

11/5

Travis County Commissioners Court Agenda Request

Voting Session 6/16/2009 6:30/09 Work Session _____

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

B. Requested Text: Approve setting a public hearing date of June 30, 2009 to receive comments regarding a proposed street name assignment for a private easement to be known as "Bountiful Place" off Noack Hill Road near State Highway 71 West, in Precinct 3.

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

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

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

Austin American Statesman
Stephanie Jensen - fax 974-3337 Jaime Garcia - Sign Shop
Don Ward - 854-9383 Howard Herrin- 854-9383
Tom Caffall - 854-9383

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (854-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUN 23 PM 3:40

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) 473-9383
FAX (512) 473-9436

May 28, 2009

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Joseph P. Gieselman, TNR Executive Manager

SUBJECT: Request approval of proposed street name assignment for a private easement to be known as "Bountiful Place" in western Travis County off State Highway 71, Precinct 3.

Summary and Staff Recommendation:

The Travis County Address Coordinating Committee received a petition from a developer desiring a street name for an access easement. The access easement can be seen on two abutting subdivisions – Noack Hill and Colonia Serendipity. The Address Coordinating Committee has worked with property owners to help assure their health and human safety and recommends the private easement be named "Bountiful Place". Three property owners sent ballots agreeing to this street name.

The street name assignment does not imply Travis County maintenance in any way. Street signs will be the responsibility of the property owners.

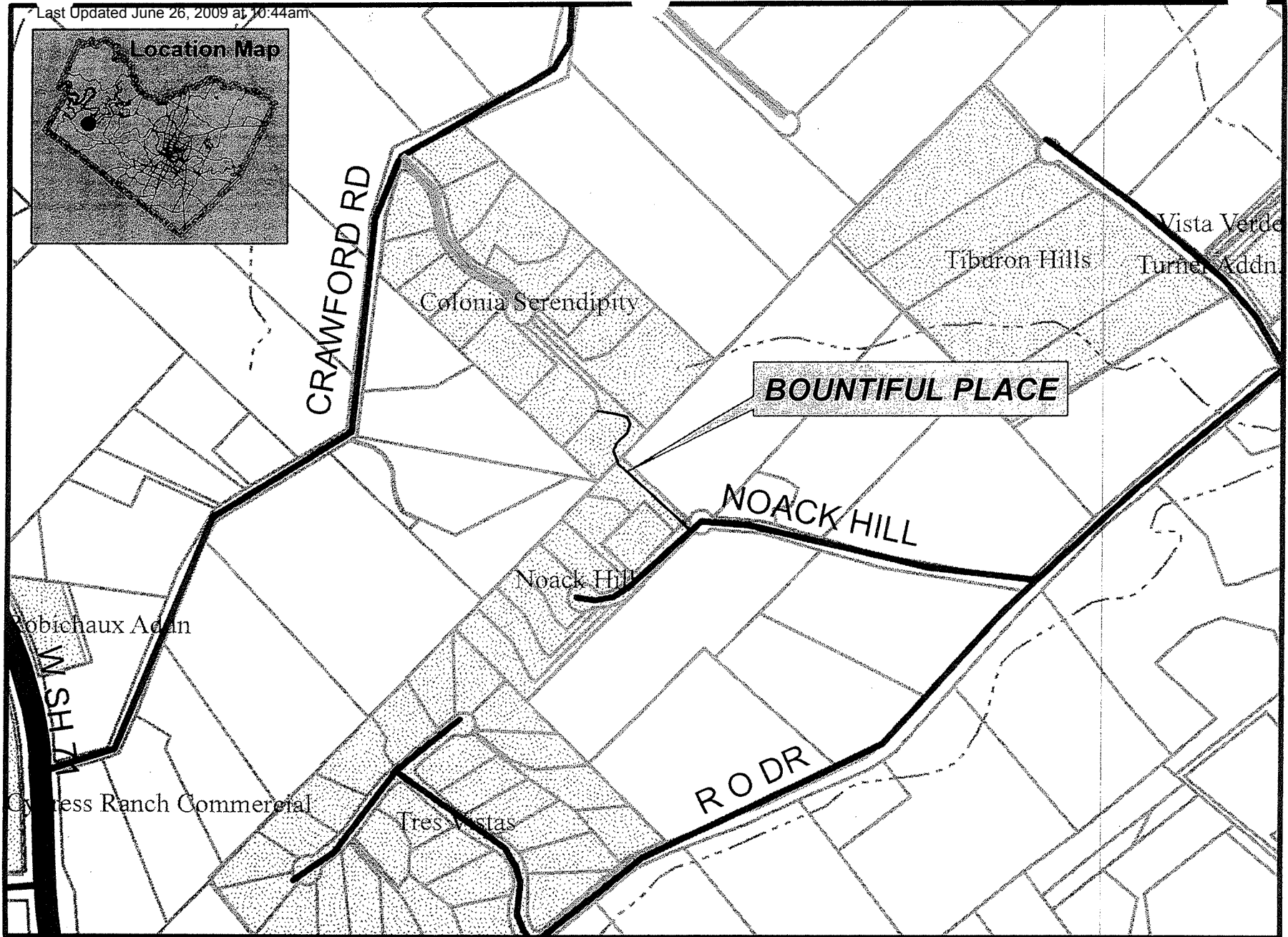
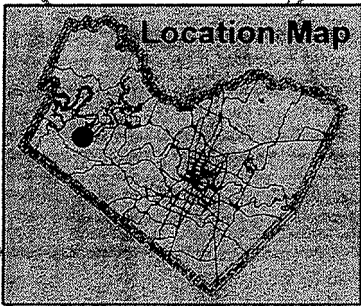
Staff recommends approval of this street name assignment, which has been cleared through 911 Addressing staff. We are requesting a public hearing date of June 30, 1009 pursuant of this street name assignment.

Exhibits:

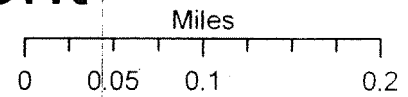
Maps

CJ;gd

- 4100 Bountiful Place
- 1105 Noack Hill Subd.
- Colonia Serendipity Subd.



Proposed street name assignment for a private easement



BALLOT

For a proposal to name the unnamed easement described below to

Bountiful Place ✓

Any other name submitted **MUST** be cleared w/ 911 Addressing prior to write-in in order to be considered.

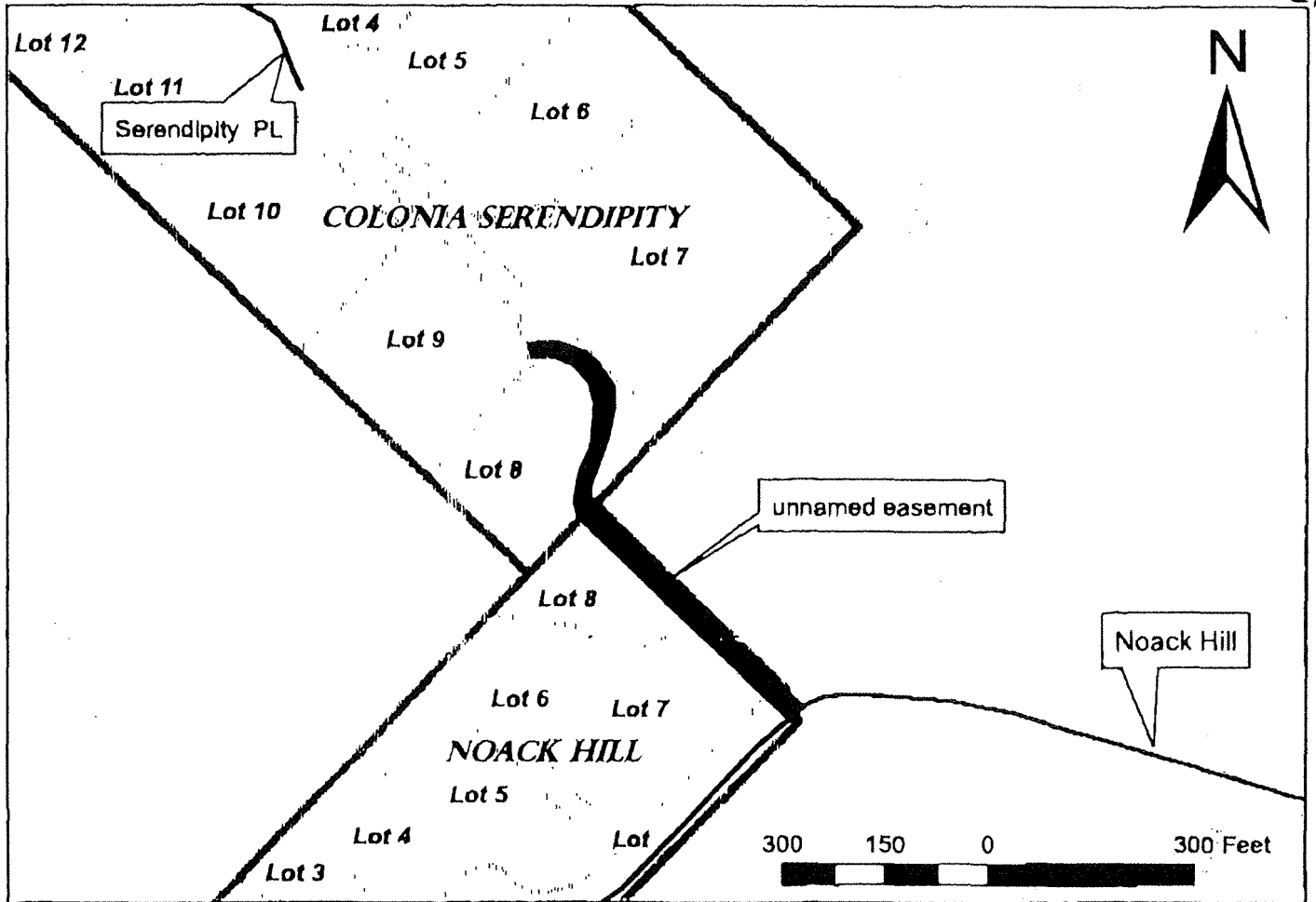
Call 512 974-2398

Other proposed street name _____

LUMPEE PROPERTIES LTD
1419 Harpers Ferry Rd
College Station, TX 77845-8319

Parcel ID 0542060313

Property Owner Signature (required) Steph E. Lynn for Lumpee Properties LTD



Please return ballot with your choice of street name or another candidate name by April 10th to:

Cathy Winfrey
9-1-1 Addressing
Communications Technology Mgmt
City of Austin
PO Box 1088
Austin, TX 78767-1088

This map has been produced by the City of Austin 9-1-1 Addressing as a working staff map and is not warranted for any other use. No warranty is made by the City regarding its accuracy or completeness. Reproduction is not permitted without prior written permission from: City of Austin Regional Mapping

Last Updated June 26, 2009 at 10:44am

BALLOT

For a proposal to name the unnamed easement described below to

Bountiful Place _____

Any other name submitted MUST be cleared w/ 911 Addressing
prior to write-in in order to be considered.

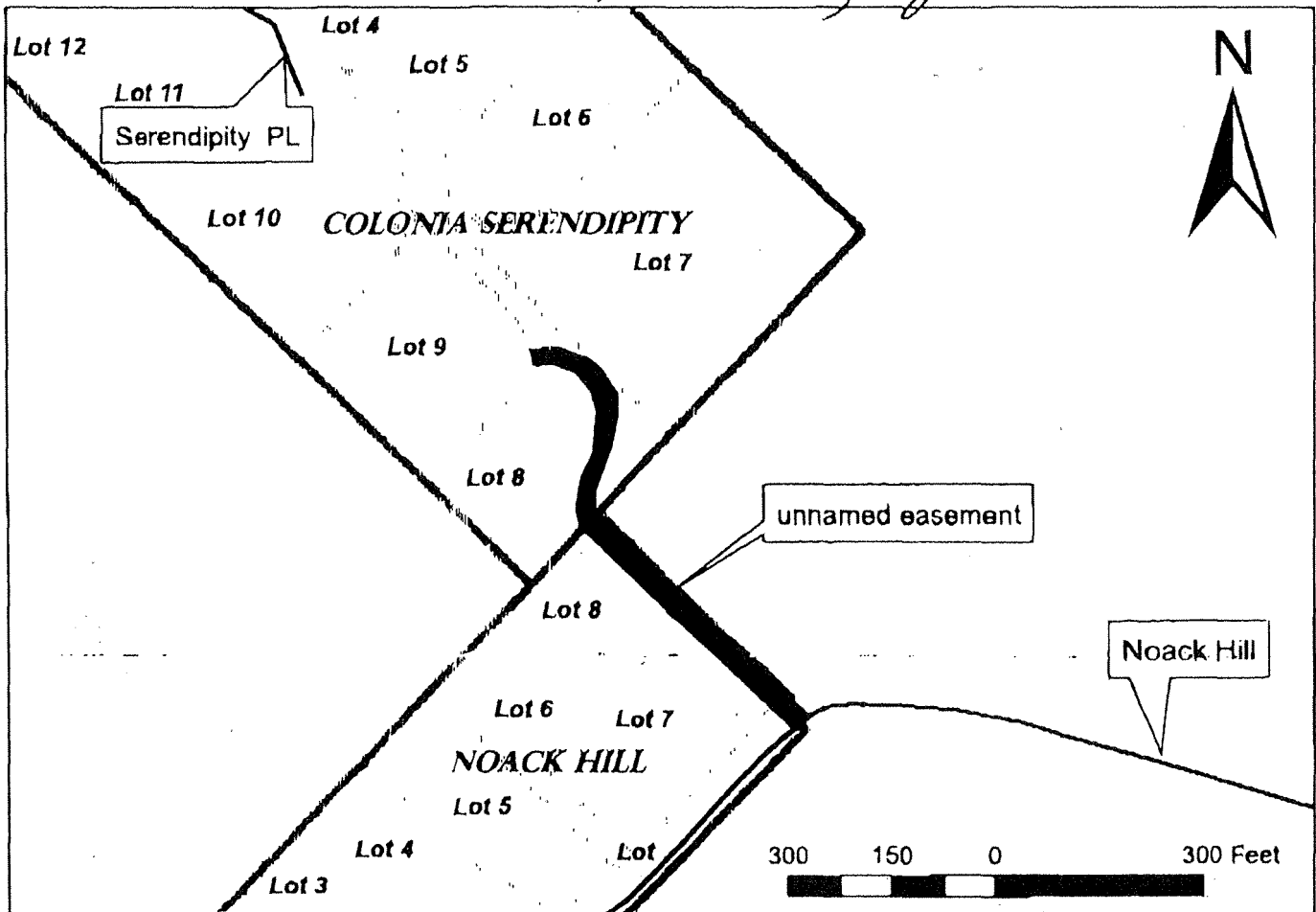
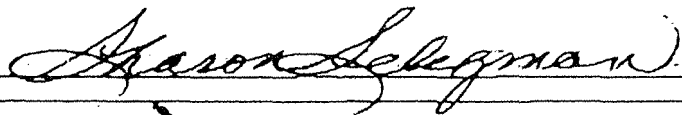
Call 512 974-2398

Other proposed street name _____

Colonia Serendipity LLC
4005 Crawford Rd
Spicewood, TX 78669-6413

Parcels 0541030108, 0541030107, 0541030106

Property Owner Signature (required)



Please return ballot with your choice of street name or another candidate name by April 10th to:

Cathy Winfrey
9-1-1 Addressing
Communications Technology Mgmt
City of Austin
PO Box 1088
Austin, TX 78767-1088

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BALLOT

For a proposal to name the unnamed easement described below to

Bountiful Place

Any other name submitted **MUST** be cleared w/ 911 Addressing prior to write-in in order to be considered.

Call 512 974-2398

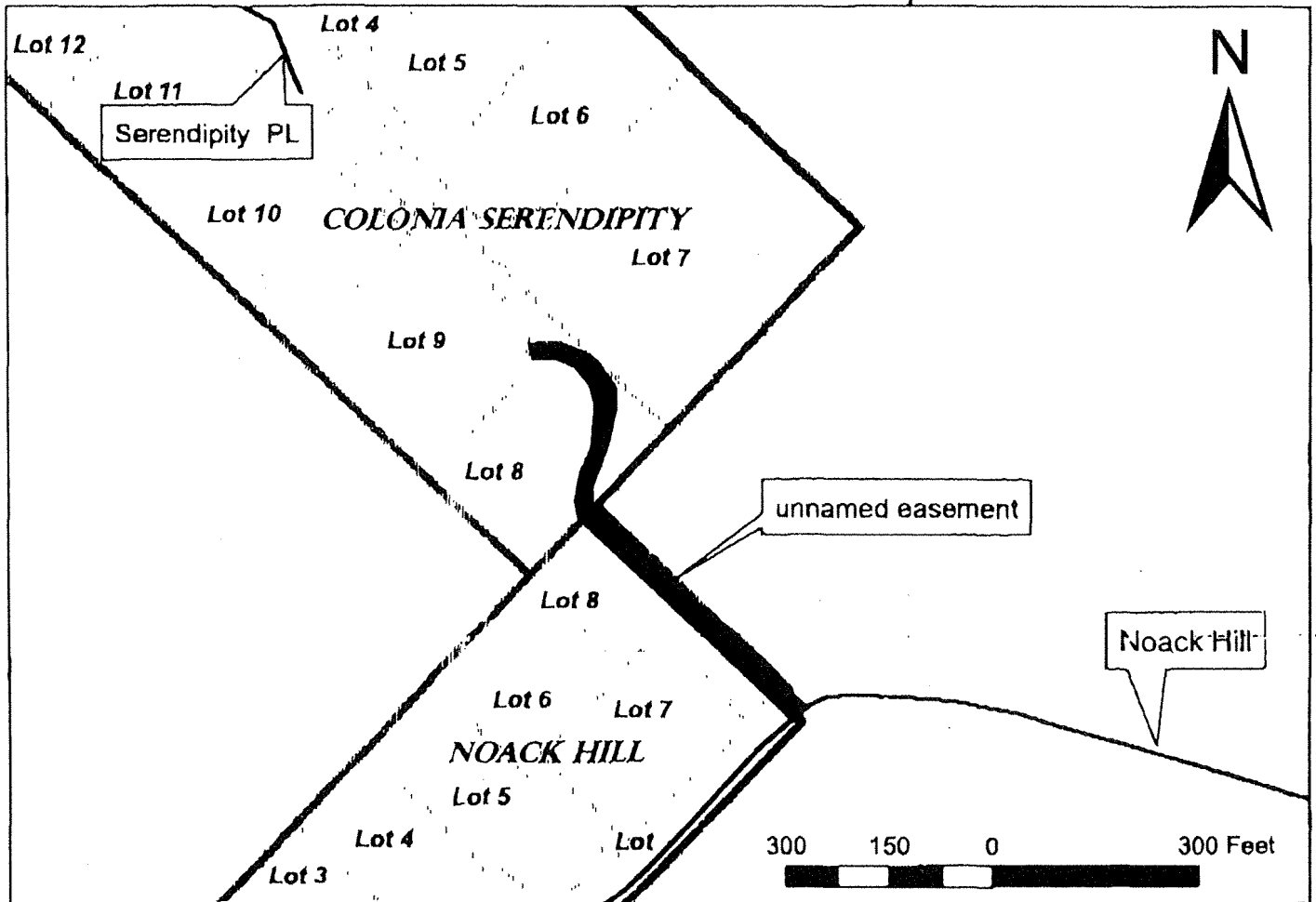
Other proposed street name _____

Gayle Pavlicek & David Owen
4205 Crawford Rd
Spicewood, TX 78669-6760

Parcel ID 0539030117

Property Owner Signature (required)

Gayle Pavlicek / D. Owen



Please return ballot with your choice of street name or another candidate name by April 10th to:

Cathy Winfrey
9-1-1 Addressing
Communications Technology Mgmt
City of Austin
PO Box 1088
Austin, TX 78767-1088

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NOACK HILL

ZOOLODDED

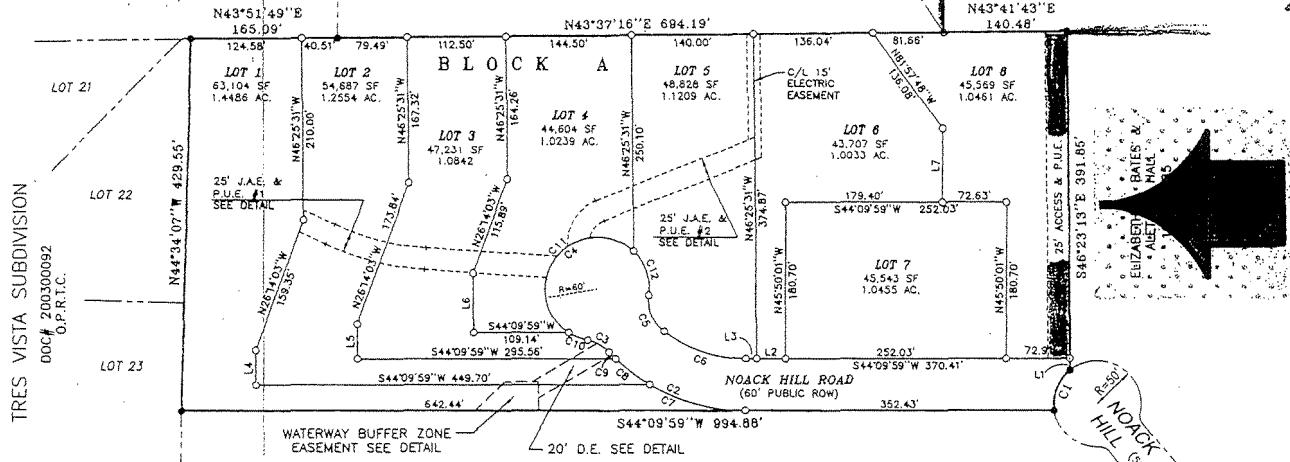
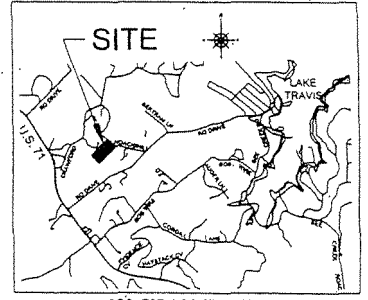
LARRY D. McDONALD
5874/1451
14.620 AC.

BETTY TALBOT
7646/397
6.214 AC.

SHARON A. SELIGMAN
12320/1159
23.49 AC.

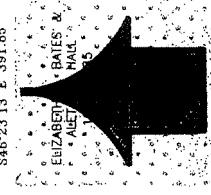
G.M. SCOTT SURVEY NO. 50

(Colonia Serendipity)

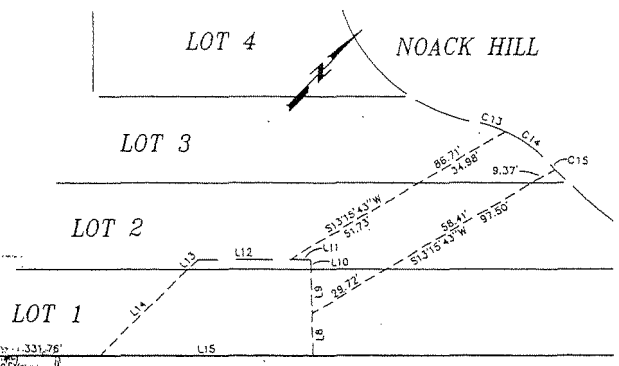


TRES VISTA SUBDIVISION
DOC# 090300092
O.P.R.I.C.

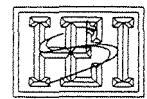
LEGEND	
---	EASEMENT
○	1/2" IRON PIPE FOUND
●	1/2" IRON ROD FOUND
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED 'MCANCUS SURVEY' SET
J.A.E.	JOINT ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT



MICHAEL & LAURA SMITH
13111/3193
10.833 AC.



WATERWAY BUFFER ZONE & DRAINAGE EASEMENT DETAIL
SCALE: 1"=30'



HOWARD ENGINEERS, INC.
4303 Russell Drive
Austin, Texas 78704
Phone: (512) 448-0881
Fax: (512) 448-0989
Email: hol@howardengineers.com

Last Updated: June 26, 2009

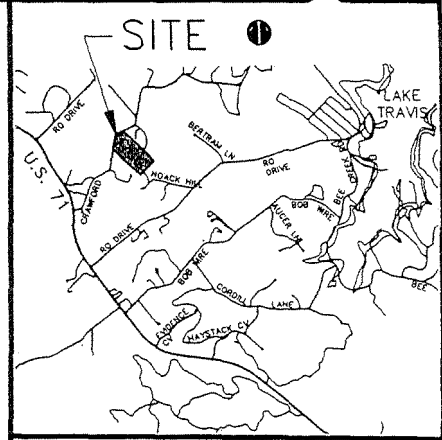
NUMBER	BEARING	DISTANCE	CHORD	ARC
C1	48°08'43"	330.00	S32°05'21"E	269.03 277.10
C2	48°43'40"	270.00	S31°24'50"E	214.29 220.36
C3	55°10'34"	260.00	S35°37'17"E	210.82 250.38
C4	55°10'34"	320.00	S35°37'17"E	296.39 308.16
C5	34°40'33"	210.00	S45°52'18"E	125.16 127.09
C6	47°15'27"	25.00	S52°09'45"E	20.04 20.62
C7	27°12'22"	60.00	S63°48'42"W	77.77 292.38
C8	54°00'56"	25.00	S03°35'35"E	22.71 23.57
C9	32°35'31"	150.00	S46°54'19"E	84.22 85.37
C10	29°16'31"	330.00	S41°30'27"E	116.67 188.61
C11	18°50'12"	330.00	S17°27'06"E	108.00 108.49
C12	22°41'46"	260.00	S19°22'53"E	102.32 102.98
C13	32°28'46"	260.00	S46°58'10"E	145.42 147.39
C14	26°38'53"	60.00	S62°28'02"E	27.66 27.91
C15	33°52'33"	60.00	S32°12'19"E	34.96 35.47
C16	28°57'23"	60.00	S00°47'21"E	30.00 30.32
C17	29°59'50"	60.00	S28°41'20"W	31.06 31.42
C18	29°59'50"	60.00	S58°41'20"W	31.06 31.42
C19	50°00'02"	60.00	N76°18'39"W	60.00 62.83
C20	69°43'31"	60.00	N11°28'52"W	66.59 73.02
C21	31°15'12"	25.00	N07°47'17"E	13.47 13.64
C22	22°45'44"	25.00	N19°31'11"W	9.87 9.93
C23	03°58'23"	320.00	N61°13'23"W	22.19 22.19
C24	26°57'03"	320.00	N45°45'39"W	149.14 150.52
C25	19°21'24"	320.00	N22°38'28"W	107.60 108.11
C26	10°43'34"	320.00	N10°28'52"W	27.33 27.34
C27	109°10'38"	25.00	N70°37'01"E	40.75 47.64
C28	120°23'44"	25.00	S04°03'09"W	43.39 52.53
C29	07°38'20"	60.00	S45°20'25"E	7.96 7.96
C30	25°13'08"	60.00	S28°55'41"E	26.20 26.41
C31	01°03'05"	60.00	S15°47'35"E	1.10 1.10
C32	23°34'41"	75.00	S55°28'41"W	30.65 30.86
C33	29°33'07"	75.00	S82°02'35"W	38.26 38.68
C34	78°18'45"	75.00	N26°37'34"W	94.72 102.51

NUMBER	BEARING	DISTANCE
L1	S08°01'60"E	34.58'
L2	S08°01'60"E	34.58'
L3	S63°12'34"E	70.57'
L4	S63°12'34"E	70.57'
L5	S63°12'34"E	7.32'
L6	S63°12'34"E	63.24'
L7	N67°48'48"E	72.76'
L8	N43°01'28"E	42.34'
L9	N19°42'02"E	100.15'
L10	N88°41'20"E	70.78'
L11	N88°41'20"E	12.15'
L12	N43°41'20"E	40.45'
L13	S46°18'40"E	25.00'
L14	S43°41'20"W	48.27'
L15	S46°18'40"E	15.00'
L16	S43°41'20"W	40.00'
L17	N46°18'40"W	20.00'
L18	N43°41'20"E	28.29'
L19	N43°41'20"E	28.92'
L20	S46°18'40"E	45.00'
L21	S46°18'40"E	16.78'
L22	N25°44'59"W	48.84'
L24	S64°18'05"W	128.98'
L25	S16°01'42"W	22.30'
L26	S73°58'18"E	50.02'

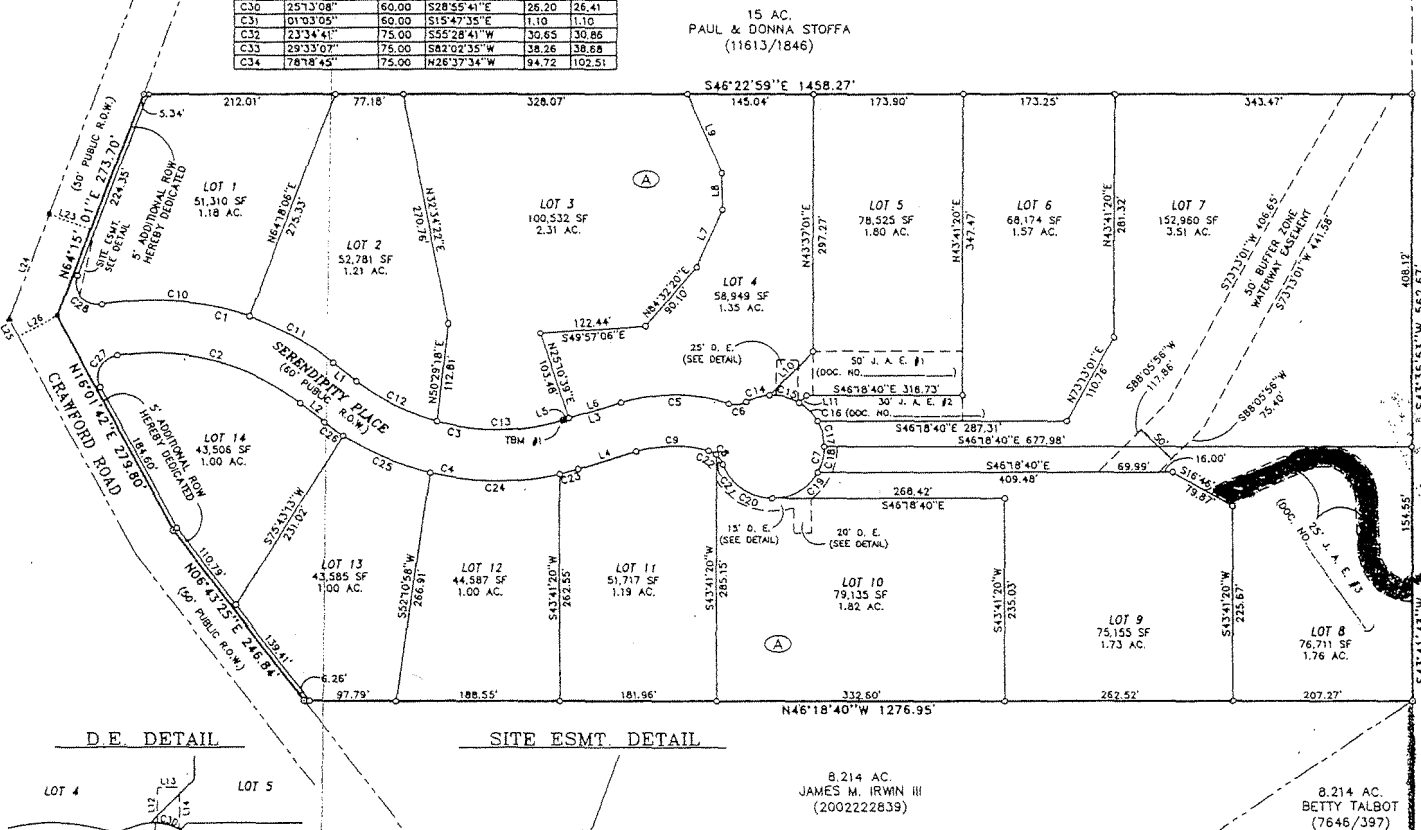
COLONIA SERENDIPITY



SCALE: 1"=100'



VICINITY MAP
SCALE: 1"=3000'



- ### LEGEND
- 1/2-INCH IRON ROD FOUND (UNLESS OTHERWISE NOTED)
 - 1/2-INCH IRON PIPE FOUND
 - ▲ 80-d NAL FOUND
 - 1/2-INCH IRON ROD W/ PLASTIC CAP STAMPED 'MCANGUS SURVEY SET'
 - ◆ CONCRETE MONUMENT SET
 - ◇ TEMPORARY BENCHMARK
 - ⊙ BLOCK DESIGNATOR
 - D.E. DRAINAGE EASEMENT
 - J.A.E. JOINT USE ACCESS EASEMENT

BENCHMARKS

BENCHMARK: THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE CITY OF AUSTIN ELECTRIC UTILITY DISTRICT MONUMENT, STATION NAME EUD 194. THE MONUMENT IS APPROX. 150 FEET EAST OF THE CENTERLINE OF BEE CREEK ROAD AND 93 FEET NORTH OF HWY. 71 EDGE OF PAVEMENT IN FENCE LINE.
ELEV. = 952.25

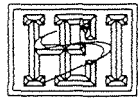
TBM #1: CONCRETE MONUMENT WITH 1/2" IRON ROD WITH PLASTIC CAP STAMPED 'MCANGUS SURVEY SET' AT THE BEGINNING OF CURVE ALONG THE FRONT OF LOT 3, BLK. A ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LORETTA PLACE.
ELEV. = 1064.74

Single Family Lots	=	14 Lots
Common Area Lots	=	0 Lots
Total L.F. Streets	=	14 Lots
ROW	=	850 L.F.
TOTAL ACREAGE	=	1.35 Acs.
		23.49 Acs.

McANGUS SURVEYING CO., INC.

1101 HIGHWAY 360 SOUTH
BUILDING H, SUITE 100
AUSTIN, TEXAS 78746
(512) 328-9302

HOWARD ENGINEERS, INC.
4309 Russell Drive
Austin, Texas 78704
Phone: (512) 448-0881
Fax: (512) 448-0888
Email: hse@howardengineers.com



STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

ORDER NO.

WHEREAS, the Travis County Address Coordinating Committee has received ballots to assign a street name to a private easement; and

WHEREAS, all of the property owners are in agreement to the street name; and

WHEREAS, a public hearing was held on June 30, 2009, pursuant to the street name assignment; then

BE IT THEREFORE ORDERED by the Commissioners' Court of Travis County, Texas, that the easement be named as follows:

PRECINCT THREE:

PRIVATE ACCESS EASEMENT TO

“BOUNTIFUL PLACE”

PASSED AND ADOPTED THE _____ DAY OF _____, 2009.

SAMUEL T. BISCOE, COUNTY JUDGE

RON DAVIS,
COMMISSIONER, PCT. ONE

SARAH ECKHARDT,
COMMISSIONER, PCT. TWO

KAREN HUBER,
COMMISSIONER, PCT. THREE

MARGARET GOMEZ
COMMISSIONER, PCT. FOUR

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, JUNE 30, 2009 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR A STREET NAME ASSIGNMENT.

THIS PRIVATE EASEMENT IS OFF STATE HIGHWAY 71 WEST IN NOACK HILL AND COLONIA SERENDIPITY SUBDIVISIONS TO BE KNOWN AS "**BOUNTIFUL PLACE**".

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS' COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE CALL 854-9383.

Travis County Commissioners Court Agenda Request

Voting Session 6/30/2009
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Hold a Public Hearing on Tuesday, June 30, 2009, to receive comments and take appropriate action regarding a request to temporarily close Imperial Drive North and Colfax Drive in Precinct One for Drainage Improvements beginning on or about July 13, 2009 and continuing through April 9, 2010 or until construction is completed.

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

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

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

- | | |
|---------------------------------------|---|
| Don Ward, TNR (854-9317) | Greg Hamilton, County Sheriff, (854-9770) |
| David Greear, TNR (854-7650) | TCSO Dispatch (974-0800) |
| Joe Hall, TNR. (854-7648) | |
| Cheryl McVey, TNR Dispatch (854-9433) | Austin Fire Dispatch (974-0400) |
| Manor I.S.D. (278-4085) | |

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 the backup memorandum and exhibits, should be submitted to the County Judges Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



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

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

MEMORANDUM

May 20, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

SUBJECT: Temporary Closure of Imperial Drive North and Colfax Drive for Drainage Improvements

PROPOSED MOTION:

Approve setting a Public Hearing on Tuesday, June 30, 2009, to receive comments and take appropriate action regarding a request to temporarily close Imperial Drive North and Colfax Drive in Precinct One for Drainage Improvements beginning on or about July 13, 2009 and continuing through April 9, 2010 or until construction is completed.

SUMMARY AND STAFF RECOMMENDATION:

Staff recommends closing sections of Imperial Drive according to the attached schedule (see Exhibits, below). Construction is scheduled to begin on or about July 13, 2009 and continue for an estimated 270 days to April 9, 2010, or until construction is complete. The road closure is required for making drainage improvements to North Imperial Drive and Colfax Drive.

ISSUES AND OPPORTUNITIES:

The road closure is necessary for the construction of two drainage structures on Imperial Drive and one on Colfax Drive in order to reduce the frequency of flooding and improve the accessibility of the area to residents and emergency vehicles during heavy rain events. The road closure would be necessary at Site 1 on Imperial Drive near FM 969 due to the fact that the proposed structure is a bridge that could not otherwise be constructed without closing the road. In the case of Site 2 at Imperial Drive and Bitterwood, the proposed drainage structure consists of box culverts that in some cases could be installed in pieces so that one lane would remain open to traffic at all times. However, this option would cause considerable inconvenience to the area residents and create a potential safety hazard during the night time hours, and would take at least twice as long to complete. This option would also require installation of costly traffic control devices, such as flashing lights for the duration of the construction. Closure of the road at Site 3 would have virtually no impact on the accessibility of the properties on Colfax or Bitterwood to the residents on those roads, since all driveways will remain accessible to the residents during construction. The proposed road closure plan allows for only one site at a time to be closed to traffic.

Another request by TNR staff for the Court to consider and take appropriate action on the actual road closure will be placed on the Court's agenda for the next voting session following the public hearing.

BUDGETARY ISSUES:

This closure will require some work by Travis County road maintenance crews to post public notices. Necessary detour routing signs will be installed by the contractor.

REQUIRED AUTHORIZATIONS:

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

BACKGROUND:

None.

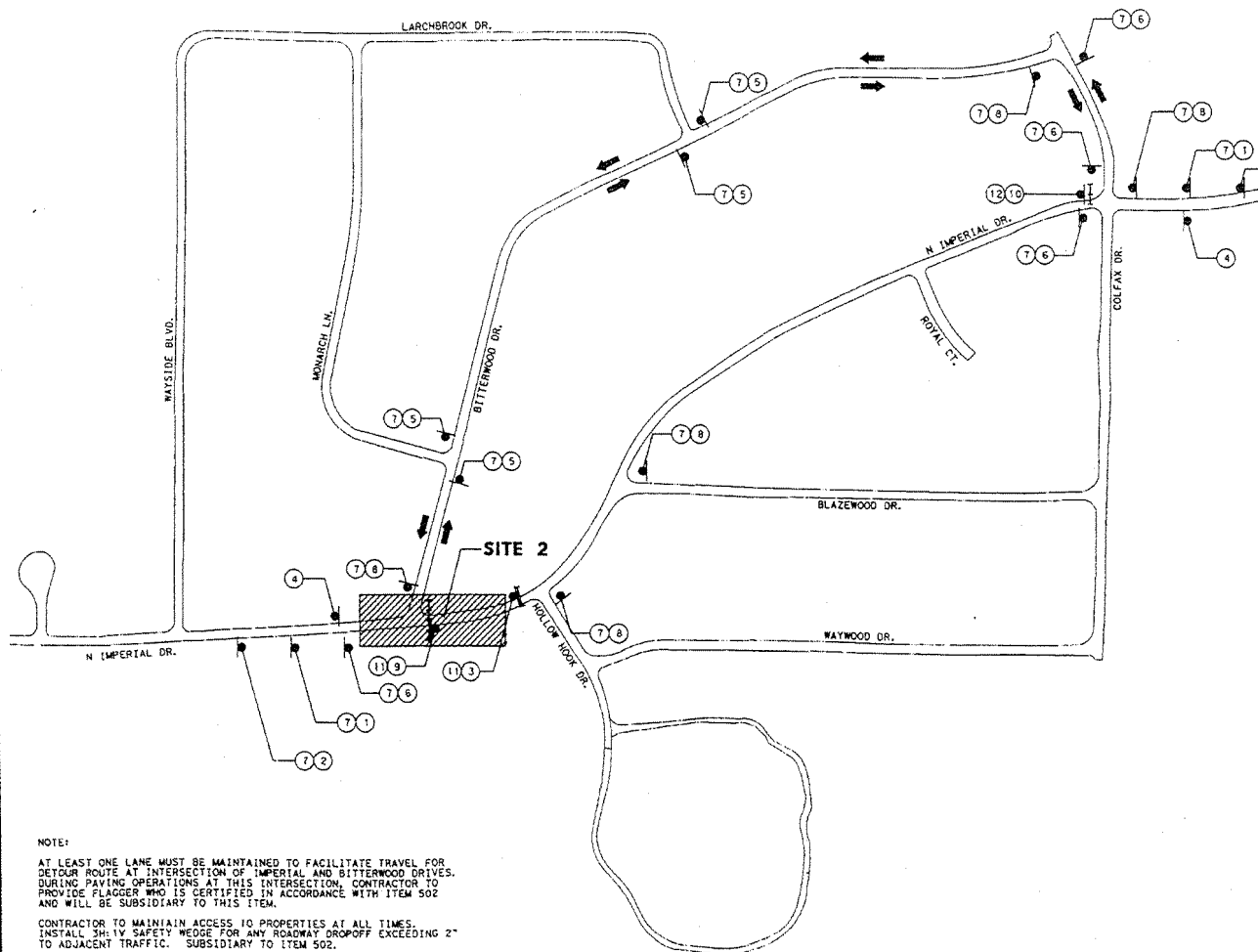
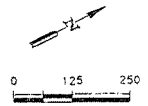
EXHIBITS:

Maps showing three closure locations and detour routes.

cc: Don Ward
Steve Sun, Mo Mortazavi
David Greear, Joe Hall
Howard Herrin

INSERT EXHIBIT MAP HERE

100% SUBMITTAL
Date and Time Plotted: 5/19/2009 10:23:25 AM



LEGEND

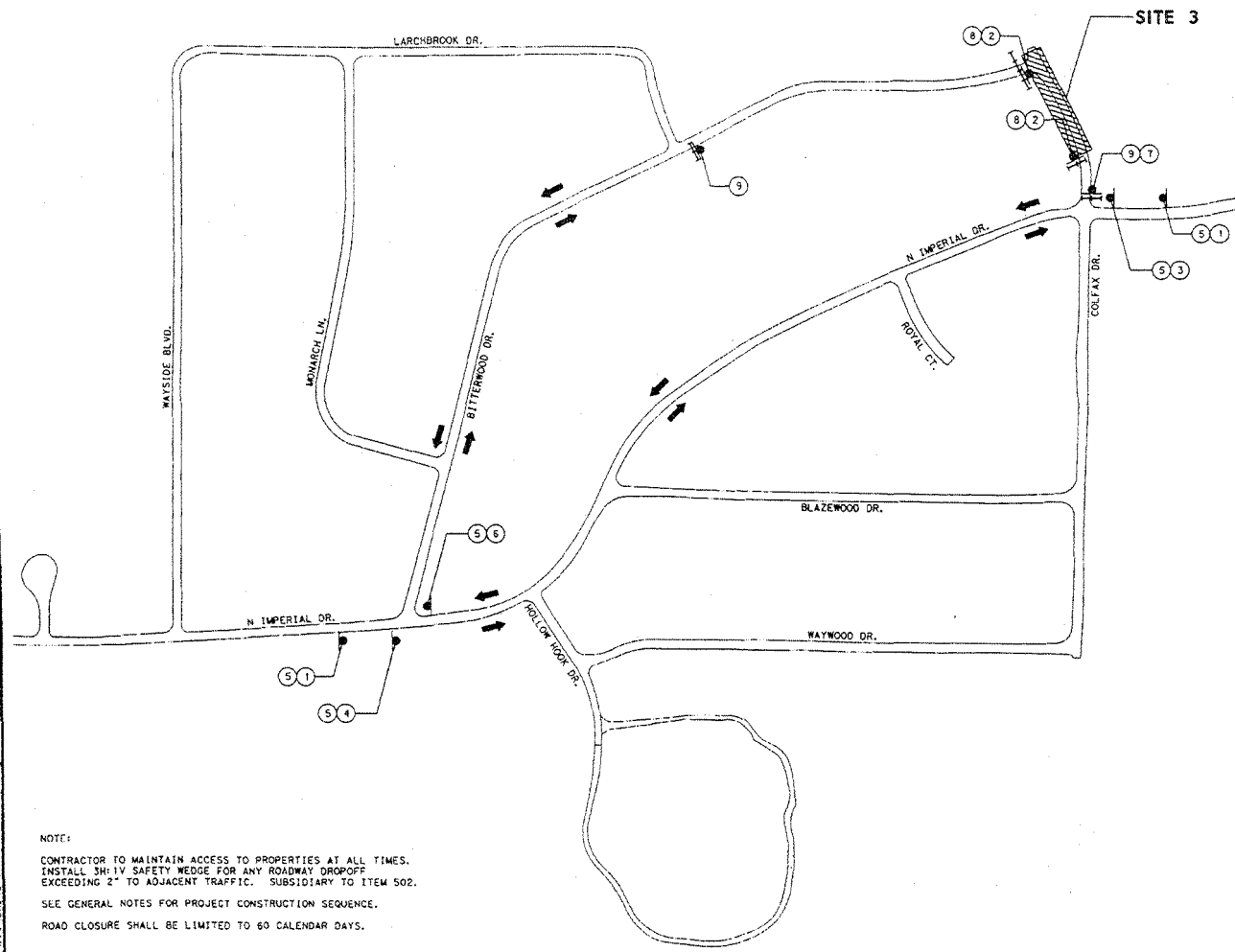
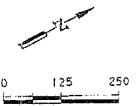
 WORK ZONE	 TYPE 3 BARRICADE	 SIGN POST							
 SIGN NUMBER	 IMPERIAL DR. DETOUR								
1 CW20-20	5 M4-9AS	9 M4-10L							
2 CW20-30	6 M4-9L	10 M4-10R							
3 <table border="1" style="font-size: 8px; border-collapse: collapse;"> <tr><td>NAME</td></tr> <tr><td>ADDRESS</td></tr> <tr><td>CITY</td></tr> <tr><td>STATE</td></tr> <tr><td>CONTRACTOR</td></tr> </table> G20-6	NAME	ADDRESS	CITY	STATE	CONTRACTOR	7 <table border="1" style="font-size: 8px; border-collapse: collapse;"> <tr><td>N. IMPERIAL DR.</td></tr> </table> M4-9N	N. IMPERIAL DR.	11 <table border="1" style="font-size: 8px; border-collapse: collapse;"> <tr><td>ROAD CLOSED</td></tr> </table> R11-2	ROAD CLOSED
NAME									
ADDRESS									
CITY									
STATE									
CONTRACTOR									
N. IMPERIAL DR.									
ROAD CLOSED									
4 M4-8a	8 M4-9R	12 <table border="1" style="font-size: 8px; border-collapse: collapse;"> <tr><td>ROAD CLOSED TO THRU TRAFFIC</td></tr> </table> R11-4	ROAD CLOSED TO THRU TRAFFIC						
ROAD CLOSED TO THRU TRAFFIC									

NOTE:
 AT LEAST ONE LANE MUST BE MAINTAINED TO FACILITATE TRAVEL FOR DETOUR ROUTE AT INTERSECTION OF IMPERIAL AND BITTERWOOD DRIVES. DURING PAVING OPERATIONS AT THIS INTERSECTION, CONTRACTOR TO PROVIDE FLAGGER WHO IS CERTIFIED IN ACCORDANCE WITH ITEM 502 AND WILL BE SUBSIDIARY TO THIS ITEM.
 CONTRACTOR TO MAINTAIN ACCESS TO PROPERTIES AT ALL TIMES. INSTALL 3H:1V SAFETY WEDGE FOR ANY ROADWAY DROPOFF EXCEEDING 2" TO ADJACENT TRAFFIC. SUBSIDIARY TO ITEM 502.
 REFER TO BC STANDARDS FOR ADDITIONAL INFORMATION.
 SEE GENERAL NOTES FOR PROJECT CONSTRUCTION SEQUENCE.
 ROAD CLOSURE SHALL BE LIMITED TO 60 CALENDAR DAYS.

NO.	DATE	REVISION	APP.
HDR Engineering, Inc. FIRM REGISTRATION No. 754			
IMPERIAL VALLEY DRAINAGE IMPROVEMENTS SITE 2 N. IMPERIAL DRIVE AT TRIBUTARY 1 DETOUR PLAN			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			6
STATE	DIST.	COUNTY	
TEXAS	AUS.	TRAVIS	
CONF.	SECT.	JOB	HIGHWAY NO.
			IMPERIAL DRIVE

User: Nopet reprints
File Name: \\JBL\Users\jbl\10-1001.dwg

100% SUBMITTAL
 DATE: 05/19/2009
 USER: NDRS: W0204981
 FILE: NDRS1...NDA\30532851\SC...ED...SPT



NOTE:
 CONTRACTOR TO MAINTAIN ACCESS TO PROPERTIES AT ALL TIMES.
 INSTALL 3H:1V SAFETY WEDGE FOR ANY ROADWAY DROPOFF EXCEEDING 2" TO ADJACENT TRAFFIC. SUBSIDIARY TO ITEM 502.
 SEE GENERAL NOTES FOR PROJECT CONSTRUCTION SEQUENCE.
 ROAD CLOSURE SHALL BE LIMITED TO 60 CALENDAR DAYS.

LEGEND

- 1 [Hatched Box] WORK ZONE
- 2 [Barrier Symbol] TYPE 3 BARRICADE
- 3 [Circle with Number] SIGN POST
- 4 [Circle with Number] SIGN NUMBER
- 5 [Circle with Number] COLFAX DR. DETOUR
- 6 [Diamond with Text] DETOUR AHEAD
CW20-2D
- 7 [Rectangular with Text] NAME ADDRESS CITY STATE CONTRACTOR
G20-6
- 8 [Rectangular with Arrow] DETOUR (Up Arrow)
M4-9AS
- 9 [Rectangular with Arrow] DETOUR (Left Arrow)
M4-9L
- 10 [Rectangular with Arrow] DETOUR (Right Arrow)
M4-9R
- 11 [Rectangular with Arrow] DETOUR (Down Arrow)
M4-10L
- 12 [Rectangular with Text] ROAD CLOSED
R11-2
- 13 [Rectangular with Text] ROAD CLOSED TO THRU TRAFFIC
R11-4
- 14 [Circle with Number] E. COLFAX DR. M4-9H

NO.	DATE	REVISION	APP.
HDR Engineering, Inc. FIRM REGISTRATION No. 754			
IMPERIAL VALLEY DRAINAGE IMPROVEMENTS SITE 3 COLFAX DRIVE DETOUR PLAN			
FED. PROJ. NO. 5	FEDERAL AID PROJECT NO.		SHEET NO. 7
STATE TEXAS	DIST. AUS	COUNTY TRAVIS	
COMT.	SECT.	JOB	HIGHWAY NO. IMPERIAL DRIVE

ON THE OTHER HAND...

8. ROAD CLOSURES WILL BE LIMITED TO ONE SITE AT A TIME AND SHALL FOLLOW THE FOLLOWING SEQUENCE:
 - PHASE 1- SITE 3 (60 DAY MAX ROAD CLOSURE)
 - PHASE 2- SITE 2 (60 DAY MAX ROAD CLOSURE)
 - PHASE 3- SITE 1 (150 DAY MAX ROAD CLOSURE)





NOTICE OF PUBLIC HEARING

Notice is hereby given that the Travis County Commissioners' Court, Travis County, Texas, will hold a Public Hearing on Tuesday, June 30, 2009, at 9:00 a.m. to consider the temporary closure of Imperial Drive North and Colfax Drive for Drainage Improvements

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

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

ORDER _____

WHEREAS, Transportation and Natural Resources has recommended a temporary road closure of Imperial Drive North and Colfax Drive for Drainage Improvements ; and

WHEREAS, a public hearing was held on Tuesday, June 30, 2009, in the Commissioners' Court of Travis County, Texas, following required advance notice prior to the approval of this Order; then

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

PRECINCT ONE:

IMPERIAL DRIVE NORTH Temporarily close Imperial Drive North in Precinct One for Drainage Improvements beginning on or about July 13, 2009, and continuing through April 9, 2010, or until construction is completed.

COLFAX DRIVE Temporarily close Colfax Drive in Precinct One for Drainage Improvements beginning on or about July 13, 2009, and continuing through April 9, 2010, or until construction is completed.

PASSED AND ADOPTED THE _____ DAY OF _____, 2009.

Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

IMPERIAL VALLEY DRAINAGE IMPROVEMENTS

SITE 1 - N. IMPERIAL DRIVE AT ELM CREEK
 DESIGN SPEED: 35 MPH
 LIMITS: FROM : FM 969
 TO : 225 FEET NORTH OF ELM CREEK
 TOTAL LENGTH OF PROJECT = 457.51 FT. 0.087 MI.

SITE 2 - N. IMPERIAL DRIVE AT TRIBUTARY 1
 DESIGN SPEED: 35 MPH
 LIMITS: FROM : 90 FEET SOUTH OF BITTERWOOD DRIVE
 TO : 112 FEET SOUTH OF HOLLOW HOOK DRIVE
 TOTAL LENGTH OF PROJECT = 269.50 FT. 0.051 MI.

SITE 3 - COLFAX DRIVE AT TRIBUTARY 1
 DESIGN SPEED: 30 MPH
 LIMITS: FROM : BITTERWOOD DRIVE
 TO : 140 FEET WEST OF N. IMPERIAL DRIVE
 TOTAL LENGTH OF PROJECT = 245.00 FT. 0.046 MI.

TRAVIS COUNTY PRECINCT 1

CONTRACT NO.
 IFB NO.

RE

MARKINGS
 F SMALL SIGNS
 SIGNING AND
 PAVEMENT MARKING PLAN
 SITE 3 - SIGNING
 PAVEMENT MARKING PLAN

MARKINGS STANDARDS *

- 04
- 04
- 04
- 04
- A)-04
- 08
- 1)-08
- 2)-08

CONTROL NOTES
 EROSION CONTROL PLAN
 SITE 3 - EROSION
 CONTROL PLAN

MARKINGS **

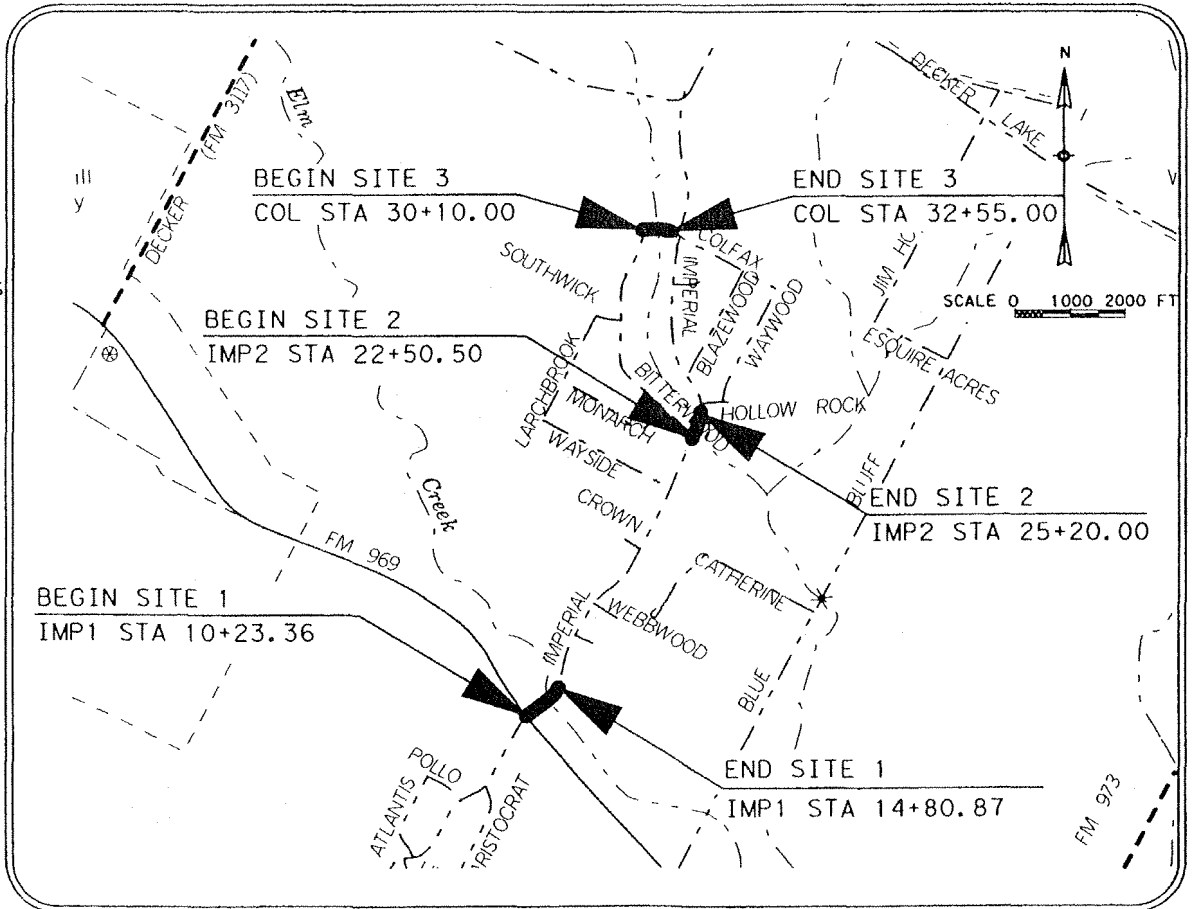
2)
 CROSS SECTIONS
 RELOCATION SHEETS

IDENTIFIED
 UNDER MY
 APPLICABLE

1/9/09
 DATE

IDENTIFIED
 UNDER MY
 APPLICABLE

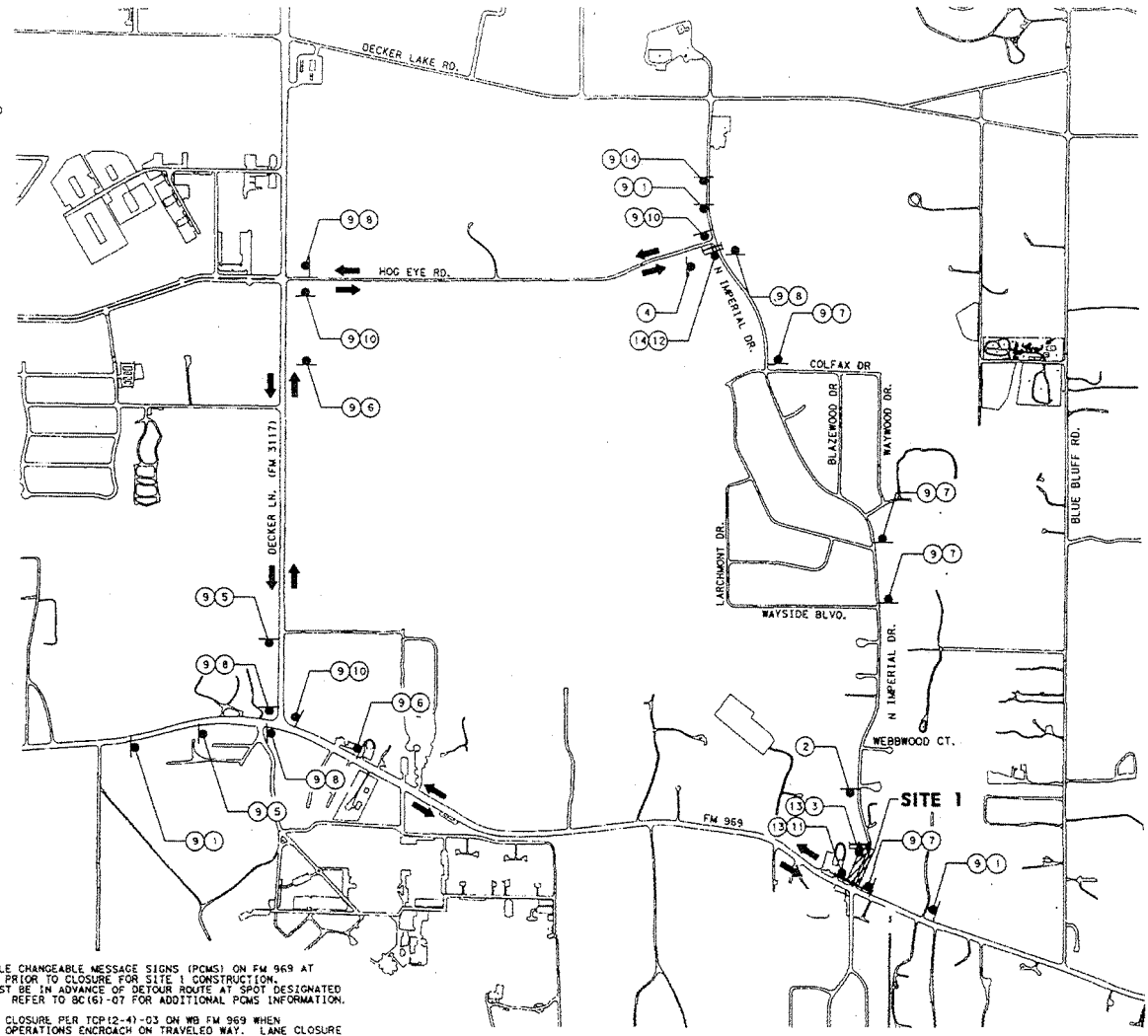
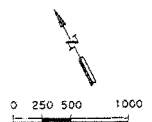
9/09
 DATE



LOCATION MAP


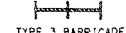

















100% SUBMITTAL
 Date and Line Plot: 5/19/2009 10:21:33 AM
 User Name: mrcoroner
 File Name: \\val\csm\80851\ar\tdpl_5w



NOTE:
 PLACE PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) ON FM 969 AT LEAST 1 WEEK PRIOR TO CLOSURE FOR SITE 1 CONSTRUCTION. LOCATIONS MUST BE IN ADVANCE OF DETOUR ROUTE AT SPOT DESIGNATED BY ENGINEER. REFER TO BC(6)-07 FOR ADDITIONAL PCMS INFORMATION.
 INSTALL LANE CLOSURE PER TCI(2)-41-03 ON WB FM 969 WHEN CONSTRUCTION OPERATIONS ENCRACH ON TRAVELED WAY. LANE CLOSURE SHALL BE PERFORMED DURING THE NON-PEAK HOURS (9AM-4PM) AND REMOVED DURING NON-WORKING HOURS.
 REFER TO BC STANDARDS FOR ADDITIONAL INFORMATION.
 CONTRACTOR TO MAINTAIN ACCESS TO PROPERTIES AT ALL TIMES. IF NECESSARY, INSTALL 3Hx1V SAFETY WEDGE FOR ANY ROADWAY DROPOFF EXCEEDING 2" TO ADJACENT TRAFFIC. SUBSIDIARY TO ITEM 502.
 SEE GENERAL NOTES FOR PROJECT CONSTRUCTION SEQUENCE.
 ROAD CLOSURE SHALL BE LIMITED TO 150 CALENDAR DAYS.

LEGEND

 WORK ZONE	 TYPE 3 BARRICADE	 SIGN POST					
# SIGN NUMBER	→ IMPERIAL DR. DETOUR						
1	 CW20-2D	7					
2	 CW20-3D	8					
3	<table border="1" style="font-size: 8px; width: 100%;"><tr><td>NAME</td></tr><tr><td>ADDRESS</td></tr><tr><td>CITY</td></tr><tr><td>STATE</td></tr><tr><td>CONTRACTOR</td></tr></table> G20-6	NAME	ADDRESS	CITY	STATE	CONTRACTOR	9
NAME							
ADDRESS							
CITY							
STATE							
CONTRACTOR							
4	 M4-80	10					
5	 M4-9AL	11					
6	 M4-9AR	12					
	 M4-9AS	13					
	 M4-9L	14					
	 M4-10L						
	 M4-10R						
	 R11-2						
	 M4-9R	15					
	 R11-3b						

NO.	DATE	REVISION	APP.
 HDR HDR Engineering, Inc. FIRM REGISTRATION No. 754			
 5/19/2009			
IMPERIAL VALLEY DRAINAGE IMPROVEMENTS SITE 1 N. IMPERIAL DRIVE AT ELM CREEK DETOUR PLAN			
REV. NO.	FEDERAL AID PROJECT NO.	SHEET	
6		6	5
STATE	DEST.	COUNTY	
TEXAS	AUS	TRAVIS	
CONT. SECT.	JOB	HIGHWAY NO.	
		IMPERIAL DRIVE	

Travis County Commissioners Court Agenda Request

Voting Session: June 30, 2008
(Date)

Work Session: _____
(Date)

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

B. Requested Text:

Receive comments from residents regarding the proposed usage of Community Development Block Grant (CDBG) funds for the Program Year 2009 Action Plan.

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

Signature of Commissioner(s) or County Judge

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

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

Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, PBO
Cyd Grimes, Travis County Purchasing Agent
Susan Spataro, Travis County Auditor
Jason Walker, Purchasing
Harvey Davis, TCHFC
Janice Cohoon, Auditor's Office

Lee Turner, TNR
Travis Gatlin, PBO
Steven Manilla, TNR
Jane Prince Maclean, HHSVS
Andrea Colunga Bussey, HHSVS
Christy Moffett, HHSVS

RECEIVED
COUNTY JUDGES' OFFICE
09 JUN 23 PM 4:40

Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

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



**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: June 23, 2009

To: Members of the Commissioners Court

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

Subject: Community Development Block Grant (CDBG) Public Hearing

Proposed Motion:

Receive comments from residents regarding the proposed usage of Community Development Block Grant (CDBG) funds for the Program Year 2009 Action Plan.

Summary and Staff Recommendations:

Travis County expects to receive an estimated \$866,380 in CDBG funds from the U.S. Department of Housing and Urban Development (HUD) for Program Year 2009 (October 1, 2009 – September 30, 2010). The County develops an Annual Action Plan in response to community needs and priorities identified in the 2006-2010 Consolidated Plan and through a public participation process held annually. The Program Year 2009 is the fourth year of funding in a five-year cycle.

To comply with the Code of Federal Regulation (CFR) 24 Part 91.105 and the approved Travis County Citizen Participation Plan (CPP) effective 04/11/06, Travis County will hold two public hearings and a 30-day public comment period that will allow the public to comment on the proposed projects for the upcoming year.

To be compliant with 24 CFR Part 91.105, the public hearings must provide the following information:

- a) Purpose and intent of CDBG funds,
- b) Eligible activities and the range of activities including the estimated amount that will benefit persons of low and moderate income,
- c) Amount of funds expected, and areas of Travis County eligible for CDBG funded activities.

A PowerPoint is attached to provide a concise representation of the required information.

Budgetary and Fiscal Impacts:

N/A

Issues and Opportunities:

Comment may be received in writing beginning June 24, 2009 at 8:00 a.m. through on July 23, 2009 at 5:00 p.m. Two opportunities are available to receive verbal comments via public hearings: Tuesday, June 30, 2009 at 9 a.m and Tuesday, July 14, 2009 at 9 a.m. at the Travis County Granger Building, Commissioners Courtroom, 314 W. 11th St., Austin, TX 78701.

Background:

On 05/19/09, Travis County Commissioners Court approved the public comment period and public hearing dates and on 6/16/09, the Travis County Commissioners Court approved all projects for Program Year 2009 funding. During the week of June 1, 2009, advertisements in English and in Spanish appeared in newspapers of general circulation announcing the dates, times, locations and purpose of the public hearings.

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

The 2006-2010 Consolidated Plan was completed and approved in December 2006 which acts as the application to HUD and outlines strategic direction for five years and the specific allocation of dollars for the first year's funding. An annual action plan is due each August 15th.



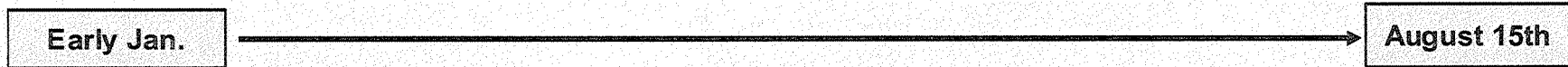
Travis County Community Development Block Grant (CDBG) Program

Public Hearing: Draft of the PY09 Action Plan

**Travis County Commissioners Court
Presentation by the Health & Human Services and Veteran
Services (HHS & VS)
June 30 and July 14, 2009**

Timeline: Development of PY09 Action Plan

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
<p>Early Jan. Presentation of project selection criteria, scoring matrix timetables & interests</p>	<p>Public hearings in the four precincts and at the TCCC*</p>		<p>Evaluation of projects</p>	<p>Early May Presentation of potential projects</p>	<p>Jun. 24 Approval of draft for public comment</p>		<p>Aug. 5 Approval of final PY08 Action Plan</p>
<p>Late Jan. Approval of project selection criteria & public hearing dates</p>	<p>Compilation of project ideas from Travis County departments</p>			<p>Late May Selection of final projects</p>	<p>Jun. 24 - Jul. 23 Draft available for public comment 2 Public Hearings</p>		<p>Aug. 15 Submission of PY08 Action Plan to HUD (Due Date)</p>



Purpose and Intent of CDBG

Purpose

- Improvement of affordable housing options
- Improved community facilities and services
- Revitalized neighborhoods

Who Benefits?

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

Eligible Activities

CDBG programs carry out a wide range of community development activities including but not limited to:

Economic Development

Public Services

Redevelopment
(Improvements)

Planning

Housing

Ineligible Activities

Generally, the following types of activities are ineligible:

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

Priorities in the 2006-2010 Consolidated Plan

Priorities set during the Consolidated Plan process

- Water/Sewer Improvements
- Street Improvements
- Owner Housing: Production of New Units
- Owner Housing: Rehabilitation of Existing Units
- Infrastructure to Support Affordable Housing Development
- Youth Services
- Public Services, Other

Recommended Projects for PY09

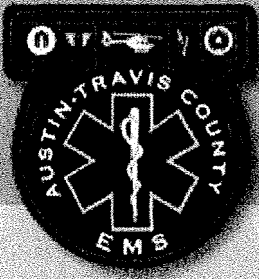
Projects Name	Allocation
Homebuyer Assistance	\$528,000
Owner Occupied Home Repair	\$130,000
Street Improvements: Lava Lane	\$60,000
Public Services, Other: Social Work Services	\$35,000
Youth Services	\$32,100
CDBG Administration	\$81,280
Total PY09 Grant	\$866,380

Next Steps

- After comment period, public comments will be reviewed and considered in the final preparation of document
- Commissioners Court will approve the final draft for submission to HUD in early August, 2009
- Final versions of the documents will be available to the public by August 15th, 2009
- HUD will provide a decision on the submission no later than September 30th, 2009

4.6

Last Updated June 26, 2009 at 10:44am

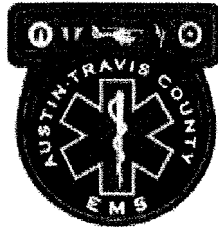


AUSTIN-TRAVIS COUNTY EMERGENCY MEDICAL SERVICE

preserve life > improve health > promote safety

AUSTIN-TRAVIS COUNTY EMS

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- Services
- Training
- Partners
- Press Release Archive
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- Contact Us
- Privacy Policy
- Disclaimer



Austin-Travis County EMS
Public Information Office
15 Waller St.
Austin, Texas 78702
512.972.7205

Official Press Release

June 25, 2009

Ten Plus Days of Triple Digit Temperatures, No Relief In Sight. ATCEMS Offers Tips For Heat Emergencies.

The interview opportunities with ATCEMS District Chief Mike Benavides have been moved to **Friday June 26, 11a.m. - 3 p.m.** Call the on-duty ATCEMS PIO if you have questions.

One of the best things about living in Central Texas is the endless days of summer. Unfortunately, even the best of fun-filled days can and often do end with many hours of re-hydration and recuperation and can have serious symptoms including dizziness and fainting, all related to heat exposure.

Today marks almost two weeks of continuous greater-than-100-degree daytime high temperatures. The weather forecasts for the next ten days offer little relief from the heat, and predict the trend may extend into the July 4th weekend.

Since June 12, Austin-Travis County EMS paramedics have responded to 37 heat emergencies. Included in the elevated response data for heat emergencies include construction workers, patients with pre-existing conditions including pregnancy, also several very young patients.

Heat related emergencies affect thousands of Central Texans every year. July and August account for the vast majority of Texas heat-related emergencies and fatalities. The elderly, age greater than 65, account for just fewer than one-half of heat-related deaths. Whether or not those individuals were well prepared for the time they spent in the heat or if there were underlying medical conditions that complicated their body's ability to adapt to extreme environments, over-exposure to heat is a danger to us all and can be easily treated in most cases if recognized early.

The human body has its own internal furnace called metabolism, which along with energy, produces heat. The body is completely dependant on heat transfer to the surrounding environment to avoid excessive heat storage. However, heat can be transferred either to or from the human body, depending on the environment.

Last Updated June 26, 2009 at 10:44am

There are multiple ways the human body uses to regulate heat production and maintain a constant and normal body temperature.

Radiation -- direct transmission of heat to the surroundings, accounts for roughly 65% of heat transfer when the surroundings are cooler than current body temperature. Radiation is ineffective, however, if the outside temperature is greater than the body temperature, because the body will actually pull in heat from the environment rather than transfer heat to it.

Convection -- occurs when body heat from metabolism heats water molecules in the air that surround the body. This method of heat transfer is used by the body for only about 10-15% of heat regulation. Again, as with radiation, if the ambient temperature is higher than the body temperature, convection can be a source of heat transfer to the body instead of from the body.

Conduction -- the exchange of heat from direct contact of the human body and another surface. This can be a very reliable source of heat loss if the contacted object is cooler than the body. However, conduction can be a very strong source of heat transfer to the body if the object's temperature is greater than the body's. A good example of this would be a burn. If you touch the edge of a pan while cooking, that heat is transferred directly to the site of contact because the pan is much hotter than your finger.

Evaporation -- the process of changing a liquid to a gas. This process uses a great deal of energy and that energy use results in heat loss. Evaporation can only effect heat loss and can not contribute to an increase in body temperature. Sweating is a function of evaporation and is used frequently by the human body to regulate heat production.

Recognition is key to avoiding a serious heat related emergencies. Typically, increased heat production is directly related to increased physical activity and exposure to high ambient temperatures and high humidity. These common causes of heat related illness, if not properly monitored, can result in excessive heat storage and serious symptoms, including injury or death.

The human body responds to an increase in body temperature very quickly, regardless of the source. The first action is to increase the amount of blood flow to the skin. This moves more of the internal heat to the outer areas of the body and will increase the amount of heat that is transferred to the outside environment. If the individual is well hydrated, sweating will help evaporate a great deal of heat from the body.

There are some factors that may predispose an individual to heat related illnesses or complicate their ability to adapt to an increase in body temperature. Extremes in age, dehydration, chronic heart disease and certain medications can all affect the body's ability to cope with an increase in body temperature.

Tips for staying safe in the extreme heat include:

- * hydrate early with clear, cool liquids
- * avoid strenuous activity during the hottest time of the day
- * avoid alcohol and caffeine use
- * wear a wide-brimmed hat and lightweight clothing
- * pay particular attention the very young and the elderly
- * call 911 if you suspect a heat-related emergency

Austin-Travis County EMS District Chief Mike Benavides will be available for questions, answers and interviews on Friday June 26, between the hours of 11 a.m. and 3 p.m. Contact the on-duty ATCEMS PIO to set a time.

Last Updated June 26, 2009 at 10:44am

For more information, please contact the on-duty Public Information Officer at 512.802.0012. (Release #1349)

Printer Friendly Version

(Browser last refreshed: 06/25/2009 14:58)



Last Updated June 26, 2009 at 10:44am

From: Sam Biscoe
To: Commissioners Court
CC: Danny Hobby; Hershel Lee; PETE BALDWIN; Sherri Fleming; Steven Manilla
Date: 6/24/2009 2:04 PM
Subject: Fwd: FW: Heat Response SITREP #1 062309
Attachments: Heat Response SITREP #1 062309.pdf; 09-CEAPSubrecipients.pdf

Colleagues, the email below was delivered late yesterday. It alerts as to severe heat expected in the upcoming days. I share it with you because the email brings to question whether we should take additional steps to protect the more vulnerable in our community, such as our homeless and senior citizens populations. I share it with you for your information and consideration. Let me know if we should place an appropriate item on next weeks agenda. Even if we do nothing more that educate our citizens about this increased danger, it more proactive than doing nothing.

>>> "Colley, Jack" <Jack.Colley@txdps.state.tx.us> 6/23/2009 6:20 PM >>>

> I send you this SITREP to highlight that given the predicted extended
> period of severe heat, we will inevitability begin to have impacts on
> our special needs citizens. We have not had this kind of event for
> many years. We will produce periodic SITREPs. What the state has is
> the Comprehensive Energy Assistance Program (CEAP). It is administered
> by Department of Housing and Community Affairs. The attached SITREP
> highlights the program and what it provides. The second attachment
> provides the POCs for each county in Texas for CEAP. The other obvious
> impact will be wildfires and increasing failure of public water
> systems. We'll be on top of it with you. Jack

>

>

> From: State of Texas SOC
> Sent: Tuesday, June 23, 2009 5:24 PM
> Subject: Heat Response SITREP #1 062309

>

> The attached situation report is being provided as a Portable Document
> Format (PDF) file. In order to view this report, recipients must have
> Adobe Acrobat Reader software installed on their computers. Those
> recipients who do not, can obtain the free software by visiting
> www.adobe.com, select the "Get Adobe Reader" link and then follow the

Last Updated June 26, 2009 at 10:44am

- > on-screen directions for installation.
- >
- > Should anyone experience difficulties in opening the attachment,
- > please contact the State Operations Center at 512-424-2208.
- > <<Heat Response SITREP #1 062309.pdf>> <<09-CEAPSubrecipients.pdf>>

2009 Comprehensive Energy Assistance Program

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 POST OFFICE BOX 13941, AUSTIN, TX 78711-3941
 Energy Assistance 512-475-3951

<i>CEAP Subrecipient</i>	<i>Agency Address</i>	<i>Chief Executive</i>	<i>Contact Person</i>	<i>Counties Served</i>
Aspermont Small Business Development Center, Inc.	P.O. Box 188 614 South Washington Aspermont, Texas 79502 Phone: (940) 989-3538 Fax: (940) 989-3445	Ms. Dana Myers Executive Director mailto:asbdc@westex.net	Dana Myers mailto:asbdc@westex.net	Haskell, Jones, Kent, Knox, Stonewall, Throckmorton
Bee Community Action Agency	P.O. Box 1540 1701 N.W. Frontage Road Beeville, Texas 78104-1540 Phone: (361) 358-5530 Fax: (361) 358-6591	Ms. Anna Simo Executive Director mailto:anna.simo@bizstx.rr.com	Randy Kopplin mailto:randy.kopplin@bizstx.rr.com	Bee, Live Oak, McMullen, Refugio
Bexar County Community and Development Programs	233 N. Pecos Street, Suite 590 San Antonio, Texas 78207 Phone: (210) 335-3707 Fax: (210) 335-6788	Ms. Aurora M. Sanchez Executive Director mailto:asanchez@bexar.org	Delia Perez mailto:dperez@bexar.org	Bexar
Big Bend Community Action Committee, Inc.	P.O. Box 265 200 West San Antonio Street Marfa, Texas 79843 Phone: (432) 729-4908 Fax: (432) 729-3435	Ms. Emma Vasquez Executive Director mailto:evbbcac@sbccglobal.net	Gloria Garcia mailto:rcbbcac@sbccglobal.net	Brewster, Culberson, Hudspeth, Jeff Davis, Presidio
Brazos Valley Community Action Agency, Inc.	1500 University Dr E, Ste 100 College Station, Texas 77840 Phone: (979) 846-1100 Fax: (979) 260-9390	Ms. Karen Garber Executive Director mailto:kgarber@bvcaa.org	Bryan Jones mailto:bdjones@bvcaa.org	Brazos, Burleson, Grimes, Leon, Madison, Robertson, Walker, Waller, Washington
Cameron and Willacy Counties Community Projects, Inc.	3302 Boca Chica, Suite 209 Brownsville, Texas 78521-5705 Phone: (956) 544-6411 Fax: (956) 544-6414	Ms. Amalia C. Garza Executive Director mailto:cwccp@orbitbroadband.net	Xochitl C. Rodriguez	Cameron, Willacy
Caprock Community Action Association, Inc.	224 S. Berkshire Crosbyton, Texas 79322 Phone: (806) 675-7307 Fax: (806) 675-2291	Ms. Claudia Cowley Executive Director mailto:claudia.cowley@spworkforce.org	Alberta Sedillo mailto:albertas@caprockcaa.org	Crosby, Dickens, Floyd, Hale, King, Motley

<i>CEAP Subrecipient</i>	<i>Agency Address</i>	<i>Chief Executive</i>	<i>Contact Person</i>	<i>Counties Served</i>
Last Updated June 26, 2009 at 10:44am Central Texas Opportunities, Inc.	P.O. Box 820 1200 South Frio Coleman, Texas 76834 Phone: (325) 625-4167 Fax: (325) 625-3335	Mr. George Cormack Executive Director mailto:gcormack@ctoinc.org	Hanna Adams mailto:hadams@ctoinc.org	Brown, Callahan, Coleman, Comanche, Eastland, McCulloch, Runnels
Combined Community Action, Inc.	165 W. Austin Street Giddings, Texas 78942 Phone: (979) 540-2980 Fax: (979) 542-9565	Ms. Rhoda Marie Gersch Executive Director mailto:rmgersch@ccaction.com	Kelly Franke mailto:kjfranke@ccaction.com	Austin, Bastrop, Colorado, Fayette, Lee
Community Action Committee of Victoria Texas	P.O. Box 3607 4007 Halsey Street Victoria, Texas 77903-3607 Phone: (361) 578-2989 Fax: (361) 578-0062	Ms. Vicki Smith Executive Director mailto:cacv@sbcglobal.net	Shawnee Bayer	Aransas, Calhoun, DeWitt, Goliad, Gonzales, Jackson, Lavaca, Victoria
Community Action Corporation of South Texas	204 E. 1st Street PO Drawer 1820, 78333 Alice, Texas 78333-1820 Phone: (361) 664-0145 Fax: (361) 664-0120	Mr. Rafael Treviño, Jr. Executive Director mailto:rafael.trevino@cacost.org	Robert Cuevas mailto:robert.cuevas@cacost.org	Brooks, Jim Wells, San Patricio
Community Action Inc., of Hays, Caldwell and Blanco Counties	P.O. Box 748 San Marcos, Texas 78667-0748 Phone: (512) 392-1161 Fax: (512) 396-4255	Ms. Carole Belver Executive Director mailto:cbelver@communityaction.com	Tina Morrow mailto:tmorrow@communityaction.com	Blanco, Caldwell, Hays
Community Action Program, Inc.	P.O. Box 144 774 China Abilene, Texas 79604-0144 Phone: (325) 673-5785 Fax: (325) 673-5784	Dr. Morris Baker Executive Director mailto:morrisbaker@nts-online.net	Maria Aguilar mailto:mariaaguilar@nts-online.net	Shackelford, Stephens, Taylor
Community Council of Reeves County	700 Daggett Street, Suite F Pecos, Texas 79772-4524 Phone: (432) 447-4913 Fax: (432) 447-4914	Ms. Mary Jane Rios Executive Director	Rowena Lyles mailto:ccreeves3@valornet.com	Loving, Reeves, Ward, Winkler

CEAP Subrecipient	Agency Address	Chief Executive	Contact Person	Counties Served
Community Council of South Central Texas, Inc.	205-A E. Court Street Seguin, Texas 78155-5705 Phone: (830) 303-4376 Fax: (830) 372-5354	Mr. Robert Lucio Executive Director mailto:rlucio@ccsct.org	Carol Kruse mailto:ckruse@ccsct.org	Atascosa, Bandera, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, Wilson
Community Council of Southwest Texas, Inc.	P.O. Drawer 1709 713 East Main Street Uvalde, Texas 78802-1709 Phone: (830) 278-6268 Fax: (830) 278-4281	Mr. Richard Juarez Interim Executive Director mailto:rijuarez@ccswt.org	Mary Reyna mailto:crodriguez@ccswt.org	Edwards, Kinney, Real, Uvalde, Val Verde, Zavala
Community Services Agency of South Texas	P.O. Box 488 910 S. 5th Street Carrizo Springs, Texas 78834-6488 Phone: (830) 876-5219 Fax: (830) 876-5280	Mr. David Ojeda, Jr. Executive Director	Isabel Benavidez mailto:csaibenavidez@sbcglobal.net	Dimmit, LaSalle, Maverick
Community Services of Northeast Texas, Inc.	P.O. Box 427 304 E. Houston Linden, Texas 75563 Phone: (903) 756-5596 Fax: (903) 756-7294	Mr. Dan Boyd Executive Director mailto:dan.boyd@csntexas.org	Dan Boyd	Camp, Cass, Marion, Morris
Community Services, Inc.	P.O. Box 612 401 East 6th Ave. Corsicana, Texas 75151-0612 Phone: (903) 872-2401 Fax: (903) 872-0254	Ms. Pauletta Hines Executive Director mailto:Pauletta_hines@csicorsicana.org	Valerie Nickerson mailto:valerie_nickerson@csicorsicana.org	Anderson, Collin, Denton, Ellis, Henderson, Hunt, Kaufman, Navarro, Rockwall, Van Zandt
Concho Valley Community Action Agency	P.O. Box 671 36 West Beauregard Suite B-100 San Angelo, Texas 76903 Phone: (325) 653-2411 Fax: (325) 658-3147	Ms. Cynthia Mendez Executive Director mailto:cmendez@suddenlinkmail.com	Janet Appleton mailto:janet.appleton@suddenlinkmail.com	Coke, Concho, Crockett, Irion, Kimble, Menard, Reagan, Schleicher, Sterling, Sutton
Dallas County Department of Health and Human Services	2377 N. Stemmons Fwy, Suite 60 Dallas, Texas 75207-2710 Phone: (214) 819-1909 Fax: (214) 819-2895	Mr. Zachary Thompson Director mailto:ZThompson@dallascounty.org	Darla Spenser mailto:ZThompson@dallascounty.org	Dallas

<i>CEAP Subrecipient</i>	<i>Agency Address</i>	<i>Chief Executive</i>	<i>Contact Person</i>	<i>Counties Served</i>
Economic Action Committee of The Gulf Coast	P.O. Box 1685 904 Whitson St. Bay City, Texas 77404-1685 Phone: (979) 245-6901 Fax: (979) 245-5699	Ms. Susan Wells Executive Director mailto:eac-swells@sbcglobal.net	Jody Johnson mailto:eac-energy@sbcglobal.net	Matagorda
Economic Opportunities Advancement Corporation of Planning Region XI	500 Franklin Avenue Waco, Texas 76701-2111 Phone: (254) 753-0331 Fax: (254) 754-0046	Ms. Johnette Hicks Executive Director mailto:jhicks@centexbiz.rr.com	Claudia Gooch mailto:claudia@centexbiz.rr.com	Bosque, Falls, Freestone, Hill, Limestone, McLennan
El Paso Community Action Program, Project BRAVO, Inc.	P.O. Box 3445 El Paso, Texas 79923 Phone: (915) 562-4100 Fax: (915) 562-8952	Ms. Annie Payton Executive Director mailto:apayton@projectbravo.org	Jesus Muñoz mailto:jmunoz@projectbravo.org	El Paso
Fort Worth, City of, Parks & Community Services Department	4200 South Freeway, Suite 2200 Fort Worth, Texas 76115-1499 Phone: (817) 392-5700 Fax: (817) 392-5776	Mr. Richard Zavala Director	Jan McMullen mailto:jan.mcmullen@fortworthgov.org	Tarrant
Galveston County Community Action Council, Inc.	P.O. Box 3206 Galveston, Texas 77552 Phone: (409) 765-7878 Fax: (409) 765-9951	Ms. Norma R. Mitchell Executive Director mailto:normadmitche160@hotmail.com	Sabrina Harrell mailto:sl_harrell27@hotmail.com	Brazoria, Fort Bend, Galveston, Wharton
Greater East Texas Community Action Program (GETCAP)	P.O. Box 631938 114 W. Hospital Nacogdoches, Texas 75963 Phone: (936) 564-2491 Fax: (936) 564-0302	Ms. Karen Swenson Executive Director mailto:kswenson@sbcglobal.net	Beverly Norris mailto:bnorris@academicplanet.com	Angelina, Cherokee, Gregg, Houston, Nacogdoches, Polk, Rusk, San Jacinto, Smith, Trinity, Wood
Hidalgo County Community Services Agency	P.O. Box 204 2524 N. Closner Edinburg, Texas 78540 Phone: (956) 383-6250 Fax: (956) 380-4324	Ms. Maribel Navarro-Saenz Executive Director mailto:csa_lopez@yahoo.com	Thelma Vasquez mailto:tvasquez@csa-hidalgo.us	Hidalgo

<i>CEAP Subrecipient</i>	<i>Agency Address</i>	<i>Chief Executive</i>	<i>Contact Person</i>	<i>Counties Served</i>
Hill Country Community Action Association, Inc.	P.O. Box 846 2905 West Wallace San Saba, Texas 76877 Phone: (325) 372-5167 Fax: (325) 372-3526	Ms. Tama Shaw Executive Director mailto:tshaw@hccaa.com	Clovia Ketchum mailto:cketchum@hccaa.com	Bell, Coryell, Hamilton, Lampasas, Llano, Mason, Milam, Mills, San Saba
Institute for Rural Development	915 South 9th St. Kingsville, Texas 78363 Phone: (361) 592-1303 Fax: (361) 592-4209	Mr. Ben Figueroa Executive Director mailto:benfig2000@hotmail.com	Ben Figueroa	Duval
Kleberg County Human Services	720 E. Lee Street Kingsville, Texas 78363 Phone: (361) 595-8572 Fax: (361) 595-8578	Ms. Margie Del Bosque Interm Executive Director	David Garcia davgar68@yahoo.com	Kenedy, Kleberg
Lubbock, City of, Community Development Department	P.O. Box 2000 Lubbock, Texas 79457 Phone: (806) 775-2301 Fax: (806) 775-3917	Mr. Bill Howerton Jr. Director	Joe Rangel mailto:irangel@mail.ci.lubbock.tx.us	Lubbock
Montgomery County Emergency Assistance, Inc.	1022 McCall Street Conroe, Texas 77301 Phone: (936) 539-9211 Fax: (936) 539-9239	Mr. David Hwa Executive Director mailto:dhwa@mcea-tx.org	Mary Reed mailto:mary@mcea-tx.org	Montgomery
Northeast Texas Opportunities, Inc.	P.O. Box 478 Mount Vernon, Texas 75457 Phone: (903) 537-2256 Fax: (903) 537-2187	Ms. Beverly Logan Executive Director mailto:netobev@mt-vernon.com	Brenda Fountain mailto:neto@mt-vernon.com	Delta, Franklin, Hopkins, Lamar, Rains, Red River, Titus
Nueces County Community Action Agency	101 South Padre Island Drive Corpus Christi, Texas 78405 Phone: (361) 883-7201 Fax: (361) 883-9173	Mr. Joe A. Martinez Executive Director mailto:jam@nccaatx.org	Dorothy Wade mailto:dwade@nccaatx.org?subject=EAP	Nueces

CEAP Subrecipient	Agency Address	Chief Executive	Contact Person	Counties Served
Panhandle Community Services	P.O. Box 32150 1309 West 8th, Plaza C Amarillo, Texas 79120-2150 Phone: (806) 372-2531 Fax: (806) 373-8143	Ms. Phyllis Cook Executive Director mailto:p-cook@pcsvcs.org	Angie Ascencio mailto:a-ascencio@pcsvcs.org	Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Wheeler
Pecos County Community Action Agency	P.O. Box 940 Fort Stockton, Texas 79735 Phone: (432) 336-7528 Fax: (432) 336-7528	Mr. Miguel Ureta Executive Director mailto:mike.ureta@co.pecos.tx.us	 mailto:mike.ureta@co.pecos.tx.us	Crane, Pecos, Terrell
Programs for Human Services, Inc.	P.O. Box 1607 500 N. 4th St., Ste. 16 (zip 77630) Orange, Texas 77631-1607 Phone: (409) 886-0125 Fax: (409) 886-2849	Ms. Tish Foyle-Johnson Executive Director mailto:aptachgs@gtbizclass.com	Connie Gray mailto:cgray@gtbizclass.com	Chambers, Hardin, Jefferson, Liberty, Orange
Rolling Plains Management Corporation	P.O. Box 490 118 N 1st St Crowell, Texas 79227 Phone: (940) 684-1571 Fax: (940) 684-1693	Mr. Felix Taylor Executive Director mailto:felixtaylor@rollingplainsmgt.com	Marsha Anderson	Archer, Baylor, Clay, Cottle, Foard, Hardeman, Jack, Montague, Wichita, Wilbarger, Young
San Angelo-Tom Green County Development Services, Social Services Division	P.O. Box 1751 2 City Hall Plaza San Angelo, Texas 76902 Phone: (325) 655-0824 Fax: (325) 481-2632	Mr. Robert Salas Executive Director mailto:robert.salas@sanangelotexas.us?subject=CEAP_request	Chris Deanda mailto:chris.deanda@sanangelotexas.us	Tom Green
Senior Citizens Services of Texarkana, Inc.	P.O. Box 619 Texarkana, Texas 75504 Phone: (903) 831-7696 Fax: (903) 831-7869	Ms. Eden Leach Executive Director	Nancy Bowman mailto:nancy0scstxk@cablone.net	Bowie
Sheltering Arms Senior Services, Inc.	3838 Aberdeen Way Houston, Texas 77025 Phone: (713) 956-1888 Fax: (713) 956-2079	Mr. Robert E. Phillips President	Shauna Thomas mailto:sthomas@shelteringarms.org?subject=CEAP	Harris

<i>CEAP Subrecipient</i>	<i>Agency Address</i>	<i>Chief Executive</i>	<i>Contact Person</i>	<i>Counties Served</i>
South Plains Community Action Association, Inc.	P.O. Box 610 411 Austin Levelland, Texas 79336 Phone: (806) 894-6104 Fax: (806) 894-5349	Mr. W. D. Powell, Jr. Executive Director mailto:community.services@spcaa.org	Mary Martinez mailto:mary.martinez@spcaa.org	Bailey, Cochran, Garza, Hockley, Lamb, Lynn, Terry, Yoakum
South Texas Development Council	P.O. Box 2187 Laredo, Texas 78043-2187 Phone: (956) 722-3995 Fax: (956) 722-2670	Mr. Amando Garza, Jr. Executive Director mailto:agarzair@stdc.coq.tx.us	Juan E. Rodriguez mailto:jerodriquez@stdc.coq.tx.us	Jim Hogg, Starr, Zapata
Texas Neighborhood Services	1802 Martin Dr. 522 Palo Pinto St. Weatherford, Texas 76086 Phone: (817) 598-5700 Fax: (817) 594-9840	Mr. Bradley Manning Executive Director mailto:bmanning@txns.org	Sunny Erwin mailto:liz.erwin@txns.org	Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Wise
Texoma Council of Governments	1117 Gallagher Drive, Suite 100 Sherman, Texas 75090 Phone: (903) 813-3510 Fax: (903) 813-3511	Dr. Susan Thomas Executive Director mailto:stthomas@texoma.coq.tx.us	Brenda Smith mailto:bsmith@texoma.coq.tx.us	Cooke, Fannin, Grayson
Travis County Health and Human Services and Veterans Services	P.O. Box 1748 Austin, Texas 78767 Phone: (512) 854-4100 Fax: (512) 854-4123	Ms. Sherri Fleming Executive Manager mailto:sherri.fleming@co.travis.tx.us	Lisa Sindermann mailto:lisa.sindermann@co.travis.tx.us	Travis
Tri-County Community Action, Inc.	P.O. Drawer 1748 1121 Hurst St Center, Texas 75935 Phone: (936) 598-6315 Fax: (936) 598-7272	Ms. Lenola Wyatt-Tutt Executive Director mailto:lenolatutt@sbcglobal.net	Janette Williams mailto:jwilliams@tricitycommunityaction.org	Harrison, Jasper, Newton, Panola, Sabine, San Augustine, Shelby, Tyler, Upshur
Webb County Community Action Agency	1110 Washington St, Suite 203 Laredo, Texas 78040-4443 Phone: (956) 523-4182 Fax: (956) 523-5016	Mr. Javier H. Martinez Interim Executive Director	Maricela Benavides mailto:mbenavides@webbcountytx.gov	Webb

<i>CEAP Subrecipient</i>	<i>Agency Address</i>	<i>Chief Executive</i>	<i>Contact Person</i>	<i>Counties Served</i>
<p><small>Last Updated June 26, 2009 at 10:44am</small></p> <p>West Texas Opportunities, Inc.</p>	<p>P.O. Box 1308 603 North 4th Lamesa, Texas 79331 Phone: (806) 872-8354 Fax: (806) 872-5816</p>	<p>Ms. Janet Everheart Executive Director</p> <p>mailto:j.everheart.wto@gmail.com</p>	<p>Karen Faulkner</p> <p>mailto:kfaulknerwto@windstream.net</p>	<p>Andrews, Borden, Dawson, Ector, Fisher, Gaines, Glasscock, Howard, Martin, Midland, Mitchell, Nolan, Scurry, Upton</p>
<p>Williamson-Burnet County Opportunities, Inc.</p>	<p>P.O. Box 740 1911 North Austin Avenue Georgetown, Texas 78627 Phone: (512) 763-1400 Fax: (512) 763-1411</p>	<p>Mr. Andrew Shell Executive Director</p> <p>mailto:ashell@wbco.net</p>	<p>Estella Rodriguez</p> <p>mailto:erodriguez@wbco.net</p>	<p>Burnet, Williamson</p>

Comprehensive Energy Assistance Program

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
POST OFFICE BOX 13941, AUSTIN, TX 78711-3941
512/475-3951

Services by County

Current as of: 6/12/2009

COUNTY SERVED	SUBGRANTEE	PHONE NUMBERS	CEAP PHONE	1-800 toll-free
Anderson	Community Services, Inc.	(903) 872-2401	(903) 875-3727	1(800) 831-9929
Andrews	West Texas Opportunities, Inc.	(806) 872-8354	Ext. 215	
Angelina	Greater East Texas Community Action Program (GETCAP)	(936) 564-2491		1(800) 621-5746
Aransas	Community Action Committee of Victoria Texas	(361) 578-2989	(361) 575-0478	1(800) 695-0314
Archer	Rolling Plains Management Corporation	(940) 684-1571		1(800) 633-0852
Armstrong	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Atascosa	Community Council of South Central Texas, Inc.	(830) 303-4376	(830) 303-5670	
Austin	Combined Community Action, Inc.	(979) 540-2980	(979) 540-2985	1(800) 688-9065
Bailey	South Plains Community Action Association, Inc.	(806) 894-6104	(806) 894-4560	
Bandera	Community Council of South Central Texas, Inc.	(830) 303-4376	(830) 303-5670	
Bastrop	Combined Community Action, Inc.	(979) 540-2980	(979) 540-2985	1(800) 688-9065
Baylor	Rolling Plains Management Corporation	(940) 684-1571		1(800) 633-0852
Bee	Bee Community Action Agency	(361) 358-5530	(361)358-5530	1(800) 358-5534
Bell	Hill Country Community Action Association, Inc.	(325) 372-5167	Ext 232	
Bexar	Bexar County Community and Development Programs	(210) 335-3707	(210) 335-6541	
Blanco	Community Action Inc., of Hays, Caldwell and Blanco Counties	(512) 392-1161	Ext. 309	
Borden	West Texas Opportunities, Inc.	(806) 872-8354	Ext. 215	
Bosque	Economic Opportunities Advancement Corporation of Planning Region XI	(254) 753-0331	Ext 218	1(800) 772-2269
Bowie	Senior Citizens Services of Texarkana, Inc.	(903) 831-7696	(903) 831-7696	
Brazoria	Galveston County Community Action Council, Inc.	(409) 765-7878	(409) 762-8418	1(800) 300-3004
Brazos	Brazos Valley Community Action Agency, Inc.	(979) 846-1100	(979) 595-2910	
Brewster	Big Bend Community Action Committee, Inc.	(432) 729-4908		
Briscoe	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Brooks	Community Action Corporation of South Texas	(361) 664-0145	(361) 664-4769	
Brown	Central Texas Opportunities, Inc.	(325) 625-4167		1(800) 625-4167

COUNTY SERVED	SUBGRANTEE	PHONE NUMBERS	CEAP PHONE	1-800 toll-free
Burleson	Brazos Valley Community Action Agency, Inc.	(979) 846-1100	(979) 595-2910	
Burnet	Williamson-Burnet County Opportunities, Inc.	(512) 763-1400	(512) 763-1400	
Caldwell	Community Action Inc., of Hays, Caldwell and Blanco Counties	(512) 392-1161	Ext. 309	
Calhoun	Community Action Committee of Victoria Texas	(361) 578-2989	(361) 575-0478	1(800) 695-0314
Callahan	Central Texas Opportunities, Inc.	(325) 625-4167		1(800) 625-4167
Cameron	Cameron and Willacy Counties Community Projects, Inc.	(956) 544-6411		
Camp	Community Services of Northeast Texas, Inc.	(903) 756-5596		
Carson	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Cass	Community Services of Northeast Texas, Inc.	(903) 756-5596		
Castro	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Chambers	Programs for Human Services, Inc.	(409) 886-0125	(409) 886-4338	1(866) 550-0282
Cherokee	Greater East Texas Community Action Program (GETCAP)	(936) 564-2491		1(800) 621-5746
Childress	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Clay	Rolling Plains Management Corporation	(940) 684-1571		1(800) 633-0852
Cochran	South Plains Community Action Association, Inc.	(806) 894-6104	(806) 894-4560	
Coke	Concho Valley Community Action Agency	(325) 653-2411	(325) 653-1680	
Coleman	Central Texas Opportunities, Inc.	(325) 625-4167		1(800) 625-4167
Collin	Community Services, Inc.	(903) 872-2401	(903) 875-3727	1(800) 831-9929
Collingsworth	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Colorado	Combined Community Action, Inc.	(979) 540-2980	(979) 540-2985	1(800) 688-9065
Comal	Community Council of South Central Texas, Inc.	(830) 303-4376	(830) 303-5670	
Comanche	Central Texas Opportunities, Inc.	(325) 625-4167		1(800) 625-4167
Concho	Concho Valley Community Action Agency	(325) 653-2411	(325) 653-1680	
Cooke	Texoma Council of Governments	(903) 813-3510	(903) 813-3516	1(800) 677-8264
Coryell	Hill Country Community Action Association, Inc.	(325) 372-5167	Ext 232	
Cottle	Rolling Plains Management Corporation	(940) 684-1571		1(800) 633-0852
Crane	Pecos County Community Action Agency	(432) 336-7528		

COUNTY SERVED	SUBGRANTEE	PHONE NUMBERS	CEAP PHONE	1-800 toll-free
Crockett	Concho Valley Community Action Agency	(325) 653-2411	(325) 653-1680	
Crosby	Caprock Community Action Association, Inc.	(806) 675-7307	1 (800) 692-41	1(800) 692-4164
Culberson	Big Bend Community Action Committee, Inc.	(432) 729-4908		
Dallam	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Dallas	Dallas County Department of Health and Human Services	(214) 819-1909	(214) 819-1848	
Dawson	West Texas Opportunities, Inc.	(806) 872-8354	Ext. 215	
De Witt	Community Action Committee of Victoria Texas	(361) 578-2989	(361) 575-0478	1(800) 695-0314
Deaf Smith	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Delta	Northeast Texas Opportunities, Inc.	(903) 537-2256		
Denton	Community Services, Inc.	(903) 872-2401	(903) 875-3727	1(800) 831-9929
Dickens	Caprock Community Action Association, Inc.	(806) 675-7307	1 (800) 692-41	1(800) 692-4164
Dimmit	Community Services Agency of South Texas	(830) 876-5219	(830) 876-2918	
Donley	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Duval	Institute for Rural Development	(361) 592-1303		
Eastland	Central Texas Opportunities, Inc.	(325) 625-4167		1(800) 625-4167
Ector	West Texas Opportunities, Inc.	(806) 872-8354	Ext. 215	
Edwards	Community Council of Southwest Texas, Inc.	(830) 278-6268	(830) 278-6268	
El Paso	El Paso Community Action Program, Project BRAVO, Inc.	(915) 562-4100		
Ellis	Community Services, Inc.	(903) 872-2401	(903) 875-3727	1(800) 831-9929
Erath	Texas Neighborhood Services	(817) 598-5700	(817) 598-4650	1(800) 325-6944
Falls	Economic Opportunities Advancement Corporation of Planning Region XI	(254) 753-0331	Ext 218	1(800) 772-2269
Fannin	Texoma Council of Governments	(903) 813-3510	(903) 813-3516	1(800) 677-8264
Fayette	Combined Community Action, Inc.	(979) 540-2980	(979) 540-2985	1(800) 688-9065
Fisher	West Texas Opportunities, Inc.	(806) 872-8354	Ext. 215	
Floyd	Caprock Community Action Association, Inc.	(806) 675-7307	1 (800) 692-41	1(800) 692-4164
Foard	Rolling Plains Management Corporation	(940) 684-1571		1(800) 633-0852
Fort Bend	Galveston County Community Action Council, Inc.	(409) 765-7878	(409) 762-8418	1(800) 300-3004

COUNTY SERVED	SUBGRANTEE	PHONE NUMBERS	CEAP PHONE	1-800 toll-free
Franklin	Northeast Texas Opportunities, Inc.	(903) 537-2256		
Freestone	Economic Opportunities Advancement Corporation of Planning Region XI	(254) 753-0331	Ext 218	1(800) 772-2269
Frio	Community Council of South Central Texas, Inc.	(830) 303-4376	(830) 303-5670	
Gaines	West Texas Opportunities, Inc.	(806) 872-8354	Ext. 215	
Galveston	Galveston County Community Action Council, Inc.	(409) 765-7878	(409) 762-8418	1(800) 300-3004
Garza	South Plains Community Action Association, Inc.	(806) 894-6104	(806) 894-4560	
Gillespie	Community Council of South Central Texas, Inc.	(830) 303-4376	(830) 303-5670	
Glasscock	West Texas Opportunities, Inc.	(806) 872-8354	Ext. 215	
Goliad	Community Action Committee of Victoria Texas	(361) 578-2989	(361) 575-0478	1(800) 695-0314
Gonzales	Community Action Committee of Victoria Texas	(361) 578-2989	(361) 575-0478	1(800) 695-0314
Gray	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Grayson	Texoma Council of Governments	(903) 813-3510	(903) 813-3516	1(800) 677-8264
Gregg	Greater East Texas Community Action Program (GETCAP)	(936) 564-2491		1(800) 621-5746
Grimes	Brazos Valley Community Action Agency, Inc.	(979) 846-1100	(979) 595-2910	
Guadalupe	Community Council of South Central Texas, Inc.	(830) 303-4376	(830) 303-5670	
Hale	Caprock Community Action Association, Inc.	(806) 675-7307	1 (800) 692-41	1(800) 692-4164
Hall	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Hamilton	Hill Country Community Action Association, Inc.	(325) 372-5167	Ext 232	
Hansford	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Hardeman	Rolling Plains Management Corporation	(940) 684-1571		1(800) 633-0852
Hardin	Programs for Human Services, Inc.	(409) 886-0125	(409) 886-4338	1(866) 550-0282
Harris	Sheltering Arms Senior Services, Inc.	(713) 956-1888	(713) 956-7456	
Harrison	Tri-County Community Action, Inc.	(936) 598-6315		
Hartley	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Haskell	Aspermont Small Business Development Center, Inc.	(940) 989-3538	(940) 989-3538	1(800) 722-0137
Hays	Community Action Inc., of Hays, Caldwell and Blanco Counties	(512) 392-1161	Ext. 309	
Hemphill	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727

COUNTY SERVED	SUBGRANTEE	PHONE NUMBERS	CEAP PHONE	1-800 toll-free
Henderson	Community Services, Inc.	(903) 872-2401	(903) 875-3727	1(800) 831-9929
Hidalgo	Hidalgo County Community Services Agency	(956) 383-6250	Ext. 2 then 44	1(800) 522-4021
Hill	Economic Opportunities Advancement Corporation of Planning Region XI	(254) 753-0331	Ext 218	1(800) 772-2269
Hockley	South Plains Community Action Association, Inc.	(806) 894-6104	(806) 894-4560	
Hood	Texas Neighborhood Services	(817) 598-5700	(817) 598-4650	1(800) 325-6944
Hopkins	Northeast Texas Opportunities, Inc.	(903) 537-2256		
Houston	Greater East Texas Community Action Program (GETCAP)	(936) 564-2491		1(800) 621-5746
Howard	West Texas Opportunities, Inc.	(806) 872-8354	Ext. 215	
Hudspeth	Big Bend Community Action Committee, Inc.	(432) 729-4908		
Hunt	Community Services, Inc.	(903) 872-2401	(903) 875-3727	1(800) 831-9929
Hutchinson	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Irion	Concho Valley Community Action Agency	(325) 653-2411	(325) 653-1680	
Jack	Rolling Plains Management Corporation	(940) 684-1571		1(800) 633-0852
Jackson	Community Action Committee of Victoria Texas	(361) 578-2989	(361) 575-0478	1(800) 695-0314
Jasper	Tri-County Community Action, Inc.	(936) 598-6315		
Jeff Davis	Big Bend Community Action Committee, Inc.	(432) 729-4908		
Jefferson	Programs for Human Services, Inc.	(409) 886-0125	(409) 886-4338	1(866) 550-0282
Jim Hogg	South Texas Development Council	(956) 722-3995	(956) 722-3995	
Jim Wells	Community Action Corporation of South Texas	(361) 664-0145	(361) 664-4769	
Johnson	Texas Neighborhood Services	(817) 598-5700	(817) 598-4650	1(800) 325-6944
Jones	Aspermont Small Business Development Center, Inc.	(940) 989-3538	(940) 989-3538	1(800) 722-0137
Karnes	Community Council of South Central Texas, Inc.	(830) 303-4376	(830) 303-5670	
Kaufman	Community Services, Inc.	(903) 872-2401	(903) 875-3727	1(800) 831-9929
Kendall	Community Council of South Central Texas, Inc.	(830) 303-4376	(830) 303-5670	
Kenedy	Kleberg County Human Services	(361) 595-8572	(361) 595-8572	1(800) 356-3463
Kent	Aspermont Small Business Development Center, Inc.	(940) 989-3538	(940) 989-3538	1(800) 722-0137
Kerr	Community Council of South Central Texas, Inc.	(830) 303-4376	(830) 303-5670	

COUNTY SERVED	SUBGRANTEE	PHONE NUMBERS	CEAP PHONE	1-800 toll-free
Kimble	Concho Valley Community Action Agency	(325) 653-2411	(325) 653-1680	
King	Caprock Community Action Association, Inc.	(806) 675-7307	1 (800) 692-41	1(800) 692-4164
Kinney	Community Council of Southwest Texas, Inc.	(830) 278-6268	(830) 278-6268	
Kleberg	Kleberg County Human Services	(361) 595-8572	(361) 595-8572	1(800) 356-3463
Knox	Aspermont Small Business Development Center, Inc.	(940) 989-3538	(940) 989-3538	1(800) 722-0137
La Salle	Community Services Agency of South Texas	(830) 876-5219	(830) 876-2918	
Lamar	Northeast Texas Opportunities, Inc.	(903) 537-2256		
Lamb	South Plains Community Action Association, Inc.	(806) 894-6104	(806) 894-4560	
Lampasas	Hill Country Community Action Association, Inc.	(325) 372-5167	Ext 232	
Lavaca	Community Action Committee of Victoria Texas	(361) 578-2989	(361) 575-0478	1(800) 695-0314
Lee	Combined Community Action, Inc.	(979) 540-2980	(979) 540-2985	1(800) 688-9065
Leon	Brazos Valley Community Action Agency, Inc.	(979) 846-1100	(979) 595-2910	
Liberty	Programs for Human Services, Inc.	(409) 886-0125	(409) 886-4338	1(866) 550-0282
Limestone	Economic Opportunities Advancement Corporation of Planning Region XI	(254) 753-0331	Ext 218	1(800) 772-2269
Lipscomb	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Live Oak	Bee Community Action Agency	(361) 358-5530	(361)358-5530	1(800) 358-5534
Llano	Hill Country Community Action Association, Inc.	(325) 372-5167	Ext 232	
Loving	Community Council of Reeves County	(432) 447-4913		
Lubbock	Lubbock, City of, Community Development Department	(806) 775-2301		
Lynn	South Plains Community Action Association, Inc.	(806) 894-6104	(806) 894-4560	
Madison	Brazos Valley Community Action Agency, Inc.	(979) 846-1100	(979) 595-2910	
Marion	Community Services of Northeast Texas, Inc.	(903) 756-5596		
Martin	West Texas Opportunities, Inc.	(806) 872-8354	Ext. 215	
Mason	Hill Country Community Action Association, Inc.	(325) 372-5167	Ext 232	
Matagorda	Economic Action Committee of The Gulf Coast	(979) 245-6901	(979) 245-3250	
Maverick	Community Services Agency of South Texas	(830) 876-5219	(830) 876-2918	
McCulloch	Central Texas Opportunities, Inc.	(325) 625-4167		1(800) 625-4167

COUNTY SERVED	SUBGRANTEE	PHONE NUMBERS	CEAP PHONE	1-800 toll-free
McLennan	Economic Opportunities Advancement Corporation of Planning Region XI	(254) 753-0331	Ext 218	1(800) 772-2269
McMullen	Bee Community Action Agency	(361) 358-5530	(361)358-5530	1(800) 358-5534
Medina	Community Council of South Central Texas, Inc.	(830) 303-4376	(830) 303-5670	
Menard	Concho Valley Community Action Agency	(325) 653-2411	(325) 653-1680	
Midland	West Texas Opportunities, Inc.	(806) 872-8354	Ext. 215	
Milam	Hill Country Community Action Association, Inc.	(325) 372-5167	Ext 232	
Mills	Hill Country Community Action Association, Inc.	(325) 372-5167	Ext 232	
Mitchell	West Texas Opportunities, Inc.	(806) 872-8354	Ext. 215	
Montague	Rolling Plains Management Corporation	(940) 684-1571		1(800) 633-0852
Montgomery	Montgomery County Emergency Assistance, Inc.	(936) 539-9211	(936) 539-9211	
Moore	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Morris	Community Services of Northeast Texas, Inc.	(903) 756-5596		
Motley	Caprock Community Action Association, Inc.	(806) 675-7307	1 (800) 692-41	1(800) 692-4164
Nacogdoches	Greater East Texas Community Action Program (GETCAP)	(936) 564-2491		1(800) 621-5746
Navarro	Community Services, Inc.	(903) 872-2401	(903) 875-3727	1(800) 831-9929
Newton	Tri-County Community Action, Inc.	(936) 598-6315		
Nolan	West Texas Opportunities, Inc.	(806) 872-8354	Ext. 215	
Nueces	Nueces County Community Action Agency	(361) 883-7201	(361) 883-7201	
Ochiltree	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Oldham	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Orange	Programs for Human Services, Inc.	(409) 886-0125	(409) 886-4338	1(866) 550-0282
Palo Pinto	Texas Neighborhood Services	(817) 598-5700	(817) 598-4650	1(800) 325-6944
Panola	Tri-County Community Action, Inc.	(936) 598-6315		
Parker	Texas Neighborhood Services	(817) 598-5700	(817) 598-4650	1(800) 325-6944
Parmer	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Pecos	Pecos County Community Action Agency	(432) 336-7528		
Polk	Greater East Texas Community Action Program (GETCAP)	(936) 564-2491		1(800) 621-5746

COUNTY SERVED	SUBGRANTEE	PHONE NUMBERS	CEAP PHONE	1-800 toll-free
Potter	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Presidio	Big Bend Community Action Committee, Inc.	(432) 729-4908		
Rains	Northeast Texas Opportunities, Inc.	(903) 537-2256		
Randall	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Reagan	Concho Valley Community Action Agency	(325) 653-2411	(325) 653-1680	
Real	Community Council of Southwest Texas, Inc.	(830) 278-6268	(830) 278-6268	
Red River	Northeast Texas Opportunities, Inc.	(903) 537-2256		
Reeves	Community Council of Reeves County	(432) 447-4913		
Refugio	Bee Community Action Agency	(361) 358-5530	(361)358-5530	1(800) 358-5534
Roberts	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Robertson	Brazos Valley Community Action Agency, Inc.	(979) 846-1100	(979) 595-2910	
Rockwall	Community Services, Inc.	(903) 872-2401	(903) 875-3727	1(800) 831-9929
Runnels	Central Texas Opportunities, Inc.	(325) 625-4167		1(800) 625-4167
Rusk	Greater East Texas Community Action Program (GETCAP)	(936) 564-2491		1(800) 621-5746
Sabine	Tri-County Community Action, Inc.	(936) 598-6315		
San Augustine	Tri-County Community Action, Inc.	(936) 598-6315		
San Jacinto	Greater East Texas Community Action Program (GETCAP)	(936) 564-2491		1(800) 621-5746
San Patricio	Community Action Corporation of South Texas	(361) 664-0145	(361) 664-4769	
San Saba	Hill Country Community Action Association, Inc.	(325) 372-5167	Ext 232	
Schleicher	Concho Valley Community Action Agency	(325) 653-2411	(325) 653-1680	
Scurry	West Texas Opportunities, Inc.	(806) 872-8354	Ext. 215	
Shackelford	Community Action Program, Inc.	(325) 673-5785	Ext. 303	
Shelby	Tri-County Community Action, Inc.	(936) 598-6315		
Sherman	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Smith	Greater East Texas Community Action Program (GETCAP)	(936) 564-2491		1(800) 621-5746
Somervell	Texas Neighborhood Services	(817) 598-5700	(817) 598-4650	1(800) 325-6944
Starr	South Texas Development Council	(956) 722-3995	(956) 722-3995	

COUNTY SERVED	SUBGRANTEE	PHONE NUMBERS	CEAP PHONE	1-800 toll-free
Stephens	Community Action Program, Inc.	(325) 673-5785	Ext. 303	
Sterling	Concho Valley Community Action Agency	(325) 653-2411	(325) 653-1680	
Stonewall	Aspermont Small Business Development Center, Inc.	(940) 989-3538	(940) 989-3538	1(800) 722-0137
Sutton	Concho Valley Community Action Agency	(325) 653-2411	(325) 653-1680	
Swisher	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Tarrant	Fort Worth, City of, Parks & Community Services Department	(817) 392-5700	(817) 392-5790	
Taylor	Community Action Program, Inc.	(325) 673-5785	Ext. 303	
Terrell	Pecos County Community Action Agency	(432) 336-7528		
Terry	South Plains Community Action Association, Inc.	(806) 894-6104	(806) 894-4560	
Throckmorton	Aspermont Small Business Development Center, Inc.	(940) 989-3538	(940) 989-3538	1(800) 722-0137
Titus	Northeast Texas Opportunities, Inc.	(903) 537-2256		
Tom Green	San Angelo-Tom Green County Development Services, Social Services Divisio	(325) 655-0824	(325) 657-4400	
Travis	Travis County Health and Human Services and Veterans Services	(512) 854-4100	(512) 854-4594	
Trinity	Greater East Texas Community Action Program (GETCAP)	(936) 564-2491		1(800) 621-5746
Tyler	Tri-County Community Action, Inc.	(936) 598-6315		
Upshur	Tri-County Community Action, Inc.	(936) 598-6315		
Upton	West Texas Opportunities, Inc.	(806) 872-8354	Ext. 215	
Uvalde	Community Council of Southwest Texas, Inc.	(830) 278-6268	(830) 278-6268	
Val Verde	Community Council of Southwest Texas, Inc.	(830) 278-6268	(830) 278-6268	
Van Zandt	Community Services, Inc.	(903) 872-2401	(903) 875-3727	1(800) 831-9929
Victoria	Community Action Committee of Victoria Texas	(361) 578-2989	(361) 575-0478	1(800) 695-0314
Walker	Brazos Valley Community Action Agency, Inc.	(979) 846-1100	(979) 595-2910	
Waller	Brazos Valley Community Action Agency, Inc.	(979) 846-1100	(979) 595-2910	
Ward	Community Council of Reeves County	(432) 447-4913		
Washington	Brazos Valley Community Action Agency, Inc.	(979) 846-1100	(979) 595-2910	
Webb	Webb County Community Action Agency	(956) 523-4182		
Wharton	Galveston County Community Action Council, Inc.	(409) 765-7878	(409) 762-8418	1(800) 300-3004

COUNTY SERVED	SUBGRANTEE	PHONE NUMBERS	CEAP PHONE	1-800 toll-free
Wheeler	Panhandle Community Services	(806) 372-2531	Ext 225	1(800) 676-4727
Wichita	Rolling Plains Management Corporation	(940) 684-1571		1(800) 633-0852
Wilbarger	Rolling Plains Management Corporation	(940) 684-1571		1(800) 633-0852
Willacy	Cameron and Willacy Counties Community Projects, Inc.	(956) 544-6411		
Williamson	Williamson-Burnet County Opportunities, Inc.	(512) 763-1400	(512) 763-1400	
Wilson	Community Council of South Central Texas, Inc.	(830) 303-4376	(830) 303-5670	
Winkler	Community Council of Reeves County	(432) 447-4913		
Wise	Texas Neighborhood Services	(817) 598-5700	(817) 598-4650	1(800) 325-6944
Wood	Greater East Texas Community Action Program (GETCAP)	(936) 564-2491		1(800) 621-5746
Yoakum	South Plains Community Action Association, Inc.	(806) 894-6104	(806) 894-4560	
Young	Rolling Plains Management Corporation	(940) 684-1571		1(800) 633-0852
Zapata	South Texas Development Council	(956) 722-3995	(956) 722-3995	
Zavala	Community Council of Southwest Texas, Inc.	(830) 278-6268	(830) 278-6268	

STATE OF TEXAS, STATE OPERATIONS CENTER (SOC)

SUBJECT: Heat Response

SITUATION REPORT # 1

DATE AND TIME COVERED: June 23, 4:00 P.M. through

- CURRENT SITUATION:** A strong upper-level high pressure ridge and persistent drought conditions will help produce near record heat through the week, with the cumulative effects placing significant heat-related stress on individuals, if precautions are not taken. The high- pressure system responsible for the heat arrived in near-perfect tandem with astronomical summer, which began Sunday. Once the upper high center sets up over the South Plains area today, it will not venture far or release its hold on the area over the next 7 to 10 days. The forecast calls for hot and dry weather conditions over this extended period. In preparation for this extended hot and dry period, the Division of Emergency Management, State Operations Center (SOC) has requested that local jurisdictions provide their contingency plans for responding to heat-related emergencies. These plans can include heat stress related press releases for public awareness, community outreach programs, identification of cooling centers, information hotlines, and how to obtain resources.

At this time, no Heat Advisories or Excessive Heat Advisories have been issued by any of the National Weather Service Offices (NWSOs). However, NWSO Corpus Christi has issued a Special Weather Statement for La Salle, McMullen, Live Oak, Bee, Goliad, Victoria, Webb, Duval, Jim Wells, Kleberg, Nueces, and San Patricio Counties through this evening. The combination of very warm temperatures and high dew point values will produce heat indices between 105 and 109 degrees this afternoon. A few locations over the inland portions of the southern Coastal Bend to the southern Brush Country could see heat index values reach 110 degrees for an hour or two.

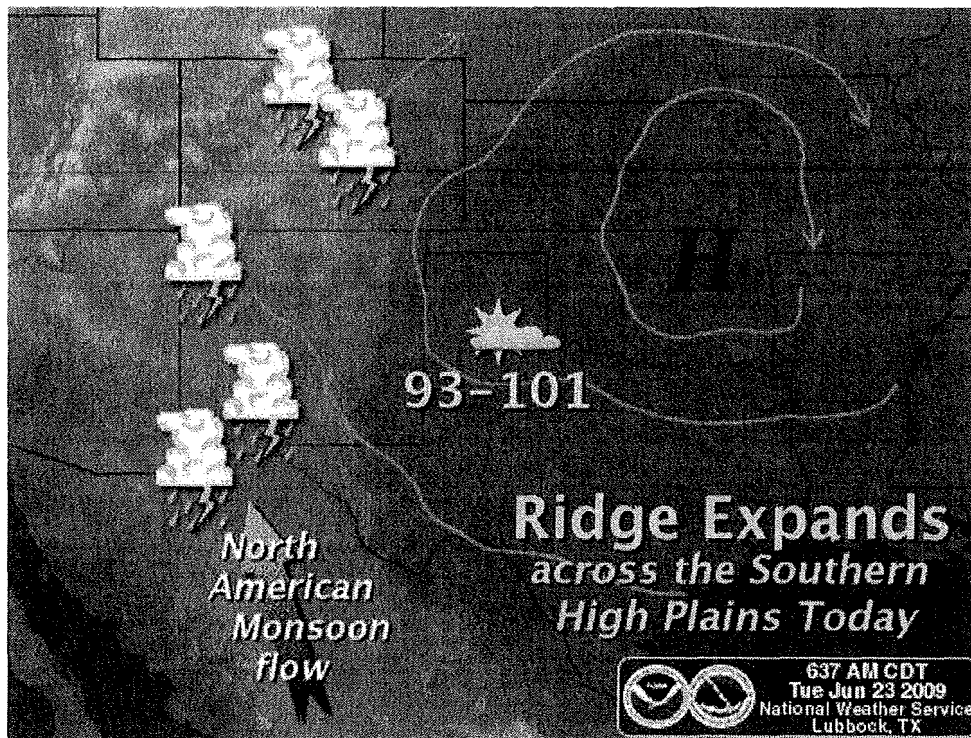
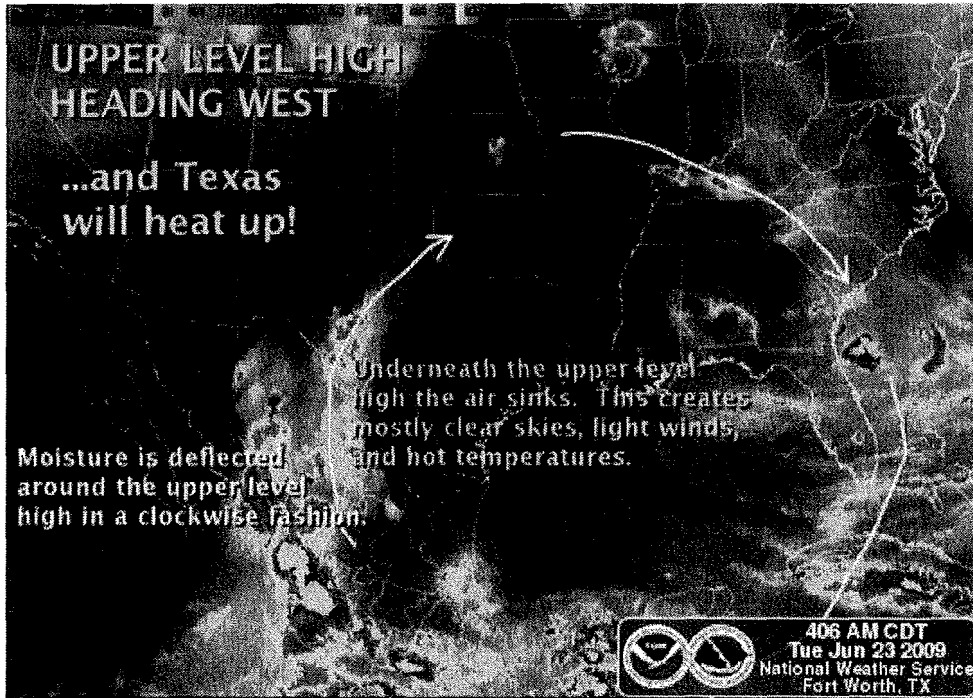
NWS Forecast Office, Norman, Oklahoma has issued a Hazardous Weather Outlook for Hardeman, Foard, Wilbarger, Wichita, Knox, Baylor, Archer, and Clay Counties through tonight. Afternoon heat indices will approach or exceed 105 in many of these areas each day this week.

Additionally, NWSO Houston/Galveston has issued a Hazardous Weather Outlook for Austin, Brazoria, Brazos, Burleson, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Liberty, Madison, Matagorda, Montgomery, Polk, San Jacinto, Trinity, Walker, Waller, Washington, and Wharton Counties effective today

The long stretch of hot and dry weather will gradually have adverse impacts on the elderly, small children, and pets. Even those in top physical shape can develop heat-related illnesses if proper safety rules are not followed. A few common rules to follow include:

1. Drink plenty of water.
2. Limit exposure to the sun.
3. Dress in light-colored clothing.
4. Take frequent breaks when working outside.
5. Apply sunscreen often.

A Heat Advisory may be needed later this week or during the weekend.



SELECTED COMMUNITY ACTIONS:

City of Allen: Allen operates public facilities such as libraries and recreation centers that are open for the public's use.

City of Plano: The City of Plano Fire Department has implemented guidelines for their firefighters. The purpose of these guidelines is to allow Plano FD personnel to safely train during periods of hot, humid weather.

Dallas County: Dallas County Health and Human Services issued to the general public an immediate press release on June 19th regarding extreme heat. It also was released to their local 2-1-1 (Community Council of Greater Dallas).

Texas Department of Housing and Community Affairs (TDHCA): The Texas Department of Housing and Community Affairs, funds the local agencies that administer the Comprehensive Energy Assistance Program (CEAP), and the Weatherization Assistance Program (WAP) in all 254 counties of the State of Texas. General information and contact information on both energy assistance programs is provided below:

Comprehensive Energy Assistance Program (CEAP):

CEAP funds are available to respond to the energy needs of low-income households. CEAP has four different components: Energy Crisis, Elderly/Disabled, Co-payment, and Heating and Cooling. The first three components assist qualifying households pay their energy bill, and the Heating and Cooling component repairs and or replaces inefficient heating and cooling appliances for eligible households.

The CEAP application is obtained and processed at the local level. Not all households qualify; to see if your household qualifies, please apply at your local CEAP provider. Priority is given to elderly households, persons with disabilities, households with children under the age of six, and households with high energy use or high energy burden. The program operates year round or as funding allows. To obtain information on where to apply for CEAP assistance, please use a land-based phone (not cellular) to dial 1-877-399-8939 toll-free, Monday through Friday, 8:00 a.m. to 5:00 p.m. Attached are Sub-recipient and Sub-grantee lists of providers to which applicants can refer. Applicants can also locate the nearest CEAP provider through the following link: <http://www.tdhca.state.tx.us/ea/docs/09-CEAPSubrecipients.pdf>

2. **AREAS AFFECTED BY EVENT:** Most of the State
3. **COMMENTS:** The Division of Emergency Management staff will continue to monitor this situation and provide additional reports as necessary. The State SOC is presently at activation Level I (Emergency Conditions) to support border security operations.

The four levels of SOC activation are:

- Level I (Emergency Conditions)
- Level II (Escalated Response Conditions)
- Level III (Increased Readiness Conditions)
- Level IV (Normal Conditions)

This Situation Report can be found on the DEM Homepage at www.txdps.state.tx.us/dem

Jack Colley
Chief, Emergency Management Division

7

Travis County Commissioners Court Agenda Request

Voting Session 6/30/09 Work Session _____
(Date) (Date)

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

B. Requested Text: **Approve License Agreement with Lake Shore Ranch Property Owners Association, Inc. for two entrance wing walls in the right of way of Austin Boulevard, in Precinct 3.**


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

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

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

Yes X No _____

Please list those contacted and their phone numbers:

 Anna Bowlin -- 854-9383 David Greear - 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

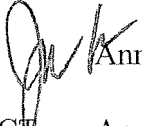
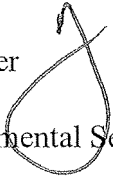
411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

MEMORANDUM

DATE: June 10, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, AICP, Director, Developmental Services 

SUBJECT: Approve a License Agreement with the Lake Shore Ranch Property Owners Association, Inc. for two wing walls in the right of way of Austin Boulevard, at the entrance of the Resubdivision of Lakeshore Ranch No. 1, a subdivision in Precinct 3.

Summary and Staff Recommendation:

The applicant requests to enter into this agreement, which covers improvements in the right-of-way of Austin Boulevard, at the entrance of Resubdivision Lakeshore Ranch No. 1 subdivision. Austin Boulevard is accepted for maintenance by Travis County. The covered improvements do not create unacceptable traffic safety hazards in the public right-of-way. David Greear, TNR Traffic Manager has reviewed the proposal and recommends approval of the proposed motion, provided that the 7' clear zone is maintained on the south side of Austin Boulevard, 6' to be allowed on the north side.

Budgetary and Fiscal Impacts:

The applicant has provided cash escrow, in the amount of \$260.00, for the estimated amount to remove the improvements in the right-of way, should it become necessary for the County to do so.

Issues and Opportunities:

The interesting thing about this subdivision is that one needs to travel through the City of Lago Vista to enter the subdivision. Although some people travel into this subdivision looking for access to Lake Travis, there is no access. The property owners want to construct wing walls to discourage non-residents from entering the subdivision.

Page 2

June 10, 2009

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

Required Authorizations:

The proposed License Agreement utilizes the standard form from Chapter 82 of the Standards for Construction of Streets and Drainage in Subdivisions.

Exhibits:

Letters from applicant
License Agreement
Exhibits
Insurance certificate
Location map

DV:AB:dv

1102 Lakeshore Ranch No. 1

Lake Shore Ranch Property Owners Association
P.O. Box 4323
Lago Vista, Texas 78645

May 28, 2009

Ms. Darla Vasterling
Engineering Specialist
Travis County Transp. & Natural
Resources, Planning and
Engineering Services
Executive Office Building
411. W.13th St.
Austin, TX 78767-1748

BY FEDERAL EXPRESS

RE: License Agreement for Building of Wing Walls on Each Side of Austin Blvd. at
the Entrance to Lake Shore Ranch Subdivision No. 1 in Travis County, Texas

Dear Ms. Vasterling:

I am sending you this letter at the request of the Board of Directors of the Lake Shore Ranch Property Owners Association (hereinafter referred to as the "LSRPOA") regarding the wing walls that the Board of Directors, including numerous homeowners and numerous lot owners in the subdivision would like to build at the entrance to the Lake Shore Ranch Subdivision No. 1 on Austin Blvd.

First of all, I would like to personally thank you for all of your assistance and information you have provided us regarding the placement of these wing walls. We would have never gotten this far if you had not provided us excellent assistance and guidance.

I am enclosing the following list of documents, letters and photos with this letter:

1. The original completed License Agreement for the placement of these two wing walls in

the Travis County easement on Austin Blvd. This License Agreement has Exhibit "A" attached to it, along with Exhibit Nos. 1 and 2;

2. A two-page certificate of Commercial Liability Insurance coverage dated May 11, 2009 from the Western Heritage Insurance Company issued to the LSRPOA, with a confirmation that Travis County is an additional insured under this commercial liability insurance policy;
3. A signed letter from Mr. Martin Mueller of M.A. Mueller Construction Company, Inc. dated May 25, 2009 providing an estimate of his construction company's charge of \$260.00 to knock down these two wing walls if requested; (Mr. Mueller's company will construct the footing for these wing walls.)
4. A check from the LSRPOA in the amount of \$260.00 payable to Travis County for the security deposit for removal of these wing walls if necessary as required by the enclosed License Agreement;
5. A total of 12 photographs of the property location along the side of Austin Blvd. where the LSRPOA requests to place these two wing walls.

I have a few comments regarding the above described documents and these 12 photographs I am enclosing. First of all, Exhibit "A" to the License Agreement explains the basis for our request to start these wing walls 6' from the edge of the gravel on the left side of Austin Blvd. As I believe you will observe from reviewing Exhibit "A" and the photographs enclosed with this letter, there is a large power pole on the left side of Austin Blvd. that is in the location where we would preferred to place the left wing wall. However, if we put the outside column with the light on top of it for this left wing wall at a location that is 8' from the side of the

road, then the illumination from the light on top of the column would be blocked by the power pole. Thus, we believe it would be much safer and better for all the reasons stated in Exhibit "A" to place the outside edge of this column on this wing wall exactly 6'^{6"} away from the gravel edge of the left side of Austin Blvd. It will also make these wing walls look much better. (This is very difficult to explain in this letter and this why I am enclosing these 12 photos with descriptive labels on them so that you can see why we want to place this first column six (6) feet away from the gravel on the side of the road.)

I am also enclosing 12 photographs we made of each side of Austin Blvd. which show what the road looks like when you first enter the Lake Shore Ranch Subdivision. As I am sure you will observe, the sign on the right side of the entry to the subdivision is presently placed less than 6' away from the edge of the road, including all of the stone mailboxes and country road signs behind it and on each side of the road. Please see Photograph Nos. 1 - 5 which show the right side of Austin Blvd. at the entrance to the subdivision.

As for the photograph Nos. 6 - 10, these five photographs show the left side of Austin Blvd. where we want to build the other wing wall. Please notice that this power pole is clearly shown in Photograph Nos. 6 - 9. We plan on placing the outside edge of the wing wall 6' from the gravel edge of the side of Austin Blvd., as shown in Photograph No. 7 where the wood stake is shown. This will cause this wing wall to be set behind the power pole. However, this will also allow the light on the top of this column of this wing wall to not be obstructed by the power pole. Stated another way, if we have to place the outside column of this wing wall that is closest to the road exactly 8' from the side of Austin Blvd., then the light on the column would be blocked from a good clear view. (For your additional information, we plan on trimming some of the trees

shown in Photograph Nos. 6 - 10.)

As for Photograph Nos. 11 and 12, Photo No. 11 shows a AT&T phone box that is placed less than 6' away from the edge of Austin Blvd. Additionally, Photograph No. 12 shows a road culvert along Austin Blvd. which was definitely constructed less than 6' away from the edge of Austin Blvd.

I hope this License Agreement with its attachments and the enclosed photographs explain the basis for what we are trying to do. All of the Board of Directors, including all the homeowners we have spoken to regarding these wing walls believe they will be very beautiful for our community. For your additional information, we contacted Pedernales Electric Company (PEC) regarding moving this power pole on the left side of Austin Blvd. To make a long story short, PEC will do anything we request within reason and they have been very helpful. However, it would cost \$15,000 to move this power pole and we do not have the monies to do this. Thus, we decided we are going to move our wing wall behind the power pole and place some landscaping around this power pole to make it one of the most beautiful power poles in Travis County. (We will also probably have some low voltage around this landscaping to make it look good.)

Anyhow, please call me if you have any questions. Thanks again for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "John T. Johnson", written in a cursive style.

JOHN T. JOHNSON

281-808-8080 (Cell)

Lake Shore Ranch Property Owners Association
P.O. Box 4323
Lago Vista, Texas 78645

May 29, 2009

Ms. Darla Vasterling
Engineering Specialist
Travis County Transp. & Natural
Resources, Planning and
Engineering Services
Executive Office Building
411. W.13th St.
Austin, TX 78767-1748

BY FEDERAL EXPRESS

RE: Supplemental Information to the License Agreement for Building of Wing Walls
on Each Side of Austin Blvd. at the Entrance to Lake Shore Ranch Subdivision
No. 1 in Travis County, Texas

Dear Ms. Vasterling:

This letter is a follow up to our telephone conversation on Friday, May 29, 2009 regarding the License Agreement and additional information I sent you on May 28th. I am enclosing a photocopy of Page A-1 of the previous architectural drawings of the wing walls that the Lake Shore Ranch Property Owners Association, Inc. would like to place on the north side and south side of Austin Blvd. in the county's easement at the entrance to Lake Shore Ranch Subdivision No. 1. I handwrote in the dimensions of the width of the asphalt road (20'), along with the approximately width of the gravel on each side of Austin Blvd. (Approximately 6") and the total length of each wing wall (13' 0") on the enclosed Page A-2. Our intention is to keep these wing walls within the County's easement and right-of-way. Please let me know if I need to provide you any further information regarding these dimensions and I certainly will.

For your additional information, Photo Nos. 1 - 5 that I enclosed with my letter of May 28th show the south side of Austin Blvd. when you are approaching the entrance to the Lake Shore Ranch Subdivision No. 1, when you are driving from the west on Austin Blvd. (This is what I refer to in my letter of May 28th and in the photos as the "right side" of Austin Blvd.) Photos Nos. 6, 8 and 9 are photos of the north side of Austin Blvd. when you are approaching the entrance to the Lake Shore Ranch Subdivision No. 1 from the west on Austin Blvd. (This is what I refer to in my letter of May 28th and in the photos as the "left side" of Austin Blvd.) Photo Nos. 7 and 10 are photos showing the north side of Austin Blvd., i.e., the left side of the road, which photos were made looking west on Austin Blvd. towards the entrance to Lake Shore Ranch Subdivision No. 1. These two Photo Nos. 7 and 10, along with Photo Nos. 8 and 9, show the basis as to why we want to place the starting edge of each wing wall a distance of 6' away from the edge of the gravel on each side of Austin Blvd. (This means that the outside edge of the first column of each wing wall would actually start 6' 6" from the actual asphalt side of Austin Blvd., since we are measuring from the edge of the gravel on each side of the road, which gives us a distance of 6' 6".)

I understand that the street Austin Blvd. as shown on the photocopy Travis County Appraisal District map that I sent you is actually 60' wide which distance includes the 20' of asphalt road and the additional 20' on each side of the asphalt road Austin Blvd. (I did not realize this when I drew in the location of the wing walls on the map that I sent you in my letter of May 28th.) I am enclosing an enlarged copy of my Exhibit No. 2 map which shows the location of these proposed wing walls on each side of Austin Blvd. at the entrance to Lake Shore Ranch Subdivision No. 1. Hopefully I have corrected my error.

Thanks again for your assistance. Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John Johnson", with a long, sweeping horizontal line extending to the right.

John Johnson
(281) 808-8080 (Cell)

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in Resub. Lake Shore Ranch Sub. No. 1, a subdivision located in Travis County, being more particularly described in that certain plat recorded at [Book 15, Page 34, of the Plat] OR [Doc# _____, of the Official Public] Records of Travis County, Texas) (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to install, pay expenses, and maintain certain landscaping and improvements in portions of the right-of-way of Austin Boulevard _____ in the Subdivision; and

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

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

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

I. Grant

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

II. Consideration

Last Updated June 26, 2009 at 10:44am

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

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

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers,

employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

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

V. Indemnification

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

VI. Conditions

A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. ASSOCIATION's Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.

C. Maintenance. The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter. The removal of dead, or dying, plants shall also be handled by the ASSOCIATION at its expense.

D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on

the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash in a cashier's check in the amount of Two Hundred Sixty AND NO/100 DOLLARS (\$ 260.00). Cash provided to the COUNTY will be deposited with the County Treasurer and interest, on the amount, will be paid to the ASSOCIATION, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the ASSOCIATION has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

F. Default. In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

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

VIII. Termination

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

within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

Last Updated: June 26, 2009 at 10:41am

B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements, or a portion of them, interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public, which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

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

IX. Eminent Domain

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

X. Interpretation

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

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the

XII. Venue

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

XIII. Covenant Running with Land

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

XIV. Assignment

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

XV. Notice

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

ASSOCIATION:

~~Lake Shore Ranch Property Owners Assoc. Inc.~~
~~P.O. Box 4323~~
~~Lago Vista, TX 78645~~

~~713-539-1301 (Bera Johnson - Treasurer)~~
~~phone 512-267-0923 (Kathy Harper - President)~~

COUNTY:

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

COPY TO:

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

COPY TO:

Honorable David A. Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 83.____

XVI. Annexation by the City

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

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 200_, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires

TERMS AND CONDITIONS ACCEPTED, this the 28th day of May, 2009.

THE ASSOCIATION:

Lake Shore Ranch Property Owners Association, Inc.

By: *Bera Johnson*
signature

Name: Bera Johnson
printed name

Title: Treasurer, LRPOA, Inc.
Authorized Representative

ACKNOWLEDGEMENT

THE STATE OF TEXAS

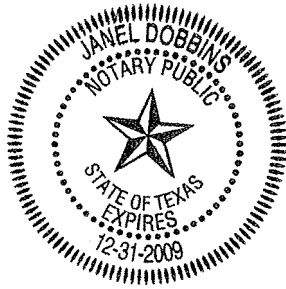
§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the 28 day of May, 2009, by
as Treasurer of the Lake Shore Ranch Property, a Texas corporation, on behalf of said
corporation. Owners Assoc., Inc.



Janel Dobbins

Notary Public in and for the State of Texas

Janel Dobbins

Printed/Typed Name

12-31-09

My commission expires

ADDRESS OF ASSOCIATION:

ASSOCIATION'S MANAGEMENT CO.

Lake Shore Ranch Property Owners Assoc., Inc.

P.O. Box 4323

Lago Vista, TX 78645

Austin, Texas

Bera Johnson - Treasurer

phone 713-539-1301

or

Kathy Harper - President

512-267-0923

Attn:

phone

Exhibit "A"

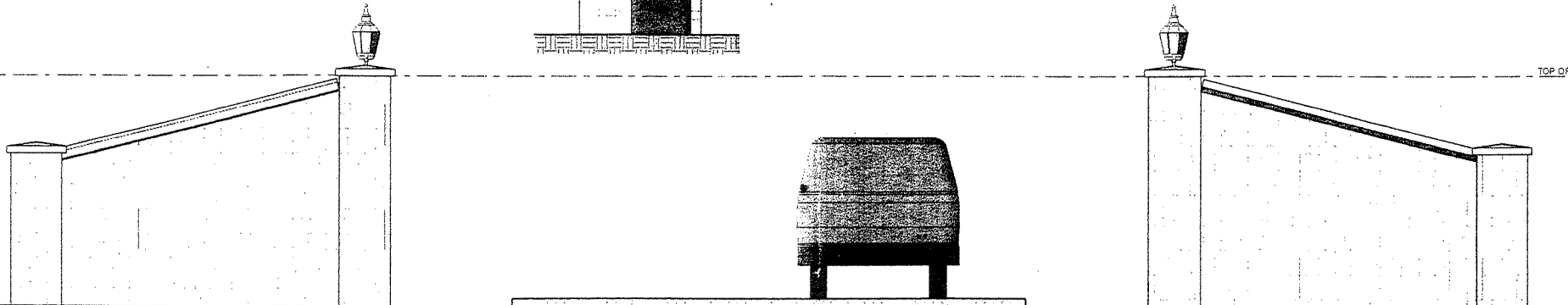
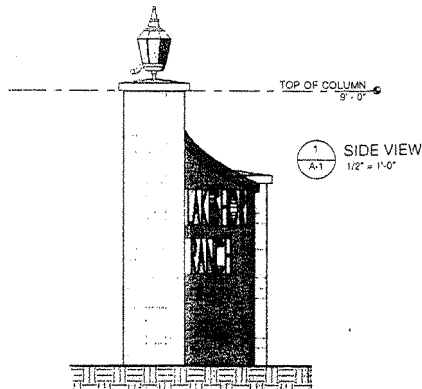
The Lake Shore Ranch Property Owners Association, Inc., acting by the through its Board of Directors, is requesting this License Agreement for the purpose of building some stone wing walls in the easement on each side of Austin Blvd. at the entrance to Lake Shore Ranch Subdivision No. 1. A draft of an architectural drawing of these proposed wing walls consisting of two (2) pages (Pages A-1 and A-2), is attached to this Exhibit "A" as Exhibit No. 1. A photocopy of the plat of the resubdivision of Lake Shore Ranch Subdivision No. 1, which shows the location of where these wing walls will be located is attached to this Exhibit "A" as Exhibit No. 2. These wing walls will each be 13' in length and each wing wall will have a column on each end, as shown in the attached drawing. Each column that is close to each side of Austin Blvd. will have a 110 volt electric lantern light on top of it, which will illuminate the wing walls at night pursuant to a timer. Each wing wall will also have at least two (2) or more low voltage lights controlled by a timer shining on the front of each wall to additionally illuminate each wall and the nice landscaping that will be placed at the base of the front of each wall.

We are requesting Travis County to allow the Property Owners Association to build the outside edge of the column with the light on top of it on each wing wall a distance of six (6) feet 6" from the outside gravel shoulder of Austin Blvd. for four (4) primary reasons, which reasons are stated as follows:

1. There is a large power pole on the left hand side of Austin Blvd. that is approximately eight feet away from the edge of the left hand side of Austin Blvd., which power pole is within two (2) feet of the boundary line of Lake Shore Ranch Subdivision No. 1, in almost the exact location where we would have preferred to build the wing wall on the

left side of Austin Blvd. As a result of the location of this large wooden power pole on the left side of Austin Blvd. when entering the Lake Shore Ranch Subdivision, the wing wall on the left side of the road will need to have the outside edge of it's first column with the light on top of it placed no more than six (6) feet away from the gravel shoulder of Austin Blvd. so that approaching automobiles can clearly see the light on the top of the left column on the wing wall on the left hand side of Austin Blvd. Stated another way, if the outside column of the wing wall on the left side of Austin Blvd. was eight (8) feet away from the outside edge of Austin Blvd., then the light on top of the column would be significantly obstructed from view by drivers on Austin Blvd. approaching the Lake Shore Ranch Subdivision.

2. Placing the wing walls a distance of six (6) feet away from the edge of the road will allow each wall on the side of the road to be placed completely in the sixty (60) foot county easement, since Austin Blvd. is twenty (20) feet wide, and the easement on each side of the road is twenty (20) feet in width and each wing wall would look more esthetically beautiful for the subdivision if they were fourteen (13) feet in length.
3. The placement of these wing walls a distance of six (6) feet ^{6"} away from the shoulder of the road will be more consistent with the placement of the existing mailboxes, drainage culverts and other structures along the sides of the roads in the subdivision.
4. The beautification to be afforded to the Lake Shore Ranch Subdivision's lot owners and homeowners would be increased by the placement of these wing walls at a distance of six (6) feet ^{6"} away from the gravel shoulder of Austin Blvd.



4 EXIT APPROACH
1/2" = 1'-0"

NORTH SIDE OF ROAD
(LEFT SIDE OF AUSTIN BLVD. -
LDT NO. 1 SIDE)

SOUTH SIDE OF ROAD
(RIGHT SIDE OF ROAD -
LOT NO. 79 SIDE) ← THIS DIMENSION INCLUDES THE
6" OF GRAVEL ON SID OF
ROAD

GRAVEL ON SIDE OF
ROAD APP. 6" WIDE

GRAVEL - 6"
6'6"

13'0"

7'0"

PROPERTY LINE



3 ENTRY APPROACH
1/2" = 1'-0"

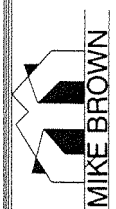
P.O. BOX 200114 AUSTIN TEXAS 78720 (512)346-3851 FAX 346-3113

ARCHITECTURE PLANNING CONSTRUCTION MANAGEMENT

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P.O. BOX 200114 AUSTIN TEXAS 78720 (512)346-3851 FAX 346-3113

ARCHITECTURE PLANNING CONSTRUCTION MANAGEMENT



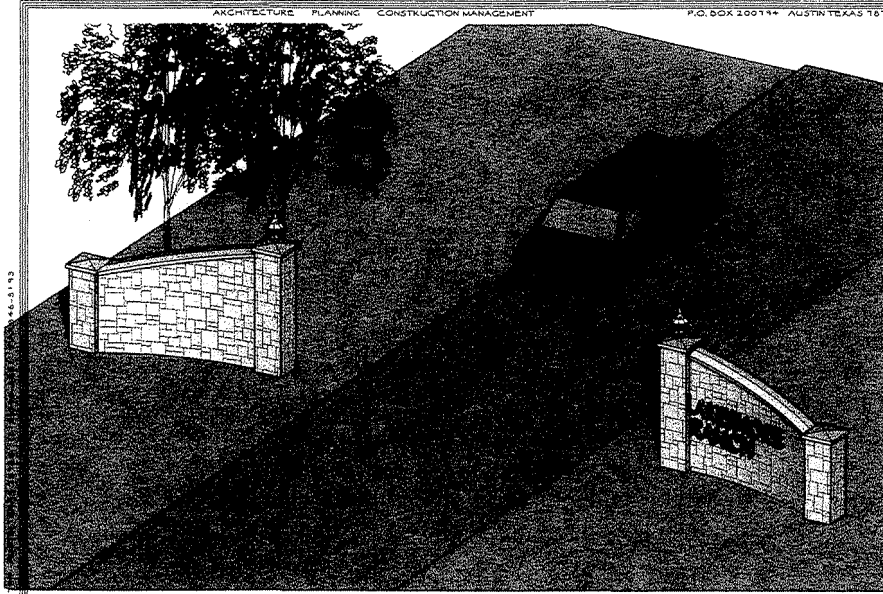
LAKESHORE RANCH
ENTRY MONUMENTS

DRAWN BY	DATE
CHECKED BY	DATE
SCALE	DATE
PROJECT	DATE

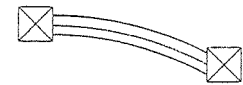
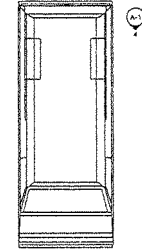
A-1

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20'



4 (3D)
A-2



1 PLAN VIEW
1/4" = 1'-0"

P.O. BOX 200714

ARCHITECTURE PLANNING CONSTRUCTION MANAGEMENT

P.O. BOX 200714 AUSTIN TEXAS 78720 (512) 334-6051 FAX: 334-3193

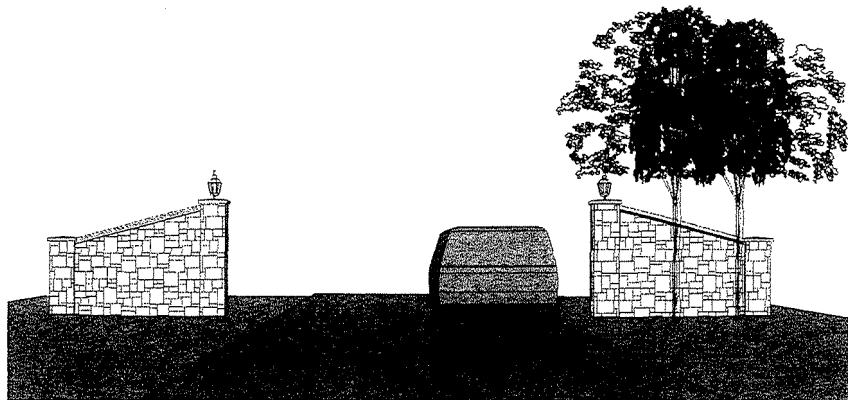
ARCHITECTURE PLANNING CONSTRUCTION MANAGEMENT



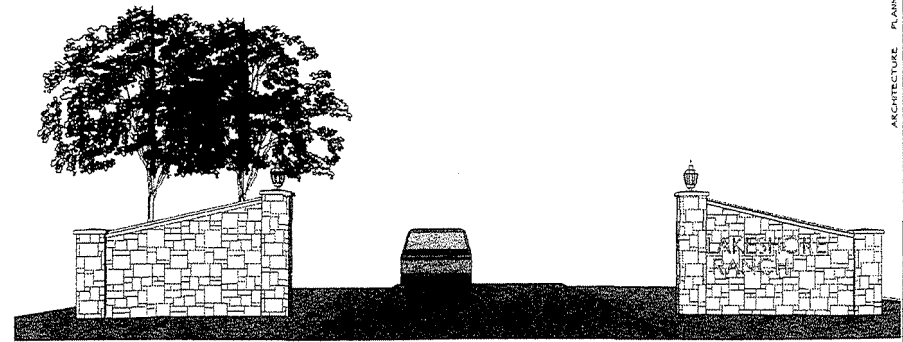
LAKE SHORE RANCH
ENTRY MONUMENTS

DRAWN BY	Author
CHECKED BY	Author
DATE	JUN 23, 2009
PLAN VIEW	

A-2



2 3D View 1
A-2



3 3D View 2
A-2

Proposed WINE

Last Updated June 26, 2009 at 10:44am

MARSHALL'S
S. N. H. P. CO. SUR
92
ABS 246
HARBOR

AMENDED
PLAT OF
92A
LOTS 79 & 92

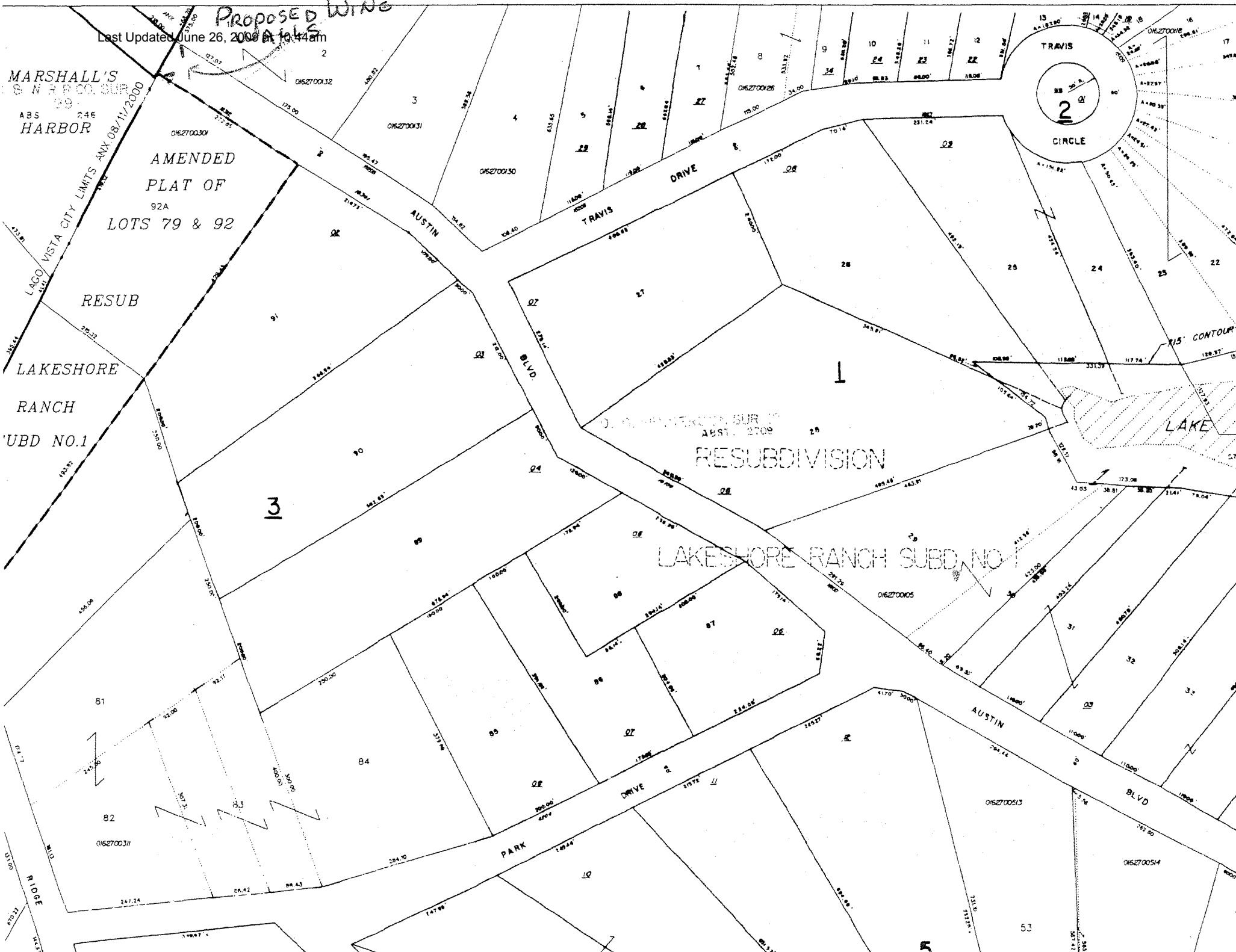
RESUB

LAKESHORE
RANCH
SUBD NO. 1

RESUBDIVISION

LAKESHORE RANCH SUBD NO. 1

TRAVIS
CIRCLE
2



ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
05/11/2009

PRODUCER (512) 302-1160 MIKE PENNINGTON INSURANCE AGENCY, INC. PO BOX 9405 Austin TX 78766-	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Lakeshore Ranch Property Owners Ass PO Box 4323 Lago Vista TX 78645-	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Western heritage Ins Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Western heritage Ins Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Western heritage Ins Co													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	SCP0739247	05/11/2009	05/11/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER		/ /	/ /									

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate Holder is listed as Additional Insured

CERTIFICATE HOLDER (512) 854-7564 (512) 854-4649 Attn: Darla Travis County TNR PO Box 1746 Austin TX 78767-1748	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	--

May 25, 2009

Lakeshore Ranch Property Owners Assoc.

P. O. Box 4323

Lago Vista, Texas 78645

To: The Board Directors of the Lakeshore Ranch Property Owners Assoc.

From: Marvin Mueller, M. A. Mueller Construction Co. Inc

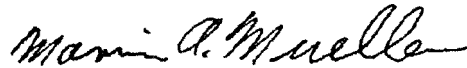
Subject: The Proposed Entry Way Wing Walls on Each Side of Austin Blvd. for The Lakeshore Ranch Subdivision

I have reviewed the two pages of architectural drawings prepared by Mike Brown Architect regarding the two entry/way walls that the Lakeshore Ranch Property Owners Association plans to build on each side of Austin Blvd. I have submitted a bid to build the footing for each wall, which bid I understand has been approved and accepted by the Board.

I estimate that it would take a minimum of two to three hours to knock down these wing walls and push the rubble to the side of the road, if requested in the future. Our company's minimum charge for performing such a job is \$260.00.

Please let me know if the Travis County Engineering Department has any questions regarding this estimated cost to knock down these two walls if necessary in the future.

Sincerely,



M. A. Mueller Construction Co. Inc.,

512-217-9338 (office)

512-863-5791 (fax)



Photo No. 1

A photograph of Austin Blvd. approaching the boundary line
for the entrance to Lake Shore Ranch Subdivision



Photo No. 2

A photograph of the right side of Austin Blvd. which shows the entrance sign for Lake Shore Ranch Subdivision and the location where we plan to place an entry wing wall



Photo No. 3

A photograph of the right side of Austin Blvd. which shows the entrance sign for Lake Shore Ranch Subdivision. This photograph also shows that the entrance sign for Lake Shore Ranch Subdivision is less than 6' away from the edge of Austin Blvd., including the speed limit signs and stone mailboxes shown behind the sign.



Photo No. 4

A photograph of the right side of Austin Blvd. which shows the entrance sign for Lake Shore Ranch Subdivision. This photograph also shows that the entrance sign for Lake Shore Ranch Subdivision is less than 6' away from the edge of Austin Blvd., including the speed limit signs and stone mailboxes.

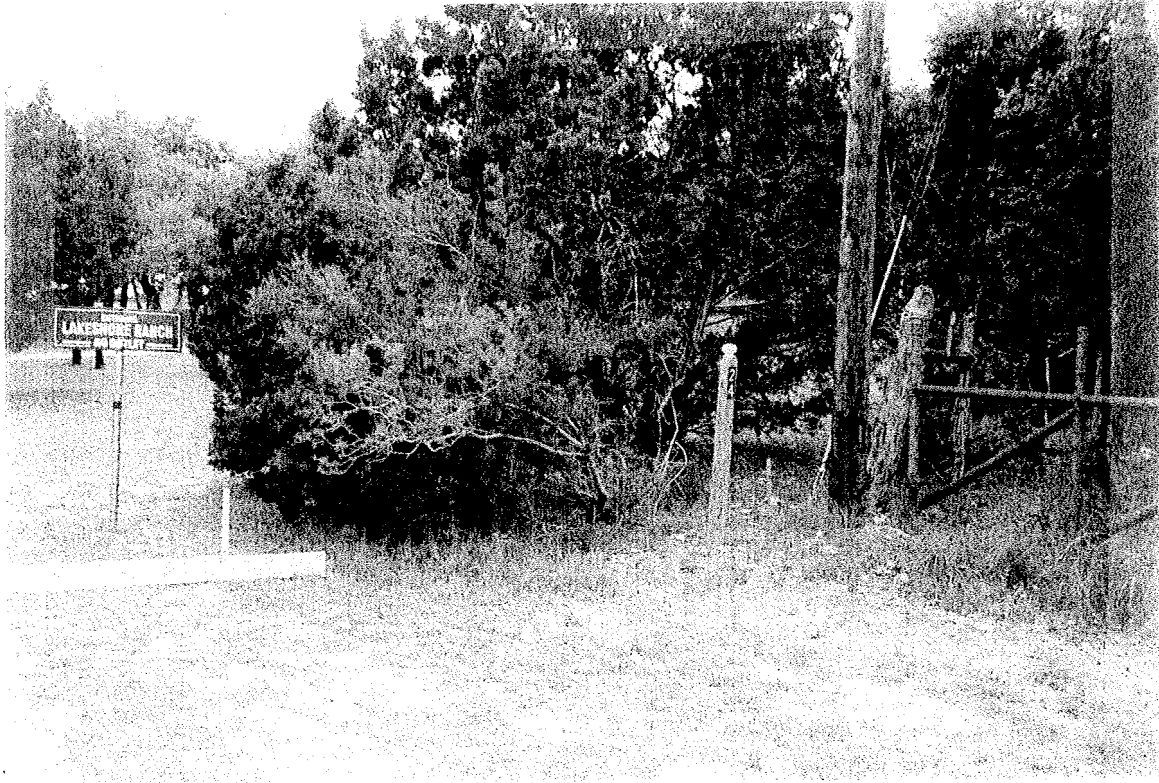


Photo No. 5

A photograph of the right side of Austin Blvd. which shows the entrance sign for Lake Shore Ranch Subdivision. This photograph also shows that the entrance sign for Lake Shore Ranch Subdivision is less than 6' away from the edge of Austin Blvd. We would request to start the first column of the wing wall on this wing wall where the wooden stake is located.



Photo No. 6

A photograph of the left side of Austin Blvd. which shows the PEC power pole which is approximately 8 1/2' away from the edge of Austin Blvd.



Photo No. 7

A photograph of the left side of Austin Blvd. which shows the PEC power pole which is approximately 8 1/2' away from the edge of Austin Blvd.



Photo No. 8

A photograph of the left side of Austin Blvd. which shows the location of the PEC power pole that is very close to the boundary line (red pole) of the start of the Lake Shore Ranch Subdivision No. 1



Photo No. 9

A photograph of the left side of Austin Blvd. which shows the location of the PEC power pole that is very close to the boundary line (red pole) of the start of the Lake Shore Ranch Subdivision No. 1



Photo No. 10

A photograph of the left side of Austin Blvd. which shows the boundary line of Lake Shore Ranch Subdivision No. 1. This photograph shows the terrain on the left side of Austin Blvd. looking away from Lake Shore Ranch Subdivision No. 1

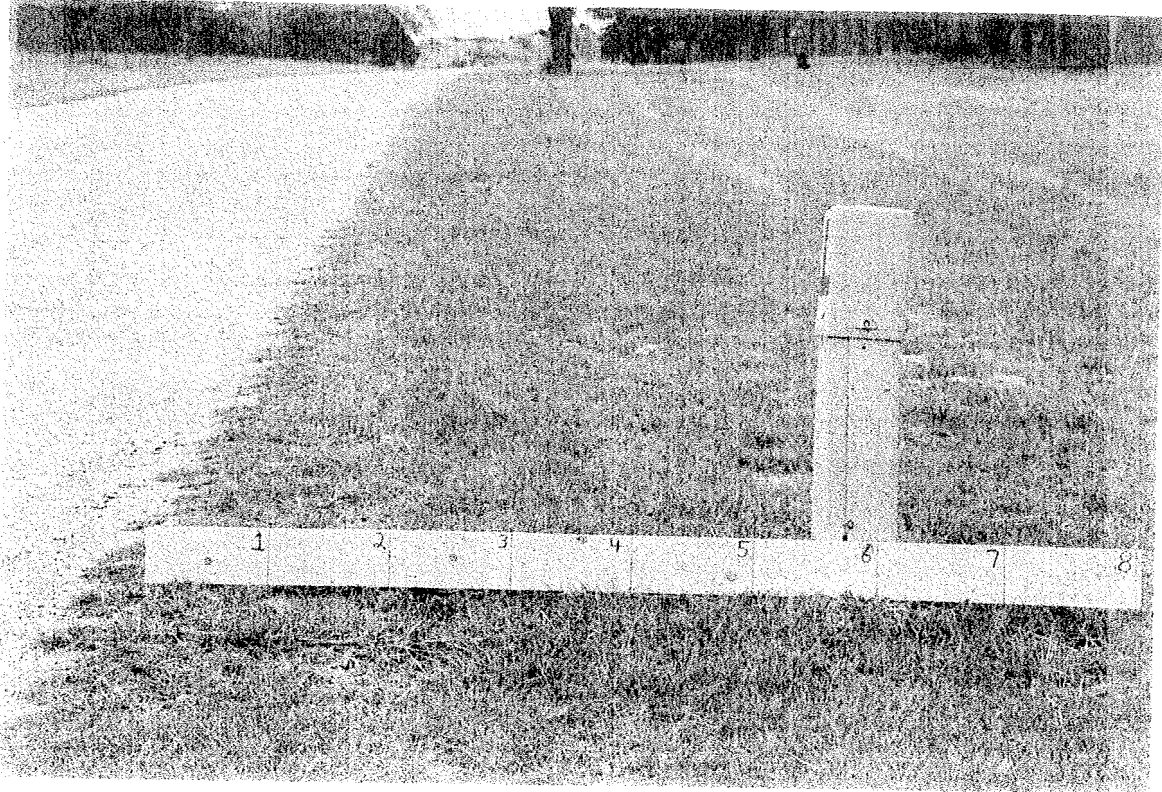


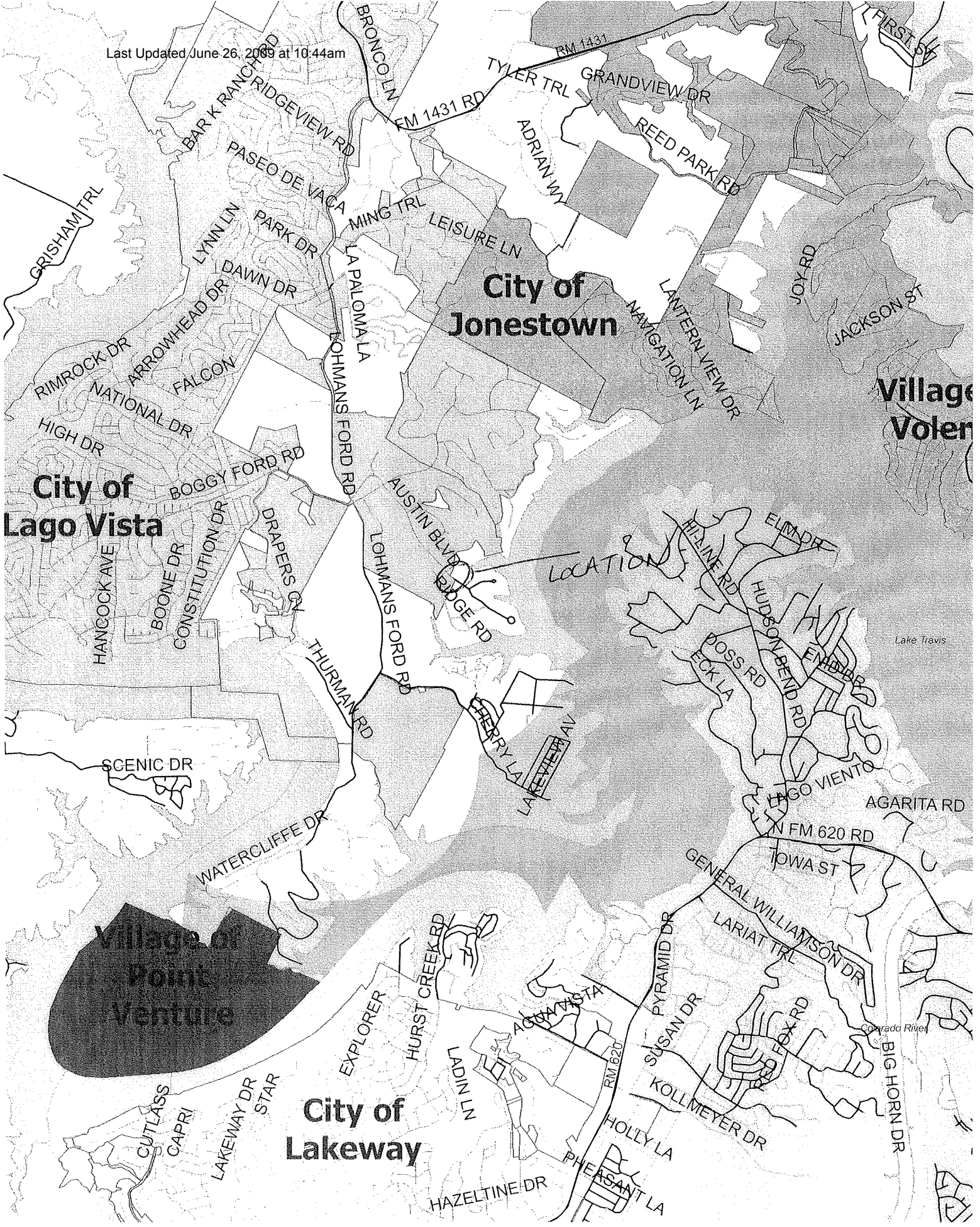
Photo No. 11

A photograph of an AT&T phone box located approximately
5 ½' from the edge of Austin Blvd. approximately 600'
from the entrance to Lake Shore Ranch Subdivision No. 1



Photo No. 12

A photograph of a road drainage culvert directly off Austin Blvd. that is approximately 6' away from the right side of Austin Blvd., which road and culvert are approximately 700 yards from the entrance to Lake Shore Ranch Subdivision No. 1



City of Jonestown

City of Lago Vista

Village of Point Venture

City of Lakeway

LOCATION

Lake Travis

Colorado River

8

Travis County Commissioners Court Agenda Request

Voting Session 6/30/09
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 473-9383
Executive Manager, TNR

B. Requested Text: **Consider and take appropriate action on the request to terminate the License Agreement with Barton Creek Resort and Clubs, Inc. and the release of escrow, in Precinct Three**

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

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

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

AB Anna Bowlin - 854-9383 Christopher Gilmore - 854-9415

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

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUN 15 PM 3:20

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, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

MEMORANDUM

DATE: June 9, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services 

SUBJECT: Terminate License Agreement with Barton Creek Resort and Clubs, Inc.,
and release of escrow.

Summary and Staff Recommendation:

On March, 27, 2001, a License Agreement was approved for a sign announcing Fazio Canyons in the right of way of Travis Cook Road at its intersection with Henry Marx Lane. On site inspection has shown that the sign has been moved to a private street, Carranzo Drive. Therefore, the agent of Barton Creek Resort & Clubs, Inc. has requested that the License Agreement be terminated and the Security Deposit be returned, with interest. TNR staff recommends that the License Agreement be terminated and the Security Deposit be released to the Property Owner, with interest.

Budgetary and Fiscal Impacts:

Security Deposit was posted, by the property owner, as insurance that the Property Owner would fulfill his obligations under the Agreement. Since the License Agreement is to be terminated, the security Deposit should be released.

Page 2

June 9, 2009

Background:

A plat called Wynton Place Phase I was recorded in September of 2003 which included a private street named Wynton Place. The name of the street was changed, by Commissioners Court action in October 2004, to Carranzo Drive. That is the location of the new sign for Fazio Canyons Club.

Exhibits:

Letter of request

Email of relationship

Inspection report

Wynton Place Ph 1

License Agreement

Check request

Status

W-9

DV:AB:dv

1102 Barton Creek Fazio

CODE: 1101



CLUBCORP®

RECEIVED

JUN 05 2009

TNR

WRITER'S DIRECT DIAL: 972/888-6262
Email: kyle.dundon@clubcorp.com

LEGAL DEPARTMENT
SENIOR COUNSEL

June 4, 2009

Travis County Transportation and Natural Resources
Attn: Darla Vasterling, Engineering Specialist
P.O. Box 1748
Austin, TX 78767

Re: Barton Creek Resort & Clubs, Inc.
Our File No. 1382.0

Dear Darla:

This is in response to your letter of April 29, 2009 addressed to Gregg E. Pate or successor regarding the License Agreement between Barton Creek Resort & Clubs, Inc. and Travis County for the placement of a sign in the right-of-way at the intersection of Henry Marx Lane and Travis Cook Road. Mr. Pate is no longer with the company.

Thank you for bringing the fact that the sign has been moved out of the right-of-way to our attention. I agree that it would be appropriate to terminate the License Agreement.

Therefore, pursuant to §VIII of the License Agreement, please consider this letter as Property Owner's formal request to terminate the License Agreement. Please return our Security Deposit, together with interest, to my attention at the address below. I have enclosed a completed W-9 form as you requested.

Thank you for your attention to this matter, and please contact me with any questions or if you need anything further.

Yours truly,

CLUBCORP USA, INC.

Kyle E. Dundon,

As Agent for Barton Creek Resort & Clubs, Inc.

KED/ja
Enclosure(s)

Last Updated June 26, 2009 at 10:44am

From: <Kyle.Dundon@clubcorp.com>
To: "Darla Vasterling" <Darla.Vasterling@co.travis.tx.us>
Date: 6/8/2009 10:45 AM
Subject: Re: License Agreement

Darla:

Barton Creek Resort and Clubs, Inc. is a subsidiary of ClubCorp USA, Inc.
The check should be made payable to "Barton Creek Resort and Clubs, Inc."
and should be mailed to my attention at the last address you show below
(3030 LBJ Freeway, Suite 600, Dallas, TX 75234). Thank you for your
assistance with this matter.

Kyle Dundon
Senior Counsel
ClubCorp USA, Inc.
3030 LBJ Freeway, Suite 600
Dallas, Texas 75234
(972) 888-6262 (phone)
(972) 888-6271 (fax)
kyle.dundon@clubcorp.com

From:
"Darla Vasterling" <Darla.Vasterling@co.travis.tx.us>
To:
<kyle.dundon@clubcorp.com>
Date:
06/08/2009 10:40 AM
Subject:
License Agreement

I have received your letter of request. Thank you.

Anticipating questions that our Auditor's Office might ask, how is
ClubCorp USA, Inc. related to Barton Creek Resort and Clubs, Inc. and
where do we mail the check?

We have three possible addresses:
P.O. Box 819012
Dallas, TX 75381-9012

3030 LBJ Freeway, Suite 500
Dallas, TX 75234-7743

3030 LBJ Freeway, Suite 600
Dallas TX 75234-7703

Last Updated June 26, 2009 at 10:44am

From: Johnny Anglin
To: Darla Vasterling
Date: 4/27/2009 1:09 PM
Subject: Henry Marx sign
Attachments: Henry Marx sign 002.jpg; Henry Marx sign 001.jpg

Darla the Fazio Canyons sign is no longer at Henry Marx Rd. it has been moved to a private street called Carranzo Dr. see attached photo's.

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Johnny Anglin
Dev.Services
Construction Inspection
Office-266-3314
Pager-935-0784
Cell-848-7616
Fax-266-3536



Updated June 26, 2009 at 10:44am

STRATUS PROPERTIES OPERATING CO. VOL. 11706, PG. 447, VOL. 13237, PG. 79 TCRPR

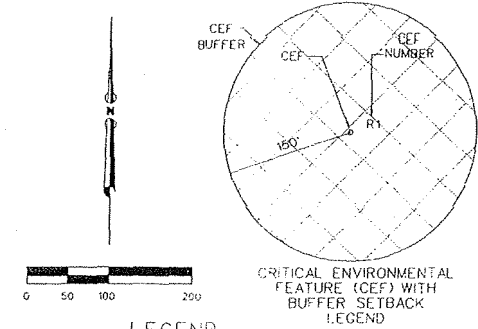
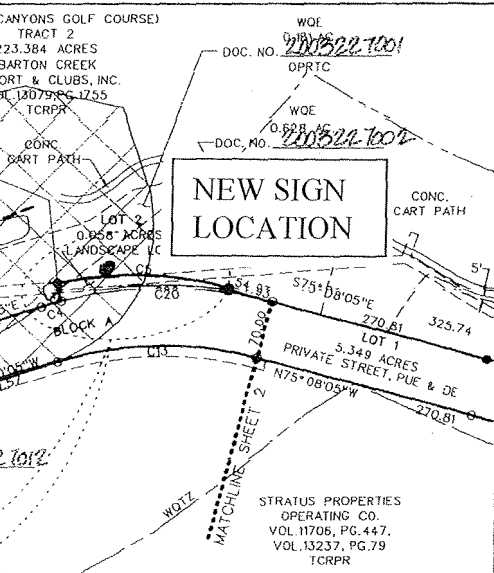
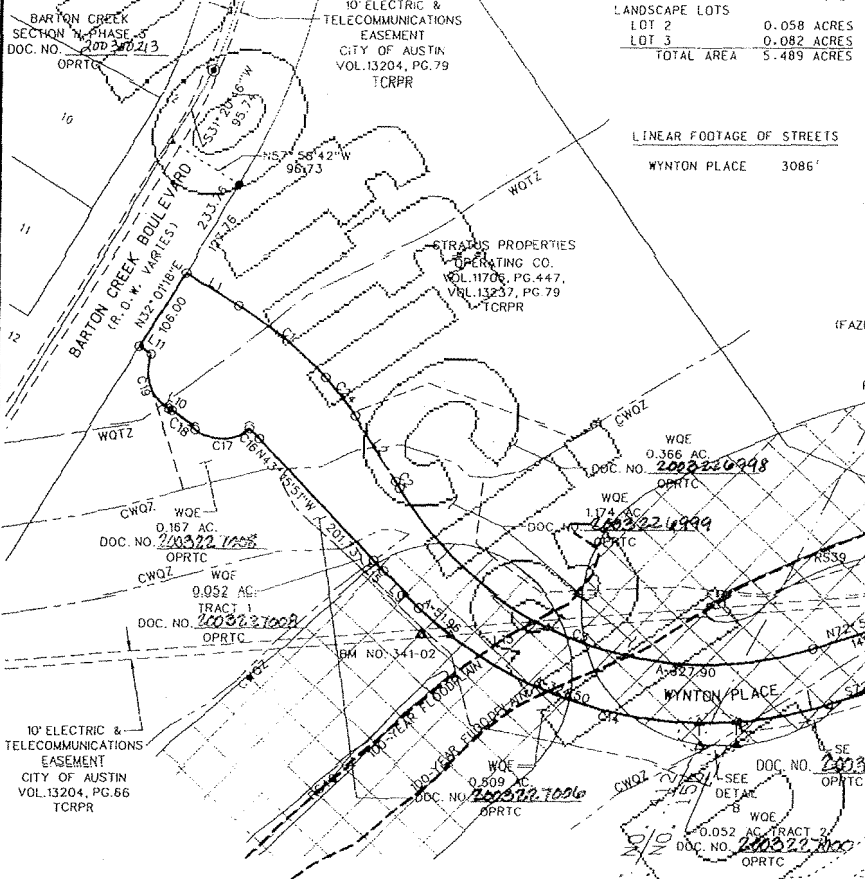
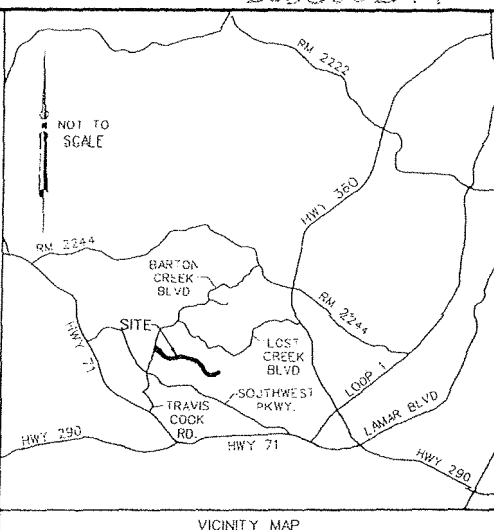
BENCHMARKS
 BM NO. 341-02 BOOK 3, PAGE 18 ELEVATION 811.44 80' DIAL SET IN POWER POLE APPROX 55' SOUTH OF CENTERLINE STATION 6+00.
 BM NO. 341-03 BOOK 202, PAGE 19 ELEVATION 849.25 COTTON GIN SPINDLE SET IN 1" SPANISH OAK (TAG NO. 3473) APPROX. 80' SOUTH OF CENTERLINE STATION 20+00.

LOT SUMMARY

PRIVATE STREET, PUE & DE	
LOT 1	5.349 ACRES
LANDSCAPE LOTS	
LOT 2	0.058 ACRES
LOT 3	0.082 ACRES
TOTAL AREA	5.489 ACRES

LINEAR FOOTAGE OF STREETS

WYNTON PLACE 3086'



- LEGEND**
- 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
 - 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
 - ▲ MAG NAIL FOUND
 - CONCRETE MONUMENT SET
 - 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" SET
 - △ CALCULATED POINT
 - DE DRAINAGE EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - SE SLOPE EASEMENT
 - WQE WATER QUALITY EASEMENT
 - OPRTC OFFICIAL PUBLIC RECORDS - TRAVIS COUNTY
 - TCRPR TRAVIS COUNTY REAL PROPERTY RECORDS
 - WQTZ WATER UTILITY TRANSITION ZONE
 - CWQZ CRITICAL WATER QUALITY ZONE
- CEF LIST**
- RS39 RIMROCK/SEEPAGE ZONE; RIM UP TO 15 FT. HIGH, 300 FT LATERAL EXTENT; MAIDENHAIR FERNS; ALSO ALONG ADJACENT CHANNEL REACHES ARE PALMETTO, SPICEBUSH, AND SYCAMORES.
 - RS40 EXTENSIVE (AS MUCH AS 450 FT. ALONG CHANNEL MARGIN) RIMROCK/SEEP COMPLEX; DIVERSE MESIC PLANT COMMUNITY; SOUTHERN SHIELD FERNS, MISSOURI VIOLET, COLUMBINE, PALMETTO, SPICEBUSH, AND SYCAMORE.

LINE	DIRECTION	DISTANCE	CURVE LENGTH	DELTA	RADIUS	DIRECTION	CHORD
L1	S57°58'42"E	74.90	C1	157.37	15°02'59"	S50°27'13"E	136.38
L2	S33°00'55"E	90.56	C2	106.00	01°47'06"	S32°07'22"E	106.00
L3	N14°20'02"W	18.78	C3	576.51	75°56'06"	S35°09'11"E	535.24
L4	S25°24'47"E	29.83	C4	24.96	02°49'53"	S05°00'17"E	24.96
L5	N75°49'47"E	127.83	C5	268.10	26°47'36"	S44°58'31"E	206.20
L6	S48°56'19"E	70.07	C6	314.36	26°52'57"	S61°41'36"E	311.48
L7	S67°06'38"W	105.77	C7	208.29	28°50'21"	S15°00'36"E	203.93
L8	N25°24'47"W	100.00	C8	204.26	78°45'26"	S64°47'30"E	336.25
L9	N46°25'56"W	59.38	C9	106.90	71°06'43"	S65°53'15"E	106.17
L10	N57°58'42"W	4.90	C10	138.72	23°43'34"	S55°14'50"W	137.73
L11	N57°58'42"W	17.35	C11	542.00	87°28'36"	S69°09'05"W	490.87
L12	N67°06'37"E	105.77	C12	281.51	26°52'57"	S60°00'11"E	278.94
L13	N85°42'46"E	118.10	C13	243.48	32°01'50"	S58°51'00"W	240.03
L14	S48°56'19"E	20.81	C14	538.28	60°43'52"	S05°00'17"E	510.57
L15	N41°01'04"W	70.00	C15	17.76	03°10'12"	N44°50'57"W	17.76
L16	N39°27'52"W	70.39	C16	16.56	02°16'31"	N44°24'06"W	16.56
L17	S34°00'18"E	17.28	C17	71.26	76°42'47"	S33°00'55"E	65.03
L18	S25°00'20"E	27.90	C18	347.38	08°16'53"	S17°00'20"E	346.37
L19	S64°09'39"W	45.00	C19	74.49	79°46'18"	S55°20'16"W	68.81
L20	N25°50'21"W	27.82	C20	257.26	29°11'57"	S05°00'17"E	254.58
L21	N67°06'38"E	7.27	C21	438.13	87°28'36"	S69°09'05"W	394.08
L22	S48°15'08"E	39.96	C22	41.77	02°08'37"	S35°00'17"E	41.74
L23	S48°15'08"E	48.00	C23	59.98	08°49'19"	S33°00'17"E	50.93
L24	S48°15'08"E	38.45	C24	58.48	09°54'49"	S37°58'19"E	58.41
L25	S41°44'52"W	27.50	C25	40.32	08°43'11"	S45°00'17"E	40.29
L26	N48°15'08"W	48.00	C26	177.39	22°50'21"	S45°00'17"E	176.21
L27	N41°44'53"E	27.50	C27	45.01	05°06'26"	S05°00'17"E	45.00
L28	S01°41'59"E	28.00					
L29	S88°18'01"W	45.00					
L30	N01°41'59"W	28.00					

RAMSEY LAND SURVEYING, L.L.C.
 8718 SOUTHWEST PARKWAY
 P.O. BOX 92768
 JUSTIN, TEXAS 78709-2768
 PHONE (512) 301-9398
 FAX (512) 301-9395
 rlsurvey@flash.net

WYNTON PLACE, PHASE 1

DATE	12-23-02
PROJECT NO.	341-01
DRAWING NO.	341-09
SHEET NO.	SHEET 1 OF 3
FILENAME	341NBSRCP.DWG

15



AGM 2005047358

15 PGS

LICENSE AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the Barton Creek Resort and Clubs Inc. (the "PROPERTY OWNER"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of Travis Cook Road and Henry Marx Lane, two roads located in Travis County; and

WHEREAS, the PROPERTY OWNER plans to maintain a sign in a portion of the right-of-way of Travis Cook Road at its intersection with Henry Marx Lane which is not intended or used for vehicular traffic; and

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

NOW, THEREFORE, the COUNTY and the PROPERTY OWNER agree as follows:

I. Grant

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

II. Consideration

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

- 1. The agreement by the PROPERTY OWNER to provide the below-specified insurance and indemnification in favor of the COUNTY.
2. The factor of directing some citizens of the county to their destination.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

APR 09 2009



Dana DeBeauvoir, County Clerk
By Deputy:

M. Velasquez
M. Velasquez

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the PROPERTY OWNER'S property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the PROPERTY OWNER with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE PROPERTY OWNER, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The PROPERTY OWNER shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County licensed to do business in Texas, in the amounts of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) per occurrence and THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the PROPERTY OWNER, its officers, employees, agents or contractors, relative to this Agreement. The PROPERTY OWNER shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Director of Executive Manager of the Travis County Transportation and Natural Resources Department within twenty one (21) days of the effective date of this Agreement.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on _____

APR 09 2007



Dana DeBeauvoir, County Clerk
By Deputy:

M. Velasquez
M. Velasquez

2

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

V. Indemnification

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

VI. Conditions

A. Compliance with Regulations. The PROPERTY OWNER agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. PROPERTY OWNER'S Responsibilities. The PROPERTY OWNER will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the PROPERTY OWNER shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the PROPERTY OWNER.

C. Maintenance. The PROPERTY OWNER shall maintain the Licensed Property by keeping the area free of debris and litter, maintaining the Improvements and promptly repairing any damage which may be caused by any means. Removal of dead or dying plants shall also be handled by the PROPERTY OWNER at its expense.

D. Removal or Modification. The PROPERTY OWNER agrees that removal or modification of any improvements now existing or to be later replaced shall be at the PROPERTY OWNER'S sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on APR 09 2001



Dana DeBeauvoir, County Clerk
By Deputy: *M. Velasquez*

M. Velasquez

Agreement shall be binding on any successors and assigns in interest to the PROPERTY OWNER or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Security Deposit. The PROPERTY OWNER shall provide the COUNTY with cash in the amount of ONE HUNDRED AND NO/100 DOLLARS (\$ 100.00). Any cash provided to the COUNTY will be deposited with the County Treasurer and interest on the amount will be paid to the PROPERTY OWNER on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the PROPERTY OWNER has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

F. Default. In the event that the PROPERTY OWNER fails to maintain the Licensed Property, then the COUNTY shall give the PROPERTY OWNER written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The PROPERTY OWNER shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the PROPERTY OWNER does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the PROPERTY OWNER agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement: Termination by Abandonment

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

VIII. Termination

A. Termination by the PROPERTY OWNER. This Agreement may be terminated by the PROPERTY OWNER by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk
By Deputy: M. Velasquez

APR 09 2009

M. Velasquez

PROPERTY OWNER so terminates, then it shall remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the PROPERTY OWNER. Subject to prior written notification to the PROPERTY OWNER or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the PROPERTY OWNER, maintenance or alteration necessary to alleviate a danger to the public has not been made, or
5. The PROPERTY OWNER fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

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

IX. Eminent Domain

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

X. Interpretation

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

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk
By Deputy: M. Velasquez

APR 09 2001

M. Velasquez

Travis County TNR

XI. Application of Law

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

XII. Venue

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

XIII. Covenant Running with Land

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

XIV. Assignment

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

XV. Recitals

The recitals at the beginning of this agreement are incorporated into the body of this agreement.

XVI. Notice

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

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

APR 09 2001



Dana DeBeauvoir, County Clerk
By Deputy:

M. Velasquez
M. Velasquez

PROPERTY OWNER:

Address & phone number

BARTON CREEK RESORT & CLUBS, INC.

P.O. Box 819012

DALLAS, TX 75381-9012

ATTN: GENERAL COUNSEL

COUNTY:

Honorable Samuel T. Biscoe (or successor)

Travis County Judge

P.O. Box 1748

Austin, Texas 78767

COPIES TO:

Joseph Gieselman, Executive Manager (or successor)

Travis County Transportation and Natural Resources Dept.

P.O. Box 1748

Austin, Texas 78767

Honorable Ken Oden (or successor)

Travis County Attorney

P.O. Box 1748

Austin, Texas 78767

Attn: File No. 163. _____

XVI. Annexation by a City

- A. If the total area within the Licensed Property is annexed for full purposes by a City (the "City"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY" and any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATES SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

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

Date: 3-27-01

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on _____

APR 09 2001



Dana DeBeauvoir, County Clerk
By Deputy:

M. Velasquez
M. Velasquez

TERMS AND CONDITIONS ACCEPTED, this the _____ day of _____, 2000.

THE PROPERTY OWNER:

By: Guss E. Pate

Name: Guss E. PATE

Title: V.P.

Authorized Representative

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§

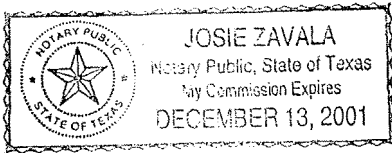
COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this the 27th day of March, 2000, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Josie Z. Zavala
Notary Public in and for the State of Texas



Printed/Typed Name _____

My commission expires _____

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on _____



Dana DeBeauvoir, County Clerk
By Deputy:

M. Velasquez
M. Velasquez

APR 09 2001

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this the 7th day of Feb, 2000, by [Signature] as President/Co of the Barton Creek Country Club, a Texas corporation, on behalf of said corporation. Resort

[Signature]

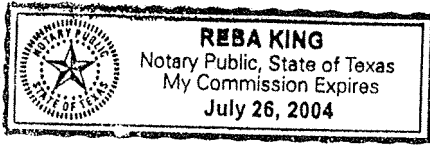
Notary Public in and for the State of Texas

Reba King

Printed/Typed Name

July 26, 2004

My commission expires



After Recording, Please return to:
Travis County TNR
Darla Vasterling

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

APR 09 2001

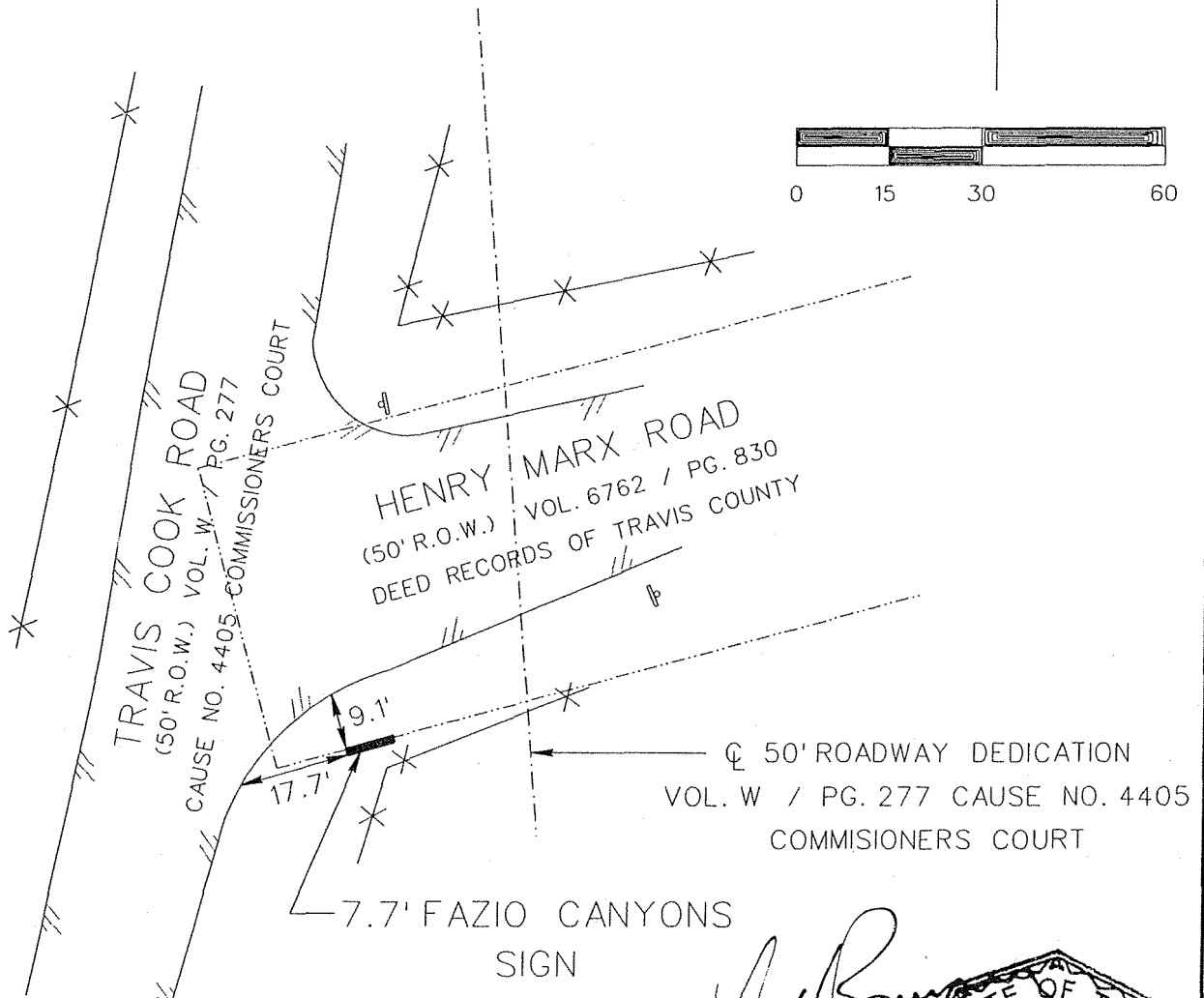
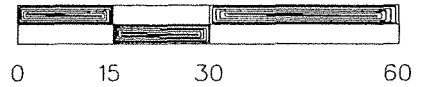


Dana DeBeauvoir, County Clerk
By Deputy:

[Signature]
M. Velasquez

LEGEND

- X- BARBED WIRE FENCE
- ⊥ SIGN



I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

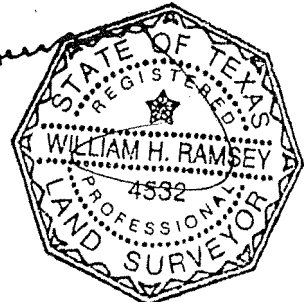
APR 09 2001



Dana DeBeauvoir, County Clerk
By Deputy:

M. Velasquez
M. Velasquez

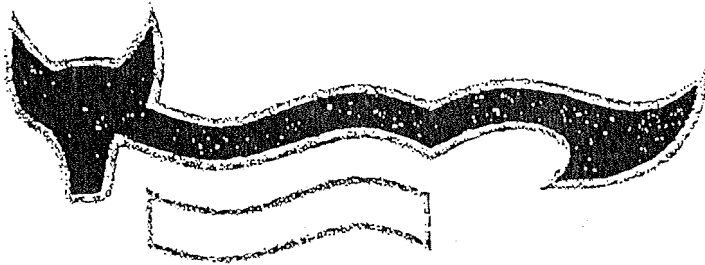
William H. Ramsey
7-7-00



RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
rlsurvey@flash.net

FAZIO CANYONS SIGN



FAZIO
CANYONS

8511 HENRY MARX LANE

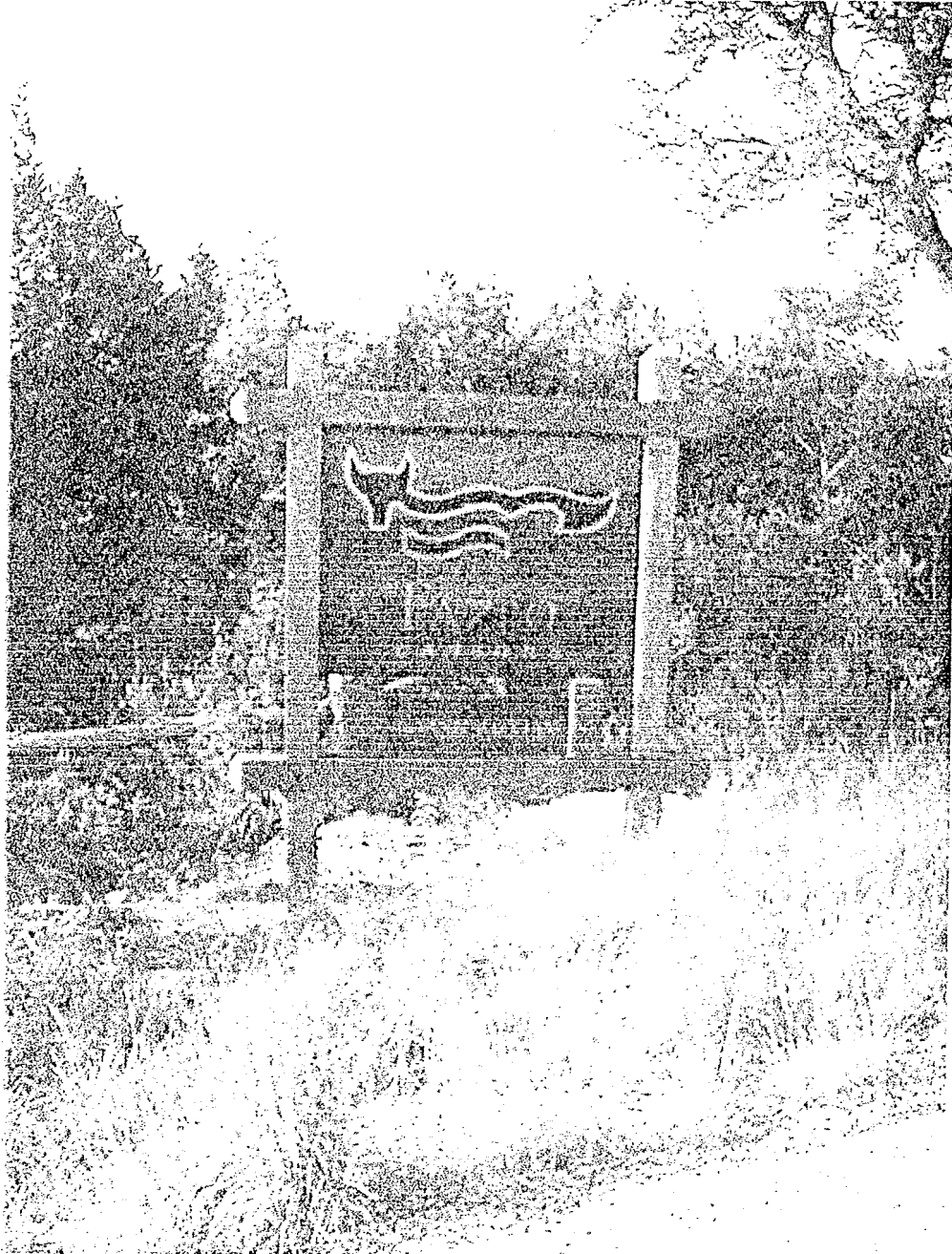
I, Dana DeBeauvoir, County Clerk, Travis County,
Texas, do hereby certify that this is a true and
correct copy as same appears of record in my office.
Witness my hand and seal of office on

APR 09 2009



Dana DeBeauvoir, County Clerk
By Deputy:

M. Velasquez
M. Velasquez

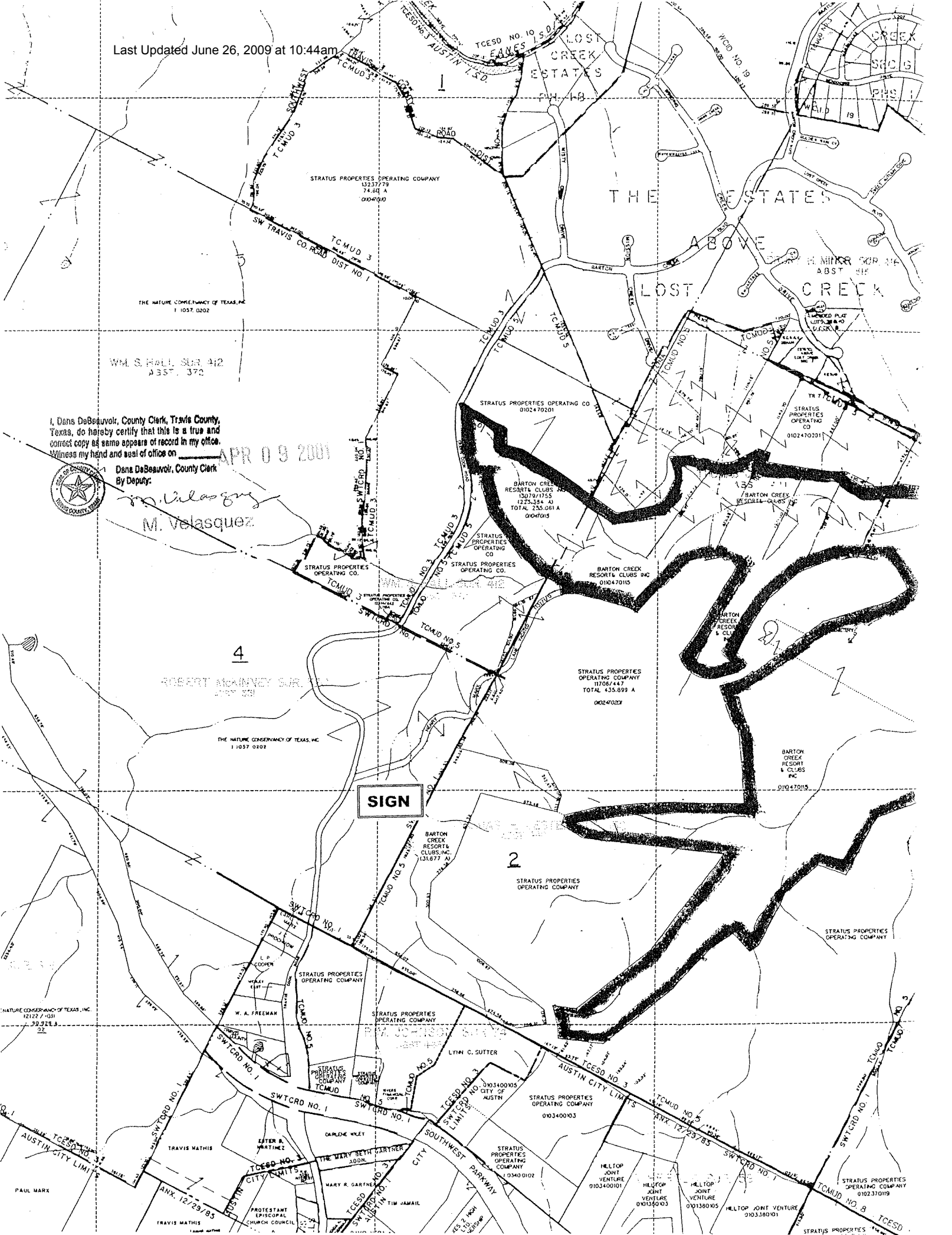


I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on APR 09 2001



Dana DeBeauvoir, County Clerk
By Deputy:

M. Velasquez
M. Velasquez



THE NATURE CONSERVANCY OF TEXAS, INC
11057.0202

WM. S. HALL, SUR. 412
A357, 370

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy of same appears of record in my office. Witness my hand and seal of office on

APR 09 2001

Dana DeBeauvoir, County Clerk
By Deputy:



M. Velasquez
M. Velasquez

4

ROBERT McABNEY, SUR.
2897, 373

THE NATURE CONSERVANCY OF TEXAS, INC
11057.0202

SIGN

2

STRATUS PROPERTIES OPERATING COMPANY

THE NATURE CONSERVANCY OF TEXAS, INC
12122 / -031
39,928.9

PAUL MARK

TRAVIS MATHIS

PROTESTANT EPISCOPAL CHURCH COUNCIL

THE MARY BETH GARY REEK ADDN.

MARY R. GARTNER

TIM JAMAIL

SWTCD NO. 1

SWTCD NO. 1

SWTCD NO. 1

SWTCD NO. 1

SWTCD NO. 1

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

2005 MAR 21 10:54 AM
2005047358
KNOWLES \$0.00

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Mar 21 10:54 AM 2005047358

KNOWLES \$0.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

**AFTER RECORDING
RETURN TO:
TRAVIS Co. TNR
DARLA VASTERLING**



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

LICENSE AGREEMENT SECURITY DEPOSIT RELEASE REQUEST
(Release of cash escrow for Security Deposit for License Agreement held by Travis County)

DATE: June 10, 2009, 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 Security Deposit held by Travis County for License Agreement

Cash Security Deposit was posted with Travis County by the Barton Creek Resort & Clubs, Inc. for a sign in the rights of way of Travis Cook Road and Henry Marx Lane. We have received a letter from the agent of Barton Creek Resort & Clubs, Inc. requesting that the License Agreement be terminated and fiscal be released due to the fact that the sign has been moved to a private street. The License Agreement has been terminated and the release approved by the Travis County Commissioners Court. Therefore, the fiscal in account 761-0000-255.83-67 may be released with interest. Both the Cash Escrow account 83-67 and the interest account 84-67 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: *(however, if more interest is posted before the check is cut, the interest payment can be increased to the current amount in account 84-67)*

PAYEE	RE:	AMOUNT	ACCOUNT #
Barton Creek Resort & Clubs, Inc. 3030 LBJ Freeway, Suite 600 Dallas, TX 75234-7703	Security Deposit	\$ 100.00	761-0000-255.83-67
	Interest	\$ 30.79	761-0000-255.84-67

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

Enclosures:

Status

W-9

Certified Copy which includes:

Letter of request

Cash Security Agreement

**TRAVIS COUNTY REPORT
ON STATUS OF
CASH SECURITY AGREEMENT
(Boundary Street Fiscal)**

Subdivision: Duke Road Commercial Date: May 26, 2009

Owner: James H. Barry Precinct: One
4609 Adelphi Lane
Austin, TX 78727

Escrow Account Information #761-0000-255-7000

CASH SECURITY AGREEMENT

	Amount	%
Original Balance:	\$ 9,502.80	100%
Current Balance:	9,502.80	100%
Release:	-9,502.80	100%
New Balance:	0.00	100%

The corresponding interest account is 761-0000-255.70-10 with a balance of \$10,476.10 through May 2009.

Cash Account Information Verified by:

_____ Date: _____
Financial Services – Brunilda Cruz

License Agreement Verified by:

_____ Date: _____
Development Services – Darla Vasterling

Form **W-9**
 (Rev. November 2005)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instruction on page 2	Name (as shown on your income tax return)	
	Barton Creek Resort & Clubs, Inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input checked="" type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
3030 LBJ FREEWAY, SUITE 500 600		
City, state, and ZIP code		
DALLAS, TEXAS 75234-7743 7703		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
75-2406688

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶ 06/04/2009
------------------	----------------------------	-------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

9 ✓

Travis County Commissioners Court Agenda Request

Voting Session: June 30, 2009
(Date)

Work Session: _____
(Date)

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

B. Requested Text:
Consider and take appropriate action on the development of a joint City of Austin/ Travis County housing committee

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

Signature of Commissioner(s) or County Judge

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

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

Rodney Rhoades, PBO
Travis Gatlin, PBO
Susan A. Spataro, Auditor's Office
Harvey Davis, TCHFC

Cyd Grimes, Purchasing
Janice Cohoon, Auditor's Office
Mary Etta Gerhardt, County Attorney's Office

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUN 23 AM 10:27

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



**TRAVIS COUNTY 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: June 22, 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: Development of a City of Austin/Travis County Housing Committee

Proposed Motion:

Consider and take appropriate action on the development of a joint City of Austin/ Travis County housing committee

Summary and Staff Recommendations:

As Travis County grows in population, the housing needs of the county increase. As such, working collaboratively with other entities is key to successful growth. The purpose of this item is to discuss the possible development of a joint City of Austin/Travis County Housing Committee.

The City of Austin and Travis County have active housing programs. Staffs discuss and check in with each other regularly, but while the housing staffs engage in positive interaction, effort to form strategic goals or roles between the two entities does not occur. The development of a housing committee formalizes the relationship and encourages collaboration to better serve the needs of Austin and Travis County.

Staff recommends the elected officers of the City of Austin and Travis County each appoint five employees to serve on the committee. The committee's first deliverable would

be to determine areas of common interest and deliverables for the first year. After a report back to the elected officials, a decision to determine how to commit resources to meet the identified needs can be made.

Budgetary and Fiscal Impacts:

N/A

Issues and Opportunities:

Possible opportunities include:

- The provision of the formal backing of the elected officers;
- The development of a comprehensive housing market study for the entire county;
- The development of housing goals on a broader scale;
- The development of joint policies for how to address public-private partnership proposals;
- The development of joint fees of private activity bond issuance and maintenance;
- The investigation of opportunities for collaboration and coordination of housing investments;
- The opportunity for the staffs to learn from each other;
- The development of outreach events so the housing industry, residents, housing non-profits, etc understand the programs being offered and have the opportunity to make suggestions to City and County staff;
- The opportunity to invite the two housing authorities to be part of the Committee; and
- The possibility of expanding the committee to include other incorporated cities and villages for future housing planning.

Possible issues include:

- The needs and legal authority in the County vs. City might be too separate for significant collaboration;
- The goals of the entities may be so different that joint efforts are not feasible;
- The County may lose some autonomy due to the City receiving significantly more funds to invest in housing; and
- The coordination between two elected bodies and their staff may be too cumbersome.

Background:

In 2006, Travis County became an entitlement community through receipt of Community Development Block grant dollars. The development of affordable housing and understanding of the current housing stock is a key tenant of these funds, and as such, requires a high level of planning and knowledge in this area. As the program grows, the need to collaborate, in a more holistic way, surrounding the issue areas of housing, transportation and economic development is imperative to the success of the program.

10

BUDGET AMENDMENTS AND TRANSFERS

FY 2009

09 JUN 24 PM 3:52

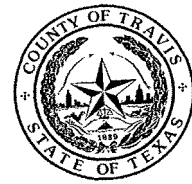
6/30/2009

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 94,219	1
		001	1000	521	6003	Gen.Admin.	Appraisal District Fee	\$ 94,219		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	1415	525	0701	Facilities	Reg Salaries-Permnt Empl		\$ 3,683	3
		001	1415	525	4007	Facilities	Consulting	\$ 3,683		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

June 24, 2009

TO: The Members of Commissioners Court

FROM: Katie Petersen Gipson, Budget Analyst

A handwritten signature in black ink, appearing to read "Katie Petersen Gipson", is written over the printed name.

RE: Travis Central Appraisal District Fees

The General Administration budget is requiring \$94,219 from the Allocated Reserve to cover the 3rd quarter invoice for FY09 Travis Central Appraisal District Fees. The Appraisal District fee is calculated as a percentage of the total tax levy. This General Administration line item was under-budgeted due to the fact that the total amount was not known until after the FY09 Budget was adopted.

The FY09 Adopted Budget includes a \$50,000 earmark against the Allocated Reserve to cover any shortfall in this line item. The total amount paid for TCAD fees this year will be \$2,063,044. The FY10 General Administration Preliminary Budget has this fee budgeted at \$2,102,891, a \$134,066 increase from the previous year. After PBO receives TCAD's 2010 Preliminary Budget and gets a better estimate of the Travis County, City of Austin and AISD tax rates, that amount can be adjusted as appropriate.

PBO recommends approval of this transfer of funds. If you have any questions please contact me at 854-9346.

CC: Cheryl Brown, County Judge's Office
Tracey LeBlanc, Auditors Office
Leroy Nellis, PBO
Rodney Rhoades, PBO

Budget Adjustment: 16645

Fyr_Budget Type: 2009-Reg

Author: 1 - BROWN, CHERYL

Created: 6/24/2009 2:53:23 PM

PBO Category: Amendment

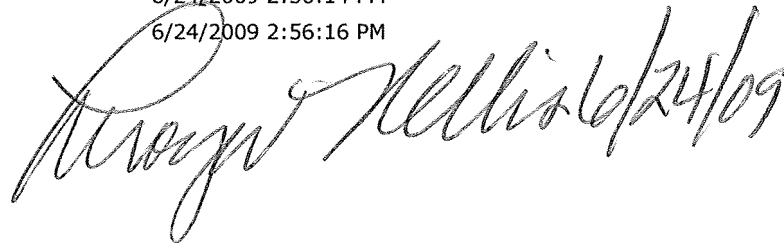
Court Date: Tuesday, Jun 30 2009

Dept: RESERVES

Just: CommCodeRq

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			94,219
				94,219
To Account		Project		Amount
001-1000-521-6003	APPRAISAL DISTRICT SVCS			94,219
				94,219

Approvals	Dept	Approved By	Date Approved
Originator	1	CHERYL BROWN	6/24/2009 2:56:11 PM
DepOffice	1	CHERYL BROWN	6/24/2009 2:56:14 PM
DepOfficeTo	1	CHERYL BROWN	6/24/2009 2:56:16 PM



Cheryl Brown 6/24/09

Budget Adjustment: 16572

Fyr _ Budget Type: 2009-Reg

Author: 14 - DRAPER, AMY

Created: 6/22/2009 9:55:39 AM

PBO Category: Transfer

Court Date: Tuesday, Jun 30 2009

Dept: FACILITIES MANAGEMENT

Just: Other

Transfer temporary salary savings to cover facility assessment

From Account	Acct Desc	Project	Proj Desc	Amount
001-1415-525-0701	REG SALARIES-PERMNT EMPL			3,683
				3,683
To Account		Project		Amount
001-1415-525-4007	CONSULTING			3,683
				3,683

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	6/22/2009 9:55:45 AM
DepOffice	14	AMY DRAPER	6/22/2009 9:55:47 AM

PBO concurs. Please see FMD memo for details.

Barbara
Therese Nellis 6/24/09

W



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: SVCOT-27-09F-XM

File: 102

TO: Rodney Rhoades, Executive Manager, Planning and Budget Office

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

FROM: John F. Carr, Administrative Director

DATE: June 22, 2009

SUBJECT: Facilities Condition Assessment Services
Request for Additional Funding

Facilities Management Department (FMD) has received a request from Vanderweil Facility Advisors, Inc. (VFA) to provide additional funding for the third phase of the facility assessments. Reason for the request is that the square footage that was estimated for the assessment of the San Antonio Garage was off. VFA provided a proposal for the additional services fee based on the actual square footage. FMD concurs that this request for an additional \$3,683 is accurate.

FMD is processing the required Contract Modification through the Purchasing Office for Commissioners Court approval. FMD requests PBO support in obtaining approval to use FMD temporary salary savings to cover the cost of this modification. Temporary salary savings were previously authorized for the \$14,600 modification to VFA to add the assessment of the Jail facility. FMD does have adequate temporary salary savings in place to cover this new \$3,683 expense.

FMD will load a BA into the system to reallocate \$3,683 from the temporary salary line items into account 001-1415-525-4007. Please call John Carr at extension 44772 if you have any questions or need additional information.

ATTACHMENT:

VFA Proposal dated June 15, 2009

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations
Amy Draper, CPA, Financial Manager, FMD
Diana Ramirez, Senior Budget Analyst, PBO



Change Order

DATE: June 15, 2009

PROJECT: Travis County – Phase 3, Facility Condition Assessment
John Carr – Administrative Director
Facilities Management Department
1010 Lavaca St.
P.O. Box 1748
Austin, Texas 78767

TC PROJECT #:

VFA PROJECT #: TRAV0005

CHANGE ORDER #: TRAV0005.01

SUBJECT: ADDITIONAL SQUARE FEET ASSESSED BASED ON FIELD WORK

DESCRIPTION OF WORK:

Additional square footage, predominantly within the Parking Garage assets, was identified and assessed during actual field assessment when compared with original building list and area. Additional square footage assessed was reconciled with Travis County and will be charged a fee of \$.065 per square foot based on accelerated rate per Garage Type Use.

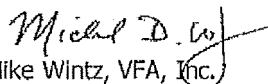
IMPACT ON SCHEDULE:

None

IMPACT ON COST:

Additional cost for 56,663 SF @ \$0.065/sf:	(\$3,683.00)
Total:	(\$3,683.00)

SUBMITTED BY:


Mike Wintz, VFA, Inc.

June 18, 2009

DATE

APPROVED BY:

John Carr, Travis County

DATE

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

Amount	Dept Transferred Into	Date	Explanation
\$6,632,457			Beginning Balance
(\$71,830)	Criminal Courts	10/28/08	Permission to continue-Drug Court Program
(\$4,356)	Cons. Pct. 2	11/4/08	3rd Amendment-Village of the Hills Interlocal for Law Enforcement Services
(\$4,620)	Records Management	11/4/08	Budget Line Item Correction
(\$25,000)	TNR	11/18/08	Envision Central Texas
(\$4,821)	TNR	11/25/08	Traffic Citations
(\$59,553)	General Administration	12/2/08	Intergovernmental Relations Coordinator
(\$20,000)	TNR	12/12/08	Legal Costs
(\$226,436)	HHS	12/16/08	Health Public Interlocal with City of Austin
(\$19,593)	CSCD	2/10/09	After-hours Security Services
(\$1,328,530)	TNR	2/24/09	Vehicles Purchase
\$52,730	HHS	3/4/09	Fund new Social Worker in FY 10
(\$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
\$7,393	Various Depts.	5/29/09	Canceled P.O.s
\$4,848,245	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)

\$1,611,880 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Last Updated June 26, 2009 at 10:44am

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 (\$1,820)	HRMD	6/16/09	Beginning Balance - Bilingual Pay Pilot Bilingual Testing
\$4,160 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$400,000 (\$215,000)	HHS	11/25/08	Beginning Balance Workforce Development RFS
(\$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 (\$700,000)	PBO	5/12/09	Beginning Balance 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
-3371	ITS	6/2/2009	Furniture & Equip
\$14,600	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		

BUDGET AMENDMENTS AND TRANSFERS FY 2009

6/30/2009

ADD-ON to Agenda Item #

AMENDMENTS

BA #	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A2		018	0870	518	9892	Reserves	Allocated Reserves		\$21,797	1
		018	0870	518	6099	Tax Office	Other Purchased Servs.	\$10,000		
		018	0870	518	6503	Tax Office	Travel, Meals & Lodging	\$3,690		
		018	0870	518	6504	Tax Office	Training & Seminars	\$8,107		




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst 

DATE: June 25, 2009

RE: Request for Use of \$21,797 from Voter Registration Fund (Fund 018) Allocated Reserve for Related Travel

The Tax Assessor Collector's Office is requesting to transfer \$21,797 from the Allocated Reserve in the Voter Registration Fund (Fund 018) for travel and training costs related to voter registration duties. This item is an Add-On for the June 30, 2009, Voting Agenda due to the turnaround needed to submit the travel request. PBO has been working with the Tax Office and the Auditor's Office to clarify the revenue certification and expenditure budgeting procedures for this special fund that resulted in a delay in the request being brought forward.

PBO is confident that these issues have been resolved and recommends approval of this request.

cc: Rodney Rhoades, Leroy Nellis, Jessica Rio, PBO
Dee Lopez, Dusty Knight, Kitten Pfertner, Tax Office
The Honorable Nelda Wells Spears, Tax Assessor Collector
Carolyn Damron, Auditor's Office

Budget Adjustment: 16659

Fyr _ Budget Type: 2009-Reg
 PBO Category: Amendment
 Just: CommCodeRq

Author: 8 - PFERTNER, KATHLEEN
 Court Date: Tuesday, Jun 30 2009
 Comm Code

Created: 6/25/2009 11:23:11 AM
 Dept: TAX COLLECTOR

From Account	Acct Desc	Project	Proj Desc	Amount
018-0870-518-9892	ALLOCATED RESERVES			21,797
				21,797
To Account		Project		Amount
018-0870-518-6099	OTHER PURCHASED SERVICES			10,000
018-0870-518-6503	TRAVEL, MEALS, LODGING			3,690
018-0870-518-6504	TRAINING & SEMINARS			8,107
				21,797

Approvals	Dept	Approved By	Date Approved
Originator	8	KATHLEEN PFERTNER	6/25/2009 11:28:59 AM
DepOffice	8	DUSTY KNIGHT	6/25/2009 12:19:23 PM



2

Diana Ramirez - Fund 018 Budget Transfer Request

From: Dee Lopez
To: Diana Ramirez
Date: 6/25/2009 11:45 AM
Subject: Fund 018 Budget Transfer Request
CC: KNIGHT, DUSTY; PFERTNER, KITTEN

Diana,

This is to request a transfer from Fund 018 Allocated Reserves to allow sufficient funds to carry us through the end of FY 2009. Kitten has completed Budget Adjustment 16659. The following is our transfer request totaling \$21,797.

Transfer \$10,000 from 018-0870-518-98-92 to 018-0870-518-6099-Imaging Conversion.
Transfer \$3690 from 018-0870-518-98-92 to 018-0870-518-6503-Election Center Conf.
Transfer \$8107 from 018-0870-518-98-92 to 018-0870-518-6054-Election Center Conf.

Conference registration fees are due to the Election Center on July 30. Please allow this request to be added as an Addendum to the Commissioner Court meeting on June 30, 2009.

Please let me know if you need further information to process this request.

Thanks for your help,

Dolores (Dee) Lopez, CERA, CPM
Director, Voter Registration Division
Travis County Tax Office
(512) 854-9203
(512) 854-4840 fax
www.traviscountytax.org



TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE

Please consider the following item for:
06-30-09

09 JUN 23 AM 11:49

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

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

- a) Grant application to the Office of Governor's Criminal Justice Division to continue the Residential Substance Abuse Treatment (RSAT) Program to provide residential services to juveniles with co-occurring disorders.
- b) Permission to continue AmeriCorps Grant program through the Health and Human Services Department until the FY 10 grant contract is executed.

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

6/30/2009

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 #	ARRA
<i>Applications</i>								
<i>a</i>	45 Residential Susstance Abuse Treatment Program	10/1/2009 - 9/30/2010	\$102,888	\$34,296	1.58	¹	18	
<i>Permission to Continue</i>								
<i>b</i>	58 AmeriCorps	8/1/2009 - 7/31/2010	\$301,236	\$281,606	20	¹	48	

Notes:

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

FY 2009 Grants Summary Report

Outstanding Grant Applications

The following is a list of grants for which application has been made and notification of award has not yet been received. American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on page XXX.

Dept	Name of Grant	Grant Amount	County Match	Grant Term	FTEs	Cm. Ct. Approval Date
58	<i>AmeriCorp</i>	\$301,429	\$281,599	8/1/2009 - 7/31/2010	20	10/14/2008
49	Flood Mitigation Assistance Planning Grant	\$30,000	\$10,000	12/1/2008 - 11/30/2009		11/7/2008
47	Emergency Management Performance Grant	\$60,215	\$60,215	10/1/2008 - 9/30/2009		12/16/2008
45	Young Offender Planning Grant	\$300,000		10/1/2009 - 9/30/2010	3	12/16/2008
19	Family Violence Accelerated Prosecution Program	\$98,842	\$53,223	9/1/2009 - 8/31/2010	1.39	1/6/2009
45	Parent Project	\$31,110		9/1/2009 - 8/31/2010		2/24/2009
45	JABG (Local) Juvenile Assessment Center	\$87,047	\$9,672	9/1/2009 - 8/31/2010	1.5	2/24/2009
45	Safe and Drug Free Schools CBT Re-Entry Program	\$14,386		9/1/2009 - 8/31/2010		2/24/2009
45	JJDP Front End Therapeutic Services Program	\$35,000		9/1/2009 - 8/31/2010		3/3/2009
55	BJA Justice and Mental Health Collaboration Program	\$200,000	\$50,000	10/1/2009 - 9/30/2011	2	3/10/2009

45	Last Updated June 26, 2009, at 10:44am FY 10 BJA Mental Health Court Collaboration- COPE (Collaborative Opportunities for Positive Change)	\$200,000	\$50,000	10/1/2009 - 9/30/2011	2	3/10/2009
37	<i>2009 COPS Hiring Recovery Program (CHRP) ARRA</i>	\$2,273,688		10/1/2009 - 9/30/2012	12	4/7/2009
37	<i>2009 Byrne Justice Assistance Grant (ARRA)</i>	\$495,000		3/1/2009 - 9/30/2012		4/7/2009
45	National School Lunch Program/School Breakfast Program	\$250,000		7/1/2009 - 6/30/2010		4/7/2009
58	<i>21st Century Community Learning Centers, Cycle 6, Year 1</i>	\$2,019,500		8/1/2009 - 7/31/2010	13	4/7/2009
39	<i>Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations (ARRA)</i>	\$373,517		8/1/2009 - 7/31/2011	6	4/14/2009
55	Second Chance Act: Prisoner Reentry Initiative Grant	\$176,240	\$175,738	10/1/2009 - 9/30/2010	3	4/14/2009
45	<i>Travis County Mentoring Project (ARRA)</i>	\$498,467		10/1/2009 - 9/31/2013	1.5	4/14/2009
19	Other Victim Assistance Grant (OVAG)	\$99,049		9/1/2009 - 8/31/2011	1	4/14/2009
45	Drug Court/In-Home Family Services Grant	\$175,000		9/1/2009 - 8/31/2010		4/21/2009
45	<i>Byrne Memorial Competitive Grant Supporting Problem Solving Courts (ARRA)</i>	\$537,459		10/1/2009 - 9/30/2011	3	4/21/2009
24	Drug Diversion Court	\$187,952		9/1/2009 - 8/31/2010	1	4/21/2009

59	Travis County STAR Flight Equipment Enhancement	\$283,926		10/1/2009 - 9/30/2010		4/28/2009
37	State Criminal Alien Assistance Program - SCAAP 09	\$37,368,877		7/1/2007 - 6/30/2008		4/28/2009
45	ARRA (American Recovery and Reinvestment Act) - Food Service Equipment Grant	\$194,794		6/8/2009 - 9/30/2009		4/28/2009
47	Homeland Security Grant for Videoconferencing Network	\$260,686.41		7/1/2009 - 7/1/2011		4/28/2009
23	Victim Coordinator and Liaison Grant	\$78,000		9/1/2009 - 8/31/2011		4/28/2009
39	Travis County Adult Probation DWI Court	\$210,315		9/1/2009 - 8/31/2010	1	4/28/2009
58	<i>Parenting in Recovery</i>	\$500,000	\$125,000	9/30/2009 - 9/29/2010	1	4/28/2009
22	Family Drug Treatment Court	\$161,568		9/1/2009 - 8/31/2010	2	4/28/2009
45	<i>Juvenile Treatment Drug Court Enhancement Grant from OJJDP</i>	\$424,979	\$141,667	10/1/2009 - 9/30/2013	2.5	5/5/2009
45	<i>Juvenile Treatment Drug Court Enhancement Grant from CSAT</i>	\$799,379	\$0	10/1/2009 - 9/30/2013	0	5/5/2009
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$634,131	\$324,862	9/1/2009 - 8/31/2010	12	5/5/2009
45	National School Lunch Program/School Breakfast Program-annual renewal	\$250,000		7/1/2009 - 6/30/2010		5/12/2009
40	Offender Reentry Program (Short Title: ORP)	\$400,000		10/1/2009 - 9/30/2010	2	5/19/2009
58	<i>Emergency Food and Shelter Program ARRA</i>	\$57,934		4/1/2009 - 12/31/2009		5/19/2009

55	<i>Travis County Management Strategy for Criminal Justice (ARRA)</i>	\$877,234		10/1/2009 - 9/30/2010	4	5/26/2009
49	Onion Creek Greenway - Urban Outdoor Recreation Grant	\$1,000,000	1,000,000	8/21/2008 - 8/20/2011		5/26/2009
37	COPS FY 2009 Technology Program - Firing Range Phase IIa	\$300,000		10/1/2009 - 9/30/2012		5/26/2009
58	<i>Community Development Block Grant (ARRA) CDBG-R</i>	\$226,300		TBD- 9/30/12		6/2/2009
45	Second Chance Juvenile Mentoring Initiative	\$624,148	\$208,049	10/1/2009 - 9/30/2012	3.1	6/9/2009
55	<i>National Initiatives: Adjudication Program</i>	\$150,000		10/1/2009 - 3/31/2011	1.5	6/16/2009
58	<i>ARRA Texas Weatherization Assistance Program</i>	\$4,498,894		8/1/2009 - 7/31/2011		
14	<i>Energy Efficiency and Conservation Block Grants - Recovery</i>	\$2,207,900		10/2009 - 04/2011		
		\$59,952,966	\$2,490,025			99.49

FY 2009 Grants Approved by Commissioners Court

Last Updated June 26, 2009 at 10:44am

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

American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on page XXX.

Dept	Name of Grant	Grant Amount	County Match	Grant Term	FTEs	Cm. Ct. Approval Date
47	Emergency Management Performance Grant	\$67,200	\$67,200			10/7/2008
58	AmeriCorps	\$288,139.00	\$223,358	8/1/2007 - 7/31/2008	16	10/28/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant	\$24,864.00	\$223,358	9/1/2008 - 8/31/2009		11/4/2008
58	<i>Parenting in Recovery</i>	\$500,000	\$91,203	9/30/2008 - 9/29/2009	1	11/4/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$199,320		10/1/2008 - 9/30/2010		11/4/2008
37	Internal Affairs Software Upgrade	\$50,000		9/1/2008 - 5/31/2009		11/7/2008
37	Office of Community Oriented Policing Program	\$350,738		12/26/2007 - 12/31/2010		11/18/2008
37	State Criminal Alien Assistance Program (SCAAP)	\$1,239,273		7/1/2006 - 6/30/2007		11/18/2008
45	Byrne Memorial ISC Residential Programs	\$103,888		10/1/2008 - 9/30/2009	1	11/25/2008
23	Project Safe Neighborhoods	\$48,518		9/1/2008 - 8/31/2009	0.48	11/25/2008
23	Project Safe Neighborhoods Amendment to FY08	\$51,482		9/1/2007 - 8/31/2010	0.52	11/25/2008

58	Customer Assistance Program Plus 1 Funding <small>Last Updated June 26, 2009 at 10:44am</small>	\$100,000		12/1/2008 - 11/30/2009		12/2/2008
58	Keeping the Warmth Program, Conservation & Energy Efficiency Program	\$20,000		12/1/2008- 11/30/2009		12/2/2008
58	Veterans' Employment and Training Service (Stand Down Grant)	\$7,000		11/15/2008 - 11/16/2008		12/9/2008
49	Travis County Flood Protection Planning Grant	\$195,000	\$465,000	3/27/2007 - 1/31/2009		12/16/2008
58	RSVP	\$61,281	\$6,128	10/1/2008 - 9/30/2009	0.5	12/30/2008
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	\$23,800	\$23,800	9/1/2008 - 8/31/2009		12/30/2008
37	Homeland Security Grant Program - Austin Area Fusion Center - TCSO	\$153,955		9/1/2008 - 1/15/2011	1	12/30/2008
23	<i>Interlocal Agreement for the Austin/Travis County Family Violence Protection Team</i>	\$685,586		10/1/2008 - 9/30/2010	4	1/27/2009
49	Northridge Acres Water Corporation Project	\$250,000		10/18/2005 - 2/28/2009		1/27/2009
24	Formula Grant-Indigent Defense Grants Program	\$429,859		10/1/2008 - 9/30/2009		2/3/2009
37	2008 Byrne Justice Assistance Grant	\$70,002		10/1/2008 - 9/30/2010		2/10/2009
45	Justice and Mental Health Collaboration Program COPE	\$246,662	\$61,666	9/1/2006 - 9/30/2009	1	2/10/2009
45	JABG Juvenile Assessment Center	\$80,889	\$8,988	8/1/2008 - 8/31/2009	1.5	2/10/2009
58	SVCI (Seniors and Volunteers for Childhood Immunization)	\$4,000		10/1/2008 - 9/30/2009	0.25	2/17/2009
58	2008 Comprehensive Energy Assistance Program (CEAP) Amendment 1	\$725,014		1/1/2008 - 12/31/2008		2/17/2009

24	Drug Diversion Court <small>Last Updated June 26, 2009 at 10:44am</small>	\$160,041		9/1/2008 - 8/31/2009	1	2/17/2009
22	Drug Court (State) Program	\$98,500		9/1/2008 - 8/31/2009	1	2/17/2009
37	Sheriff's Combined Auto Theft Task Force (SCATTF)	\$66,077		2/1/2009 - 8/31/2009		2/24/2009
58	Oncor Weatherization Project Amendment One	\$32,259		11/1/2008 - 10/31/2009		2/24/2009
49	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program	\$28,653		9/5/2008 - 7/31/2009		3/17/2009
45	Residential Substance Abuse Treatment	\$109,356	\$36,452	10/1/2007 - 9/30/2008	2	3/17/2009
58	2009 Phase 27 Emergency Food and Shelter Program	\$121,773		1/1/2009 - 12/31/2009		3/24/2009
23	Title IV-E Legal Administration	\$1,739,164		9/1/2008 - 9/30/2009		3/24/2009
49	Reimers Urban Outdoor Recreation Grant	1,000,000	\$1,000,000	8/21/2008 - 8/20/2011		3/31/2009
58	Casey Family Programs Community and Family Reintegration Project	\$70,000		3/1/2009 - 1/1/2010		4/7/2009
58	Texas Dept. of Family and Protective Services (DFPS) Community and Family Reintegration Project	\$232,000		10/1/2008 - 8/31/2009		4/14/2009
58	ATCMHMR - Marguerite Casey Foundation Community and Family Reintegration Project	\$89,028		4/1/2009 - 11/30/2010	1	4/28/2009
45	Court Order Parent Education Project (COPE)	\$41,800		11/1/2007 - 9/30/2009	0.5	4/28/2009
17	A Cultural Resources Survey of Rural Properties in Northeast Travis County	\$5,000	\$5,000	10/1/2008 - 9/30/2010		5/5/2009
55	<i>Travis County Mental Health Public Defenders Office</i>	\$250,000	\$375,000	10/1/2009 - 9/30/2010	8	5/5/2009

58	AmeriCorps Last Updated June 26, 2009 at 10:44am	\$224,172	\$211,826	8/1/2006 - 7/31/2007	16	5/5/2009
58	AmeriCorps	\$228,120	\$223,358	8/1/2007 - 7/31/2008	16	5/5/2009
22	Drug/Specialty Courts Training Stipends	\$16,200		9/1/2009 - 8/31/2010		5/5/2009
24	Training for Drug Courts	\$8,100		5/1/2009 - 9/30/2009		5/5/2009
39	Drug/Specialty Courts Training Stipend-Travis County Adult Probation DWI	See Note		6/22/2009 - 9/26/2009		5/5/2009
49	Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program Local Initiative Projects Contract with Texas Commission on Environmental Quality	\$816,543.14		5/6/2008 - 8/31/2010		5/26/2009
58	Comprehensive Energy Assistance Program (CEAP)	\$3,098,477		1/1/2009 - 12/31/2009		5/26/2009
45	USDA School Commodities Program	\$12,600		7/1/2009 - 6/30/2010		
		\$14,424,333	\$3,022,337			72.75

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		\$761,815.25	\$ -		6.00		
Outstanding							

TRAVIS COUNTY FY 09 - FY 13 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS
Last Updated June 26, 2009 at 10:44am

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. Applicable grant contracts approved in FY 08 with a FY 09 grant term are also shown below.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13	
		Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,432	\$ 223,908	\$ 866,432	\$ 223,908	\$ 866,432	\$ 223,908	\$ 866,432	\$ 223,908
		\$ 2,939,065	\$ 1,161,189	\$ 2,457,522	\$ 883,626	\$ 2,232,522	\$ 1,108,627	\$ 2,007,522	\$ 1,233,627	\$ 1,507,522	\$ 1,733,627

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

SUMMARY OF APPROVED CONTRACTS AND APPLICATIONS

Combined Totals (Approved Applications Pending Notification + Approved Contracts)		FY 09		FY 10		FY 11		FY 12		FY 13	
		Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
	Approved Applications Pending Notification (Potential Impact)	\$ 736,980	\$ -	\$3,643,868	\$ -	\$3,242,685	\$ 266,957	\$3,248,561	\$ 266,957	\$1,805,903	\$1,550,301
	Approved Contracts	\$ 2,939,065	\$ 1,161,189	\$2,457,522	\$ 883,626	\$2,232,522	\$1,108,627	\$2,007,522	\$ 1,233,627	\$1,507,522	\$1,733,627
	Combined Totals	\$ 3,676,045	\$ 1,161,189	\$6,101,390	\$ 883,626	\$5,475,207	\$ 1,375,584	\$5,256,083	\$ 1,500,584	\$3,313,425	\$3,283,928

TRAVIS COUNTY FY 09 - FY 13 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Outstanding Grant Applications

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13	
		Grant Amount	Add County Impact	Grant Amount	Add County Impact	Grant Amount	Add County Impact	Grant Amount	Add County Impact	Grant Amount	Add County Impact
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) <i>Grant will supplant department's state funding to help keep all current probation officer positions. This one-time funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent in FY 10.</i>	\$ -	\$ -	\$ 373,517	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). <i>Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration and Manor Police Department).</i>	\$ -	\$ -	\$ 877,234	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432
Criminal Justice Planning	National Initiatives:Adjudication Program (ARRA) <i>This grant is for 18 months of funding for an attorney and caseworker in the Mental Health Public Defender's Office. Travis County would be expected to continue this program after grant funding has ended.</i>	\$ -	\$ -	\$ 150,000	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 150,000	\$ -	\$ 150,000
Health and Human Services	Emergency Food and Shelter Program (ARRA). <i>The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.</i>	\$ 57,934	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	21st Century Community Learning Centers, Cycle 6, Year 1. <i>Grant would provide resources for afterschool programs in 10 economically disadvantaged and high risk elementary schools. Grant would begin in August FY 09. County will need to apply for subsequent year terms. \$950k potential impact in FY 14 and full \$1.9 million potential impact in FY 15.</i>	\$ -	\$ -	\$ 1,912,000	\$ -	\$ 1,912,000	\$ -	\$ 1,912,000	\$ -	\$ 1,434,000	\$ 478,000

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TRAVIS COUNTY FY09-FY15 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Outstanding Grant Applications

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13	
		Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from OJJDP. Includes 2 Grant FTE and may require a \$82,865 County contribution in FY 13 and the full impact of \$130,350 in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.	\$ -	\$ -	\$ 122,222	\$ -	\$ 125,470	\$ -	\$ 130,350	\$ -	\$ 46,937	\$ 47,448
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from CSAT. Application must be submitted each year. Resources for treatment services and staff training. Full impact potential in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.	\$ -	\$ -	\$ 199,820	\$ -	\$ 199,820	\$ -	\$ 199,766	\$ -	\$ 199,970	\$ -
Juvenile Probation	ARRA (American Recovery and Reinvestment Act) - Food Service Equipment Grant. The grant is a one-year one-time grant for one-time purposes and does not includes any FTE and does not require County participation after grant termination.	\$ 194,794	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Juvenile Probation	Travis County Mentoring Project (ARRA) Grant would end in FY13. Dept has stated they would seek alternative funding sources for FY 14 and beyond and would only request General Fund dollars if other funding was unavailable.	\$ -	\$ -	\$ 124,923	\$ -	\$ 123,749	\$ -	\$ 124,799	\$ -	\$ 124,996	\$ -

TRAVIS COUNTY FY 2009-2013 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Outstanding Grant Applications

		FY 09		FY 10		FY 11		FY 12		FY 13	
Dept	Grant Title	Grant Amount	Add County Impact	Grant Amount	Add County Impact	Grant Amount	Add County Impact	Grant Amount	Add County Impact	Grant Amount	Add County Impact
Juvenile Probation	Byrne Memorial Competitive Grant Supporting Problem Solving Courts (ARRA) <i>Grant would end in FY11. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.</i>	\$ 270,502	\$ -	\$ 266,957	\$ -	\$ -	\$266,957	\$ -	\$266,957	\$ -	\$ 266,957
Travis County Sheriff's Office	2009 COPS Hiring Recovery Program (CHRP) (ARRA). <i>Grant includes 12 FTE Law Enforcement Officers and requires the County to fund positions in FY 13 after termination of the grant.</i>	\$ -	\$ -	\$ 757,896	\$ -	\$ 757,896	\$ -	\$ 757,896	\$ -	\$ -	\$ 757,896
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). <i>One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.</i>	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ -	\$ -
		\$736,980	\$0	\$3,643,868	\$0	\$3,242,685	\$266,957	\$3,248,561	\$266,957	\$1,805,903	\$1,550,301

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

GRANT SUMMARY SHEET

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

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

Grant Title:	Residential Substance Abuse Treatment Program		
Grant Period:	From: 10/1/2009	To: 9/30/2010	
Grantor:	Governors Office, Criminal Justice Division (CJD)		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	0	53,967.00	0	34,296.00	0	88,263.00
Operating:	0	48,921.00	0	0	0	48,921.00
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	0	102,888.00	0	34,296.00	0	137,184.00
FTEs:		1		.58		1.58

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

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Applicable Depart. Measures						
Total number of juveniles served	150	N/A	N/A	N/A	N/A	160
Total number of juveniles discharged	70	N/A	N/A	N/A	N/A	75
Percentage of juveniles successfully completing the program	77%	N/A	N/A	N/A	N/A	77%
Measures For Grant						
Drug Free Success Rate	100	N/A	N/A	N/A	N/A	100

Outcome Impact Description	Determined by the number of participants entering the RSAT program and the number offenders who have completed the program and remained drug free throughout the duration of program.					
Graduation Rate	80%	N/A	N/A	N/A	N/A	80%
Outcome Impact Description	Determined by the number of participants entering the RSAT program and the number of offenders successfully completing all the requirements of the program.					
Retention Rate	100%	N/A	N/A	N/A	N/A	100%
Outcome Impact Description	Determined by the number of participants entering the RSAT program and the number of offenders who dropped out or were terminated before their scheduled completion date.					

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval to submit a grant application to continue the Residential Substance Abuse Treatment (RSAT) Program to the Office of the Governor, Criminal Justice Division. This grant provides \$102,888 in funding for a one-full time counselor and substance abuse and/or mental health contracted services for juveniles receiving treatment at the Intermediate Sanctions Center. This is the continuation of an existing grant program.

The grant match is funded through by using a portion of two Chemical Dependency Counselors that are already budgeted in the General Fund. No additional General Fund resources are required and the grant does not require any long term commitment.

PBO recommends approval of this request.

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

Juvenile Probation Residential Service Division is requesting approval to submit a continuation application for funding through the Criminal Justice Division-Residential Substance Abuse Treatment Fund. Residential Services is seeking funding in the amount of \$102,888 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The match of \$34,296 is internally funded through a portion of two additional counselor positions.

The goal of program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and contractual substance abuse provider and/or mental health services.

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

There are no long term County funding requirements of this grant.

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

A 25 percent match (\$34,296) has been calculated. The match is internally funded through a portion of two additional counselor positions. The match positions will work directly with the Substance Abuse Units and/or provide Drug/Alcohol Education Groups.

The .58 FTE indicated above represents a portion of salaries for both chemical dependency counselors used as grant match.

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

There is no provision in this grant for indirect costs.

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

The program will not discontinue upon completion of the grant. The Department intends to request subsequent-year continuation funding through proposals submitted to the Federal and State government, as well as private foundations. Only after all other resources are exhausted will the County be given the opportunity to consider investment in the proposed program as well as other areas of the Residential Division of the Juvenile Probation Department.

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

N/A. This is not a new program.

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

It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to educational deficiencies, substance abuse problems compounded with mental health concerns, and/or lack of social/life

skills. The ability to demonstrate success with this population is contingent up the services, treatment, and, activities available to these youth.

The 2009-10 Community Plan funding priority matrix, submitted by the Capital Area Planning Council of Governments (CAPCOG), identifies Mental Health Services as a priority for funding in relation to Juvenile Justice and Delinquency Prevention. It notes that 36% of youth entering TYC were chemically dependent. Substantive resources are required to counter the predictability of juvenile and young adult offenders becoming further entrenched in the criminal justice system.

Successful re-entry into our community is in alignment with TCJPD's mission of public safety, while effectively addressing the needs of juveniles, families, and victims of crime. We intend to reach youth at risk of remaining chemically dependent and who may have co-occurring disorders. Providing residential substance abuse services and other ancillary services will empower these youth to begin a life as law-abiding, productive citizens.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM: Estela P. Medina 6/15/09
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: R. Shockley
Ruthanne Shockley
Grant Coordinator

SUBJECT: FY10 Residential Substance Abuse Treatment (RSAT) Program Grant Application

DATE: June 12, 2009

Juvenile Probation Residential Service Division is requesting approval to submit a continuation application for funding through the Criminal Justice Division-Residential Substance Abuse Treatment Fund. Residential Services is seeking funding in the amount of \$102,888 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The match of \$34,296 is internally funded through a portion of two additional counselor positions.

The goal of program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and contractual substance abuse provider and/or mental health services.

Please review this item and place it on the **June 30th** Commissioner's Court agenda for their consideration and signature. Please contact Ms. Shockley at 4-7110 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney
Nisha Sharma, Financial Analyst, County Auditor
Darryl Beatty, Deputy Chief
Laura Rodriguez, Division Director
Ena Brent, Project Coordinator
Sylvia Mendoza, Division Director, Financial Services
Alan Miller, Financial Analyst
Grant File



Agency Name: Travis County
Grant/App: 1812205 **Start Date:** 10/1/2009 **End Date:** 9/30/2010

Project Title: Leadership Academy (Dual Diagnosis Unit)
Status: Application Pending Submission

Grant Vendor Information

Introduction

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

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Direct Deposit

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Getting Started

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

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Organization Type: County

Organization Option: applying to provide services to all others

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922021

Data Universal Numbering System (DUNS): 030908842

Payment Address Line 1: Post Office Box 1748

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78767-1748

You are logged in as **User Name:** GrantWriter

Agency Name: Travis County

Grant/App: 1812205 **Start Date:** 10/1/2009 **End Date:** 9/30/2010

Project Title: Leadership Academy (Dual Diagnosis Unit)

Status: Application Pending Submission

Eligibility Information

Introduction

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

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

Submission Process

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

Selection Process

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

Funding Decisions

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

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

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

Adoptions by Reference

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

Community Plans

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

Juvenile Justice and Youth Projects

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

Monitoring

Last updated June 26, 2009 at 10:44am

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

Your organization's Texas Payee/Taxpayer ID Number:

17460001922021

Application Eligibility Certify:

Created on:6/5/2009 9:08:00 AM By:Estela Medina

Profile Information

Introduction

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

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

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Email Addresses & Grant Officials Information

Designating Grant Officials Within your Application:


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

Updating Grant Officials on Active Grants:

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

Getting Started

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Applicant Agency Name: Travis County

Project Title: Leadership Academy (Dual Diagnosis Unit)

Division or Unit to Administer the Project: Juvenile Probation Department/ Residential Services Division

Address Line 1: 2515 South Congress Avenue

Address Line 2:

City/State/Zip: Austin Texas 78704

Payment Address Line 1: Post Office Box 1748

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78767-1748

Start Date: 10/1/2009

End Date: 9/30/2010

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

Headquarter County: Travis

Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe

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

Address 1: Post Office Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9555 Other Phone:

Fax: 512-854-9535

Agency:

Title: The Honorable

Salutation: Judge

Project Director

User Name: Estela Medina

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

Address 1: 2515 South Congress Avenue

Address 1:

City: Austin, Texas 78704

Phone: 512-854-7069 Other Phone:

Fax: 512-854-7097

Agency:

Title: Ms.

Salutation: Chief

Financial Official

User Name: Susan Spataro

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

Address 1: P.O. Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9125 Other Phone:

Fax: 512-854-6640

Agency:

Title: Ms.

Salutation: Ms.

Grant Writer

User Name: Ruthanne Shockley

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

Address 1: 2515 South Congress Avenue

Address 1:

City: Austin, Texas 78704

Phone: 512-854-7110 Other Phone:

Fax: 512-854-7093

Agency:

Title: Ms.

Salutation: Ms.

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Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922021

Data Universal Numbering System (DUNS): 030908842

Payment Address Line 1: Post Office Box 1748

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78767-1748

Narrative Information

Introduction

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


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

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

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Getting Started

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Primary Mission and Purpose

The purpose of the Residential Substance Abuse Treatment (RSAT) Program for State Prisoners is to develop and implement substance abuse treatment projects within state and local correctional facilities, including jails.

Funding Levels

The anticipated funding levels for the RSAT program are as follows:

- Minimum Award - None
- Maximum Award - None
- The RSAT program requires a grantee match of at least 25% which is calculated on the total project costs, not on the amount requested from CJD. The match requirement may be met through cash contributions only

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

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

Program Requirements

Preferences – Preference will be given to applicants who demonstrate cost effective programs focused on a comprehensive and effective approach to services.

Aftercare - Applicants are required to provide aftercare services. Aftercare programs coordinate service provisions between the correctional treatment program and other human service and rehabilitation programs such as education and job training, parole supervision, halfway houses, and self-help or peer group projects that may aid in rehabilitation.

Note: *Although aftercare is required to receive funding, aftercare services are not reimbursable with RSAT grant funds.*

Briefly describe the aftercare program, including the length of time services will be provided.

In response to an increase in the number of juveniles presenting with co-occurring disorders, Residential Services implemented a program which provides substance abuse treatment and mental health therapy. Pre-release and aftercare plans are developed by TCJPD staff; wraparound services are provided through an array of community partners under supervision of TCJPD staff. Juveniles are linked to and monitored by the TCJPD Juvenile Drug Treatment Court.

Priority Participants – Give priority to offenders who have six to twelve months remaining in their term of confinement so that they may be released from jail or prison instead of returning to the general jail or prison population after completing the treatment program.

Funding Use – RSAT funds may be used for treatment services only.

Room and Board – Provide housing, meals, snacks, clothing, transportation, dental care, and routine medical treatment for offenders in the program. *Though required, these services are not reimbursable with RSAT grant funds.*

Treatment of Parolees – If serving parolees, no more than ten percent of the award amount can be expended for treatment of parolees. Services to parolees are limited to a time period not to exceed more than one year after release from a state correctional facility.

Research – Projects must deliver services using modalities that are science-based and proven effective.

Focus – Focus on the substance abuse problems of the inmate using cognitive, behavioral, social, vocational, and other skills to resolve the substance abuse and related problems.

Treatment Plan – Develop an individualized treatment plan for each offender when the offender enters the residential treatment program. Corrections treatment projects and state or local substance abuse treatment projects must work together to place

participants in appropriate aftercare programs when the individuals complete the residential phase of the program.
Last Updated June 26, 2009 at 10:44am

Drug Testing – Perform urinalysis or other proven reliable method of drug and alcohol testing for program participants and former participants while they remain in the custody of the state or local government.

Describe the **drug testing policy for offenders** in your facility, including the method used for testing and the frequency of testing for participants.

Enter the drug testing policy for offenders:

Program participants who step down to Day Treatment , Intensive Outpatient, or Drug Court are to be drug tested at least once per week. Those who are released into the community must submit to drug testing when they return to participate in regularly scheduled activities. If the urinalysis comes back positive, the juvenile is disqualified from participating in these activities.

Are employees subject to drug testing?

Select the appropriate response:

Yes

No

If you selected **Yes** above, briefly describe the policies related to the testing of employees.

Enter the employee testing policy:

TCJPD conducts employee drug testing in accordance with the U.S. Department of Transportation requirements. An employee may be asked to submit a urine, blood, or breath analysis when probable cause exists to believe that an employee who is on duty is under the influence of an illegal substance or alcohol or shows impaired job performance by use of illegal substances and/or alcohol.

Juvenile Projects – All juvenile projects are required to comply with the Juvenile Justice and Delinquency Prevention Act of 2002 (*Public Law 107-273, 42 U.S.C. 5601 et seq., as amended*). Applicants that operate secure juvenile detention or correctional facilities that are not in compliance are **not eligible** for funding unless they have submitted an acceptable plan and timetable for eliminating the non-compliance to CJD.

If the project is operated in State or Local Secure Correctional and Detention facilities the following requirements apply:

Treatment Period – Not less than six months or more than 12 months.

Separation – Provide treatment in residential facilities that are set apart from the general correctional population in a completely separate facility or a dedicated housing unit within a facility for the exclusive use by project participants.

If the project is operated in Local Jail facilities the following requirements apply:

Treatment Period – Not less than three months.

Separation – Make every effort to separate the treatment population from the general correctional population.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Linda Moore Smith

Enter the Address for the Civil Rights Liaison:

1010 Lavaca Street Austin, TX 78701

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:

512-854-9165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Residential Substance Abuse Treatment Program Solicitation.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

Youth in the juvenile justice system who are assessed as needing residential substance abuse treatment services are at risk of running away from unsecured community-based facilities, resulting in unauthorized departures, additional violations, and possible referral to the Texas Youth Commission. Travis County Juvenile Probation Department, the only secured residential substance abuse treatment facility in Travis County, needs adequate resources to respond to the large number of youth being referred to the Department's secured residential substance abuse treatment facility. Further, youth referred to the Department are presenting an increased need for comprehensive substance abuse treatment services that promote successful re-integration into the community. These youth are at risk for remaining in the juvenile justice system and graduating into the adult criminal justice system as they tend to lack skills needed to promote crime-free productive lifestyles. It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to substance abuse problems compounded with mental health concerns, educational deficiencies, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent upon the services, treatment, and, activities available to these youth.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem. Enter your supporting data:

There is limited access to adequate substance abuse treatment in a secure residential setting. Currently in Travis County, the Juvenile Probation Department is the only secured residential substance abuse placement facility in the County and lacks resources needed to respond to the large number of youth presenting with substance abuse concerns. Travis County Juvenile Probation Department's (TCJPD) statistics indicate that 4,953 of the 5,789 juveniles referred to TCJPD in FY 2008 were screened for substance abuse issues. Lack of resources currently limits TCJPD's capacity to provide secure residential substance abuse treatment placement to only 24 juveniles at any given time. Out of youth referred to the department's secured residential facility, over 50% served were determined to have coexisting substance abuse and mental health concerns, presenting the need for services that address co-occurring issues. Further, youth placed in the Department's secured residential substance abuse treatment facility are faced with several barriers that prohibit successful re-integration into their community. Research states that youth who have late, fewer, or inadequate educational opportunities are at greater risk for behaviors that can result in unsuccessful re-entry into the community. Department data reveals that over 80% of the youth referred to the department's secured residential facility are presenting with educational deficiencies and have reading levels well below that of their grade level. In addition to being faced with educational deficiencies, 100% of the youth referred to the department's secured residential facility have been assessed as being in need of services to assist them in coping with emotional, social, and behavioral problems.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Travis County Juvenile Probation Department participates in the annual local community planning process. In the FY 09 Travis County Community Plan, the Funding Priority Matrix for Juvenile Justice Delinquency Prevention indicates in Priority #3 that 36% of youth entering TYC are chemically dependent. Furthermore, 38% had mental impairments.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The goal of the program is to provide safe, secure, effective, and individualized substance abuse treatment, while equipping juveniles with skills needed to promote successful re-integration into the community.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each CWA. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the CWA(s). You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

N/A

Continuation Projects

Printed on 06/26/2009 at 10:44am

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

N/A. The project is on schedule in accomplishing the stated objectives.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

Travis County Juvenile Probation Department, the only secured residential substance abuse treatment facility in Travis County, needs adequate resources to respond to the large number of youth being referred to the Department's secured residential substance abuse treatment facility. Further, youth being referred to the Department are in need of comprehensive substance abuse treatment services that promote successful re-integration into the community. Travis County Juvenile Probation Department's (TCJPD) statistics indicate that 4,953 of the 5,789 juveniles referred to TCJPD in FY 2008 were screened for substance abuse issues. Lack of resources currently limits TCJPD's capacity to provide secure residential substance abuse treatment placement to only 24 juveniles at any given time. Out of youth referred to the department's secured residential facility, over 50% served were determined to have coexisting substance abuse and mental health concerns, presenting the need for services that address co-occurring issues. Further, youth placed in the Department's secured residential substance abuse treatment facility are being faced with several barriers that prohibit successful re-integration into their community. Research states that youth who have late, fewer, or inadequate educational opportunities are at greater risk for behaviors that can result in unsuccessful re-entry into the community. Department data reveals that over 80% of the youth referred to the department's secured residential facility are presenting with educational deficiencies and have reading levels well below that of their grade level. In addition to being faced with educational deficiencies, 100% of the youth referred to the department's secured residential facility have been assessed as being in need of services to assist them in coping with emotional, social, and behavioral problems. The goal of the proposed program is to provide safe, secure, effective, and individualized substance abuse treatment, while equipping juveniles with skills needed to promote successful re-integration into the community. Program activities will target adjudicated youth of Travis County, ages 13 through 16, assessed as needing residential substance abuse treatment. The program will offer access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate, the program will blend together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment shall be appropriate to the client's substance abuse and/or mental health needs. The program will provide individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will include peer support groups to include relapse prevention planning, practicing awareness of symptoms and triggers, compliance with and acceptance of prescribed medications and treatment plans, socialization skills, and taking personal responsibility for one's own behavior and recovery. Because lack of educational options and limited skills and education are common barriers to successful reentry, the program is designed with a detailed program component that addresses educational and vocational skills of program participants. Specifically, the program allows participant access to computers installed with educational/vocational development software. This promotes hands-on interactive learning and vocational and educational skill development. From the moment that a juvenile enters the program, all services, activities, and treatments will be focused on one thing: successful re-entry back into the community.

Project Activities Information

Introduction



The **Project Activities** section of the application gathers information about the type of activities your project will incorporate.

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

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Getting Started

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-  = a **pencil** icon - click on this icon to edit your selections.
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- = a **red delete** icon - click on this icon to delete the item.
- = a **diskette** icon - click on this icon to save your work. When this icon appears, it is your queue to save the item that you are working on; otherwise, your data will be lost.
- = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Residential Information

In the spaces provided below enter the required information about the treatment facility and program.

List the **licenses** held by your facility:

TCJPD is licensed through DHHS and is required to have a residential out-patient substance abuse treatment license.
Enter the total number of **treatment beds in the facility**:

118
Enter the number of **treatment beds used for RSAT participants**:

24
Enter the number of **offenders on waiting lists** for the facility's RSAT program:

0
Enter the average **length of time an offender is on the waiting list** for the facility's RSAT program:

0
Describe **how participants are set apart** from the general correctional population:

Program participants are housed separately from the general population. They attend school and eat in the cafeteria as a unit.
Describe the **assessment tools and criteria for determining eligibility** in the program:

The Substance Use Survey-Instrument for Adolescents (SUS-IA), a 67-item screening instrument, is used to identify potential substance abuse. Youth believed to have substance abuse problems are further assessed using the Comprehensive Addiction Severity Index for Adolescents (CASI-A). The CASI-A is a specific tool used to evaluate drug/alcohol use and psychosocial impairment severity.

Enter the **duration** of the residential treatment program:

6-12 months
Describe the **treatment modalities** used:

This program is multi modal, which includes cognitive behavioral therapy (CBT), social skills training, group counseling, and pharmacological services. Some youth may need psychotropic medication in order to address co-occurring disorders.
Describe how the project develops the participants **cognitive, behavioral, social, vocational and other skills** to resolve the substance abuse and related problems:

This program will blend co-occurring therapeutic treatments, pro-social skills development, individual/group counseling, intensive family therapy, and cognitive behavioral therapy. School is provided on-site; vocational education and workforce issues are addressed.

Describe how the project determines the **cost of treatment** per offender, per day.

Operating costs plus personnel costs divided by 365 (number of days in year). This number is then divided by the number of youth served.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Substance Abuse	100.00	Participants will be involved full-time in therapeutic activities. A weekly schedule will include participation in academics provided by teachers from the Austin Independent School District and substance abuse treatment that focuses on problems facing substance abusing juvenile offenders. The program is designed around a regimen conducted in a therapeutic community setting that promotes cognitive restructuring while addressing behavioral, social, educational/vocational, substance abuse and skill building activities to promote pro-social life skills. From the moment that a juvenile enters the RSAT program, all activities and treatments will focus on one thing: successful reentry back into the community. The program will offer access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate, the program will blend together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment shall be appropriate to the client's substance abuse and/or mental health needs. The program will provide

Last Updated June 26, 2009	<p>individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will also include peer support groups to include relapse prevention planning, practicing awareness of symptoms and triggers, compliance with and acceptance of prescribed medications and treatment plans, socialization skills, and taking personal responsibility for one's own behavior and recovery. Participants will learn necessary information and acquire the skills needed to complete the program through on-site educational services, individual counseling, group counseling, family counseling services. substance abuse education and treatment, and urinalysis testing.</p>
----------------------------	--

Geographic Area:

The geographic area is Travis County, Texas.

Target Audience:

Substance abusing juvenile offenders referred for secured residential substance abuse treatment services; to include but not limited to youth possessing both mental health and substance abuse issues (co-occurring disorders).

Gender:

Male and female offenders.

Ages:

The inclusive age range is 13 through 16 years of age.

Special Characteristics:

Many youth will be dually diagnosed, having a combination of mental health and substance abuse issues (co-occurring disorders).

Measures Information

Introduction





The **Project Measures** section of the application collects data to track the performance of your proposed project toward its stated objectives. Output measures demonstrate the level of activity of a project. Outcome measures demonstrate the impact of a project in a targeted area, reflecting the extent to which the goals and objectives of the project have been achieved. Output and outcome measures displayed on this page correspond to activities selected or created on the **Activities** page.

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

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Reserved

This section left intentionally blank.

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Average number of days treatment was provided to grant-funded participants who successfully completed the program.	180	180
For programs in existence for at least two years, the average cost (in dollars) of the grant-funded treatment component per offender.	145	145
Number of bed days of residential treatment provided to grant-funded participants during the previous grant year.	6438	7615
Number of offenders entering an aftercare program.	25	37
Number of offenders who successfully completed the grant-funded residential program.	35	36
Number of offenders who dropped out of the grant-funded residential program.	0	0
Number of offenders who were terminated from the grant-funded residential program.	0	0
Number of participants entering the grant-funded residential treatment program.	31	35

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Percent of offenders who successfully completed the treatment program and remained arrest-free during the aftercare phase.	75	77

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Documents Information

Introduction


The **Supporting Documentation** section of the application contains general grantee requirements. Please select or enter the appropriate responses in the areas below.

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Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the [resolution](#) from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The Program Manager monitors contract compliance with the vendors used for professional services. This includes site visits and having weekly contact with the vendors to monitor client services and progress.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

- Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Reponse:

Yes Last Updated June 26, 2009 at 10:44am

No

N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2009

Enter the End Date [mm/dd/yyyy]:

9/30/2010

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

10974394

Enter the amount (\$) of State Grant Funds:

5573581

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

Yes

No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2008

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;

- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principles:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses unenumerated in section 1.2(a) in the Certification and Assurances document cited above in the **Introduction**; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

Fiscal Capability Information

Introduction

This **Fiscal Capability** section of the application collects information from nonprofit corporations applying for CJD grant funds.

Note: If you are NOT a nonprofit corporation, this information is not applicable; therefore, the 'Printer Friendly' version will be blank for all information collected in the Fiscal Capability section.

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

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Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

- Yes
- No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal

year.

Last Updated June 26, 2009 at 10:44am

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Introduction






This **Budget** section of your application details budget line items for your proposed project. To create a new budget line item, click on the icon in the **New Budget Item** column. You will be directed to a different area on this page to make selections specific to the budget category. After making your selection, write a brief description of the line item in the **Expenditure Description** box and enter the amount of CJD funds, Cash Match, and if applicable, In Kind Match in the areas provided. In the percentage box, you can enter a percentage for Personnel or number of items to be purchased for Supplies and/or Equipment. When you have finished, click on the **Add New Budget Line Item** button. Repeat this process for each budget line item needed in each budget category. If you need to edit your entries, click on the '+' icon to expand the budget grid. You will notice that a *pencil* icon will display after expanding the grid. Click on the *pencil* icon to be directed to the editing section on this page and follow the instructions in this area to complete your edits.

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

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

Getting Started

On this tab you will notice certain icons that are displayed.

-  = a **plus** icon – click on this icon to expand a list of items.
-  = a **minus** icon – click on this icon to collapse a list of items.
-  = a **new** icon – click on this icon to add a new item.
-  = a **pencil** icon - click on this icon to edit your selections.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Computer Software and Media	Educational and vocational supplies, books, workbooks, audiovisuals, and ongoing supplies for tutoring juveniles in the RSAT program.	\$8,766.00	\$0.00	\$0.00	\$0.00	\$8,766.00	0
Personnel	Counselor	The position indicated will	\$53,967.00	\$34,296.00	\$0.00	\$0.00	\$88,263.00	25

Last Updated June 26, 2009 at 10:44am	and/or Therapist (licensed)	work directly with the Substance Abuse Units and/or provide Drug/Alcohol Education Groups.							
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and contractual substance abuse provider and/or mental health services.	\$40,155.00	\$0.00	\$0.00	\$0.00	\$40,155.00	0	

Source of Match Information

Introduction

The **Source of Match** section of your application collects information regarding the source and amount of **Cash Match** and **In Kind Match**. Please enter the description and amounts of match in the spaces provided below and select whether the item is 'Cash Match' or 'In-Kind Match'. After entering an item click on the **Add New Item** button. When an item has been added, it will appear in the 'Edit the Source(s) of Match Reported' table. You may edit each of the items added to this table by clicking on the 'pencil' icon. If you edited an item in the table, click on the 'diskette' icon to save your edited entries.



For further information regarding matching funds refer to 1 TAC, §3.3; for program income refer to 1 TAC, §3.73 and §3.87.

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

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Getting Started

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

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
TCJPD General Revenue	Cash Match	\$34,296.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
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\$34,296.00 Last Updated June 26, 2009 at 10:44am	\$34,296.00	\$0.00	\$0.00	\$0.00
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Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$40,155.00	\$0.00	\$0.00	\$0.00	\$40,155.00
Personnel	\$53,967.00	\$34,296.00	\$0.00	\$0.00	\$88,263.00
Supplies and Direct Operating Expenses	\$8,766.00	\$0.00	\$0.00	\$0.00	\$8,766.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$102,888.00	\$34,296.00	\$0.00	\$0.00	\$137,184.00

Condition Of Fundings Information

DESCRIPTION	CREATED	MET	HOLD FUND
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ProjectSummary

The goal of the program is to provide safe, secure, effective, and individualized substance abuse treatment, while equipping juveniles with skills needed to promote successful re-integration into the community.

ApplicationNotes

08/01/06 Intake Completed. CV Judy - check on change in focus and possibly title -- may want to use a new grant number 8/31/06 Grant Review completed. Sent for director review. LB 9-5-06 We extended the end date on their current grant. Please check the current grant to determine whether this grant provides additional services. They changed up the previous program and as a result got a late start. If the grants appear duplicative, we may need to cal Terrell and gather additional information. PRR approved unless further discussion is needed. Js 9-7-06 Received Resolution and Certification. js 9/06/06 Referred to services provided by current grant (18122-01) and the services provided are Assessment and Referral and Treatment with an emphasize on treatment services. The activities on the current application (18122-02) offer additional services to include extended counseling and family support services. For example, the project activities cites, " The program will...blend together substance abuse treatment activities with mental health services for youth and their families...The program will provide individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will also include peer support groups...Specifically, the program allows participants access to computers installed with

educational/vocational development software...Participants will learn necessary information and acquire the skills needed to complete the program through on-site educational services, individual counseling, group counseling, family counseling." Whereas the current program (18122-01) cites and emphasizes on treatment, "The proposed program will provide individual case management, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed." Therefore, the current application does include additional services. Sent for program review prior to issuing PRR. NOTE: Computer usage mentioned in activities, however additional information may be needed such as verifying only program participants will use the computer. LB PRR issued. 9/07/06 PRR Completed. Refer to PRR Completed in GFM. LB

PRROtherInformation

ProgramDirectorReview
9/12/06 Recommend funding. AM

AccountingReview
9/13/06 FO information has been updated. YR 9/13/06 Accounting review complete - EH

ExecutiveReview
9/25/06 Recommend funding. AS

BudPersonnelMemo
Senior Counselor ; 100% of salary ; CJD Funds \$25172 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$25172
Senior Counselor ; 100% of salary ; CJD Funds \$0 ; Cash Match \$25172 ; In-Kind \$0 ; Line Total: \$25172
Senior Counselor ; 50% of salary ; CJD Funds \$0 ; Cash Match \$11280 ; In-Kind \$0 ; Line Total: \$11280
Total: \$61624

BudContractualMemo
Austin Child Guidance Center ; CJD Funds \$44850 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$44850
Total: \$44850

BudTravelMemo
In State Travel and Training ; CJD Funds \$8000 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$8000 Total:
\$8000

BudSuppliesMemo
Urine Analysis Kits ; CJD Funds \$3600 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$3600 Educational
Supplies for Training and Tutoring Juveniles ; CJD Funds \$8275 ; Cash Match \$0 ; In-Kind \$0 ; Line Total:
\$8275 Vocational Curriculum ; CJD Funds \$9243 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$9243 Total:
\$21118

BudIndirectMemo

BudConstructionMemo

GranteeContacts

TargetPopulation

Geographic Area: Travis County Target Audience: Substance abusing juvenile offenders referred for secured residential substance abuse treatment services; to include but not limited to youth possessing both mental health and substance abuse concerns. Gender: Male and Female Age: 13 -16 years of age Special Characteristics: Many youth may be dually diagnosed, having a combination of mental health and substance abuse issues.

HowProgramWorks

FOCUS: Substance Abuse Treatment Travis County Juvenile Probation Department (TCJPD) manages an on-site secured residential substance abuse treatment facility and has implemented a program with activities targeting juveniles with substance abuse problems. Due to the complexities associated with providing services to these juveniles, TCJPD includes services to dually-diagnosed (substance abusing and mentally ill) youth. Youth meeting the criteria of the RSAT grant will be required to participate in the program for at least six months, but not more than 12 months. Participants will be involved full-time in therapeutic activities. A weekly schedule will include participation in academics provided by teachers from the Austin Independent School District and substance abuse treatment that focuses on problems facing substance abusing juvenile offenders. The program is designed around a regimen conducted in a therapeutic community setting that promotes cognitive restructuring while addressing behavioral, social, educational/vocational, substance abuse and skill building activities to promote "right-living". From the moment that a juvenile enters the RSAT program, all activities and treatments will focus on one thing: successful reentry back into the community. The program will offer access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate, the program will blend together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment shall be appropriate to the client's substance abuse and/or mental health needs. The program will provide individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will also include peer support groups to include relapse prevention planning, practicing awareness of symptoms and triggers, compliance with and acceptance of prescribed medications and treatment plans, socialization skills, and taking personal responsibility for one's own behavior and recovery. Because lack of educational options and limited skills and education are common barriers to successful reentry, the program is designed with a detailed program component that addresses educational and vocational skills of program participants. Specifically, the program allows participants access to computers installed with educational/vocational development software. This promotes hands-on interactive learning and vocational and educational skill development. The program will be implemented through a series of phases. Participation in each phase relies on the successful completion of the orientation or prior phase, and requires each participant to demonstrate improved skills in the areas of maturity, personal responsibility, and decision making. Participants will learn necessary information and acquire the skills needed to complete the program through on-site educational services, individual counseling, group counseling, family counseling services, substance abuse education, and urinalysis testing. Participants will engage in problem solving groups that focus on relapse prevention skills and physical education activities

geared toward promoting a healthy body and lifestyle. Prior to discharge from the program, treatment staff in collaboration with youth's parental support develops transition plans for youth. These cadre aftercare services includes an array of community based substance abuse services, intense family services, educational and vocational training, and linkages to ancillary community-based resources. All of the aforementioned services and activities allows for successful re-entry into the community. Project Summary Travis County Juvenile Probation Department, the only secured residential substance abuse treatment facility in Travis County, needs adequate resources to respond to the large number of youth being referred to the Department's secured residential substance abuse treatment facility. Further, youth being referred to the Department are in need of comprehensive substance abuse treatment services that promote successful re-integration into the community. Travis County Juvenile Probation Department's (TCJPD) statistics indicate that 2,779 of the 6,077 juveniles referred to TCJPD in FY 2005 were screened for substance abuse issues. One hundred and twenty seven juveniles (127) were referred to residential substance abuse treatment; however, lack of resources currently limits TCJPD's capacity to provide secure residential substance abuse treatment placement to only 16 juveniles at any given time. Out of youth referred to the department's secured residential facility, over 50% served were determined to have coexisting substance abuse and mental health concerns, presenting the need for services that address co-occurring issues. Further, youth placed in the Department's secured residential substance abuse treatment facility are being faced with several barriers that prohibit successful re-integration into their community. Research states that youth who have late, fewer, or inadequate educational opportunities are at greater risk for behaviors that can result in unsuccessful re-entry into the community. Department data reveals that over 80% of the youth referred to the department's secured residential facility are presenting with educational deficiencies and have reading levels well below that of their grade level. In addition to being faced with educational deficiencies, 100% of the youth referred to the department's secured residential facility have been assessed as being in need of services to assist them in coping with emotional, social, and behavioral problems. The goal of the proposed program is to provide safe, secure, effective, and individualized substance abuse treatment, while equipping juveniles with skills needed to promote successful re-integration into the community. Program activities will target adjudicated youth of Travis County, ages 13 through 16, assessed as needing residential substance abuse treatment. The program will offer access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate, the program will blend together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment shall be appropriate to the client's substance abuse and/or mental health needs. The program will provide individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will include peer support groups to include relapse prevention planning, practicing awareness of symptoms and triggers, compliance with and acceptance of prescribed medications and treatment plans, socialization skills, and taking personal responsibility for one's own behavior and recovery. Because lack of educational options and limited skills and education are common barriers to successful reentry, the program is designed with a detailed program component that addresses educational and vocational skills of program participants. Specifically, the program allows participant access to computers installed with educational/vocational development software. This promotes hands-on interactive learning and vocational and educational skill development. From the moment that a juvenile enters the program, all services, activities, and treatments will be focused on one thing: successful reentry back into the community.

ExecutiveSummary

Travis County's Leadership Academy (Dual Diagnosis Unit) will provide screening and assessment, orientation, individualized treatment planning, and case management to juvenile offenders who are referred for secure residential substance abuse treatment services. Specific activities include substance abuse treatment, counseling, chemical dependency education, life skills training, relapse prevention education and referrals to community services. It is anticipated that 36 juveniles will participate in the program during the grant period.

45

Last Updated June 26, 2009 at 10:44am

You are logged in as **User Name:** GrantWriter

THE STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION

WHEREAS, The County Commissioners of Travis County, Texas finds it in the best interest of the citizens of Travis County, that The Leadership Academy (Dual Diagnosis Unit) be operated; and

WHEREAS, County Commissioners of Travis County agrees to provide applicable matching funds for the said project as required by the Governor's Office Criminal Justice Division Residential Substance Abuse Treatment grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that County Commissioners of Travis County approves submission of the grant application for The Leadership Academy (Dual Diagnosis Unit) to the Office of the Governor, Criminal Justice Division.

Signed by: _____
SAMUEL T. BISCOE, County Judge

Passed and Approved this 30th of June, 2009

Grant Application Number: 18122-05

GRANT SUMMARY SHEET

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

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

Grant Title:	AmeriCorps		
Grant Period:	From: 8/1/09	To: 7/31/10	
Grantor:	Corporation for National and Community Service (through the OneStar Foundation)		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	296,731			175,271		472,002
Operating:	1,507			43,462		44,969
Capital Equipment:					10,160	10,160
Indirect Costs:				52,713		52,713
Total:	298,238*		0	271,446	10,160	579,844
FTEs:	20					20

*This is the amount of grant funds going to Travis County. The OneStar Foundation receives an administrative fee of \$2,998. Therefore, the total amount of the grant award is \$301,236.

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

Performance Measures*	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Department Measures						
Educational Program Participants	77,000					77,000
Measures For Grant						

48

AmeriCorps members successfully completing national service training	22					32
Outcome Impact Description	The training gives AmeriCorps members knowledge about national service and their job duties that allows them to competently perform their AmeriCorps service activities. The training develops an ethic of service among the members. All members must complete the training in order to serve in the program.					
AmeriCorps member service hours	28,020					34,800
Outcome Impact Description	This output measure does not affect the outcome measure. (It is included to show the number of service hours the AmeriCorps members are providing to the community.)					
Students enrolled in after-school programs for a minimum of one year	1,200					1,500
Outcome Impact Description	This output measure does not affect the outcome measure. (It is included as an indicator of the number of students participating in the after-school program on a regular basis.)					
Percentage of AmeriCorps members who complete training and their terms of service and report gaining skills that they will use in the future	75%					75%
Outcome Impact Description	Members who complete the training and their term of service answer a written survey about their experience and the likelihood of them using the skills they have learned in the future. The outcome measure is that at least 75% of survey respondents state that they will use the skills they have developed in future education, service, or employment opportunities.					
Percentage of students enrolled in the after-school program for a minimum of one year who score as well or better than their peers in the science section of a standardized assessment tool	20%					20%
Outcome Impact Description	At least 240 students in FY'09 and 300 in FY'10 will score as well or better than their peers in the science section of a standardized assessment tool. (AISD provides the assessment scores.)					

*All of these performance measures are tallied after the end of the fiscal year. The figures for the FY'08 grant are available.

PBO Recommendation:

Health and Human Services requests Commissioners Court approval of a permission to continue the Americorps Grant Program until the FY 10 grant contract is executed. The grant funds Americorps members to support the activities of the Cooperative Extension's 4-H capital program. Travis County has already received notice of the award for FY 10 and the department is waiting to receive the contract. Please see attached award letter for additional details. The Commissioners Court has typically approved a permission to continue while awaiting the final contract for the grant around this time of year.

Health and Human Services is internally funding the \$81,596 through two transfers to continue the program from their operating budget. These funds will be returned to the General Fund once the contract is executed. PBO is under the assumption the contract will be ready and the General Fund resources used to temporarily continue the program will be returned to the General Fund before the close of FY 09.

PBO recommends Commissioner Court approval of this request 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?

Travis County 4-H CAPITAL uses the AmeriCorps members to expand its after-school programs.

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

There are no county funding requirements once the grant ends. There is a cash and in-kind match required while the grant is in progress.

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 cash and in-kind match totaling \$281,606. These matches will come from 4-H CAPITAL, the Texas AgriLife Extension Service, and TCHHSVS. The grant is revenue neutral. It will not increase the General Fund budget.

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

The grant allows for a 4% indirect cost allocation for the county and 1% (\$2,998) for the OneStar Foundation. The county is not claiming its 4% allocation because this would raise the cost per FTE from its current \$14,972 to \$15,606 and make it uncompetitive. The OneStar Foundation must maintain an average cost per FTE of \$12,600 across all AmeriCorps programs in the state.

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.

Travis County 4-H CAPITAL will continue to offer after-school programs once the grant ends but not at as many locations.

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

NA

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

The grant allows 4-H CAPITAL to increase the number of sites where it offers after-school programs without increasing General Fund expenditures. This increases the departmental performance measure for educational program participants.



**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: June 16, 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: Permission to continue funding the AmeriCorps Program

Proposed Motion:

Consider and take appropriate action on the request of TCHHSVS to allocate \$81,596 from the General Fund to continue funding the Travis County CAPITAL AmeriCorps Project until the FY'10 grant contract is executed.

Summary and Staff Recommendations:

The Travis County 4-H CAPITAL AmeriCorps Program has served more than 15,000 area youth since its inception. During this time, 91 AmeriCorps members have received career and professional development while contributing more than 112,000 service hours. AmeriCorps members work with 4-H CAPITAL staff to expand after-school programs and summer camps in the Austin Independent School District.

The \$81,596 from the General Fund will pay the salary and benefits of four full-time county employees funded by the grant as well as 32 AmeriCorps members for the month of August. The grantor should send the new grant contract for \$298,238 by the end of July. The grant will reimburse the General Fund expenditure.

TCHHSVS staff recommends approving the continuation of funding.

Budgetary and Fiscal Impact:

The \$81,596 will come from line item 001-5854-611-6231. This funding will be used to fund the revenue and expenditure budget for one month of salary and will be reclassified and rebudgeted back to the original General Fund account upon execution of the AmeriCorp grant contract.

Issues and Opportunities:

Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. AmeriCorps members provide much-needed staff to increase the number of after-school programs in Travis County as well as enhance existing programs. Travis County 4-H CAPITAL programs differ from more traditional programs by offering hands-on activities that reinforce key concepts in the curriculum.

Background:

The FY'10 grant contract runs from 8/1/09 – 7/31/10.

Cc: Robert Richter, Director, Texas AgriLife Extension Service
Lillianne Goeders, Extension Agent, 4-H CAPITAL
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office



June 1, 2009

Lillianne E. Goeders
Travis County Department of Human Services
1600-B Smith Rd.
Austin, TX 78721

Ms. Goeders,

Congratulations! We are pleased to notify you that Travis County Department of Human Services has been approved for a Formula AmeriCorps grant for the 2009-2010 year. The approved funding levels are listed below as well as some important information for next steps.

	REQUESTED	APPROVED
• CNCS Share	\$301,429	\$301,236
• Cost per Member Service Year (MSY)	\$14,984	\$14,972
• Total Number of MSYs	20.12	20.12
• Total Number of Member Slots	32	32
• Overall Matching Level	48.3%	48.3%

PERFORMANCE MEASURES - REMINDER

This is just a reminder that you must have your performance measures approved by OneStar prior to entering them into eGrants. All programs are required to have:

- OneStar mandated Launch Into a Lifetime of Service (Participant Development) measure
- Strengthening Communities measure
- Needs and Services performance measure for your primary service activity that is aligned (one output, one intermediate outcome, one end outcome)
- Any other needs and services measures that your program will be collecting about the service your members will provide.

Please use the templates provided by OneStar to work on your measures. In order to have OneStar review and approve the measures, submit the completed template documents to elisa@onestarfoundation.org no later than June 3.

IMPORTANT DEADLINES

Please note the following dates:

- **June 3, 2009:** Submit Performance Measure worksheets to OneStar for review and approval.
- **June 4 – 15, 2009:** Work with OneStar to finalize performance measures and enter approved measures into eGrants.

PRE-AWARD REQUIREMENTS

There are several pre-award steps that you must complete in order for OneStar to release a Notice of Grant Award (NOGA). This "Getting Started" document will be sent later this week.

Congratulations again and we look forward to working with you!

Sincerely,

/s/Elizabeth D. Seale
President and CEO
OneStar Foundation

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Work Session _____ Voting Session June 30, 2009 Executive Session _____
Date Date Date

I. A. Request made by: Mary E Hayes
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text: Consider and take appropriate action on request to approve signature authority in Travis County's Local Government Investment Pools for Cash/Investment Management's Senior Financial Analyst.

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:

Rodney Rhoades, Executive Manager, PBO, 854-9465
Leroy Nellis, Budget Manager, 854-9066
Susan Spataro, County Auditor, 854-9125
Dolores Ortega-Carter, Treasurer, 854-9365

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)
- ___ 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: 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.



**CASH/INVESTMENT MANAGEMENT DEPARTMENT
TRAVIS COUNTY, TEXAS**

Travis County Administration Building
314 W. 11th Street, Suite 540
P.O. Box 1748
Austin, Texas 78767

Phone: (512) 854-9085
Fax: (512) 854-4210
Email: mary.mayes@co.travis.tx.us

DATE: June 30, 2009

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

FROM: Mary E. Mayes, Investment Manager *Mary E Mayes*

RE: Approval of Investment Pool Signature Authority for Deborah A. Laudermilk

Deborah A. Laudermilk is the new Senior Financial Analyst in Cash Investment/Management. In the Travis County Investment Policy the Commissioners Court delegates investment authority for Travis County to the Investment Manager, Assistant Investment Manager, and Senior Financial Analyst. Debbie has been with us for two months and is experienced in investing and cash management.

Attached are the forms authorizing Debbie to invest for Travis County in the three Local Government Investment Pools in which Travis County is a participant. They are TexPool, TexSTAR, and TexasDAILY, the overnight pool of TexasTERM.

Please authorize the forms to allow Debbie to invest for Travis County in TexasDAILY and TexSTAR and authorize Judge Biscoe to sign the Resolution allowing her to invest in TexPool.

Thank you.

cc: Harvey Davis



RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, Travis County, 78310

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool *Prime*"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

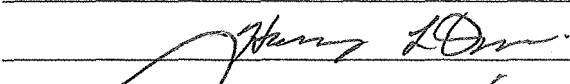
- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool *Prime* and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool *Prime* account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

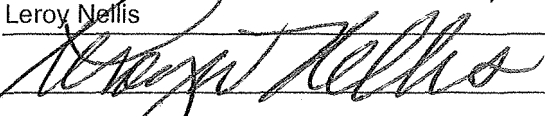
List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

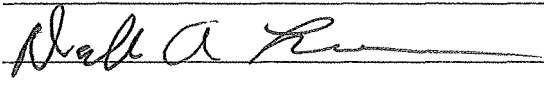
1. Name	<u>Mary E. Mayes</u>	Title	<u>Investment Manager</u>
Signature	<u><i>Mary E Mayes</i></u>	Phone Number	<u>(512) 854-9085</u>

ORIGINALS REQUIRED

TEX - REP

2. Name Harvey L. Davis Title Assistant Investment Manager
 Signature  Phone Number (512) 854-4743

3. Name Leroy Nellis Title Budget Manager
 Signature  Phone Number (512) 854-9066

4. Name Deborah A. Lauder milk Title Senior Financial Analyst
 Signature  Phone Number (512) 854-9779

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Mary E. Mayes
 Email Mary.Mayes@co.travis.tx.us Fax Number (512) 854-9085

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name _____ Title _____

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the _____ day _____, 20 09 .

NAME OF PARTICIPANT: Travis County

BY: _____
Signature

Printed Name

County Judge

Title

ATTEST: _____
Signature

Printed Name

Title

This document supersedes all prior Authorized Representative designations.



ADDITION/DELETION FORM FOR AUTHORIZED REPRESENTATIVES

LOCATION NUMBER: 22707 EFFECTIVE DATE: July 1, 2009

PARTICIPANT NAME: Travis County

PART I: DELETIONS - Please enter the names of the individual(s) to be deleted as Authorized Representatives.

PRINTED NAME	PRINTED NAME
1. _____	3. _____
2. _____	Inquiry Only Representative*

PART II: ADDITIONS - Please enter the names of the individual(s) to be added as Authorized Representatives.

PRINTED NAME	TITLE	SIGNATURE
Deborah A. Lauder milk	Senior Financial Analyst	

PART III: APPROVALS - Please enter the names of all individuals who are currently Authorized Representatives and who authorize the deletions and additions of the individuals above.

PRINTED NAME	TITLE	SIGNATURE
Mary E. Mayes	Investment Manager	
Harvey L. Davis	Assistant Investment Manager	
Leroy Nellis	Budget Manager	



ADDITION/DELETION FORM FOR AUTHORIZED REPRESENTATIVES

PART IV: PRIMARY CONTACT - If the Primary Contact on file with TexSTAR was deleted in Part I of this form, please provide the name of the Authorized Representative that will be the Primary Contact. The Primary Contact is the individual who will receive the daily transaction confirmations, monthly statements, monthly newsletter, TexSTAR Updates and other TexSTAR mailings. **[required]**

Name: Mary E. Mayes

Email Address: Mary.Mayes@co.travis.tx.us

Phone Number: (512) 854-9085

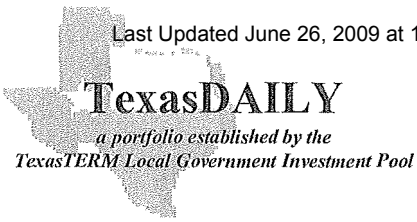
PART V: INQUIRY ONLY - If an Inquiry Only Representative was deleted in Part I and you wish to replace this representative or add an inquiry only representative to your TexSTAR account for the first time, please list this individual below. This limited representative cannot make deposits or withdrawals or sign Bank Information Sheets. **[optional]**

PRINTED NAME

TITLE

SIGNATURE

If you have any questions regarding this form or the Authorized Representatives currently on file with TexSTAR for your entity, please contact TexSTAR Participant Services at 1-800-839-7827.



EASY ONLINE NETWORK (EON)

Questions? Call 1.866.839.8376

Online Account Access Authorization
Website: <http://eon.pfm.com>

Instructions: Complete one form for each user. Fax this form to EON Coordinators at 1.888.535.0120.

1. TYPE: (Please check the box that applies to this user.)

- New EON User
- Reactivate expired login for current EON user
- Update a Current EON User
- Remove EON User as indicated below (Specify in the Account Access section below whether the user will be removed completely from all accounts or if the user is only being removed from specific accounts.)

2. BASIC INFORMATION: (Please fill this section out completely.)

Name of Entity: Travis County

Entity Tax Identification Number: 74-60000192

3. USER INFORMATION: (Please fill this section out completely.)

First Name: Deborah Last Name: Laudermilk
 Mr. Ms.

Title/Position: Senior Financial Analyst

E-Mail: Deborah.Laudermilk@co.travis.tx.us Tel: (512) 854-9779

Preferred or Current Username dlaudermilk Mother's Maiden Name waltz
 (An EON Coordinator will contact you if the preferred username is unavailable)

4. ACCOUNT ACCESS: (Access includes all current and historical information.)

- User may access all accounts under entity name
 - User may access the following account(s) only: (Please type or print the account number(s) that may be accessed.)
- _____
- _____
- _____

5. TYPE OF ACCESS: (User will be granted FULL ACCESS if this section is not completed.)

- FULL ACCESS** – User may initiate and reverse transactions; view all current and historical statements and activity.
- VIEW ONLY ACCESS** - User may view all current and historical statements and activity. They cannot transact online.
- PARTIAL ACCESS** – User may view all current and historical statements and activity, and they may create the following only:
 - PURCHASES**
 - All Purchases
 - Wire Purchase Notify
 - Initiate ACH Purchase
 - REDEMPTIONS**
 - All Redemptions
 - Initiate Wire Redemption
 - Initiate ACH Redemption
 - GENERAL**
 - Transfers between accounts/series
 - Reverse Pending Transactions

6. AUTHORIZED BY: (Please have an authorized individual, as designated per account records, sign and date this section.)

Name: Mary E. Mayes Title: Investment Manager

Signature: X *Mary E Mayes* Date: 6/22/2009 Phone #: (512) 854-9085
 (By signing you are authorizing access to your accounts as specified above and indemnifying the investment advisor of responsibility for unauthorized use.)

Note: It is your entity's responsibility to notify the EON Coordinator of any changes needed for users with online access to your accounts.

FUND USE ONLY		
	DATE	INITIALS
Processed		
Confirmed		

13

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUN 24 PM 4:03

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session:

June 30, 2009

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

a. **CONTINUE DISCUSSION OF FY 2010 BUDGET HEARINGS AND MARK UP SCHEDULES.**

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

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 p.m. on Monday for the next week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: County Judge and Commissioners Court

FROM: Rodney Rhoades

DATE: June 30, 2009

SUBJECT: FY 10 Budget Hearings and Markup

At the direction of the Commissioners Court on June 23rd, Planning and Budget is providing a proposed schedule for Budget Hearings and Markup. This schedule is recommended as a result of the realization that additional revenues are not likely.

The current schedule calls for Budget Hearings to be held beginning on Wednesday, August 12 and ending on Friday, August 21st. The Markup schedule is currently scheduled for Wednesday, September 9th – Friday, September 11th. This schedule has been published in the 2010 Budget Manual which has been used for planning purposes.

Planning and Budget recommends the following abbreviated schedule:

- No Budget hearings for the FY 2010 Budget;

- Markup to be held on September 9th from 9 am - noon and 2 pm – 5 pm with a place holder on for the same times on September 10th.

Planning and Budget further proposes to provide an Agenda Worksheet Request form to each of the members of the Commissioners Court as has been done in prior years. However, we propose that this sheet reflect only those areas where **reductions** have been taken or where a shift from on-going to one-time funding is being recommended. This will provide you with the opportunity to review Planning and Budget recommendations and comment on whether there is agreement or if further discussion may be needed.

The proposed Markup schedule is needed to meet necessary posting requirements for the final adoption of the FY 10 tax rate and to set the schedule for the final adoption.

I am available to discuss this schedule in further detail if you would like.

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Travis County Commissioners Court Agenda Request

Voting Session June 30, 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 \$552,669.33, for the period of June 12, 2009 to June 18, 2009.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

A. Backup memorandum is attached.

B. Affected agencies and officials.

Linda Moore-Smith	854-9170
Dan Mansour	854-9499
Susan Spataro	854-9125
Rodney Rhoades	854-9106

III. Required Authorizations: Checked if applicable:

- _____ Planning and Budget Office (854-9106)
- _____ Human Resources Management Department (854-9165)
- _____ Purchasing Office (854-9700)
- _____ County Attorney's Office (854-9415)
- _____ County Auditor's Office (854-9125)

RECEIVED COUNTY JUDGE'S OFFICE
09 JUN 23 PM 4:06

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: June 30, 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: June 12, 2009 to June 18, 2009

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$552,669.33

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 \$552,669.33.

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
JUNE 12, 2009 TO JUNE 18, 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 June 26, 2009 at 10:44am

DATE: June 30, 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: June 12, 2009
TO: June 18, 2009

REIMBURSEMENT REQUESTED: \$ 552,669.33

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,141,083.86
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: June 23, 2009	\$ (588,414.70)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 552,669.33
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 552,669.33

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

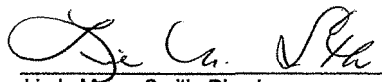
All claims over \$25,000 (2 this week totaling \$120,205.56) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

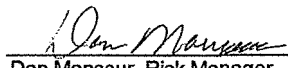
Fifteen percent (15%) of all claims under \$25,000 (\$64,900.15) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$12,892.56.

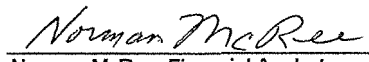
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 6/19/09
Linda Moore Smith, Director Date

 6-18-09
Dan Mansour, Risk Manager Date

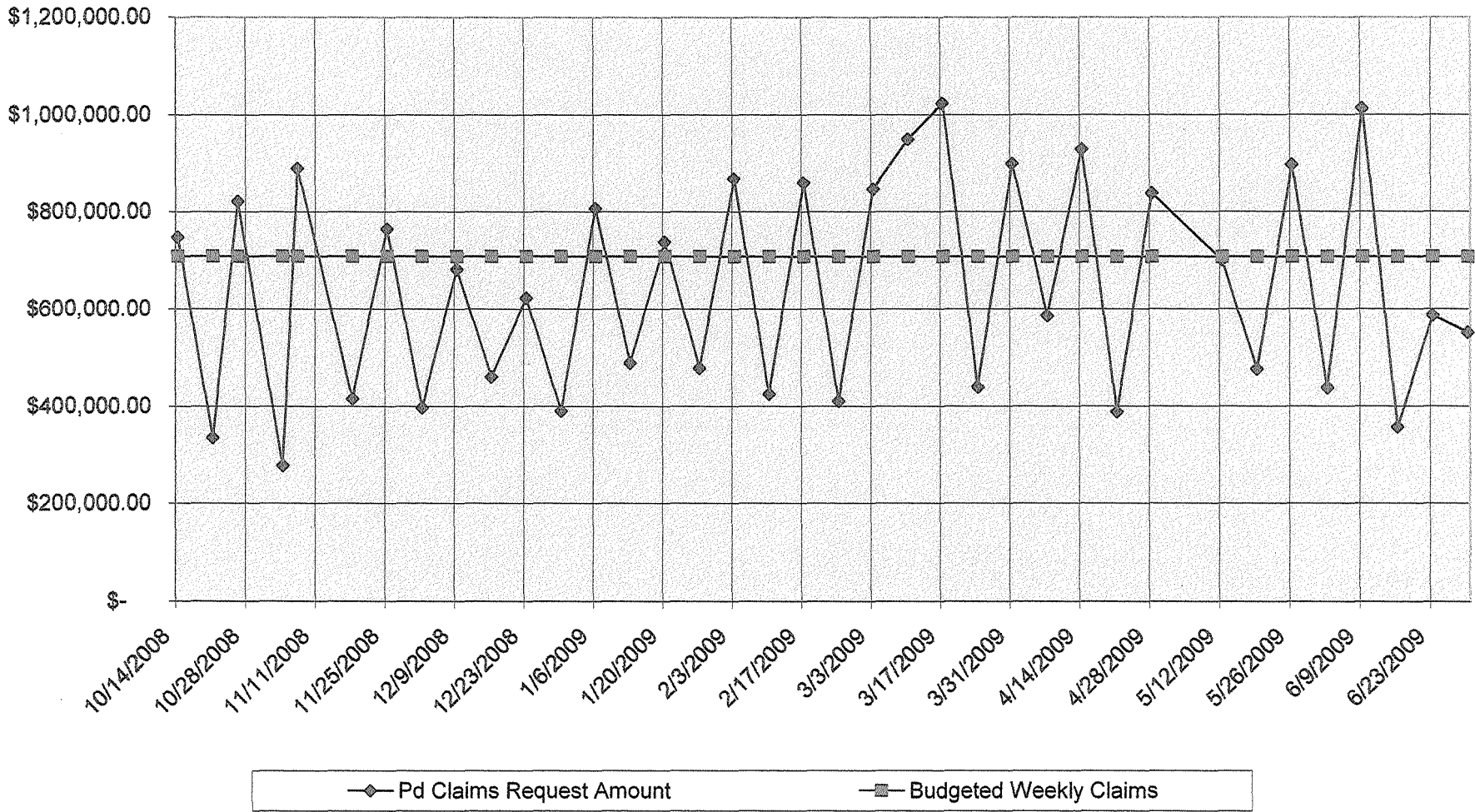
 6/19/09
Cindy Purinton, Benefit Contract Administrator Date

 6/19/09
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

2



TRAVIS COUNTY EMPLOYEE BENEFIT PLAN

Last Updated June 29, 2009 10:44am

FY09 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
9/26/08-10/02/2008	10/14/2008	\$ 747,324.53	\$ 708,314.75	0	\$ -
10/3/08-10/09/08	10/21/2008	\$ 335,512.06	\$ 708,314.75	2	\$ 90,581.80
10/10/08-10/16/08	10/26/2008	\$ 821,392.23	\$ 708,314.75	1	\$ 27,830.00
10/17/08-10/23/08	11/4/2008	\$ 278,558.66	\$ 708,314.75	1	\$ 25,794.46
10/24/08-10/30/08	11/7/2008	\$ 889,154.23	\$ 708,314.75	3	\$ 241,152.98
10/31/08-11/06/08	11/18/2008	\$ 416,144.12	\$ 708,314.75	1	\$ 43,401.87
11/07/08-11/13/08	11/25/2008	\$ 764,495.13	\$ 708,314.75	1	\$ 25,086.80
11/14/08-11/20/08	12/2/2008	\$ 398,204.17	\$ 708,314.75	1	\$ 29,800.00
11/21/08-11/27/08	12/9/2008	\$ 681,975.72	\$ 708,314.75	0	\$ -
11/28/08-12/04/08	12/16/2008	\$ 461,401.09	\$ 708,314.75	1	\$ 52,900.00
12/05/08-12/11/08	12/23/2008	\$ 623,235.92	\$ 708,314.75	1	\$ 75,029.80
12/12/08-12/18/08	12/30/2008	\$ 391,245.55	\$ 708,314.75	1	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
5/15/09-5/21/09	6/2/2009	\$ 439,358.39	\$ 708,314.75	2	\$ 124,232.04
5/22/09-5/28/09	6/9/2009	\$ 1,013,698.31	\$ 708,314.75	6	\$ 269,038.76
5/29/09-6/4/09	6/16/2009	\$ 358,482.12	\$ 708,314.75	3	\$ 108,717.80
6/5/09-6/11/09	6/23/2009	\$ 588,414.70	\$ 708,314.75	1	\$ 73,953.50
6/12/09-6/18/09	6/30/2009	\$ 552,669.33	\$ 708,314.75	2	\$ 120,205.56

Paid and Budgeted Claims - to date	\$ 23,821,127.36	\$ 26,207,645.75
Amount Under Budget		\$ (2,386,518.39)

Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_06_18

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	-76	NN	SSN0000C	AL		0 6/9/2009	600	6/15/2009	6/18/2009
701254	632	-92.75	UW	40158001	AA		1 1/16/2009	50	6/15/2009	6/18/2009
701254	632	-99	NN	SSN0000C	AL		0 6/9/2009	600	6/15/2009	6/18/2009
701254	632	-101.04	Q6	84164483	AH		5 10/6/2008	60	6/15/2009	6/18/2009
701254	632	-109.42	RB	11203542	AH		8 6/11/2009	50	6/17/2009	6/18/2009
701254	632	-135.84	NN	SSN0000C	AL		0 6/12/2009	600	6/18/2009	6/18/2009
701254	632	-205	NN	SSN0000C	AL		0 6/11/2009	600	6/17/2009	6/18/2009
701254	632	-244.76	O8	82421341	AH		6 6/18/2007	50	6/16/2009	6/18/2009
701254	632	-257.76	Q3	7473801	AI		15 6/9/2009	50	6/15/2009	6/18/2009
701254	632	-292.76	Q3	52350481	AI		15 6/9/2009	50	6/15/2009	6/18/2009
701254	632	-349.8	Q7	91713346	AA		1 6/11/2009	50	6/17/2009	6/18/2009
701254	632	-399.9	NN	SSN0000C	AL		0 6/15/2009	600	6/19/2009	6/18/2009
701254	632	-410.65	US	35221954	AF		2 7/30/2007	50	6/15/2009	6/18/2009
701254	632	-428.22	NN	SSN0000C	AL		0 6/9/2009	600	6/15/2009	6/18/2009
701254	632	-437.82	UX	815323	AI		3 6/13/2009	50	6/19/2009	6/18/2009
701254	632	-769	UR	16668002	AA		1 2/26/2007	50	6/15/2009	6/18/2009
701254	632	-1485.09	NN	SSN0000C	AL		0 6/15/2009	600	6/19/2009	6/18/2009
701254	632	-2287	NN	SSN0000C	AL		0 6/11/2009	600	6/17/2009	6/18/2009
701254	632	-4365.95	NN	SSN0000C	AL		0 6/10/2009	600	6/16/2009	6/18/2009

552,669.33

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 06/18/2009

<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>
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Total: \$0.00

6

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 6/18/2009

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	63,151.95
	RR	
	526-1145-522.45-29	4,105.96
Total CEPO		\$67,257.91
EPO		
	EE	
	526-1145-522.45-20	97,225.17
	RR	
	526-1145-522.45-21	7,326.28
Total EPO		\$104,551.45
PPO		
	EE	
	526-1145-522.45-25	356,307.84
	RR	
	526-1145-522.45-26	24,552.13
Total PPO		\$380,859.97
Grand Total		\$552,669.33

7

Travis County Commissioners Court Agenda Request

Voting Session 06/30/09
(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)

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
HHS	81	Caseworker*	15 / Level 2 / \$35,796.80	15 / Level 2 / \$35,796.80
HHS	280	Administrative Assoc	14 / Minimum / \$31,556.51	14 / Minimum / \$31,556.51
Juvenile Court	229	Juvenile Probation Ofcr III	16 / Level 6 / \$42,619.20	16 / Level 6 / \$42,619.20
Juvenile Court	443	Juvenile Res Trt Ofcr Sr	15 / Level 1 / \$34,777.60	15 / Level 1 / \$34,777.60
Medical Examiner	20	Deputy Medical Examiner I	98 / \$165,000.00	98 / \$165,000.00
Tax Collector	143	Tax Specialist I	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Comm Pct 3	20001	Administrative Asst II	13 / \$15.00	13 / \$15.00	02
Constable 2	20002	Court Clerk I	13 / \$14.18	13 / \$14.18	02
Constable 2	20003	Court Clerk I	13 / \$14.18	13 / \$14.18	02
Constable 2	50005	Court Clerk I	13 / \$14.18	13 / \$14.18	05
Criminal Courts	50012	Court Bailiff	10 / \$11.58	10 / \$11.58	05
District Clerk	50070	Records Analyst	17 / \$18.58	17 / \$18.58	05
Fac Mgmt	20029	Groundskeeper	7 / \$10.00	7 / \$10.00	02
HHS	20034	Office Asst	8 / \$10.10	8 / \$10.10	02
HHS	20035	Office Asst	8 / \$10.10	8 / \$10.10	02
HHS	20038	Office Asst	8 / \$10.10	8 / \$10.10	02
HHS	20039	Office Asst	8 / \$10.10	8 / \$10.10	02
HHS	20041	Office Asst	8 / \$11.00	8 / \$11.00	02
HHS	20042	Office Asst	8 / \$11.50	8 / \$11.50	02
HHS	20043	Office Asst	8 / \$10.10	8 / \$10.10	02
HHS	20044	Social Svcs Asst	11 / \$12.60	11 / \$12.60	02
** Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Juvenile Court	Slot 141 / Legal Secretary Sr / Grd 16 / \$43,321.47	Juvenile Court	Slot 130 / Human Resources Assistant Sr / Grd 16 / \$43,321.47	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Medical Examiner	Slot 17 / Office Specialist Sr / Grd 12 / \$38,792.48	Medical Examiner	Slot 17 / Administrative Assoc / Grd 14 / \$38,792.48	Promotion. Pay is between midpoint and max of pay grade, retains current pay.
Medical Examiner	Slot 31 / Forensic Autopsy Supv / Grd 16 / \$54,181.50	Medical Examiner	Slot 31 / Forensic Autopsy Tech Chief / Grd 19 / \$54,181.50	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
Medical Examiner	Slot 31 / Forensic Autopsy Tech Chief / Grd 19 / \$54,181.50	Medical Examiner	Slot 31 / Forensic Autopsy Tech Chief / Grd 19 / \$60,181.50	Salary adjustment. Pay is between midpoint and max of pay grade.
* Actual vs Authorized				

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Fac Mgmt	62	Groundskeeper / 7299	NE	7	Groundskeeper Supv / 10300	NE	10
Department requests in order to meet departmental objectives and needs of an additional supervisor to maintain service level and workload. PBO has confirmed funding available.							

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

16 ✓

Voting Session: June 30, 2009

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PROPOSAL FOR THE VETERANS AND PEACE OFFICERS MEMORIALS AT WOODMANSEE PLAZA.

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Greg Hamilton, Sheriff (49788)
 Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (44579)
 Olie Pope, Travis County Veterans Service Officer (49340)
 Christian Smith, Special Assistant to the Commissioners Court (49065)

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

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

17 ✓

Voting Session: Tuesday, June 30, 2009

I. A. Request made by: Alicia Perez, Exec. Mgr. Phone #: 854-9343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: Approve recommendation to create a notary change fund at the Heman Marion Sweatt Travis County Courthouse Information Booth.

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:

David Jungerman of the Auditor's Office 854-9125

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

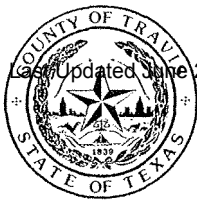
Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

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TRAVIS COUNTY
RECORDS MANAGEMENT & COMMUNICATION RESOURCES

314 West 11th Street , Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-4560

MEMORANDUM

DATE: June 16, 2009
TO: Members of the Commissioners Court
FROM: Steven Broberg, Director of RMCR *S. Broberg*
VIA: Alicia Perez, Executive Manager

SUBJECT: Create Information Booth Change Fund for Notaries

Proposed Motion:

Approve recommendation to create a notary change fund at the Heman Marion Sweatt Travis County Courthouse Information Booth.

Summary and Staff Recommendation:

Records Management recommends approval to create a change fund of \$50 to be used to make change for notary purchases. The Auditor's Office has approved the creation of the notary change fund. See memo attached.

Budget and Fiscal Impact:

Funds for the notary change fund will be taken from revenue collected by the Information Booth for notary service. Charges for notary service will cover this one time request of \$50 from revenue line item 001-1000-331-1042. For FY09, \$8,028 in notary revenue has been collected.

Creating a notary change fund may have a positive fiscal impact as Information Booth staff will be able to make provide notaries to customers who do not have exact change.

Issues and Opportunities:

The new notary change fund will allow the Information Booth to open every morning with \$50 with which to make change for customers. Currently, the Information Booth cannot make change in the morning because all revenue is deposited the day before.

Background:

The Information Booth provides notary service for \$3 per document. All notary revenue is deposited at the end of the day. In the mornings, therefore, there is no cash in the register with which to make change for customers lacking exact change.

Required Authorization:

Auditor's Office – *see Request for Adjustment to Change Fund or Petty Cash Fund attached*

Exhibits:

Request for Adjustment to Change Fund or Petty Cash Fund – Courthouse Information Booth
Revenue report from H.T.E. for 001-1000-331-1042.

cc: Planning and Budget Office
Auditor's Office

REQUEST FOR ADJUSTMENT TO
CHANGE FUND OR PETTY CASH FUND

Last Updated June 26, 2009 at 10:44am

Office/Department: Records Management & Communication Resources (Courthouse Info Booth)

Request for Adjustment to (1) Change Fund (2) Petty Cash Fund (Circle one only)

Current Balance: \$ 0.00 (a) This should include total funds held for the office/department.

Requested Increase: \$ 50.00 (b) Please provide justification for requested increase in the space provided. Also, please provide source of funds to be used to establish increase.

Requested Decrease: \$ () (c) Please provide justification for requested decrease. Also, please provide a copy of deposit warrant issued by County Treasurer's Office.

Revised Balance: \$ 50.00 (d) Amount to be presented to Commissioners' Court for approval.

Justification for Adjustment: (attach supporting documentation as necessary)

- Establish new fund (provide details)
- Increase current fund (provide documentation of increased requirements)
- Decrease current fund
- Seasonal increase in collections (provide documentation of increased requirements)
- Seasonal reduction in collections
- Eliminate fund -- no longer needed
- Other

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AUDITORS OFFICE

The Information Booth charges \$3 for notaries but doesn't have a change fund. Since it deposits all funds daily, the Booth has no way to make change in the mornings. The Information Booth revenue fund is 001-1000-331-1042.

[Signature]
Signature: Elected/Appointed Official or Designee
05/27/09
Date:

Request Approved <u>X</u>	Request Denied _____
<u>[Signature]</u> Signature: County Auditor or Designee	<u>6/16/09</u> Date:
Comments:	

FUND 001 GENERAL FUND		ORIGINAL	BUDGET	REVISED	***** YEAR-TO-DATE *****				UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	BUDGET	ADJUSTMENTS	BUDGET	ESTIMATED	ACTUAL	%EST	%REV	BALANCE
001 GENERAL FUND									
10 GENERAL ADMINISTRATION									
00 NON DIVISIONAL									
310 TAXES									
311 GENERAL GOVERNMENT									
40 MIXED BEVERAGE TAX									
	00	6,232,000.00	0	6,232,000.00	4,673,997	2,892,835.91	62	46	3,339,164.09
TOTAL	MIXED BEVERAGE TAX	6,232,000	0	6,232,000	4,673,997	2,892,835.91	62	46	3,339,164.09
50 BINGO GROSS RECEIPTS TAX									
	00	275,000.00	0	275,000.00	206,244	123,033.08	60	45	151,966.92
TOTAL	BINGO GROSS RECEIPTS TAX	275,000	0	275,000	206,244	123,033.08	60	45	151,966.92
TOTAL	GENERAL GOVERNMENT	6,507,000	0	6,507,000	4,880,241	3,015,868.99	62	46	3,491,131.01
TOTAL	TAXES	6,507,000	0	6,507,000	4,880,241	3,015,868.99	62	46	3,491,131.01
320 INTERGOVERNMENTAL REVENUE									
321 GENERAL GOVERNMENT									
10 FEDERAL INTERGOV REVENUE									
	30 GRANT ADMIN COSTS	.00	0	.00	0	.00			.00
	99 OTHER FEDERAL INTERG	14,000.00	0	14,000.00	10,494	.00			14,000.00
TOTAL	FEDERAL INTERGOV REVENUE	14,000	0	14,000	10,494	.00			14,000.00
TOTAL	GENERAL GOVERNMENT	14,000	0	14,000	10,494	.00			14,000.00
TOTAL	INTERGOVERNMENTAL REVENUE	14,000	0	14,000	10,494	.00			14,000.00
330 CHARGES FOR SERVICES									
331 GENERAL GOVERNMENT									
10 FEES OF OFFICE									
	42 NOTARY FEES	12,000.00	0	12,000.00	9,000	8,028.00	89	67	3,972.00
TOTAL	FEES OF OFFICE	12,000	0	12,000	9,000	8,028.00	89	67	3,972.00
TOTAL	GENERAL GOVERNMENT	12,000	0	12,000	9,000	8,028.00	89	67	3,972.00
TOTAL	CHARGES FOR SERVICES	12,000	0	12,000	9,000	8,028.00	89	67	3,972.00



Travis County Commissioners Court Agenda Request

18

Voting Session: June 30, 2009
(Date)

Work Session _____
(Date)

I. Request

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

B. Requested text:

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

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

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

II. Additional Information

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

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

III. Required Authorizations: Please check if applicable:

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

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

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

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

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

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

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Printed: 6/26/2009 10:44am

Human Resources Management Department



1010 Lavaca, 2nd Floor

● P.O. Box 1748

● Austin, Texas 78767


● (512) 854-9165 / FAX (512) 854-4203

BACKUP MEMORANDUM

DATE: June 18, 2009

TO: Members of the Commissioners Court

VIA: Alicia Perez, Executive Manager of Administrative Operations

FROM: Linda Moore Smith, Director, Human Resources Management Dept. 

SUBJECT: Tuition Refund Program Reimbursements

Proposed Motion:

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

Summary and Staff Recommendation:

A total of 67 (sixty-seven) requests for Spring 2009 semester are listed on the attached spreadsheet. HRMD recommends approval.

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

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

Budgetary and Fiscal Impact:

A total of \$42,440.00 was budgeted in line item 001-1130-522.6402 for Fiscal Year 2009 Tuition Reimbursement. The total refund amount requested for your approval is \$18,492.00.

	Semester Code	Last Name	First Name	Dept	Job Title	Vendor #	1st Course	2nd Course	Amt to Refund
1	SP09-01	Alexander	Ebony	Dist Clk	Records Analyst	71854	Economics		300.00
2	SP09-02	Anderson	Norma	Crim Cts	Judicial Aide	66914	Intro to Paralegal Studies		161.60
3	SP09-03	Beck	Susan	Tax	Tax Analyst	73331	Strategic Mgt & Bus Policy		300.00
4	SP09-04	Billy	Amber	Dist Clk	Court Clerk II	71855	Intro to Cultural Anthropology		300.00
5	SP09-05	Bolden	Yvonne	Tax	Title Specialist	67238	Mid-Level Mgmt		300.00
6	SP09-06	Bradshaw	Marisa	Juv Prob	Office Spcialist	67102	U.S. Government		129.60
7	SP09-07	Brown	Tamera	Sher	Corrections Ofcr	NEW	Crime in America		129.60
8	SP09-08	Browning	Gary	TNR	HEO	30480	Impact Analysis	Seminar in the Community	300.00
9	SP09-09	Canales	Veronica	Sher	Corrections Ofcr	73333	Physical Anthropoligy	Speech Communication	300.00
10	SP09-10	Churchill	Christina	Sher	Sr. Cert Peace Ofcr	51342	Social Psychology		300.00
11	SP09-11	Cisneroz	Ralph	Sher	Sr. Deputy Sheriff	53229	Strategic Planning-Govt		300.00
12	SP09-12	Curry	Leslie	Sher	Sr. Corrections Ofc	71858	Tx State & Local Govt	Basic Math Skills	259.20
13	SP09-13	Dial	Robert	TNR	Engineering Specialist	72472	Engineering Geology		300.00
14	SP09-14	Duarte	Vanessa	Cnty Clk	Court Clerk I	NEW	Crime Theory and Victimization		300.00
15	SP09-15	Garnett	Zetta	HRMD	Benefits Asst	63576	Labor Relations	Principles of Human	300.00
16	SP09-16	Gilkes	Yonnette	JP4	Court Clerk II	53231	Human Resources Mgmt	Communication	259.20
17	SP09-17	Gomez	Amanda	CA	Office Specialist	73335	American Literature I	TX State & Local Govt	259.20
18	SP09-18	Gregg	Steven	CSCD	Substance Abuse Monitor	67563	Introduction to Criminal Justice	Courts Systems and Practices	259.20
19	SP09-19	Hemphill	Joelene	Auditor	Assoc Auditor	69389	Advanced Accounting	Cost Accounting	259.20
20	SP09-20	Hill	Tammie	TNR	Park Supervisor	60303	Intro to Literature	Art History II	259.20
21	SP09-21	Hill	Tracy Colleen	Sher	Corrections Ofcr	69390	Forensic Evidence	Forensic Psychology	300.00
22	SP09-22	Hurt	Timothy	Sher	Corrections Ofcr	NEW	Correctional Sys & Practices	Police Systems & Practices	300.00
23	SP09-23	Jennings	Andrea	TCCES	Office Specialist	72475	English Composition III		300.00
24	SP09-24	Johnson	Kevin	CSCD	Probation Ofcr	67134	Public Financy Administration	Public Mgmt & Ethics	300.00
25	SP09-25	Kehl	Huey	Sher	Corrections Ofcr	73336	Criminology	TX State & Local Govt	259.20
26	SP09-26	Krantz	Jennifer Green	Tax	Tax Compliance Ofcr	72476	Global Finance I		300.00
27	SP09-27	Kry	Makara	Sher	Deputy Sheriff	71865	Ethics in Criminal Justice		300.00
28	SP09-28	Laryea	Iris	Dist Clk	Court Clerk II	55939	Strategic Implementation & Alignment		300.00
29	SP09-29	LeBlanc	Tracy	Auditor	Assoc Auditor	66266	Cost Accounting		129.60
30	SP09-30	Lee	Dirk	Sher	Corrections Ofcr	NEW	TX Peace Officer Skills		300.00
31	SP09-31	Lewis	Ava	Crim Cts	Counselor	66371	Cognitive Psychology		300.00
32	SP09-32	Littleton	Danielle	Dist Clk	Court Clerk I	73337	Legal Theory/Analysis	Legal Research	300.00
33	SP09-33	McGonagle	Marta	TCCES	Counselor	71763	Cultural Diversity		300.00

	Semester Code	Last Name	First Name	Dept	Job Title	Vendor #	1st Course	2nd Course	Amt to Refund
34	SP09-34	Manor	Frances D.	Crim Cts	Judicial Aide	66267	Business & Public Policy		300.00
35	SP09-35	Marquez	Rick	Const 2	Court Clerk	73338	Intro to Criminal Justice	Crime in America	259.20
36	SP09-36	Martinez	Adolfo	Sher	Cert Peace Ofcr	67242	Intermediate Crime Scene Investigation	Fundamentals of Speech	300.00
37	SP09-37	Martinez	Eloy	Juv Prob	JDO	NEW	Juvenile Justice System	Ethics in Criminal Justice	300.00
38	SP09-38	Medina	Patricia	Pretrial	Pretrial Officer	72479	Concepts of Nursing Practice		129.60
39	SP09-39	Middleton	Tiffany	Juv Prob	JPO Assistant	72480	Intervention in Child Abuse	Diagnostic Assessment	300.00
40	SP09-40	Munoz	Noelle	CA	Office Specialist	73339	U.S. Government		300.00
41	SP09-41	Newton	Brandon	Sher	Corrections Ofcr Sr.	69394	Texas Peace Officer Skills	Legal Aspects of Law Enforce	259.20
42	SP09-42	Parilla	Michelle	JP2	Accountant Assoc	62065	Advanced Financial Acct	Management Strategy	300.00
43	SP09-43	Paz	Pamela	Sher	Corrections Ofcr	NEW	College Algebra	Intro to Philosophy	259.20
44	SP09-44	Penny	Amy	Sher	Corrections Ofcr	NEW	Legal Aspects of Law Enforc	Police Systems & Practices	259.20
45	SP09-45	Rendon	Layla	Sher	Sr Corr Ofcr	73342	Research and Evaluation I		300.00
46	SP09-46	Rio	Jessica	PBO	Asst Budget Mgr	53241	Studies in Financial Acct		300.00
47	SP09-47	Riojas	Mary	CSCD	Probation Ofcr II	68387	Accounting Ethics	Govt & Non-Profit Accounting	300.00
48	SP09-48	Ross	Andrea	Auditor	Bus Analyst	69580	Principles of Financial Acct		172.00
49	SP09-49	Sandoval	Juan	Sher	Deputy Sheriff	67685	Assessing TCSO Management Practices Using Transformational Leadership Principles		300.00
50	SP09-50	Segal	Teri	Sher	Office Specialist	NEW	American Literature		300.00
51	SP09-51	Shepard	Jennifer	Juv Prob	Res Treat Ofcr	70907	Sociology of Youth Culture		300.00
52	SP09-52	Shockey	Stephen	Sher	Corrections Ofcr	NEW	Crime in America	Probation and Parole	259.20
53	SP09-53	Smith	Chalor	Sher	Corrections Ofcr	NEW	Legal Aspects of Law Enforc	Fundamentals of Criminal Law	300.00
54	SP09-54	Son	Jessica	Co Atty	Soc Svcs Prog	70909	Probs in Research Methodology	Seminar in the Community	300.00
55	SP09-55	Taylor	Loi	Const 5	Admin Assoc	NEW	Political Research/Methodology	Intro to Public Policy & Admin	300.00
56	SP09-56	Teague	Dawn	Sher	Sr. Sec Coord	70911	Research in Criminal Justice	Philosophy	300.00
57	SP09-57	Valdez	Cynthia	Tax	Compliance Ofcr	72486	Strategic Management		300.00
58	SP09-58	Vargas	Pete	Sher	Investigator	70914	TX Peace Officer Skills		129.60
59	SP09-59	Verastegui	Blanca	Crim Cts	Judicial Aide	22973	U.S. History		300.00
60	SP09-60	Villarreal	Sonya	Sher	Victim Counselor	70915	Criminal Procedures	Contemporary Issues in CJ	300.00
61	SP09-61	Viruette	Andy	Sher	Deputy Sheriff	NEW	Basic Mathematics	Contemporary Business Communications	300.00
62	SP09-62	Wilson	James P.	Juv Prob	Shift Supv	68375	Probs in Research Methodology	Seminar in Policy Process	300.00
63	SP09-63	Zimmerman	Julie	Ag Ext	Animal Science Coord	71871	Program Building in Ag Educ		300.00

	Semester Code	Last Name	First Name	Dept	Job Title	Vendor #	1st Course	2nd Course	Amt to Refund
		<i>Carry-overs</i>							
64	FA08-63	Duarte	Vanessa	Cnty Clk	Court Clerk I	NEW	Forensic Psychology	General Studies Capstone	300.00
65	FA08-64	Hill	Tracy C	Sher	Corrections Ofcr	69390	ASL 4		300.00
66	FA08-65	Laryea	Iris	Dist Clk	Court Clerk II	55939	Sustainable Customer Relationship		300.00
67	FA08-66	Vasquez	Steven	Sher	Corrections Ofcr	NEW	Cultural Anthropology	Intro to Archaeology	300.00
								Amount to Pay	\$18,492.00

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: June 30, 2009

I. A. Request made by: DANNY HOBBY/EXECUTIVE MANAGER, EMERGENCY SERVICES
Phone #: 854-4416

(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE ON THE INTERNSHIP AGREEMENT BETWEEN TEXAS STATE UNIVERSITY AND TRAVIS COUNTY.

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

- _____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



**TRAVIS COUNTY
OFFICE OF THE MEDICAL EXAMINER**

**1213 Sabine Street
PO Box 1748
Austin, TX 78767
Tel: (512) 854-9599
Fax: (512) 854-9044**

DAVID DOLINAK, MD
Diplomate of American Board of Pathology
CHIEF MEDICAL EXAMINER

BETH DEVERY, RN, JD
CHIEF ADMINISTRATIVE OFFICER

MEMORANDUM

DATE: June 17, 2009

TO: Travis County Commissioners Court

THROUGH: Danny Hobby, Executive Manager, Emergency Services *[Signature]*

FROM: David Dolinak, MD, Chief Medical Examiner *[Signature]*

RE: Internship Agreement with the Texas State University

Proposed Motion

Consider and take appropriate action regarding the Travis County Medical Examiner's Office on the Internship Agreement between the Texas State University and Travis County.

Summary/Background

In the past, the Travis County Medical Examiner's Office (TCMEO) allowed volunteers to work in the office. This experience allowed those wanting experience in forensic science to learn more about the field, and provided the office with a volunteer staff that was trained in performing certain aspects of the operations. The volunteer program was discontinued in 2006 due to liability concerns. However, the TCMEO is approached on a regular basis by academic institutions to allow interns the opportunity to participate in a forensic science internship. An internship program is preferable to a volunteer program in that interns have liability coverage through their academic institution, learning takes place through a structured academic program, objectives of the internship program are clearly defined, and collaboration exists between the academic institution and TCMEO.

In 2008, the Court approved a form agreement to be used between Travis County and academic institutions that would like to place interns in our office. The intern would be under the direct supervision of our Chief Investigator, Robin Dwyer or her designee. The contract is based on the language approved by the Court. We expect other forensic science interns to be placed in our office on a semester basis. The attached agreement has already been signed a Texas State University representative.

INTERNSHIP AGREEMENT

This Internship Agreement is made by **Travis County, Texas**, through its Medical Examiner's Office ("County"), and **Texas State University** ("Sponsoring School").

Recitals

Sponsoring School conducts educational programs related to the activities and services of the Travis County Medical Examiner's Office. Sponsoring School seeks relevant educational experience through practical application of academic training in an intellectual environment outside Sponsoring School, for its Students, who will receive academic credit from the Sponsoring School.

County wants to provide the experience described in the addendum to this agreement that is prepared for each Student, in compliance with section 2.

Agreement

The parties agree as follows:

1. **Administrative, Educational, and Supervisory Responsibility.** County designates the Chief Medical Examiner and his staff, including the Chief Administrative Officer as the On-Site Faculty or Supervisor who will assume administrative, educational, and supervisory responsibility for the Students during their internship at the County. The Chief Medical Examiner and his staff that are supervising the Students remain legally responsible for the care of the County's decedents. Students are subject to the exclusive supervision of County's On-Site Faculty with regard to any services provided under this agreement, including the investigation of deaths and execution of autopsies. Students will provide services only in accordance with County's policies and procedures. At the end of the Internship, the Supervisor shall provide the Instructor with a written evaluation of the services provided and of how well the Students met objectives.
2. **Period of Assignment, Educational Goals and Objectives and Evaluation Processes.** Before a Student may begin an internship:
 - a. The Student must provide a resume of relevant experience and education, and the Sponsoring School must verify Student's registration with the school;
 - b. The Student must authorize County to perform a criminal background check and to decline approving any student based on receipt of unacceptable information from that criminal history;
 - c. The Student and the Sponsoring School must complete and execute the attached form that specifically indicates agreement about the following:
 - i. the duration of the internship,
 - ii. the educational goals and objectives to be attained by each Student during the internship at County, and

- iii. the processes for evaluating the Student's attaining these goals and objectives;
 - d. The Student must complete an interview with the Chief Medical Examiner or his designated staff representative; and
 - e. The Chief Medical Examiner must agree to the goals and objectives and approve the Student for participation in the Internship program.
3. **Intern's Student and Employment Status.** Students shall remain registered students and, if applicable, employees of Sponsoring School during their internship at County, and as such, Sponsoring School or Student, as applicable, shall continue to provide the Student's salary, insurance and benefits, including workers' compensation coverage. Students receive no compensation from County during the internship.
4. **Governing Policies and Procedures.** Students shall continue to adhere to the policies and procedures of Sponsoring School while interning with County, except as follows:
- a. In relation to services provided, to the extent Sponsoring School's policies and procedures conflict with County's policies, procedures, and rules, the County's policies, procedures, and rules govern;
 - b. Students are subject to the terms of County's alcohol and drug policy; and
 - c. County may, at any time, require a Student to withdraw if the student's work or conduct, in County's sole opinion, is unsatisfactory or may have a detrimental effect on County's decedents or other personnel.
5. **Student Documentation.** Sponsoring School shall notify County in writing within two business days if any Student withdraws from Sponsoring School or from the course through which the internship is being offered, or if any Student becomes inactive as a Student at any time during the Internship. The Internship automatically ends at that time, if so.
6. **Term and Termination.** This Agreement has an initial term of one year and automatically renews for additional periods of one year at the end of each term unless previously terminated by either party. Any party may terminate this Agreement at any time, with or without cause, upon thirty days prior written notice to the other party. Any Student at the time of the termination of this Agreement shall be allowed to complete the Student's internship at the County, subject still to those conditions noted in Section 4(c).
7. **Independent Relationship.** This Agreement is not intended to create, nor may it be deemed or construed to create, any relationship among or between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Agents or employees of any party shall not be deemed the employee or agent of another party.
8. **Indemnification.** To the extent authorized under the constitution and laws of the State of Texas, Sponsoring School shall hold County harmless from liability resulting from Sponsoring School's acts or omissions within the terms of this Agreement. Sponsoring School, however, shall not hold County harmless from any claims, demands, or causes of

action arising in favor or any person or entity resulting from negligence (whether sole, joint, concurring, or otherwise) of County, its officers, agents, representatives or employees, or any person or entity not subject to Sponsoring School's supervision or control.

- 9. **Confidentiality.** Sponsoring School and Student shall maintain strict confidentiality of all information learned during the course of the Internship, including information on cases, processes, or functions performed at the County. This includes maintaining confidentiality for ten years after the end of the Internship period. If Sponsoring School or the Student or former Student wants to share any information learned in relation to reaching the Student's goals and objectives, the information must be reviewed by the Chief Medical Examiner or his designated staff and approval for its release given before the information is shared. Release of confidential information without prior approval results in immediate termination of both the Internship for all current Students and termination of this Agreement.
- 10. **Assignment.** No party may assign this Agreement or any part of it without the other party's prior written consent.
- 11. **Amendment.** This Agreement may only be amended in a writing signed by both parties.
- 12. **Use of Name.** No party may use the name, service mark, or logo of the other party without that party's prior written consent, except as required by law.
- 13. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas, and any suit relating to this Agreement shall be in a court of appropriate jurisdiction in or for Travis County, Texas.

The parties signing for the respective institutions named below affirm that they are legally authorized to sign on behalf of their respective institutions.

Name of Sponsoring School:

Texas State University

By: Ann Marie Ellis, PhD

Date: June 10, 2009

Printed Name: ANN MARIE ELLIS

Title: Dean, College of Liberal Arts

Travis County

By: _____
Samuel T. Biscoe, County Judge

Date: _____

By: David Dolinak (signature)
David Dolinak, MD

Date: 6/16/09

Chief Medical Examiner
Travis County Medical Examiner's Office

**EDUCATIONAL ADDENDUM BETWEEN
Sponsoring School, Student,
And
Travis County Medical Examiners Office**

DATE: _____

This addendum establishes the basis for internship for the Students in the attached list.

Subject Name of Internship: _____

Period of Internship: _____ **Hours per week to be worked:** _____

Work schedule (days and times): _____

Sponsoring School's Program Director : _____

Name of Student Intern's Instructor: _____

Phone Number # _____

Name of Student Intern: _____

Address _____

Work phone # _____ **Home phone #** _____

On-site Responsible Education Program Coordinator: David Dolinak, MD

On-site Faculty Responsible for Student Supervision and Evaluation: David Dolinak, MD

A. Educational Goals: (describe in detail desired knowledge for each area, add areas as needed.)

- 1) **Knowledge of Medical Examiner Office Practices**
- 2) **Practice based learning and improvement**
- 3) **Interpersonal & Communication Skills**
- 4) **Professionalism**
- 5) **Systems based practice**

B. Educational Objectives [state objective as an action verb ("to learn.., to experience..., etc.) then state the process by which the objective will be achieved and how you will know when it has been achieved.]

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)

The Student agrees to report for work at the scheduled times on the scheduled days and perform the work tasks assigned by County. The Student shall keep a Work Log of learning experiences, which includes the daily work activities and number of hours worked. The Student shall provide the Supervisor and Instructor with a typed report that sets forth the learning acquired through the Internship.

The undersigned Student, Supervisor, and Instructor agree to cooperate in achieving these learning objectives. The Supervisor agrees to evaluate the Student's progress at the end of the internship and to meet with the Instructor at the Supervisor's office as necessary. If changes in the Student's objectives are necessary the Instructor will be notified.

The undersigned Student, Supervisor, and Instructor agree to and shall maintain strictly confidential all information learned during the Internship, including information on cases, processes, or functions performed at the County during the Internship, and shall keep the information confidential for at least ten years after the end of the Internship period, unless approval for release of specific information is requested and given by the Chief Medical Examiner or his designated staff. The undersigned Student, Supervisor, and Instructor understand and agree that if any information is released without prior approval, the Internship for all current Students and the Agreement for all future Internship with the School is terminated immediately.

In consideration of the opportunity to participate in the Internship, the undersigned Student, Supervisor, and Instructor agree to and do hereby release, waive, discharge, and covenant not to sue Travis County, its officers, agents, employees and servants (the "Released Parties") from all claims, demands, losses, or liabilities of any kind or nature, and for any personal injuries, death or property damage which may occur in connection to their participation in the Internship. Without limiting this agreement, the undersigned Student, Supervisor, and Instructor agree that the Released Parties shall not be liable to them, their family, or guests, for personal injury, property damage, or any other Claims arising from or related to participation in the Internship. The undersigned Student, Supervisor, and Instructor expressly acknowledge that they are participating freely and voluntarily in this Internship and are aware of and assume the risk of this Internship. The undersigned Student, Supervisor, and Instructor agree, on their own behalf, that this release shall bind their representatives, assigns, heirs, and or next of kin.

This release extends to any personal injury, death, or property damage sustained by them and their invitees that was caused from either the negligence (whether sole, joint, or concurrent), gross negligence, negligence per se, strict liability or intentional tort of Travis County, the Travis County Medical Examiner, or their officers, agents, employees, or servants, whether so identified or not. This release also includes any injuries related to or caused by the operation of any motor-driven vehicle.

The undersigned Student, Supervisor, and Instructor agree that this release, waiver, and covenant not to sue is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned Student, Supervisor, and Instructor acknowledge this document waives or gives up certain legal rights they may have had if they had not agreed to this release and participated in this Internship. The undersigned Student, Supervisor, and Instructor assume all of the ordinary risks normally incidental to the nature of the Internship, including risks that are not specifically foreseeable.

The undersigned Student, Supervisor, and Instructor also agree to release Travis County, the Travis County Medical Examiner, and its officers, agents, employees or servants from any claim whatsoever on account of first aid or medical treatment rendered for injuries sustained when they are treated for any purpose and grants to Travis County the right to administer first aid if necessary.

The undersigned Student, Supervisor, and Instructor further state that they understand the contents of this document and sign this release of their own free act.

Student Intern

Date _____

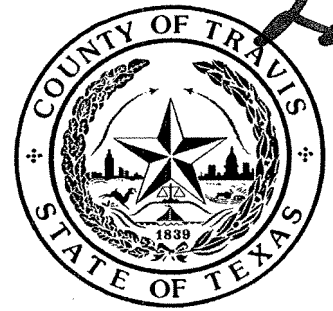
Program Director or Instructor
Sponsoring School

Date: _____


David Dolinak, MD
Chief Medical Examiner
Travis County Medical Examiner's Office

Date: _____

TRAVIS COUNTY COMMISSIONERS COURT
Last Updated June 26, 2009 at 10:44am
AGENDA REQUEST



VOTING SESSION: 06/30/09

I. Request made by: Roger Jefferies, Executive Manager,
Justice and Public Safety 

Requested topic:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE
PAYMENT OF TRAVEL COSTS FROM THE SAFE HAVENS GRANT FOR A
SAFEPLACE EMPLOYEE TO ATTEND SAFE HAVENS TRAINING.

Approved by: _____
(Signature of Commissioner or Judge)

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that must be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
Caryl Colburn, CES Director, 44618
Katie Petersen, PBO Budget Analyst, 49346
DeDe Bell, Auditor's Office, 47827
Julie Cullen, Criminal Justice Planning, 44751

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

- Change in your department's personnel (reorganization, restructuring, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

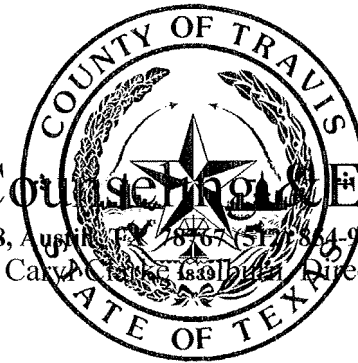
County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUN 23 PM 3:50

AGENDA REQUEST DEADLINE:


All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 p.m. on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting



Travis County Counseling & Education Services

P.O. Box 1748, Austin, TX 78767-5177; 854-9540; Fax 854-9146
Caryl Colburn, Director

MEMORANDUM

TO: TRAVIS COUNTY COMMISSIONERS COURT
THROUGH: ROGER JEFFERIES, EXECUTIVE MANAGER, JUSTICE AND PUBLIC SAFETY 
FROM: CARYL COLBURN, CES DIRECTOR
SUBJECT: REQUEST TO COVER SAFE PLACE EMPLOYEE TRAVEL COST
DATE: JUNE 20, 2009

On November 4, 2008 Travis County Commissioners Court approved an award for \$200,000 from the Department of Justice, Office on Violence Against Women (OVW) for a Safe Havens: Supervised Visitation and Exchange Grant Program. This is a much needed award for Travis County, as there is not currently a primary site for visitation and exchange of children of divorcing parents who are victims of domestic violence. Developing this resource is the focus of the grant. The Domestic Relations Office (DRO) currently has oversight authority, given by the Juvenile Board, for visitation center services. They are contracting with a network of private providers offering visitation services until a new plan is developed.

Under the OVW Safe Havens grant, Travis County will partner with several community agencies to develop a plan to provide the enhanced supervised visitation and exchange services. The grantor requires each grantee to have a non-profit, non-governmental Victim Services Collaboration Partner, which for Travis County, is SafePlace. As a member of the Collaboration Team the SafePlace representative will be required to attend several trainings throughout the life of the grant which ends on 09/30/10. There are three mandatory trainings within the first year of the grant plus an optional one. There will be approximately the same number during the second year of the grant. The Safe Havens grant funding will cover all training and travel expenses and will come out of the grant line item 651-4010-557-6503 PROF DEV/TRAVEL.

We are respectfully seeking approval from the Commissioners Court for the grant to pay for the SafePlace representative to attend this year's final mandatory All Site Meeting in Seattle, Washington from July 7th through the 9th, and the optional training by the National Council of Juvenile and Family Court Judges in San Diego, CA from September 3rd through the 4th. If you need further information please contact me at 44618. Thank you.



Updated June 26, 2009 at 10:44am

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

23

Approved by: _____

Cyd V. Grimes *WR*

6/19/09

Voting Session: Tuesday, June 30, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR CONSTRUCTION SERVICES FOR THE FY 2009 HMAC OVERLAY PROGRAM, IFB NO. B090209-LP, TO THE LOW BIDDER, WHEELER COATINGS ASPHALT, LP. (TNR)

Points of Contact:

Purchasing: J. Lee Perry

Department: TNR, Joe Gieselman, Executive Manager; Don Ward, Division Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

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

➤ On Thursday, May 14, 2009, Travis County received four (4) bids in response to IFB No. B090209-LP, FY 2009 HMAC Overlay Program.

TNR has reviewed the bids and recommends awarding, with Purchasing's concurrence, a construction contract to the low bidder, Wheeler Coatings Asphalt, LP. in the amount of \$2,402,396.40.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$2,402,396.40

Contract Type: Construction

Contract Period: Work completed by November 30, 2009

Contract Modification Information:

Modification Amount: N/A (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period: N/A

➤ **Solicitation-Related Information:**

Solicitations Sent: 55 Responses Received: 4
HUB Information: Vendor is not a HUB % HUB Subcontractor: 0%

➤ **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.: 467192

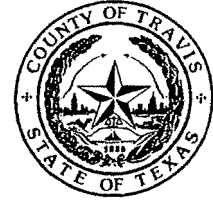
Funding Account(s):

<u>Precinct No.</u>	<u>Account Number</u>	<u>Com/Sub</u>	<u>Amount</u>
1	001-4941-621-8164	968-053	\$250,127.25
2	001-4941-621-8164	968/053	\$249,265.41
3	001-4941-621-8164	968/053	\$225,850.26
Hamilton Pool Rd.	001-4941-621-8164	968/053	\$566,347.61
4	001-4941-621-8164	968/053	\$846,678.12
LCRA/TC Parks	029-4945-631-8120	988/064	\$123,666.50
TC Parks	<u>506-4945-809-8120</u>	<u>988/064</u>	<u>\$140,461.25</u>
TOTAL			\$2,402,396.40

Comments: N/A

➤ **Statutory Verification of Funding:**

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



Lee
6.3.09
MB

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
June 1, 2009

RECEIVED
TRAVIS COUNTY
2009 JUN -2 PM 3:35
PURCHASING
OFFICE

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Carol B. Joseph
FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Place Item on Commissioners Court Agenda to Award a Construction Services Contract for the FY 2009 HMA Overlay Program

Proposed Motion: Award construction service contract for the above project in the amount of \$2,402,396.40 to the apparent low bidder Wheeler Coatings Asphalt, LP.

Summary and Staff Recommendation: On Thursday, May 14, 2008, Travis County received bids from four vendors in response to IFB B090249-LP. TNR has reviewed the bids and would like to award the construction contract to the apparent low bidder Wheeler Coatings Asphalt, LP. for \$2,402,396.40 for work in Precinct 1, 2, 3 (Hamilton Pool Road), 4, LCRA/Travis County Parks, and Travis County Parks. The \$2,402,396.40 will be encumbered under requisition number 467192.

Budgetary and Fiscal Impact: The account numbers for this work are as follows:

Precinct 1

Acct. Number 001-4941-621-8164	968/053	\$ <u>250,127.25</u>
Total Precinct 1		\$ <u>250,127.25</u>

Precinct 2

Acct. Number 001-4941-621-8164	968/053	\$ <u>249,265.41</u>
Total Precinct 2		\$ <u>249,265.41</u>

June 1, 2009

Award Construction Contract for the FY 2009 Hot Mix Overlay

Precinct 3

Acct. Number 001-4941-621-8164 968/053 \$ 225,850.26

Total Precinct 3 \$ 225,850.26

Hamilton Pool Road

Acct. Number 001-4941-621-8164 968/053 \$ 566,347.61

Total Hamilton Pool Road \$ 566,347.61

Precinct 4

Acct. Number 001-4941-621-8164 968/053 \$ 846,678.12

Total Precinct 4 \$ 846,678.12

LCRA/ Travis County Parks

Acct. Number 029-4945-631-8120 WPE008 988/064 \$ 123,666.50

Total LCRA/ Travis County Parks \$ 123,666.50

Travis County Parks

Acct. Number 506-4945-809-8120 WPE004 988/064 \$ 2,888.00

Acct. Number 506-4945-809-8120 WPE005 988/064 \$ 71,037.00

Acct. Number 506-4945-809-8120 WPE007 988/064 \$ 66,536.25

Total Travis County Parks \$ 140,461.25

Required Authorizations: Planning and Budget, County Attorney's Office, Auditor's Office.

Exhibits: Bid tabulation summary.

BC:JPG:bc

Copy: Jessica Rio, Planning & Budget Office

Lee Perry, Purchasing

Sean O'Neal, Auditors

Don Ward, TNR

Brunilda Cruz, TNR

TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS: BID TABULATION FORM

BID NO.:	B090209-LP	BID DATE:	14-May-09	BIDS SOLICITED:	
DESCRIPTION:	FY09 HMAC Overlay	OPEN TIME:	2:00 PM	BIDS RECEIVED:	4
DEPARTMENT:	TNR	BIDS EXPIRE:	14-Aug-09	HUBS SOLICITED:	
CONTACT/NO.:	D.Ward/x49317			HUBS RECEIVED:	

Bidders Name Bid Items	Austin Bridge and Road	Wheeler Coatings	Ramming	Asphalt Paving
Group A	\$348,339.30	\$274,445.25	\$433,813.60	No Bid
With A1	\$320,114.40	\$250,127.25	\$405,113.90	No Bid
Group B	\$338,524.46	\$273,630.09	\$309,074.23	No Bid
With B1	\$313,437.31	\$249,265.41	\$309,074.23	No Bid
Group C	\$308,285.57	\$246,824.61	\$291,924.67	\$359,615.95
With C1	\$283,811.10	\$225,850.26	\$291,924.67	\$359,615.95
C2 Hamilton	\$692,600.24	\$617,705.06	\$646,589.50	\$787,121.10
with C3	\$638,004.89	\$566,347.61	\$646,589.50	\$787,121.10
Group D	No Bid	\$929,009.07	\$1,050,562.82	\$931,283.80
With D1	No Bid	\$846,678.12	\$1,050,562.82	\$931,283.80
Group E	No Bid	\$134,465.00	\$131,079.50	No Bid
With E1	No Bid	\$123,666.50	\$131,079.50	No Bid
Group F	No Bid	\$152,959.00	\$165,028.75	No Bid
With F1	No Bid	\$140,461.25	\$165,028.75	No Bid
Addendum	N/A	N/A	N/A	N/A
Bid Bond	Y	Y	Y	Y
Ethics	Y	Y	Y	Y
Cert. Secretary	Y	Y	Y	Y
Safety	Y	Y	Y	Y
HUB	Y	Y	Y	Y
HUB %	Y	Y	Y	Y

Print Name	SIGNATURE	Date
J. Lee Perry	<i>Lee Perry</i>	5/18/2009

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and WHEELER COATINGS ASPHALT, LP (the "Contractor") and shall be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of FY 2009 HMAC OVERLAY PROJECT in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked FY 2009 HMAC OVERLAY PROJECT (IFB NO. B090209-LP), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that he/she is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (IFB NO. B090209-LP)

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of FY 2009 HMAC OVERLAY PROJECT in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (IFB NO. B090209-LP) to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (IFB NO. B090209-LP) represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within ten (10) working days, and shall be complete with the said work by November 30, 2009, after receiving a written "Notice to Proceed."

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$2,402,396.40 consisting of \$1,201,198.20 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$1,201,198.20 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within thirty (30) calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for

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TRAVIS COUNTY
AUDITORS OFFICE

sales tax purposes only. The Contractor shall maintain internal records to verify the division. The Contractor shall make these records available upon the request of the Travis County Auditor.

This contract shall be construed according to the laws of the State of Texas. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project shall be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

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

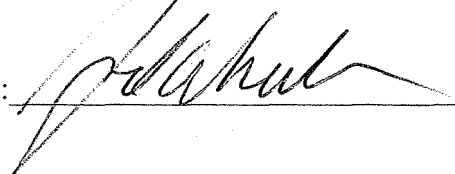
The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.


EXECUTED THIS _____ DAY OF _____, YEAR _____.

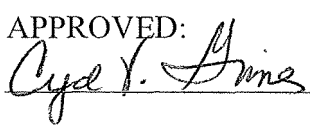
TRAVIS COUNTY, TEXAS

WHEELER COACTINGS ASPHALT, LP

BY: _____
TRAVIS COUNTY JUDGE

BY:  _____

APPROVED AS TO FORM:
 _____
TRAVIS COUNTY ATTORNEY

APPROVED:
 6/16/09
COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE
SEE VERIFICATION FORM
COUNTY AUDITOR, TRAVIS COUNTY

RECEIVED
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TRAVIS COUNTY
AUDITORS OFFICE

Wheeler

IFB No. B090209-LP
 FY 2009 HMAC OVERLAY PROJECT

III. Bid Requirements
 A. Bid Proposal

Travis County reserves the right to award a contract or contracts to the lowest responsive bidder or bidders, to award entire programs or portions of programs, or to award no contract at all, at the discretion of the County Commissioners Court.

GROUP A (PRECINCT ONE)

Bid Item	Spec. Item	Estimated Quantity	Tech Unit Spec.	Description with Unit Price in words	Unit Price	Total Item Amount
1A	340, 502, 677	679	TON	E Level-up and Site Preparation including sweeping, TC, level-up with Type C HMAC, complete, for <u>forty four</u> Dollars and <u>fifty nine</u> Cents per ton.	\$ <u>44.55</u>	\$ <u>30,249.45</u>
2A	340, 502, 677	61,720	SY	E 1-1/2" Type C HMAC overlay , including tack coat as required, TC, materials, equipment, and labor, Complete, for <u>three</u> Dollars and <u>ninety four</u> Cents per square yard.	\$ <u>3.94</u>	\$ <u>243,176.80</u>
3A	110, 502	88	CY	E Unclassified excavation , including removal, hauling, disposal, and TC, Complete, for <u>five</u> Dollars and <u>no</u> Cents per cubic yard.	\$ <u>5.00</u>	\$ <u>440.00</u>
4A	662, 502	579	EACH	Temporary pavement markers , Tabs, installed Complete, including TC, shoulder dress-up, project clean-up, and TC removal for <u>one</u> Dollars and <u>no</u> Cents per each.	\$ <u>1.00</u>	\$ <u>579.00</u>

Total Amount Bid \$ 274,445.25
 Figures

Total Amount Bid: Two hundred Seventy Four thousand Four hundred Forty Five Words
 & Twenty Five Figures

Tax Exempt Cost*: \$ 192,111.68

Non-Tax Exempt Cost**: \$ 82,333.57

*Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.
 **Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.

THE SUM OF THE TAX AND NON-TAX EXEMPT COSTS MUST EQUAL THE TOTAL AMOUNT BID.

IFB No. B090209-LP
 FY 2009 HMAC OVERLAY PROJECT

III. Bid Requirements
 A. Bid Proposal

Travis County reserves the right to award a contract or contracts to the lowest responsive bidder or bidders, to award entire programs or portions of programs, or to award no contract at all, at the discretion of the County Commissioners Court.

GROUP B (PRECINCT TWO)

Bid Item	Spec. Item	Estimated Quantity	Tech Unit Spec.	Description with Unit Price in words	Unit Price	Total Item Amount
1B	340, 502, 677	663	TON E	Level-up and Site Preparation including sweeping, TC, level-up with Type C HMAC, complete, for <u>Forty Five</u> Dollars and <u>Forty one</u> Cents per ton.	\$ <u>45.41</u>	\$ <u>30,106.⁸³</u>
2B	340, 502, 677	60,313	SY E	1-1/2" Type C HMAC overlay , including tack coat as required, TC, materials, equipment, and labor, Complete, for <u>Four</u> Dollars and <u>Two</u> Cents per square yard.	\$ <u>4.02</u>	\$ <u>242,458.26</u>
3B	110, 502	92	CY E	Unclassified excavation , including removal, hauling, disposal, and TC, Complete, for <u>Five</u> Dollars and <u>70</u> Cents per cubic yard.	\$ <u>5.00</u>	\$ <u>460.00</u>
4B	662, 502	605	EACH	Temporary pavement markers , Tabs, installed Complete, including TC, shoulder dress-up, project clean-up, and TC removal for <u>one</u> Dollars and <u>no</u> Cents per each.	\$ <u>1.00</u>	\$ <u>605.00</u>

Total Amount Bid \$ 273,630.09

Total Amount Bid: Two hundred seventy three thousand Six hundred thirty Words
 + nine Figures

Tax Exempt Cost*: \$ 191,541.07 Non-Tax Exempt Cost**: \$ 82,089.02

*Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.
 **Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.

THE SUM OF THE TAX AND NON-TAX EXEMPT COSTS MUST EQUAL THE TOTAL AMOUNT BID.

IFB No. B090209-LP
 FY 2009 HMAC OVERLAY PROJECT

III. Bid Requirements
 A. Bid Proposal

Travis County reserves the right to award a contract or contracts to the lowest qualified bidder or bidders, to award entire programs or portions of programs, or to award no contract at all, at the discretion of the County Commissioners Court.

GROUP C (PRECINCT THREE)

Bid Item	Spec. Item	Estimated Quantity	Tech Unit	Spec.	Description with Unit Price in words	Unit Price	Total Item Amount
1C	340, 502, 677	585	TON	E	Level-up and Site Preparation including sweeping, TC, level-up with Type C HMAC, complete, for <u>Forty Six</u> Dollars and <u>Forty Six</u> Cents per ton.	\$ <u>46.46</u>	\$ <u>27,179.10</u>
2C	340, 502, 677	53,241	SY	E	1-1/2" Type C HMAC overlay , including tack coat as required, TC, materials, equipment, and labor, Complete, for <u>Four</u> Dollars and <u>Eleven</u> Cents per square yard.	\$ <u>4.11</u>	\$ <u>218,820.51</u>
3C	110, 502	71	CY	E	Unclassified excavation , including removal, hauling, disposal, and TC, Complete, for <u>Five</u> Dollars and <u>no</u> Cents per cubic yard.	\$ <u>5.00</u>	\$ <u>355.00</u>
4C	662, 502	470	EACH		Temporary pavement markers , Tabs, installed Complete, including TC, shoulder dress-up, project clean-up, and TC removal for <u>One</u> Dollars and <u>no</u> Cents per each.	\$ <u>1.00</u>	\$ <u>470.00</u>

Total Amount Bid \$ 246,824.61
 Figures

Total Amount Bid: Two hundred Forty Six thousand Eight hundred Twenty Four +
 Words Sixty one

Tax Exempt Cost*: \$ 172,777.23

Non-Tax Exempt Cost**: \$ 74,047.38

*Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.

**Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.

THE SUM OF THE TAX AND NON-TAX EXEMPT COSTS MUST EQUAL THE TOTAL AMOUNT BID.

IFB No. B090209-LP
 FY 2009 HMAC OVERLAY PROJECT

III. Bid Requirements
 A. Bid Proposal

Travis County reserves the right to award a contract or contracts to the lowest responsive bidder or bidders, to award entire programs or portions of programs, or to award no contract at all, at the discretion of the County Commissioners Court.

GROUP D (PRECINCT FOUR)

Bid Item	Spec. Item	Estimated Quantity	Tech Unit Spec.	Description with Unit Price in words	Unit Price	Total Item Amount
1D	340, 502, 677	2299	TON E	Level-up and Site Preparation including sweeping, TC, level-up with Type C HMAC, complete, for <i>Forty Four</i> Dollars and <i>Fifty One</i> Cents per ton.	\$ <u>44.51</u>	\$ <u>102,328.49</u>
2D	340, 502, 677	208,957	SY E	1-1/2" Type C HMAC overlay , including tack coat as required, TC, materials, equipment, and labor, Complete, for <i>Three</i> Dollars and <i>Ninety Four</i> Cents per square yard.	\$ <u>3.94</u>	\$ <u>823,290.58</u>
3D	110, 502	292	CY E	Unclassified excavation , including removal, hauling, disposal, and TC, Complete, for <i>Five</i> Dollars and <i>no</i> Cents per cubic yard.	\$ <u>5.00</u>	\$ <u>1460.00</u>
4D	662, 502	1,930	EACH	Temporary pavement markers , Tabs, installed Complete, including TC, shoulder dress-up, project clean-up, and TC removal for <i>One</i> Dollars and <i>no</i> Cents per each.	\$ <u>1.00</u>	\$ <u>1930.00</u>

Total Amount Bid \$ 929,009.07
 Figures

Total Amount Bid: Nine hundred twenty nine thousand nine + seven
 Words

Tax Exempt Cost*: \$ 650,306.35 Non-Tax Exempt Cost**: \$ 278,702.72

*Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.
 **Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.

THE SUM OF THE TAX AND NON-TAX EXEMPT COSTS MUST EQUAL THE TOTAL AMOUNT BID.

IFB No. B090209-LP
 FY 2009 HMAC OVERLAY PROJECT

III. Bid Requirements
 A. Bid Proposal

Travis County reserves the right to award a contract or contracts to the lowest responsive bidder or bidders, to award entire programs or portions of programs, or to award no contract at all, at the discretion of the County Commissioners Court.

GROUP E (LCRA/Travis County Parks Projects)

Bid Item	Spec. Item	Estimated Quantity	Tech Unit Spec.	Description with Unit Price in words	Unit Price	Total Item Amount
1D	340, 502, 677	150	TON	E Level-up and Site Preparation including sweeping, TC, level-up with Type C HMAC, complete, for <u>Fifty One</u> Dollars and <u>Seventy Seven</u> Cents per ton.	\$ 51.77	\$ 7,765.50
2D	340, 502, 677	27,500	SY	E 1-1/2" Type C HMAC overlay , including tack coat as required, TC, materials, equipment, and labor. Complete, for <u>Forty Four</u> Dollars and <u>Fifty eight</u> Cents per square yard.	\$ 4.58	\$ 125,950.00
3D	110, 502	150	CY	E Unclassified excavation , including removal, hauling, disposal, and TC, Complete, for <u>Five</u> Dollars and <u>no</u> Cents per cubic yard.	\$ 5.00	\$ 750.00
4D	662, 502	0	EACH	Temporary pavement markers , Tabs, installed Complete, including TC, shoulder dress-up, project clean-up, and TC removal for <u>One</u> Dollars and <u>no</u> Cents per each.	\$ 1.00	\$ 0

Total Amount Bid \$ 134,465.50

Total Amount Bid: One hundred thirty four thousand Four hundred Sixty Five & Fifty Dollars
 Words Figures

Tax Exempt Cost*: \$ 94,125.85 Non-Tax Exempt Cost**: \$ 40,339.65

*Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.
 **Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.

THE SUM OF THE TAX AND NON-TAX EXEMPT COSTS MUST EQUAL THE TOTAL AMOUNT BID.

IFB No. B090209-LP
 FY 2009 HMAC OVERLAY PROJECT

III. Bid Requirements
 A. Bid Proposal

Travis County reserves the right to award a contract or contracts to the lowest responsive bidder or bidders, to award entire programs or portions of programs, or to award no contract at all, at the discretion of the County Commissioners Court.

GROUP F (Travis County Parks Projects)

Bid Item	Spec. Item	Estimated Quantity	Tech Unit Spec.	Description with Unit Price in words	Unit Price	Total Item Amount
1D	340, 502, 677	150	TON E	Level-up and Site Preparation including sweeping, TC, level-up with Type C HMAC, complete, for <u>Fifty</u> Dollars and <u>Eightyone</u> Cents per ton.	\$ 50.81	\$ 7621.50
2D	340, 502, 677	32,075	SY E	1-1/2" Type C HMAC overlay , including tack coat as required, TC, materials, equipment, and labor, Complete, for <u>Four</u> Dollars and <u>Fifty</u> Cents per square yard.	\$ 4.50	\$ 144,337.50
3D	110, 502	200	CY E	Unclassified excavation , including removal, hauling, disposal, and TC, Complete, for <u>Five</u> Dollars and <u>no</u> Cents per cubic yard.	\$ 5.00	\$ 1,000.00
4D	662, 502	0	EACH	Temporary pavement markers , Tabs, installed Complete, including TC, shoulder dress-up, project clean-up, and TC removal for <u>One</u> Dollars and <u>no</u> Cents per each.	\$ 1.00	\$ 0

Total Amount Bid \$ 152,959.00

Total Amount Bid: One hundred fifty two thousand nine hundred fifty nine dollars + no Words Figures

Tax Exempt Cost*: \$ 107071.30 Non-Tax Exempt Cost**: \$ 45887.70

*Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.
 **Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.

THE SUM OF THE TAX AND NON-TAX EXEMPT COSTS MUST EQUAL THE TOTAL AMOUNT BID.

IFB No. B090209-LP
 FY 2009 HMAC OVERLAY PROJECT

III. Bid Requirements
 A. Bid Proposal

ADD ALTERNATES

The following add alternates only apply to the corresponding numbers listed in the base; all other bid item prices shall remain as they are in the base bid. For specifications on the add alternates below please see Section V. Specifications.

Travis County reserves the right to award by "Base Bid", by "Alternates", or by any combination thereof.

GROUP A1 (PRECINCT ONE)

Bid Total Item Amount	Spec. Item	Estimated Quantity	Tech Unit	Description with Unit Price in words	Unit Price
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1C	340, 502, 677	679	TON	E Level-up and Site Preparation with RAP per Spec. 340-002, including sweeping, TC, level-up with Type C HMAC, complete, for <u>Forty</u> Dollars and <u>Twenty five</u> Cents per ton.	\$ <u>40.55</u> \$ <u>27,533.4</u>
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2C	340, 502, 677	61,720	SY	E 1-1/2" Type C HMAC overlay, with RAP per Spec. 340-002, including tack coat as required, TC, materials, equipment, and labor, Complete, for <u>Three</u> Dollars and <u>Forty nine</u> Cents per square yard.	\$ <u>3.59</u> \$ <u>221,574.8</u>
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GROUP B1 (PRECINCT TWO)

Bid Total Item Amount	Spec. Item	Estimated Quantity	Tech Unit	Description with Unit Price in words	Unit Price
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1C	340, 502, 677	663	TON	E Level-up and Site Preparation with RAP per Spec. 340-002, including sweeping, TC, level-up with Type C HMAC, complete, for <u>Forty one</u> Dollars and <u>Forty one</u> Cents per ton.	\$ <u>41.41</u> \$ <u>27,454.83</u>
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2C	340, 502, 677	60,313	SY	E 1-1/2" Type C HMAC overlay, with RAP per Spec. 340-002, including tack coat as required, TC, materials, equipment, and labor, Complete, for <u>Three</u> Dollars and <u>Sixty six</u> Cents per square yard.	\$ <u>3.66</u> \$ <u>220,745.58</u>
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IFB No. B090209-LP
 FY 2009 HMAC OVERLAY PROJECT

III. Bid Requirements
 A. Bid Proposal

GROUP C1 (PRECINCT THREE)

Bid Total Item	Spec. Item	Estimated Quantity	Tech Unit	Description with Unit Price in words	Unit Price
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1C 340, 502, 677 **585** TON E **Level-up and Site Preparation** with RAP per Spec. 340-002, including sweeping, TC, level-up with Type C HMAC, complete, for Forty Two Dollars and Forty Six Cents per ton. \$ 42.46 \$ 24,839.10

2C 340, 502, 677 **53,241** SY E **1-1/2" Type C HMAC overlay**, with RAP per Spec. 340-002, including tack coat as required, TC, materials, equipment, and labor, Complete, for Three Dollars and Twenty Six Cents per square yard. \$ 3.76 \$ 200,186.16

GROUP D1 (PRECINCT FOUR)

Bid Total Item	Spec. Item	Estimated Quantity	Tech Unit	Description with Unit Price in words	Unit Price
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1C 340, 502, 677 **2299** TON E **Level-up and Site Preparation** with RAP per Spec. 340-002, including sweeping, TC, level-up with Type C HMAC, complete, for Forty Dollars and Fifty one Cents per ton. \$ 40.51 \$ 93,132.49

2C 340, 502, 677 **208,957** SY E **1-1/2" Type C HMAC overlay**, with RAP per Spec. 340-002, including tack coat as required, TC, materials, equipment, and labor, Complete, for Three Dollars and Fifty nine Cents per square yard. \$ 3.59 \$ 750,155.63

GROUP E1 (LCRA/TRAVIS COUNTY PARKS)

Bid Total Item	Spec. Item	Estimated Quantity	Tech Unit	Description with Unit Price in words	Unit Price
----------------	------------	--------------------	-----------	--------------------------------------	------------

1C 340, 502, 677 **150** TON E **Level-up and Site Preparation** with RAP per Spec. 340-002, including sweeping, TC, level-up with Type C HMAC, complete, for Forty Seven Dollars and Sixty one Cents per ton. \$ 47.61 \$ 7,141.50

2C 340, 502, 677 **27,500** SY E **1-1/2" Type C HMAC overlay**, with RAP per Spec. 340-002, including tack coat as required, TC, materials, equipment, and labor, Complete,

for Four Dollars and Twenty one Cents per square yard. \$ 4.21 \$ 115,775.00

GROUP F1 (TRAVIS COUNTY PARKS)

Bid Total Item Amount	Spec. Item	Estimated Quantity	Tech Unit	Description with Unit Price in words	Unit Price
-----------------------	------------	--------------------	-----------	--------------------------------------	------------

1C 340, 502, 677 150 TON E **Level-up and Site Preparation** with RAP per Spec. 340-002, including sweeping, TC, level-up with Type C HMAC, complete, for Forty Six Dollars and Sixty one Cents per ton. \$ 46.61 \$ 6,991.50

2C 340, 502, 677 32,075 SY E **1-1/2" Type C HMAC overlay**, with RAP per Spec. 340-002, including tack coat as required, TC, materials, equipment, and labor, Complete, for Four Dollars and thirteen Cents per square yard. \$ 4.13 \$ 1,324,69.75

GROUP C2 (PRECINCT THREE – Hamilton Pool Rd.)

Bid Total Item Amount	Spec. Item	Estimated Quantity	Tech Unit	Description with Unit Price in words	Unit Price
-----------------------	------------	--------------------	-----------	--------------------------------------	------------

1C 340, 502, 677 1434 TON E **Level-up and Site Preparation** including sweeping, TC, level-up with Type C HMAC, complete, for Forty Seven Dollars and Forty nine Cents per ton. \$ 47.49 \$ 68,100.66

2C 340, 502, 677 130,347 SY E **1-1/2" Type C HMAC overlay**, including tack coat as required, TC, materials, equipment, and labor, Complete, for Four Dollars and twenty Cents per square yard. \$ 4.20 \$ 547,457.40

3C 110, 502 185 CY E **Unclassified excavation**, including removal, hauling, disposal, and TC, Complete, for Five Dollars and no Cents per cubic yard. \$ 5.00 \$ 925.00

4C 662, 502 1,222 EACH **Temporary pavement markers**, Tabs, installed Complete, including TC, shoulder dress-up, project clean-up, and TC removal for one Dollars and no Cents per each. \$ 1.00 \$ 1,222.00

IFB No. B090209-LP
 FY 2009 HMAC OVERLAY PROJECT

III. Bid Requirements
 A. Bid Proposal

GROUP C3 (PRECINCT THREE – Hamilton Pool Rd. with RAP)

Bid Total Item	Spec. Item	Estimated Quantity	Tech Unit	Description with Unit Price in words	Unit Price
----------------	------------	--------------------	-----------	--------------------------------------	------------

1C 340, 502, 677 1434 TON E **Level-up and Site Preparation** with RAP per Spec. 340-002, including sweeping, TC, level-up with Type C HMAC, complete, for Only Three Dollars and Eighty Nine Cents per ton.

\$ 43.49 \$ 62,364.64

2C 340, 502, 677 130,347 SY E **1-1/2" Type C HMAC overlay**, with RAP per Spec. 340-002, including tack coat as required, TC, materials, equipment, and labor, Complete, for Three Dollars and Eighty Five Cents per square yard.

\$ 3.85 \$ 501,835.91

_____ Dollars and
 (Print or Type Dollar Amount)

_____ Cents
 (Print or Type Cents Amount)

Travis County reserves the right to award a contract or contracts to the lowest responsive bidder or bidders, to award entire programs or portions of programs, or to award no contract at all, at the discretion of the County Commissioners Court.

BASE BID

The Bidder is (check one of the following and insert information requested),

- A. A corporation organized and existing under the laws of the State of _____; or
- B. A partnership organized and existing under the laws of the State of Texas; or
- C. An individual doing business under an assumed name registered under the laws of the State of _____:

Has complied with Instructions to Bidders, examined the Bidding Documents dated APRIL 2009 is familiar with all the conditions relating to the proposed project, and has received Addenda Numbers _____ through _____, and has included their provisions in the Bid upon these premises.

ATTACHMENTS

The undersigned has attached the following, which are a condition of the bid:

1. Attachment 4: Ethics Affidavit-Statement of Compliance with the Travis County Ethics Policy (including: Exhibit A: List of Key Contracting Persons and EXHIBIT B: Contractor Acknowledgement)
2. Attachment 5: Safety Record Questionnaire
3. Attachment 6: Storm water Pollution Prevention Plan Compliance Agreement
4. Attachment 7: Environmental Compliance and Safety Record Questionnaire
5. Attachment 8: HUB Subcontracting Participation Declaration Form
6. Attachment 9: Determination of Good Faith Effort Checklist
7. Attachment 15: Certificate of Secretary (if Bidder is a corporation)
8. Bid Guaranty (Bid Bond or casher's check) Certification

IFB No. B090209-LP
FY 2009 HMAC OVERLAY PROJECT

III. Bid Requirements
A. Bid Proposal

SIGNATURES

A. IF BIDDER IS AN INDIVIDUAL:

By: _____
(Signature of individual authorized to sign) (Printed name of individual)

Doing Business as: _____

Business Address _____

Telephone No: _____

Submitted on: _____, 20____

B. IF BIDDER IS A PARTNERSHIP:

By: [Signature] Jack Wheeler
(Signature of person(s) authorized to sign) (Printed name of person(s))

(General partner) JW Coatings Management, LLC

(General partner) _____

(General partner) _____

Business Address 3099 N. IH 35 Round Rock TX 78664

Telephone No: 512-346-3839

Submitted on: 5-13-, 2009

C. IF BIDDER IS A CORPORATION:

By: _____
(Corporation name)

(State of incorporation)

By: _____
(Signature of person authorized to sign) (Printed name of person authorized to sign)

(title)

Corporate seal

Attest:

(Secretary)

Business Address _____

Telephone No: _____

Submitted on: _____, 20____

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

RECEIVED
TRAVIS COUNTY
2009 JUN 16 AM 8:19
PURCHASING
OFFICE

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR: Wheeler Coatings Asphalt

TYPE OF GOODS/SERVICE: HMAC Overlay Project

FUNDS VERIFIED:

1) Requisition number 467192 processed through the
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ 2,402,396.40

**FUNDS NOT VERIFIED;
CONTRACT NOT BINDING:**

 Contract did not specify a total contract amount.

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

CONTRACT #: 09K00209LP
LINE ITEM VERIFIED: 001-4941-621-8164; 029-4945-631-8120; 506-4945-809-8120

YES

NO

Reviewed by: _____

Date: 6/15/09

Approved by: _____

Date: 6/15/09

Purchase Requisition

Last Updated June 26, 2009 at 10:44am

Number : 0000467192
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : 53933 ROADS-CIP ATTN:LEE PERRY PENDING AWARD
 By : BRUNILDA CRUZ 854-7679
 Date : 3/25/09
 Vendor : 66363 WHEELER COASTING ASPHALT L P
 Contract nbr :
 Ship to : AI AS INDICATED BELOW
 Deliver by date : 3/25/09
 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	250127.25	DOL	FY 2009 HMAC TYPE C PRECINCT 1 *****

COMMENTS EXIST

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

Total: 2402396.40
 F9=Print

+

Account Balance Inquiry

Account Number: 1-4941-621.81-64
Last Updated: June 26, 2009 at 10:44am

Fund : 001 GENERAL FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget :	0	
Revised budget :	3,050,000	03/24/2009
Actual expenditures - current :	.00	
Actual expenditures - ytd :	.00	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	2,138,268.65	
Total expenditures & encumbrances:	2,138,268.65	70.1%
Unencumbered balance :	911,731.35	29.9

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

Fiscal Year 2009

Account Balance Inquiry

Account number : 29-4945-631.81-20
 Last Updated June 26, 2009 at 10:44am
 Fund : 029 LCRA-TC PARKS CIP 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 : 81 CAPITAL OUTLAY
 Object : 20 PURCHASED SVCS PARK IMPRV

Original budget :	196,748	
Revised budget :	261,750	10/01/2008
Actual expenditures - current :		.00
Actual expenditures - ytd :	114,181.80-	
Unposted expenditures :		.00
Encumbered amount :	49,523.00	
Unposted encumbrances :		.00
Pre-encumbrance amount :	139,143.50	
Total expenditures & encumbrances:	74,484.70	28.5%
Unencumbered balance :	187,265.30	71.5

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

Fiscal Year 2009

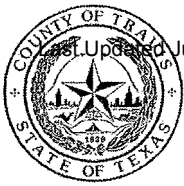
Account Balance Inquiry

08:52:01

Account number 506-4945-809.81-20
 Last updated June 26, 2009 at 10:44am
 Fund : 506 L/T CERT OF OBLIG, 2007
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 45 PARK SERVICES
 Activity basic : 80 CAPITAL PROJECTS
 Sub activity : 9 COMM&ECON DEV (PKS & REC)
 Element : 81 CAPITAL OUTLAY
 Object : 20 PURCHD SERV-PARK IMPRVMT

Original budget : 0
 Revised budget : 433,261 04/22/2009
 Actual expenditures - current : .00
 Actual expenditures - ytd : 210,811.51
 Unposted expenditures : .00
 Encumbered amount : 15,408.33
 Unposted encumbrances : .00
 Pre-encumbrance amount : 140,461.25
 Total expenditures & encumbrances: 366,681.09 84.6%
 Unencumbered balance : 66,579.91 15.4

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



June 26, 2009 at 10:44am

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

24

Approved by: _____

Cyd V. Grimes 6/19/09

Voting Session: Tuesday, June 30, 2009

REQUESTED ACTION: APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL CORRECTIONAL INSTITUTION IN BASTROP, TEXAS AND THE TRAVIS COUNTY SHERIFF'S OFFICE .

Points of Contact:

Purchasing: Michael Long

Department: Sheriff's Office; Sheriff Greg Hamilton, Jamie Page, Maria Wedhorn

County Attorney (when applicable): Jim Connolly

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 agreement is intended:

- 1) to provide for mutual assistance during a natural disaster and/or law enforcement emergency requiring prompt action and which is, or threatens to be, of such serious proportions that each party's resources alone are, or may be, inadequate to maintain the safety and security of the public, each party's prisoners, and/or each party's staff and;
- 2) to establish quarterly training exercises for the Travis County Sheriff's Office (TSCO) canine units to search for illegal drugs within the Federal Correctional Institution in Bastrop, Texas (BAS), thereby assisting TSCO in maintaining institution security. This agreement also outlines BAS requirements for the use of BAS's firing range.

Received by Mike Long
Last Updated: June 26, 2009 at 10:44am

From: Marvin Brice
To: Maria Wedhorn; Mike Long; Rebecca Gardner; Vania Ramaekers
Date: 4/8/2009 9:38 AM
Subject: Fwd: Re: another thing

Maria, I'm assigning the MOU for Canine Drug Detection Searches to Mike Long. Once received, the IL w/ACC will be assigned to either Vania or Rebecca. Will let you know.

Mike, I'll get the MOU to you ASAP.

Marvin Brice, CPPB
Assistant Purchasing Agent
Travis County Purchasing Office
marvin.brice@co.travis.tx.us
Ph: 512.854.9765
Fax: 512.854.9185

>>> Bonnie Floyd 4/7/2009 3:30 PM >>>
Marvin will assign this to one of his professional services folks.

>>> Maria Wedhorn 4/7/2009 1:59 PM >>>
Bonnie, I'm under the opinion that this MOU probably has not been reviewed by the County Attorney and should be. I forwarded to Purchasing to assist us in treating it like any other Inter-Local.

In addition: I have another Agreement with Austin Community College that does not appear to have gone through the channels of Purchasing, C.C, Cty Attorney, etc. that I will need to forward.

Vania was able to find a copy of an agreement, however, not the latest agreement in question. That agreement is funded through IWF as well.

>>> Bonnie Floyd 4/2/2009 9:09 AM >>>
Cyd also passed along to me a MOU between the Federal Correctional Institution, Bastrop TX, Federal Bureau of Prisons, United States Department of Justice and TCSO for canine drug detection searches and use of BAS firing range. It came into the office on March 27. No indication of who sent it over or what they want us to do with it. Has it been through the County Attorney's office? Does the SO want us to take it to court?

IL 09 0300 ML

2009

MEMORANDUM OF UNDERSTANDING

BETWEEN

Federal Correctional Institution, Bastrop, Texas

**Federal Bureau of Prisons
United States Department of Justice**

AND

**Travis County Sheriff's Office
Bastrop, Texas**

**for canine drug detection searches
and use of BAS firing range**

Pursuant to relevant authority contained in federal and state laws appropriate to the nature and scope of the emergency, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. Chapter 68 ("Stafford Act"), e.g., Sections 5170(a), (b); the Law Enforcement Emergency Assistance Act, 42 U.S.C. Chapter 111; and the Pandemic and All Hazards Preparedness Act, PL 109-417 (2006), amending sections of 42 U.S.C. that address public health emergencies, this Memorandum of Understanding ("MOU" or "Agreement") is entered into between the United States Department of Justice ("DOJ") Federal Bureau of Prisons ("BOP") Federal Correctional Institution, Bastrop, Texas (BAS), and the Travis County Sheriff's Office (TCSO). The parties hereby agree as follows:

I. PURPOSE/SCOPE

A. This Agreement is intended to provide for mutual assistance during a natural disaster and/or law enforcement emergency requiring prompt action and which is, or threatens to be, of such serious proportions that each party's resources alone are, or may be, inadequate to maintain the safety and security of the public, each party's prisoners, and/or each party's staff.

B. This agreement is intended to establish quarterly training exercises for TCSO canine units to search for illegal drugs within BAS, thereby assisting the TCSO in maintaining the canine unit's drug detection skill and BAS in maintaining institution security. This agreement also outlines BAS requirements for BPD's use of BAS's firing range.

C. This Agreement supercedes any prior agreement between the parties on this same subject.

D. This Agreement shall not affect any pre-existing, independent relationship or obligation between the parties on any other subject or with any third party or parties.

II. BAS ASSISTANCE TO TCSO

A. Under current BOP authority and upon request from the TCSO, the BOP Regional Director may direct the Warden or his/her designee to provide:

1. BOP staff to act ONLY:

- a) as liaison with TCSO.
- b) to provide a list which includes the names, titles, and telephone numbers. This information shall be updated as necessary.
- c) to identify areas to be searched in order to permit a TCSO canine staff to approve the area(s) to be searched in advance.
- d) to ensure all inmates, visitors and unnecessary staff will not be present during the search.
- e) to work with TCSO canine unit officers to execute necessary search and training records and maintain proper chain of custody for all relevant evidence.
- f) to search for escaped state/local prisoners ONLY on BOP property (18 U.S.C. 4042 (a)(1), 2).

2. Permit TCSO staff to use the firing range subject to availability and in accordance with the terms and conditions set forth in this Agreement. FCI Bastrop reserves the right to exclude any TCSO participant from using the firing range at any time.

a) Provide to the TCSO, and update as necessary, the names and telephone numbers for a contact person(s) at BAS designated by the Warden to be responsible for approving and scheduling all firing range activities.

b) BAS shall provide notice to TCSO as soon as practicable after circumstances arise that would prevent a scheduled use of the firing range by TCSO staff.

c) Instruct the TCSO Training Coordinator on the proper inspection and safe use of the firing

range, including types of weapons and ammunition that may be used.

III. TCSO ASSISTANCE TO BAS

A. Upon request from the Warden or his/her designee, TCSO may provide a canine unit for the purpose of detecting illegal drugs at BAS on a quarterly basis, subject to availability. TCSO shall provide BAS a list of points of contact, authorized by TCSO, to act as liaison with BAS. The list shall include names, titles, and telephone numbers and will be updated as necessary. TCSO staff shall work with BAS staff to execute necessary search and training records and maintain proper chain of custody for all relevant evidence.

B. Arrests off institution grounds, traffic control.

C. Under no circumstances will TCSO staff:

1. Have command authority on site; or
2. Bring any type of weapon into the secure perimeter of BAS.

D. TCSO will supply its own certified firearms instructors and/or safety officers, as required, and its own weapons, ammunition, targets, safety equipment, etc., consistent with the following range requirements.

1. Schedule use of the firing range through BAS contact person identified by the Warden by submitting a request to use the firing range 30 days in advance of the desired training. In the event of simultaneous training activities, official BAS training events shall have preference for use of the firing range.
2. Ensure that TCSO staff follow the procedures and meet all requirements outlined in the BAS Institution Supplements provided by BAS staff.
3. Designate an employee of TCSO to serve as Training Coordinator, who shall conduct an inspection, consistent with previous BOP instructions, to ensure the facilities are safe and proper for use by TCSO employees. If a defect or hazardous condition is discovered, the facilities shall not be used, and the defect or hazardous condition shall be reported immediately to BAS.
4. TCSO staff shall complete the top portion of the

Training Coordinator Acknowledgment Form, which is attached and incorporated herewith as Attachment B and

ensure that all TCSO staff desiring to use the firing range sign a Waiver of Liability Form, which is attached and incorporated herewith as Attachment A, and ensure Attachment C is completed and turned in to the escorting officer to account for all rounds spent on the range.

5. Ensure that TCSO staff utilize the firing range **only** when an FCI Bastrop escort officer is present and all required procedures have been completed. BAS staff shall accompany all TCSO staff before TCSO use of the firing range and instruct TCSO staff on the safe and proper use of the facility.
6. Upon completion of TCSO use of the firing range, TCSO shall ensure that all weapons, ammunition (including spent ammunition), safety equipment, etc., are removed from the firing range.
7. TCSO staff shall complete the bottom portion of the Training Coordinator Acknowledgment Form, which is attached and incorporated herewith as Attachment B, and submit it to the BAS escort officer.

E. Comply with all environmental laws, regulations and policy governing use of the firing range and contribute to any necessary subsequent environmental clean-up attributed to TCSO use of the firing range

IV. REIMBURSEMENT

A. In accordance with each party's financial management policy at the time of the emergency and the statute authorizing the assistance, ordinarily the party requesting assistance shall reimburse the party providing assistance for unfunded costs of resources expended and/or damaged during the emergency, including personnel employed beyond resolution of the initial emergency.

B. Any reimbursement to BOP by TCSO for unfunded expenses incurred in rendering Stafford Act assistance directed in FEMA Mission Assignments shall not be more than 25% of the total cost, per 42 U.S.C. 5170b(b).

C. Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. 1341, or relevant state law by obligating the parties to any expenditure or obligation of funds in excess or in advance of

appropriations.

V. GENERAL PROVISIONS

A. PERIOD OF AGREEMENT/TERMINATION.

1. This Agreement shall become effective upon the date of signature of both parties, as designated below, and shall remain in effect until terminated by mutual agreement or by either party upon 60 days advanced written notice to the other party.

2. This Agreement shall remain in effect during the term in office of any successor leadership of either party unless terminated or modified.

B. MODIFICATION PROCEDURES. Either party may propose to modify this Agreement at any time. All proposed modifications shall be in writing and shall become effective only upon the written concurrence of both parties.

C. SURVIVAL AND SEVERABILITY.

1. The provisions of this Agreement which require performance after termination of this Agreement shall remain in force notwithstanding termination of this Agreement.

2. If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining provisions shall continue in force and unaffected to the fullest extent permitted by law and regulation.

D. LIABILITY AND INDEMNIFICATION.

1. Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal and state law, including immunity provided in 42 U.S.C. 5148 for Stafford Act assistance rendered by the BOP. Neither party agrees to insure, defend, or indemnify the other party.

2. Each party shall cooperate with the other party in the investigation and resolution of administrative claims and/or litigation arising from conduct related to the provisions of this Agreement.

E. DISPUTE RESOLUTION. In the event of a dispute between the parties, the parties agree that they will use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other form of non-binding alternative dispute resolution ("ADR") mutually

acceptable to the parties.

F. THIRD PARTY CLAIMS. This Agreement is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

G. CONTACT INFORMATION. Each party shall provide to the other party, and update as necessary, a list of contact persons authorized to act as liaison with the other party. The list shall include names, position titles, telephone numbers, and email addresses as appropriate.

In Witness Whereof, the undersigned, duly-authorized officers hereby subscribe their names on behalf of the Federal Correctional Institution, Bastrop, Texas, and the Travis County Sheriff's Office.

Federal Correctional Institution
Bastrop, Texas

Travis County Sheriff's Office
Austin, Texas

C. Maye
C. Maye
Warden

Greg Hamilton
Greg Hamilton
Travis County Sheriff

6/10/09
Date

6/17/09
Date

Samuel T. Biscoe, County Judge

Date

WAIVER OF LIABILITY
Federal Correctional Institution
Bastrop, Texas

In consideration for being granted the privilege of utilizing the facilities at the Federal Correctional Institution (FCI) Bastrop, including the Firing Range, I hereby release and agree to hold as harmless the United States of America, the United States Department of Justice, the Federal Bureau of Prisons, FCI Bastrop, and its employees and agents from any and all liability for any damage or injury which I may receive while using the aforesaid facilities from any cause whatsoever. I understand that my non-BOP employer sponsoring this activity is fully responsible for the safe condition of the facilities and for ensuring the safe use of the facilities by all non-BOP participants. I understand I assume the risk of any injuries or liability that may occur during this activity. I understand this activity is not sponsored by or associated with FCI Bastrop or the Federal Bureau of Prisons. Further, I understand that using the facilities is an inherently dangerous activity. I agree to fully waive all claims against the aforesaid parties for any injury that I may sustain while using the FCI Bastrop facilities, and I assume all risk for participating in the said training and am fully aware that personal danger could be involved. I understand these facilities may not be inspected by Bureau of Prisons officers on a daily basis and that I should inspect and make myself aware of any hazardous conditions prior to my use. I will not use the facilities if a defect or hazardous condition exists and shall immediately report any defect or hazardous condition to the escorting staff member.

This release of liability and agreement by me to the United States of America, the United States Department of Justice, the Federal Bureau of Prisons, FCI Bastrop, and its employees and agents shall so apply to any right of action that might accrue to myself, my heirs, or my personal representatives. By signing this waiver, I agree to abide by all posted safety rules and those included in Institution Supplements provided by FCI Bastrop staff.

PLEASE PRINT: Agency Name: _____

Participant Name: _____

Signature: _____

Date: _____

**EACH PARTICIPANT MUST READ, SIGN, AND DATE
WAIVER OF LIABILITY**

TRAINING COORDINATOR ACKNOWLEDGMENT FORM
Federal Correctional Institution (FCI)
Bastrop, Texas

I have been designated the training coordinator for the Travis County Sheriff's Office(TCSO).

I hereby certify that I have received from the Federal Bureau of Prisons instruction on the proper inspection and safe use of the facilities at FCI Bastrop, including the firing range.

I assume responsibility to instruct all TCSO participants on the proper use of the facilities and to oversee the actual use of the facilities by each participant.

I have conducted an inspection of the equipment and facilities, and there is no equipment in need of repair. All safety equipment is in place and in proper working order. I further understand that if I find a defect or discover a condition with respect to the facilities of which I am not certain that it would be safe to allow the use of the facilities, I will not allow training to go forward and will notify FCI Bastrop of the same.

Printed Name: _____

Signature: _____

Date: _____ Time: _____

As the training coordinator, I certify that at the conclusion of TCSO use of the facilities, inspection of the equipment and facilities revealed no defects or hazardous conditions and

Check One

_____ no unsafe incidents or injuries occurred during this event.

_____ the following unsafe incident or injury occurred during the event: (Attach memo or report describing nature of incident or injury and describe action taken).

Printed Name: _____

Signature: _____

Date: _____

Training Coordinator must also sign Attachment A - Waiver of Liability Form.

Firing Range Instructions

By affixing my signature below, I, _____, as a duly authorized representative of _____ (agency) do hereby agree to fully comply with the instructions as set forth in this document, pertaining to the use of the pistol and/or rifle ranges at the Federal Correctional Institution, Bastrop, Texas.

SPECIAL INSTRUCTIONS:

1. I agree to provide FCI Bastrop with the date(s) and time(s) the firing range(s) shall be used. I agree to report to the Front Entrance of FCI Bastrop at the time(s) provided and wait to be escorted to the firing range. I agree that upon completion, I will await to be escorted from the firing range.
2. I agree that all individuals using the firing range(s) are military personnel and/or law enforcement. **(NO CIVILIAN DEPENDENTS ALLOWED)**
3. I agree that all individuals to use the firing range(s) are eighteen (18) years of age or older.
4. I agree to provide a certified Range Master.
5. I agree to provide weapons, ammunition, targets, safety glasses, ear protection, and any other necessary safety equipment.
6. I agree that upon completion of the use of the firing range(s), all garbage, expended casings, used targets etc., will be policed and placed in the proper receptacles. I further agree that all weapons and unused ammunition will be picked up, secured, and removed from the firing range(s).
7. I agree that I will use only the firing range(s). I further agree that all personnel will remain on the firing ranges(s) at all times with the exception of the use of the rest room facilities.
8. I agree not to hold the Federal Correctional Institution or the Federal Bureau of Prisons responsible for any accidents or injuries that may occur during the use of the facility.

Signature/Title/Date/Signed

Dates(s) Range(s) to be Used



June 26, 2009 at 10:44am

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

25

Approved by: _____

Cyd V. Grimes 6/19/09

Voting Session: Tuesday, June 30, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 5 TO INTERLOCAL NO. IL060254RE, STUDY OF HUMAN RESOURCES, WITH THE UNIVERSITY OF TEXAS AT AUSTIN. (HHS & VS)

Points of Contact:

Purchasing: Rebecca Gardner

Department: HHS, Sherri Fleming, Executive Manager

County Attorney (when applicable): Mary Etta Gerhardt

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by statutes.
- This interlocal agreement with The University of Texas Ray Marshall Center assesses the impact of Travis County's investment in the WorkSource Rapid Employment Model (REM). The goals of REM are to improve work readiness, job placement, and retention among disadvantaged residents.
- This modification no. 5 will increase the contract amount from \$18,400 to \$28,400, an increase of \$10,000. These additional funds will expand the evaluation component of the services to include outcome and impact evaluations on workforce programs as well as providing a return on investment analysis.
- Modification no. 4 renewed the agreement for an additional twelve month period from January 1, 2009 through December 31, 2009. Contract funds not to exceed \$18,400 for this renewal period.

Modification no. 3 renewed the agreement for an additional twelve month period from January 1, 2008 through December 31, 2008. Contract funds were not to exceed \$18,400 for this renewal period.

Modification No. 2 increased the contract from \$8,400 to \$18,400, an increase of \$10,000. This additional \$10,000 paid for more in-depth analysis of the impact of REM services

utilizing a quasi-experimental approach comparing outcomes for program participants to comparable individuals who did not receive services.

Modification No. 1 extended the agreement for an additional twelve month period from January 1, 2007 through December 31, 2007 with contract funding not to exceed \$8,400.00.

➤ **Contract Expenditures:** Within the last 6 months \$8,400.00 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$ 45,999.00

Contract Type: Professional Services

Contract Period: January 1, 2007-December 31, 2007

➤ **Contract Modification Information:**

Modification Amount: \$ 10,000.00

Modification Type: Bilateral

Modification Period: January 1, 2009-December 31, 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.: 473976

Funding Account(s): 00158916116294

Comments:

➤ **Statutory Verification of Funding:**

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

TRAVIS COUNTY
Purchase Requisition

Number 0000473976
 Type 1 PURCHASE REQUISITION
 Status AUDITOR APPROVAL
 Reason MODIFICATION TO PO# 412149
 By CAULA MCMARION 44119
 Date 6/18/09
 Vendor 66819 THE UNIVERSITY OF TEXAS AT AUS
 Contract nbr
 Ship to NS HUMAN SERVICES ADMIN SVCS
 Deliver by date 6/18/09
 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
5	1	DOL	STUDY OF HUMAN RESOURCES 1/1/09-9/30/09 MODIFICATION TO PO# 412149. ADDING AN ADDITIONAL \$10,000 IN ONE-TIME FUNDING BRING CONTRACT FOR
			Total: 10000.00

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

F9=Print

Purchase Requisition - Item Information

Last Updated June 26, 2009 at 10:44am

Line number 1
Item desc STUDY OF HUMAN RESOURCES 1/1/09-9/30/09
Vendor part #
Commodity 952 HUMAN SERVICES
Sub-com A98 WORK FORCE DEVELOPMENT
Item # 00076
Ship to NS HUMAN SERVICES ADMIN SVCS
Quantity 10,000.00
Order UOM DOL DOLLAR
Cost code N NOT APPLICABLE
Unit cost 1.0000
Account # 00158916116294
Project
Purchase order

Press Enter to continue.

F8=Extended Description

F12=Cancel

F14=Work orders



**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: June 16, 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: UT Ray Marshall Center 2009 interlocal agreement

Proposed Motion:

Consider and take appropriate action to approve an amendment adding \$10,000 to the interlocal agreement for workforce development evaluation services with the University of Texas Ray Marshall Center for the Study of Human Resources.

Summary and Staff Recommendations:

The primary focus of this contract is to assess the impact of Travis County's investment in the Workforce Solutions Rapid Employment Model (REM) by using state and federal data to track employment. The REM provides a variety of occupation specific training that can be completed in 6 weeks or less followed by placement assistance and post-placement support for participants. The target populations for these services are felony offenders released from state facilities, as well as Food Stamp and TANF (Temporary Assistance for Needy Families) recipients.

The focus is on evaluating the REM to determine the following:

- What services are provided and to whom?
- How closely does the service delivery process adhere to the project design?
- How many participants are served?
- How effective is the model as measured by
reduced time unemployed,
reduced unemployment insurance payments and other public assistance,

employment retention, and increased earnings?

- How do key participant outcomes compare to those for similar, nonparticipating individuals?
- Which skills training services are most effective for graduates and why?
- What changes can be made to services/treatments to improve outcomes for participants?

The Ray Marshall Center also uses state and federal data to track employment through other workforce development programs funded by Travis County. These programs are operated by the Austin Academy, Austin Area Urban League, American YouthWorks, Capital IDEA, Crime Prevention Institute, Goodwill Industries of Central Texas, and Skillpoint Alliance. The Ray Marshall Center measures the results of these programs in terms of the number of clients completing training, number placed in employment, wages earned and other outputs/outcomes that can be determined largely through linked administrative data.

This amendment adds \$10,000 in one-time funding from the FY'09 budget to expand the evaluation component of the contract to include:

- outcome and impact evaluations on two additional workforce development programs funded through the recently completed RFS (Workforce Solutions-Gainful Employment Model and Ventana del Soul); and
- adds a return-on-investment analysis component.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

The 2009 contract started at \$18,400. This amendment brings the total to \$28,400. The contract follows the calendar year. The contract number is IL060254RE.

Issues and Opportunities:

UT provides evaluation services to assess the impact of local investments in workforce development.

Background:

The latest evaluation reports continued to find positive outcomes and impacts of our investments in workforce development. The pre- and post-service comparison found employment rates for participants that were 43% higher after receiving services, and earnings that were 30% higher. The impact analysis designed to assess the value added by these services found that when all other factors were relatively equal, participants in all the programs that we fund have higher rates of employment. Also, two workforce development programs (Workforce Solutions REM and Capital IDEA) show meaningful increases in earnings. We continue to utilize these results, as well as process findings, to inform our efforts to refine our investments to create the greatest impact for local residents.

Cc: 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

ISSUED BY: *Last Updated: June 26, 2009 at 10:44am*
 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 28, 2009

ISSUED TO:
 The University of Texas at Austin
 Office of Sponsored Projects
 North Office Bldg. Suite 101 E
 27th Street
 Austin, Texas 78712

MODIFICATION NO.:
5

EXECUTED DATE OF ORIGINAL CONTRACT:
June 1, 2006

ORIGINAL CONTRACT TERM DATES: June 1, 2006-December 31, 2007

CURRENT CONTRACT TERM DATES: January 1, 2009-December 31, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$45,999.00

Current Modified Amount: \$28,400.00

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

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

1. Contract funds are increased from \$18,400 to \$28,400, an increase of \$10,000.
2. Substitute Attachment A-09 "Work Statement Performance Measures and Budget" with the attached Exhibit 1 "Amended Attachment A-09 2009 Renewal Term Work Statement, Performance Measures and Budget".
3. The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.

Note to Vendor:

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

LEGAL BUSINESS NAME: THE UNIVERSITY OF TEXAS AT AUSTIN

BY: *Jeanette Holmes*
 SIGNATURE

BY: Jeanette Holmes
 PRINT NAME
Associate Director
Office of Sponsored Projects
 TITLE:
 ITS DULY AUTHORIZED AGENT

- DBA
- CORPORATION
- OTHER

DATE:
JUN 17 2009

TRAVIS COUNTY, TEXAS

BY: *Cyd V. Grimes*
 CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:
6/19/09

TRAVIS COUNTY, TEXAS

BY: _____
 SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT BETWEEN
TRAVIS COUNTY AND
THE UNIVERSITY OF TEXAS AT AUSTIN
RAY MARSHALL CENTER FOR THE STUDY OF HUMAN RESOURCES
(2009 Renewal Term)

This Amendment of Interlocal Cooperation Agreement ("Amendment") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and The University of Texas at Austin, Ray Marshall Center for the Study of Human Resources, an agency of the State of Texas and institution of higher education ("Contractor").

RECITALS

County and Contractor entered into an agreement to provide services related to workforce development ("Agreement") the Initial Term of which began June 1, 2006, and terminated December 31, 2006 ("Initial Agreement Term").

Under the Agreement, Contractor agreed to provide personal and professional services related to workforce development in accordance with the terms of the Agreement, thus providing services which further a public purpose.

The Agreement provides for renewal and amendment of the Agreement by the written agreement of the Parties.

The Parties have previously extended and amended the Agreement to continue, as amended, through December 31, 2009.

The Parties desire to make certain changes to the Agreement to provide additional funding and add services to be provided by Contractor.

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 AGREEMENT TERM

1.1 **2009 Renewal Term.** The Parties hereby agree that this Amendment applies to performance of the Agreement during the 2009 Renewal Term beginning January 1, 2009, and continuing through December 31, 2009 ("2009 Renewal Term"), unless sooner terminated pursuant to the terms of the Agreement, as amended.

2.0 ENTIRE AGREEMENT

2.1 **Attachments.**

2.1.1 The Parties agree to amend Agreement by deleting the current Section 4.2.1.1, "Attachment A-09," and substituting the amended Section 4.2.1.1, "Amended Attachment A-09."

2.1.2 All other Attachments not amended pursuant to this Amendment shall remain in full force and effect. The "Amended Attachment A-09" referred to in this Section 2.1 is included in this Amendment as Exhibit 1, and is hereby made a part of the Agreement, as amended, and constitutes promised performances by Contractor in accordance with the terms of the Agreement, as amended.

3.0 AGREEMENT FUNDS

3.1 **Maximum Funds.** Amend Section 13.1, "Maximum Funds," by adding the following:

13.1-09-Amendment - Maximum Funds - 2009Renewal Term. Subject to the requirements of this Agreement, as amended, in consideration of full and satisfactory performance of the services and activities provided by Contractor under the terms of this Agreement, as determined by County, County shall provide Agreement Funds not to exceed the following amount during the 2009 Renewal Term:

\$28,400.00

The Parties understand and agree that the \$10,000 increase in County funds provided under this Amendment is from one-time funds only in the County Fiscal Year 2009 budget.

3.2 **Fiscal Year Limitations on Funding.** Amend Section 13.1.2(a) by adding the following:

13.1.2(a)-09 During the 2009 Renewal Term, the fiscal year limitations under 13.1.2(a) shall be:

(i) January 1, 2009 - September 30, 2009 (84% of Total)

\$ 23,800.00

(ii) October 1, 2009 - December 31, 2009 (16% of Total)

\$ 4,600.00

All other provisions of Section 13.1.2(a) not specifically changed herein shall remain in full force and effect.

4.0 INCORPORATION

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

5.0 EFFECTIVE DATE

5.1 This Amendment is effective June 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.

EXHIBIT 1

Amended Attachment A-09
2009 Renewal Term Work Statement,
Performance Measures and Budget

Travis County ("County") and The University of Texas at Austin -
Ray Marshall Center for the Study of Human Resources ("Center")

ATTACHMENT A-09

2009 RENEWAL TERM
WORK STATEMENT, PERFORMANCE MEASURES AND BUDGET

Travis County ("County") and The University of Texas at Austin -
Ray Marshall Center for the Study of Human Resources ("Center")

I. PURPOSE

A. General Purpose. Center will provide consulting and evaluation services under the terms of this Agreement to evaluate the impact of local investments in workforce development.

B. Approach. In order to accomplish the Purpose of this Agreement, Center will conduct an outcomes and impact evaluation of selected workforce development services funded by Travis County.

II. OVERVIEW OF EVALUATION. Activities which will be conducted by Center include the following:

A. Rapid Employment Model.

1. General Description. An outcome and impact evaluation of the The Rapid Employment Model Project ("Project") that was initiated by Travis County as a collaborative effort of the County and *Workforce Solutions - Greater Area Workforce Board* to decrease the amount of time an individual is out of work.

(a) Key Evaluation Questions. Key evaluation questions include:

- How effective is the model as measured by:
 - reduced time unemployed,
 - reduced unemployment insurance payments,
 - increased eligibility for UI benefits,
 - employment retention, and
 - increased earnings?

- How do key participant outcomes compare to those for similar, nonparticipating individuals?

- Which skills training services are most effective for graduates and why?

- What changes can be made to services/treatments to improve outcomes for Participants?

(b) Outcome Evaluation. Center will document Project results in terms of the number of clients completing training, number placed in employment, wages earned and other outputs/outcomes that can be determined largely through linked administrative data.

(c) Impact Evaluation. Center evaluators will use a quasi-experimental design to match REM clients with similar individuals receiving other workforce services available in the region. By comparing the employment outcomes and receipt of UI and public benefits between participants and non-participants, evaluators will estimate the impacts of REM. In addition, evaluators will compare outcomes for REM participants in different occupational training programs to determine which may have been more effective at connecting participants to employment.

(d) Information. Information for this outcome evaluation on REM participants in 2006, 2007, and 2008 will come from:

- Administrative database maintained by each Provider
- The Texas Workforce Information System of Texas ("TWIST")
- Unemployment Insurance ("UI") wage records
- Unemployment Insurance ("UI") claim records
- Other sources, such as TANF and Food Stamp records

B. Other Workforce Development Services

1. Outcome Evaluation: Center will replicate the approach described above in part II.A.1. (b) to evaluate outcomes of other workforce development services purchased by Travis County, including:

- a. Austin Academy
- b. Austin Area Urban League
- c. American YouthWorks
- d. Capital IDEA
- e. Crime Prevention Institute
- f. Goodwill Industries of Central Texas – Ready to Work
- g. Skillpoint Alliance – Construction Gateway
- h. Workforce Solutions – Gainful Employment Model (GEM)
- i. Ventana del Soul

Note: Center will only begin data collection on GEM and Ventana del Soul participants in 2009. The outcomes evaluation will require several quarters of post-service data for analysis.

2. Impact Evaluation: The impact analysis component will employ a quasi-experimental design comparing key outcomes of interest for each group to gauge the impact of workforce development services. By comparing employment and earnings outcomes and receipt of and eligibility for UI benefits and public benefits between participants and non-participants, evaluators will estimate the impacts of these workforce services.

C. Other Activities

- 1. Center researchers also will explore the feasibility and cost of alternative approaches for measuring employment and earnings for self-employed individuals.
- 2. Center researchers will explore measurement and other issues involved with adding a return-on-investment (ROI) analysis component to the existing impact evaluations of REM and other workforce development services.

III. TASKS AND TIMELINES. Additional tasks and applicable timelines are as follows:

A. Finalization. Center will finalize the Project work plan and timeline, which includes any changes to the following:

- 1. Report templates and the analysis plan with the approval of County.
- 2. Definitions of outcome measures with the approval of County.

3. Protocols for the collection and transmittal of data.

B. Data. For relevant data, Center will:

1. Establish and maintain data linkages with state and other administrative databases to track participants and create comparison group(s);
2. Collect data and prepare research files for analysis; and
3. Analyze data collected.

C. Draft Report. Center will:

1. Prepare the draft evaluation report; and
2. Submit the draft to County for review and comment.

D. Briefing. Center will brief County and service providers on evaluation findings and recommendations.

E. Final Report. Center will prepare and disseminate the final evaluation report incorporating comments as necessary and appropriate as determined by County.

IV. DELIVERABLES. Center will provide the following deliverables by the due dates indicated below. (These dates are estimates and may be affected by delays in getting access to certain data and other unforeseen events.)

<u>Deliverable</u>	<u>Date</u>
Expanded Work Plan	June 2009
Preliminary Findings	July 2009
Draft Evaluation Report	November 2009
Final Evaluation Report	December 2009
Provider Briefing	December 2009

V. BUDGET**A. Direct Costs**

Salaries	\$ 17,556
Fringe @ 24%	4,213
Data Purchases*	1,750
<u>Supplies**</u>	<u>1,177</u>
Total Direct Costs	\$24,696

***Data Purchases** include cost to access and obtain Unemployment Insurance wage and claim records from TWC for tracking of employment, retention, earnings and benefit receipt of program clients.

****Supplies** include cost of office supplies and other consumables.

B. Indirect Costs

Indirect Costs @ 15%	\$3,704
----------------------	---------

AGREEMENT TOTAL: **\$28,400**

C. Payment Schedule

Payments will be made based upon receipt of deliverables by County as follows:

<u>Deliverable</u>	<u>% of Total</u>	<u>Cost</u>	<u>Indirect Cost</u>
Work Plan	20%	\$4,939.20	\$740.80
Preliminary Findings	20%	\$4,939.20	\$740.80
Draft Report	20%	\$4,939.20	\$740.80
Final Report	20%	\$4,939.20	\$740.80
Provider Briefing	20%	\$4,939.20	\$740.80
TOTAL:	100%	\$24,696.00	\$3,704.00



Last Updated: June 26, 2009 at 10:44am

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

26

Approved by: _____

M. Bruce 6.25.09

Voting Session: Tuesday, June 30, 2009

REQUESTED ACTION: APPROVE CONTRACT FOR ANNUAL INDEPENDENT EXTERNAL AUDIT SERVICES TO LOCKART, ATCHLEY & ASSOCIATES, LLP. (AUDITOR'S OFFICE)

Points of Contact:

Purchasing: Michael Long

Department: AUDITOR'S OFFICE, Diana Warner, Nicki Riley, Kimberly Walton

County Attorney (when applicable): Barbara Wilson

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: CSCD, Donna Farris; JUVENILE PROBATION, Sylvia Mendoza

RECEIVED
COUNTY JUDGES' OFFICE
9 JUN 25 PM 2:15

- **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.

Approval of this contract will allow for annual independent external audit services for Travis County and for program specific grant audits of Community Supervision and Corrections Department ("CSCD") and Juvenile Probation department. Contractor will audit Travis County, the Juvenile Probation grant funds' and the CSCD grant funds' financial statements for the fiscal year 2009, with the option of auditing their financial statements for each of the (4)four subsequent fiscal years.

A separate contract for Travis County Corporations is in process and will be presented for Court approval in the near future.

➤ **Contract-Related Information:**

Award Amount: The first annual contract period for this contract commences on July 1, 2009. The fees for fiscal year 2009 audit are as follows:

2009 Fees	\$184,425	Expenses limited to \$1,000 (County)
	\$23,875	Expenses limited to \$500 (CSCD)
	\$15,685	Expenses limited to \$500 (Juvenile Probation)

Last Updated June 26, 2009 at 10:44am

The Contract shall automatically renew on July 1 of each year for an additional annual contract period for a maximum total contract period of (5) five years. It includes the following fees and expenses for each fiscal year audit that the parties have negotiated in advance.

2010 Fees	\$193,075	Expenses limited to \$1,000 (County)
	\$25,000	Expenses limited to \$500 (CSCD)
	\$16,415	Expenses limited to \$500 (Juvenile Probation)
2011 Fees	\$200,575	Expenses limited to \$1,100 (County)
	\$26,000	Expenses limited to \$525 (CSCD)
	\$17,085	Expenses limited to \$525 (Juvenile Probation)
2012 Fees	\$212,000	Expenses limited to \$1,100 (County)
	\$27,475	Expenses limited to \$525 (CSCD)
	\$18,070	Expenses limited to \$525 (Juvenile Probation)
2013 Fees	\$220,650	Expenses limited to \$1,200 (County)
	\$28,600	Expenses limited to \$550 (CSCD)
	\$18,800	Expenses limited to \$550 (Juvenile Probation)

Contract Type: Annual Contract with automatic renewals for a maximum total contract period of (5) five years.

Contract Period: From beginning of interim review of FY 09 records to issuance of audit report for FY 09. Renewable for (4) four years through Fiscal year ending September 30, 2013 for County and fiscal year ending August 31, 2013 for CSCD and Juvenile Probation.

Solicitation-Related Information:

Solicitations Sent: <u>NA</u>	Responses Received:
HUB Information: <u>Not Applicable</u>	% HUB Subcontractor: <u>N/A</u>

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s) 001 1000 521 4005 (County)

001 4510 593 4005 (Juvenile Probation)

042 3920 585 4005 (CSCD)

Comments:

➤ **Statutory Verification of Funding:**

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

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: Purchasing Office DATE: June 24, 2009
FOR: Cyd Grimes, Purchasing Agent
FROM: Diana Warner, First Assistant County Auditor *Diana*
RE: Annual Independent External Audit Services contract

We recommend that the Commissioners Court approve the contract with Lockart, Atchley & Associates, LLP ("LA&A") to perform the annual independent external audit services for Travis County.

LA&A has informed us that they are one of the larger local firms in the Austin area and several of their partners and many of their employees have national firm experience. The firm has stated in their proposal that the partner, manager, and supervisor to be assigned to the County's audit have served in similar capacities on audits of other governmental and non-profit organizations.

Based on LA&A's proposal and discussions with the partner and manager to be assigned to the Travis County audits, we believe this firm can perform the annual audit services requested and within the timeframe required for the County to meet its reporting deadlines. In addition, we have reviewed the proposed annual fees and rates for the County and they appear to be reasonable and appropriate for the professional auditing services to be performed.

CSCD and the Juvenile Probation department have reviewed the contract for those sections applicable to the grant specific annual audits.

Funds have been encumbered in the following accounts for the external audit services that are estimated to be performed in fiscal year 2009 under this contract:

Entity	Professional Services – Auditing line items	FY09 Amount encumbered
County	001.1000.521.40.05	\$ 36,885
CSCD	042.3920.585.40.05	\$ 4,775
Juvenile Probation	001.4510.593.40.05	\$ 3,137

In addition, PBO has confirmed that the FY10 Preliminary Budget will include the remaining contract amount for the services to be performed in FY10 as it relates to the County's FY09 annual financial audit.

If you have any questions, please call me at ext. 49125.

Account Balance Inquiry

Account last updated June 26, 2009 at 10:44am 1-1000-521.40-05

Fund : 001 GENERAL FUND
 Department : 10 GENERAL ADMINISTRATION
 Division : 00 NON DIVISIONAL
 Activity basic : 52 GENERAL GOVERNMENT
 Sub activity : 1 COMMISSIONR'S CT GEN ADMN
 Element : 40 PROFESSIONAL SERVICES
 Object : 05 AUDITING

Original budget :	199,800	
Revised budget :	211,184	10/01/2008
Actual expenditures - current . . . :		.00
Actual expenditures - ytd :	171,386.34	
Unposted expenditures :		.00
Encumbered amount :		.00
Unposted encumbrances :		.00
Pre-encumbrance amount :	36,885.00	
Total expenditures & encumbrances:	208,271.34	98.6%
Unencumbered balance :	2,912.66	1.4

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

Account Balance Inquiry

Account number 42-3920-585.40-05
Last updated June 26, 2009 at 10:44:12

Fund : 042 COMMUNITY SUPERVSN & CORR
Department : 39 COMMUNITY SUPERV & CORR
Division : 20 BASIC SUPERVISION
Activity basic : 58 CORRECTNS & REHABILITATN
Sub activity : 5 COMMUNITY SUPERV & CORR
Element : 40 PROFESSIONAL SERVICES
Object : 05 AUDITING

Original budget :	0	
Revised budget :	25,000	12/16/2008
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd :	19,980.00	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	4,775.00	
Total expenditures & encumbrances:	24,755.00	99.0%
Unencumbered balance :	245.00	1.0

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

Account Balance Inquiry

Account last updated June 26, 2009 at 10:44am 1-4510-593.40-05

Fund : 001 GENERAL FUND
 Department : 45 JUVENILE PROBATION
 Division : 10 ADMINISTRATION
 Activity basic : 59 JUSTICE SYSTM (JUV SRVCS)
 Sub activity : 3 JUVENILE PROBATION
 Element : 40 PROFESSIONAL SERVICES
 Object : 05 AUDITING

Original budget :	0	
Revised budget :	18,534	10/06/2008
Actual expenditures - current :	.00	
Actual expenditures - ytd :	15,295.00	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	3,137.00	
Total expenditures & encumbrances:	18,432.00	99.4%
Unencumbered balance :	102.00	0.6

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

Requisition number: 0000474204 Buyer Processing

09:02:20

Type information, press Enter.

Type (F4) 1 PURCHASE REQUISITION
Reason AUDIT FEES
Requested By BRENDA SASAKI 854-4610 Entered By: SASAKIB
Date 062209
Vendor#/name (F4) TO BE DETERMINED
Search type B=Begins with, C=Contains

Contract nbr (F4)
Ship to (F4) S5 ADULT PROBATION
Deliver by date 062509
Fiscal year code C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

1=Select for P.O. 2=Change 4=Delete 8=Extended description 9=Quotes

Opt Line#	Quantity	UOM	Description
1	4775.00	DOL	FY 09 AUDIT
			VENDOR TO BE DETERMINED

Total: 4775.00

F3=Exit F4=Prompt F7=Alternate view
F8=Req quotes F9=Generate P.O. F12=Cancel F24=More keys

Requisition number: 0000474209 Buyer Processing

09:02:31

Type information, press Enter.

Type (F4) 1 PURCHASE REQUISITION
Reason NEW AUDIT CONTRACT
Requested By GWEN CARROLL, 854-7002 Entered By: CARROLG
Date 062209
Vendor#/name (F4) TBD
Search type B=Begins with, C=Contains

Contract nbr (F4)
Ship to (F4) GB GARDNER-BETTS JUVEN JUSTI
Deliver by date 062209
Fiscal year code C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

1=Select for P.O. 2=Change 4=Delete 8=Extended description 9=Quotes

Opt Line#	Quantity	UOM	Description
1	3137.00		DOL CONTRACT FOR NEW AUDIT

Total: 3137.00

F3=Exit F4=Prompt F7=Alternate view
F8=Req quotes F9=Generate P.O. F12=Cancel F24=More keys

Purchase Requisition

Number Last Updated June 26, 2009 at 10:40am 000474214
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : AUDIT FEES FOR FY09
 By : JACKIE CASIAS/854-9133
 Date : 6/22/09
 Vendor : TO BE DETERMINED
 Contract nbr :
 Ship to : CJ COUNTY JUDGE
 Deliver by date : 6/23/09
 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	36885.00	DOL	EXTERNAL AUDIT 20% OF THE CONTRACT TO BE FUNDED FROM FY09, THE REMAINING TO BE FUNDED FROM FY10 BUDGET.

COMMENTS EXIST Total: 36885.00
 F3=Exit F7=Alternate view F9=Print
 F10=Approval info F12=Cancel F20=Comments

- DRAFT -

**EXTERNAL AUDITING CONTRACT
BETWEEN LOCKART, ATCHLEY & ASSOCIATES, L.L.P. AND
TRAVIS COUNTY AND
TRAVIS COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT AND
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT
FOR FISCAL YEARS 2009-2013**

This contract is entered into by the following parties:

Travis County, a political subdivision of Texas ("County"), and

Travis County Community Supervision and Corrections Department ("CSCD"), and

Travis County Juvenile Probation Department, ("Juvenile Probation"), and

Lockart, Atchley & Associates, L.L.P., a firm of certified public accountants, that is a registered limited liability partnership under the laws of the State of Texas ("Contractor").

RECITALS

County, through the Commissioners Court desires Contractor to express an opinion on the fair presentation of its basic financial statements in conformity with a comprehensive basis of accounting consistent with State Law.

As required under the Texas Government Code, Chapter 2256, Public Funds Investment Act, County, through the Commissioners Court also desires Contractor, in conjunction with the annual financial audit, to report on the County's internal control over financial reporting including investments and on its compliance with certain provisions of laws, regulations, contracts, and grant agreements.

County is entering into this contract with Contractor to audit its financial statements for the fiscal year ending September 30, 2009, and for each of the four subsequent fiscal years.

CSCD is entering into this contract with Contractor to audit its financial statements of the basic supervision, diversion community corrections and TAIP programs for the fiscal year ending August 31, 2009, and for each of the four subsequent fiscal years.

Juvenile Probation is entering into this contract with Contractor to audit the financial statements of the Texas Juvenile Probation Commission Grant Funds as administered and managed by Juvenile Probation in accordance with generally accepted

auditing standards and Government Auditing Standards as prescribed by the Texas Juvenile Probation Commission, to determine compliance with the provisions of the Texas Juvenile Probation Commission State Financial Assistance Contract for the year ended August 31, 2009, and for each of the four subsequent fiscal years.

The Travis County Healthcare District, the discretely presented component unit of the County, is audited by other auditors whose report will be provided to the Contractor each fiscal year.

Commissioners Court may exempt personal and professional services from complying with the competitive procurement process under TEX. LOC. GOV'T CODE ANN., § 262 et seq. Except as otherwise provided herein, Contractor will provide professional services.

AGREEMENT

The parties agree to the terms and conditions stated in this contract.

1.0 GENERAL DEFINITIONS

1.1 "Annual Audit Services" means the work related to the annual audit of County, the Texas Juvenile Probation Commission Grant Funds of Travis County, Texas, and CSCD which includes the following:

1.1.1 performing a yearly external audit of the financial statements of County, CSCD, and Juvenile Probation as described in the applicable engagement letter and in the manner described in Attachment A and Attachment B,

1.1.2 reporting on internal control over financial reporting including investments and on compliance with certain provisions of laws, regulations, contracts, and grant agreements,

1.1.3 auditing County includes up to eight Major Funds,

1.1.4 reporting on internal control and compliance with requirements applicable to each major grant program, up to six Major Grant Programs for County,

1.1.5 complying with the timelines stated in section 6 of Attachment A,

1.1.6 performing the audit in accordance with generally accepted auditing standards and generally accepted government auditing standards,

1.1.7 for the CSCD audit, complying with standards established by the Texas Department of Criminal Justice as stated in its "Financial Management Manual for CJAD Funding", and

1.1.8 for the Juvenile Probation audit, complying with standards established by the Texas Juvenile Probation Commission State Financial Assistance Contract.

1.2 "Annual Contract Period" means the interval, which begins on July 1 and ends on the later of June 30 or the date on which the Annual Audit Services have been

performed for the fiscal year ending during that interval unless earlier terminated by either party as provided in this contract.

1.3 "Additional Services" means the work described in any modification to this contract.

1.4 "Auditor" means the Travis County Auditor or her designee.

1.5 "Commissioners Court" means Travis County Commissioners Court.

1.6 "Contracting Entity" means any one of Travis County, Texas or Travis County Community Supervision and Corrections or Travis County Juvenile Probation Department based on the entity for which the Services are being performed which is also the entity that is liable for the cost of the Services.

1.7 "Contracting Entity Building" means any Contracting Entity owned buildings and does not include buildings leased by the Contracting Entity.

1.8 "Expenses" means long distance telephone, facsimile, photocopies, and supplies and does not include costs of travel.

1.9 "TJPC" means Texas Juvenile Probation Commission.

1.10 "Engagement Letter" means Attachments C1, D1, and E1 for Fiscal Year 2009 and similar documents that may be incorporated into this contract annually through a written modification signed by both parties.

1.11 "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:

1.11.1 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

1.11.2 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.

1.12 "Major Fund" means a governmental or enterprise fund reported as a separate column in the basic fund financial statements. This definition includes a discretely presented component unit that would be reported as a separate column in the basic financial statements.

1.13 "Major Grant Program" has the definition in OMB Circular A-133 and the State of Texas Uniform Grant Management Standards and the related State Single Audit circular and any circulars that revise or replace those circulars.

1.14 "Project Manager" means Travis County Auditor.

1.15 "Purchasing Agent" means the Travis County Purchasing Agent.

1.16 "Services" means the Annual Audit Services and Additional Services.

1.17 "Other Comprehensive Basis of Accounting" or "OCBOA" means a basis of accounting that complies with the provisions of Statement on Auditing Standards ("SAS") No. 62, *Special Reports*, which states that a comprehensive basis of accounting other than generally accepted accounting principles ("OCBOA") is one of the following:

1.17.1 A basis of accounting that the reporting entity uses to comply with the requirements or financial reporting provisions of a governmental regulatory agency to whose jurisdiction the entity is subject;

1.17.2 A basis of accounting that the reporting entity uses or expects to use to file its income tax return for the period covered by the financial statements;

1.17.3 The cash receipts and disbursements basis of accounting, and modifications of the cash basis having substantial support, such as recording depreciation on fixed assets or accruing income taxes; or

1.17.4 A definite set of criteria having substantial support that is applied to all material items appearing in financial statements, such as the price-level basis of accounting.

1.18 "State Law" means the statutes and constitution of the State of Texas applicable to the provisions of the Services including those authorizing counties to select the basis of accounting that produces financial statements that are fairly presented, and provides a statutory basis of accounting for use when appropriate.

2.0 ANNUAL CONTRACT PERIOD

2.1. The first Annual Contract Period for this contract commences on July 1, 2009. If Commissioners Court fails to provide funding for this contract during the adoption of budget for a fiscal year, the Contracting Entity may terminate the contract as provided in Section 20.0.

2.2. This contract shall automatically renew on July 1 each year, for an additional Annual Contract Period for a maximum total contract period of five years unless this contract is terminated before the end of the preceding Annual Contract Period pursuant to the other termination provisions in this contract.

2.3 Each Contracting Entity is purchasing audit services related to the Contracting Entity's fiscal year. If this contract expires, its provisions and conditions continue in full force and effect until the initiated audit services are complete.

3.0 CONTRACTOR GENERAL SERVICES

3.1 During each Annual Contract Period, Contractor shall perform, in a timely manner, the Services in compliance with its terms and conditions and in compliance with the assurances, certifications, and all other statements made by Contractor in Attachment B and all subsequent proposals for Additional Services which are incorporated into this contract through modifications.

3.2 Time is of the essence in this contract. Contractor shall perform all Services in a professional manner, at a standard acceptable for similar services in Travis County and in a prompt and efficient manner.

3.3 Upon request of a Contracting Entity, Contractor shall report at regularly scheduled meetings of the Commissioners Court, District Judges, Juvenile Probation or CSCD, whichever is applicable, on the status, progress, and general nature of the work performed to that date under this contract.

3.4 Upon reasonable notice, Contractor shall be available to the Commissioners Court (or its voted designees), Travis County District Judges (or their voted designees), CSCD (or designees), Juvenile Probation (or designees) or County Auditor at any time for questions with respect to that Contracting Entity's Annual Audit Services being performed under this contract during normal business hours.

3.5 Contractor shall deliver all reports and other deliverables in both hard copy and computer readable form to the Project Manager. The computer readable form for text must be in Microsoft Word 2003 or more recent release. The computer readable form for other deliverable items, such as charts, must be in Microsoft Excel 2003 or more recent release.

3.6 Contractor must pay all applicable taxes and license fees due to the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.

3.7 Disbursements to persons with outstanding Debt are prohibited by section 154.045 of the Texas Local Government Code.

3.7.1 In section 3.7, "Debt" means delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.

3.7.2 If notice of Debt has been filed with the County Auditor or County Treasurer evidencing a Debt of Contractor to the State, County, CSCD, Juvenile Probation or a salary fund, a check may not be drawn on a County fund that is payable to Contractor, or its agent or assignee, until:

3.7.2.1 the County Treasurer notifies Contractor in writing that the Debt is outstanding; and

3.7.2.2 the Debt is paid.

3.7.3 County may apply any funds Contracting Entity owes Contractor to the outstanding balance of Debt for which notice is made under section 3.7.2.1, if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding Debt.

3.8 ADDITIONAL SERVICES

3.8.1 Assistance with Debt Issuance. If the Contractor is required at the request of County's fiscal advisor or County's underwriter as relayed through the County Auditor to issue a "comfort letter" as the independent auditor in connection with the sale of debt securities which will contain the basic financial statements and the Contractor's report thereon, Contractor shall not perform these services until it has requested and received approval of a modification for Additional Services related to reimbursement for its professional time and expenses.

3.8.2 Litigation Assistance to County. If Contractor is requested or authorized by the Contracting Entity or is required by the Contracting Entity to produce its documents or its personnel with respect to its work under this contract in relation to any civil administrative or legal process in which Contractor is not a party and Contracting Entity is a party, without regard to whether it is plaintiff or defendant, Contractor shall not perform these services until it has requested and received approval of a modification for Additional Services related to reimbursement for its professional time and expenses, which in appropriate circumstances may include the fees and expenses of legal counsel to the extent that these are reasonable based on the type and complexity of legal assistance needed in the circumstances.

3.8.3 Assistance to County's Adversary in Litigation. If Contractor is required by law or court order to produce its documents or its personnel with respect to its work under this contract to any party adverse to County in relation to any civil administrative or legal process in which Contractor is not a party and Contracting Entity is a party, without regard to whether it is plaintiff or defendant, Contractor shall allow Contracting Entity to provide such legal assistance as it deems appropriate for the purpose of removing any obligation for Contractor to produce its documents or its personnel. If Contractor continues to have a legal obligation to produce its documents or its personnel, Contractor shall not perform these services until it has requested and received approval of a modification for

Additional Services related to reimbursement for its professional time and expenses, which in appropriate circumstances may include the fees and expenses of legal counsel to the extent that these are reasonable based on the type and complexity of legal assistance needed in the circumstances. County shall not unreasonably withhold its approval.

3.8.4 Appearance in Third Party Litigation. If Contractor is requested or authorized by the Contracting Entity to produce its documents or its personnel as witnesses with respect to its work under this contract in relation to any civil administrative or legal process in which neither Contractor nor Contracting Entity is a party, Contractor shall allow Contracting Entity to provide such legal assistance as it deems appropriate for the purpose of removing any obligation for Contractor to produce its documents or its personnel. If Contractor continues to have a legal obligation to produce its documents or its personnel, Contractor shall not perform these services until it has requested and received approval of a modification for Additional Services related to reimbursement for its professional time and expenses, which in appropriate circumstances may include the fees and expenses of legal counsel to the extent that these are reasonable based on the type and complexity of legal assistance needed in the circumstances. County shall not unreasonably withhold its approval.

3.8.5 Response to Requests from Federal and State Auditors. If Contractor is requested or authorized by the Contracting Entity or is required by the Contracting Entity to produce its documents or its personnel with respect to its work under this contract in relation to requests from state or federal auditors and similar persons, Contractor shall not perform these services until it has requested and received approval of a modification for Additional Services related to reimbursement for its professional time and expenses, which may not include the fees and expenses of legal counsel. County shall not unreasonably withhold its approval.

3.8.6 Appearance in Criminal Proceedings. If Contractor is requested or required by government regulation, subpoena, or other legal process to produce its documents or its personnel with respect to its work under this contract in relation to any criminal legal process, Contractor acknowledges that it would be appearing as a fact witness and these services shall not be considered as eligible for Additional Services under this contract.

3.9 CONTRACTOR INSURANCE REQUIREMENTS. Contractor shall have, and shall require all subcontractors providing Services under this contract to have insurance meeting the general requirements in sections 3.9.1 through 3.9.5 inclusive. Depending on Services provided by Contractor and/or any subcontractor(s), supplemental insurance requirements or alternate insurance options shall be imposed as follows:

3.9.1 General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to any subcontractor(s) performing Services pursuant to this contract. Contractor acknowledges and agrees to the following general insurance requirements applicable to Contractor and any subcontractor(s):

3.9.1.1 The minimum types and limits of insurance and associated endorsements that are stated in section 3.9.2 shall be maintained throughout the duration of the contract. Contractor shall not allow any insurance to be cancelled or lapse during any term of this contract unless equivalent replacement insurance is in effect before the cancellation or lapse date. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced.

3.9.1.2 Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

3.9.1.3 Prior to commencing work under this contract, the required insurance shall be in force.

3.9.1.4 Certificates of insurance shall be issued by the writing agent or carrier and shall show the Travis County contract number, and all deductibles, self-insured retention, and all endorsements shall be identified by Texas Department of Insurance number.

3.9.1.5 Insurance required in sections 3.9.2.2 and 3.9.2.3 shall be considered primary for all claims.

3.9.1.6 Insurance limits in section 3.9.2 may be written as combined single limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

3.9.1.7 Contractor shall be responsible for all premiums, deductibles and self-insured retention.

3.9.2 Specific Requirements - Contractor agrees to the following specific insurance requirements applicable to Contractor and subcontractor(s):

3.9.2.1 Workers' Compensation and Employers' Liability Insurance.

Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act. Employers' Liability limits are:

- \$250,000 bodily injury each accident
- \$250,000 bodily injury by disease
- \$500,000 policy limit

Policies under section 3.9.2.1 shall apply to State of Texas and include the following endorsements in favor of Travis County:

- a. Waiver of Subrogation (Form 420304)
- b. Thirty (30) day Notice of Cancellation (Form 420601)

3.9.2.2 Commercial General Liability Insurance. Minimum limits are:
\$500,000 per occurrence for coverage A and B with a
\$1,000,000 policy aggregate

The Policy under section 3.9.2.2 shall contain or be endorsed as follows:

- a. Blanket contractual liability for this contract
- b. Independent Contractor Coverage

The Policy under section 3.9.2.2 shall also include the following endorsements in favor of Travis County:

- a. Waiver of Subrogation (Form CG 2404)
- b. Thirty (30) day Notice of Cancellation (Form CG 0205)
- c. Travis County named as additional insured (Form CG2010)

3.9.2.3 Business Automobile Liability Insurance. If any form of transportation for County is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence. Policy shall also include the following endorsements in favor of Travis County:

- a. Waiver of Subrogation (Form TE 2046A)
- b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
- c. Travis County named as additional insured (Form TE 9901B)

3.9.2.4 Alternative Automobile Insurance Requirement. If NO transportation Services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites by Contractor, evidence of Personal Auto Policy coverage with limits of \$100,000/\$300,000/\$50,000 may be provided instead of Business Automobile Liability Insurance.

3.9.2.5 Professional Liability Insurance. If coverage is written on a claims made policy, the retroactive date shall be prior to the date Services begin under this contract. Coverage shall include a three (3)-year extended reporting period from the date this contract expires or is terminated. Certificate of insurance shall clarify coverage of claims made and shall contain both the retroactive date of coverage and the extended reporting period date. Minimum limits are:

\$1,000,000 per claim,
\$3,000,000 policy aggregate

The policy under section 3.9.2.5 shall include the following endorsements in favor of Travis County

- a. Thirty (30) day Notice of Cancellation (Form TE 0202A)

3.9.3 County reserves the right to review insurance requirements during any Annual Contract Period and to require that Contractor make reasonable adjustments when the scope of Services has been expanded.

3.9.4 County shall be entitled, upon its request and at its expense, to receive certified copies of policies and endorsements.

3.9.5 Insurance coverage specified in this contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

3.10 Within ten days after execution of this contract by Contracting Entity and before beginning work, Contractor must provide certificates of insurance to the Purchasing Agent which show that Contractor has insurance in compliance with section 3.9. Contractor must provide replacement certificates of insurance to the Purchasing Agent within ten days of the each renewal of insurance during any Annual Contract Period of this contract in compliance with section 3.9.

3.11 Contractor shall communicate all requests for direction relating to Services to Project Manager. However, Project Manager shall not serve as the agent of County or the Commissioners Court or CSCD or Juvenile Probation for any other purpose than conveying factual or statistical information. Contractor may communicate requests for factual or statistical information relating to Services to Project Manager and may rely on all factual or statistical information supplied by Project Manager in response to these requests.

3.12 Contractor shall not perform any Services at the Contracting Entity's locations on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule for 2009. Future schedules are expected to be similar.

HOLIDAY	2009
New Year's Day	Thursday Jan 01, 2009
Martin Luther King, Jr. Day	Monday Jan 19, 2009
Presidents' Day	Monday Feb 16, 2009
Memorial Day	Monday May 25, 2009
Independence Day Observed	Friday Jul 03, 2009
Labor Day	Monday Sep 07, 2009
Veteran's Day	Wednesday Nov 11, 2009
Thanksgiving Day	Thursday Nov 26, 2009
Friday after Thanksgiving	Friday Nov 27, 2009
Christmas Season	Thursday Dec 24, 2009
Christmas Season	Friday Dec 25, 2009

3.13 Contractor shall provide all Services in a manner that would 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 a governmental entity. Contractor shall not

discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

4.0 CONTRACTOR ANNUAL AUDIT SERVICES

4.1 During any Annual Contract Period, Contractor shall perform, in a timely manner consistent with section 6.12, the Annual Audit Services in compliance with the timelines stated in section 6 of Attachment A, its terms and conditions and the assurances, certifications, and all other statements made by Contractor in Attachment B.

4.2 Time is of the essence in this contract. Each timeline listed in section 6 of Attachment A is a required performance and condition of this contract. Contractor shall perform all Annual Audit Services consistent with applicable professional standards.

4.3 All reports must be available to the CSCD in accordance with the timelines stated in section 6 of Attachment A so that these reports may be submitted to TDCJ-CJAD on or before March 31 of that year as required by the contract with TDCJ-CJAD. Contractor acknowledges that failure to comply with this time requirement could result in a refusal by TDCJ-CJAD to continue the grants to the CSCD and result in damages to Travis County and CSCD.

4.4 All reports must be available to Juvenile Probation in accordance with the timelines stated in section 6 of Attachment A so that these reports may be submitted to TJPC on or before February 28 of that year as required by the contract with TJPC. Contractor acknowledges that failure to comply with this time requirement could result in a refusal by TJPC to continue the grants to Juvenile Probation and result in damages to Travis County and Juvenile Probation.

4.5 Contractor shall communicate all requests for direction relating to Annual Audit Services to Project Manager. However, Project Manager shall not serve as the agent of Travis County or the Commissioners Court or CSCD or Juvenile Probation for any other purpose than conveying factual or statistical information. Contractor may communicate requests for factual or statistical information relating to Annual Audit Services to Project Manager and may rely on all factual or statistical information supplied by Project Manager in response to these requests.

4.6 Contractor shall perform the Annual Audit Services in conformity with state and federal law.

4.7 Annual Engagement Letter. Contractor shall provide Services annually upon the execution of the respective Engagement Letters by the appropriate parties. The Engagement Letters for fiscal year ending September 30, 2009 for the County and for the fiscal year ending August 31, 2009 for CSCD and Juvenile Probation are attachments to this contract. Engagement Letters for subsequent fiscal years are anticipated to be similar and shall be incorporated into this contract by a modification by June 30 of each year. Each year Contractor shall provide a copy of the proposed revised applicable engagement letters for each Contracting Entity to the Auditor no later

than March 15 of the fiscal year to be audited. If proposed changes in the applicable Engagement Letter are inconsistent with this contract and a modification is required to reconcile them, Contractor shall request those changes pursuant to section 11.

5.0 HIPAA BUSINESS ASSOCIATE REQUIREMENTS

5.1 Acknowledgements. Contractor and County acknowledge that:

5.1.1 To the extent that Contracting Entity is a Covered Entity, it is therefore subject to the Privacy Rule.

5.1.2 PHI may be needed for Contractor to perform the Services requested by Contracting Entity.

5.1.3 To the extent Contractor needs to access PHI to perform Services, it will be acting as a Business Associate of Contracting Entity and may use PHI only as described in this section 5.

5.2 Defined Terms. In this section 5 and section 27.3,

5.2.1 "Privacy Rule" means the privacy regulation issued by the Department of Health and Human Services at 45 CFR 160 and 45 CFR 164, Subparts A and E pursuant to the Health Insurance Portability and Accountability Act of 1996 and a reference in this section to the Privacy Rule means the Privacy Rule in effect or as amended, and for which compliance is required.

5.2.2 "DHHS" means Department of Health and Human Services.

5.2.3 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

5.2.4 "PHI" means Protected Health Information obtained by Contractor in connection with the performance of the Services.

5.2.5 Capitalized terms defined in 45 CFR 160.103 and 164.501 that are used in section 5 of this Contract, but not otherwise defined in this section, shall have the same meaning as those terms have in 45 CFR 160.103 and 164.501.

5.3 Obligations and Activities of Contractor.

5.3.1 Contractor shall not use or further disclose PHI other than as reasonably required to perform the Services as otherwise contemplated in this section 5 or as required by law.

5.3.2 Contractor shall report to Contracting Entity any use or disclosure of the PHI other than as provided for by this contract.

5.3.3 Contractor shall report to Contracting Entity any use or disclosure of the PHI not provided for by this contract of which Contractor becomes aware.

5.3.4 Contractor shall ensure that any agent or subcontractor to whom it provides PHI received from, or created or received by Contractor on behalf of Contracting Entity agrees to the same restrictions and conditions that apply to Contractor with respect to such PHI through this contract.

5.3.5 If, in order to determine Contracting Entity's compliance with the Privacy Rule, the Secretary of DHHS requires access to Contractor's internal practices, books and records relating to the use and disclosure of PHI, Contractor agrees to make such information available within a reasonable time and in a reasonable manner.

5.3.6 At Contracting Entity's written request, Contractor shall provide access to PHI in order to assist County in meeting its requirements under 45 CFR 164.524 of the Privacy Rule.

5.3.7 At Contracting Entity's written request, Contractor shall make PHI available for amendment(s) and incorporate any amendment(s) to such PHI as County directs or agrees to pursuant to 45 CFR 164.526 of the Privacy Rule.

5.3.8 Contractor shall document disclosures made by Contractor in providing the Services as necessary to permit Contracting Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 of the Privacy Rule.

5.3.9 Contractor may use and disclose PHI for Contractor's proper management and administration, provided (including, without limitation, use and disclosure as required by Contractor to comply with applicable professional standards and obligations) or to carry out its legal responsibilities, provide that with respect to disclosure of PHI: (i) Contractor obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which the PHI was disclosed to the person; and (ii) the person notifies Contractor of any instances of which it is aware in which the confidentiality of PHI has been breached. Contractor may also make disclosures that are required by law.

5.3.10 Contractor may use PHI to provide Data Aggregation Services to Contracting Entity as permitted by the Privacy Rule.

5.3.11 Contractor may, at its option:

5.3.11.1 Statistically deidentify PHI provided by Contracting Entity and maintain such deidentified health information: provided that all identifiers are destroyed or returned in accordance with sections 5.5 and 5.6 of this Contract; or

5.3.11.2 Create a limited data set for the purpose of providing the Services; provided that Contractor:

5.3.11.2.1 Does not use or further disclose the information contained in the limited data set except as necessary to provide the Services or as provided in this contract or otherwise required by law;

5.3.11.2.2 Uses appropriate safeguards to prevent the use or disclosure of the information contained in the limited data set other than as provided by this Contract;

5.3.11.2.3 Reports to Contracting Entity any use or disclosure of the information contained in the limited data set of which Contractor becomes aware that is not provided for by this Contract;

5.3.11.2.4 Ensures that any agents or subcontractors to whom Contractor provides access to the limited data set agree to the same restrictions and conditions that apply to Contractor under this Contract; and

5.3.11.2.5 Does not identify the information or contact the Individuals whose information is contained within the limited data set.

5.4. Obligations and Activities of Contracting Entity.

5.4.1 Contracting Entity shall provide Contractor with only that PHI which is minimally necessary for Contractor to provide the Services.

5.4.2 Contracting Entity shall clearly and conspicuously designate all PHI as such before providing it to Contractor.

5.4.3 Contracting Entity shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Contracting Entity.

5.4.4 Contracting Entity shall not disclose any PHI or other information to Contractor, if such disclosure would violate HIPPA or any applicable state law.

5.5. Survival of Termination.

5.5.1 This section 5 shall survive any termination of the remainder of this contract until all of the PHI provided by Contracting Entity to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to Contracting Entity. If Contractor determines pursuant to section 5.6.2 that it is infeasible to return or destroy PHI received from, or created or received by Contractor on behalf of County, the protections of this section 5 with respect to that PHI shall remain in effect.

5.6 Effect of Termination.

5.6.1 Except as otherwise provided in this section 5.6, upon termination of this Contract, for any reason, Contractor shall return or destroy all PHI received from Contracting Entity, or created or received by Contractor on behalf of Contracting Entity. This section 5.6 provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Except as otherwise provided in this section 5.6, Contractor shall not retain any copies of PHI.

5.6.2 If Contractor determines that returning or destroying PHI is infeasible, Contractor shall: [a] notify County of the conditions that make return or destruction infeasible; and [b] extend the protections of this contract to such PHI, and limit further uses and disclosures of the PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

5.6.3 Contracting Entity hereby acknowledges and agrees that infeasibility may include the necessity of retaining PHI for purposes of compliance with law, professional standards for documentation of Contractor's work product or reasonable business practice to evidence Contractor's performance of the Services.

5.7 Modification. The Parties agree to take any action necessary to modify this contract from time to time as is necessary for Contracting Entity to comply with the requirements of the Privacy Rule and HIPAA.

5.8 Survival. The respective rights and obligations of Contractor under sections 5.5 and 5.6 shall survive the termination of section 5 of this contract.

5.9 Nothing contained in this section 5 is intended to confer upon any person (other than the parties to it) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort or otherwise, and no person shall be deemed a third-party beneficiary by reason of this section 5.

6.0 EXPRESS REPRESENTATIONS, ACKNOWLEDGMENTS AND WARRANTIES

6.1 The parties expressly acknowledge and agree that Contractor is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. Employees of Contractor and its subcontractors shall not be considered employees of any Contracting Entity or gain any rights against Contracting Entity pursuant to Contracting Entity's personnel policies. Employees of Contracting Entity shall not be considered employees of Contractor or gain any rights against Contractor pursuant to Contractor's personnel policies. It is understood and agreed that Contractor is not and shall not be considered to be an agent, distributor, partner, fiduciary, or representative of County, CSCD or Juvenile Probation and shall not act or represent itself, directly or by implication, in any such capacity in respect to County, CSCD or Juvenile Probation or in any manner assume or create an obligation

on behalf of, or in the name of, County, CSCD or Juvenile Probation. It is understood and agreed that County, CSCD and Juvenile Probation are not and shall not be considered to be an agent, distributor, partner, fiduciary, or representative of Contractor and shall not act or represent themselves, directly or by implication, in any such capacity in respect to Contractor or in any manner assume or create an obligation on behalf of, or in the name of Contractor.

6.2 Contractor warrants that all of the information provided in Attachment B is true and correct and that Contractor will use its good faith efforts to provide quality service to Contracting Entity.

6.3 Contractor warrants that no persons or selling agency, has been retained to solicit or secure this contract and that Contractor has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the making of this contract or an inducement for entering into this Contract, excepting bona fide partners, principals, and employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, Contracting Entity has the right to terminate this contract immediately without liability, or in its discretion to, as applicable, add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

6.4 Contractor acknowledges that Contracting Entity is subject to the Texas Public Information Act and the Services are for a public governmental purpose and reports and other deliverables are for the information purposes of the Contracting Entity.

6.5 Contractor expressly acknowledges and agrees that the sum stated in sections 9.1, 9.2 and 9.3 are the maximum amounts to be paid by Contracting Entity to Contractor for the Services provided under this contract unless contract is modified for Additional Services.

6.6 Contractor represents that Contractor is not delinquent to County for payment of property taxes at the date of execution of this contract.

6.7 Contractor represents that Contractor is a duly qualified, capable, and bondable business entity, that Contractor is not in Receivership and does not contemplate going into it, and has not filed for bankruptcy.

6.8 Limitation on Warranties. **THIS IS A SERVICES ENGAGEMENT. CONTRACTOR WARRANTS THAT CONTRACTOR SHALL PERFORM ALL SERVICES IN A PROFESSIONAL MANNER, AT A STANDARD ACCEPTABLE FOR SIMILAR SERVICES IN TRAVIS COUNTY IN A TIMELY AND EFFICIENT MANNER. CONTRACTOR DISCLAIMS ALL WARRANTIES THAT ARE NOT EXPRESSLY STATED IN THIS CONTRACT, WHETHER THE OTHER WARRANTIES ARE EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6.9 Contractor Indemnification. Contractor agrees to indemnify, defend and save harmless each Contracting Entity from and against any and all liability, expense, including reasonable defense costs and reasonable legal fees, and claims for damages, in each case solely for bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the omission or negligence or willful misconduct of Contractor while engaged in the performance of Services under this contract; provided, however, that if there also is fault on the part of a Contracting Entity or any entity or individual indemnified under this contract or any entity or individual acting on a Contracting Entity's behalf, this indemnification shall be applied on a comparative fault basis. This section shall not be interpreted as a waiver of Contracting Entity's sovereign immunity and Contracting Entity retains all of its affirmative defenses. This indemnity is limited to the amounts that would be covered by the insurance required in section 3.9 if this insurance is in full force and has not been eroded.

6.10 Assumption of Risk. Contracting Entity assumes risk of loss resulting from any claims, damages, or attorneys' fees arising solely from circumstances in which there has been a known material misrepresentation by a member of the Contracting Entity's management regardless of whether such person was acting in the Contracting Entity's interest. For any claims, damages and attorney fees arising from a combination of the intentional acts or negligent or wrongful acts or omissions of Contractor and circumstances where there has been a known material misrepresentation by a member of the Contracting Entity's management regardless of whether such person was acting in the Contracting Entity's interest, if both parties are liable, Contractor assumes the risk of loss for the portion of the claims, damages and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of Contractor, and Contracting Entity assumes the risk of loss for the portion of the claims, damages and attorney fees that arise from circumstances where there has been a known material misrepresentation by a member of the Contracting Entity's management regardless of whether such person was acting in the Contracting Entity's interest as determined by the court adjudicating the matter or as agreed in any settlement. This section shall not be interpreted as a waiver of Contracting Entity's sovereign immunity and Contracting Entity retains all of its affirmative defenses.

6.11 Contractor Certification. Contractor certifies, by entering into this Contract, that neither it nor its principals are on the federal government's list of contractors who are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions with any federal department or agency. If Contractor is placed on the list during the term of this Contract, Contractor shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in termination of this contract for default. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00.

6.12 Timely Provision of Information. County acknowledges that performance of the annual audit services may depend upon Contractor's timely receipt of relevant information.

7.0 RETENTION AND ACCESSIBILITY OF FISCAL RECORDS

7.1 Additional Services. Contractor shall maintain and make available all electronic records, books, documents, and other evidence reasonably required by professional standards and pertinent to the costs and Expenses of this contract billed to and paid by the Contracting Entity for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and Expenses as they pertain to Additional Services. 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 for seven (7) years after completion of the audit. These rights to access shall continue as long as the records are retained by Contractor.

7.2 Working Papers. In accordance with the requirements of generally accepted government auditing standards, Contractor is required to make all audit-related documents, including auditor's reports, working papers, and management letters, available to each Contracting Entity and to a federal agency, the Comptroller General of the United States or other appropriate government audit staffs or granting entities upon their request for their regulatory oversight purposes. If a request is made, Contractor shall inform the appropriate Contracting Entity prior to providing this access. Contractor may request confidential treatment of Contractor information. If Contractor is requested to make photocopies of audit-related documents, Contractor shall maintain control over duplication of all information. Contracting Entities hereby grant Contractor permission to provide access to and to make and permit others to make photocopies of all audit-related documents, including auditor's reports, working papers and management letters, for representatives of the United States Government Accountability Office (GAO) or other appropriate government audit staffs or granting entities. Contractor may require its personnel to supervise the photocopying of audit-related documents and may specify the location at which these documents may be photocopied. The working papers relating to Annual Audit Services shall be retained by Contractor for a minimum of seven (7) years from the dates of the reports issued, or such longer period as required to satisfy legal and administrative requirements.

7.3 Contractor shall include provisions stated in 7.1 and 7.2 in all subcontracts.

8.0 ELECTRONIC SITES AND PUBLIC INFORMATION ACT

8.1 Inclusion of Reports or References to Contractor in Other Documents or Electronic Sites

8.1.1 If the Contracting Entity intends to publish or otherwise reproduce in any document Contractor's reports on the Contracting Entity's basic financial statements, or otherwise make reference to Contractor in a document that contains other information in addition to the audited financial statements (e.g., in a periodic filing with a regulator, in a debt or equity offering circular, or in a private placement memorandum), thereby associating Contractor with such document, the Contracting Entity agrees that its management will make reasonable efforts to provide

Contractor with a draft of the document to read at least three business days prior to the County's specified deadline and obtain Contractor's approval of Contractor's report prior to the inclusion or incorporation by reference of Contractor's reports, or the reference to Contractor, in such document before the document is printed and distributed. The inclusion or incorporation by reference of Contractor's reports in any such document would constitute the reissuance of Contractor's reports. The Contractor's approval shall not be unreasonably withheld. The Contractor recognizes that County must comply with requests received under the Open Records Act. This section is not intended to place additional restrictions on County to comply with such requests.

8.1.2 Contracting Entity is subject to the Texas Public Information Act, as well as other regulations and statutes which set standards for use and accessibility of taxpayer purchased property, Services, and information. Contracting Entity makes no agreement that might limit public access, or limit the public purpose for which the Services were procured, or that might contravene state or federal law. County will place the CAFR on its website where the following is displayed:
"Information documented within the CAFR has not been updated for developments subsequent to the date of the independent auditors' report. The CAFR is made available on this website solely as historical information."

8.1.3 Contractor's engagement to perform the services described herein does not constitute its agreement to be associated with any other such documents published or reproduced by or on behalf of the Contracting Entity. Any request by the Contracting Entity to reissue Contractor's report, to consent to its inclusion or incorporation by reference in an offering or other document, will be considered based on the facts and circumstances existing at the time of such request. The estimated fees outlined herein do not include any services that would need to be performed in connection with any such request; fees for such services (and their scope) would be subject to the mutual agreement of the Contracting Entity and the Contractor at such time as Contractor is engaged to perform the services and would be described in a written modification to the Contract as set forth in section 9.9.

8.2 Compliance with Texas Public Information Act.

8.2.1 If Contractor considers information confidential under the Texas Public Information Act, Contracting Entity agrees that it will not disclose this information to any third party without complying with this section. In this section, "Attorney General" means the Attorney General of Texas and "TPIA" means the Texas Public Information Act in TEX. GOV'T CODE ANN. ch. 552, as amended.

8.2.2 To the extent that compliance with any provision of this contract would result in the Contracting Entity's non-compliance with the TPIA, that portion of this contract has no force or effect. If Contracting Entity is requested to disclose information furnished to Contracting Entity by Contractor under the provisions of the TPIA, Contracting Entity must notify Contractor in writing of that request within one (1) working day of receipt of that request by the County

Attorney. It is expressly agreed that Contracting Entity's officers and employees may request a decision from the Attorney General about the applicability of the TPIA to any information furnished to County and about whether that information is a public record of public information under the TPIA. Contractor has ten (10) days from the date Contracting Entity received the request for disclosure to provide any additional information to the Attorney General that should be considered if a request for a decision from the Attorney General is made under the TPIA.

8.2.3 If the Attorney General provides a decision that the item or data must be disclosed, Contracting Entity must notify Contractor of the decision within one (1) working day of notice of County's receipt of the Attorney General's decision. Contractor must decide whether to ask Contracting Entity to seek relief from compliance with the Attorney General's opinion and advise the Contracting Entity of that decision within one (1) working day of notice of the Contracting Entity's receipt of the Attorney General's decision.

8.2.4 If Contractor requests that Contracting Entity seek relief from compliance with the Attorney General's decision, Contractor must reimburse all reasonable costs incurred by County in seeking relief from compliance with the Attorney General's decision on a timely basis. It is further acknowledged by Contractor that Contracting Entity's officers and employees have the right to rely on the Attorney General's decision and that Contracting Entity's officers and employees have no liability or obligation to Contractor for disclosure of any Confidential Information, or of any other item or data furnished to Contracting Entity or to any person in reliance on the Attorney General's decision.

9.0 COMPENSATION AND PAYMENT FOR ANNUAL AUDIT SERVICES

9.1 In consideration of full performance of Annual Audit Services for County, County shall pay Contractor the following total dollar amount for fees and reimburse Contractor in an amount not to exceed the following amount for Expenses for the audit of the fiscal year ending September 30 of that year.

Year	Fee	Expenses
2009	\$ 184,425	\$ 1,000
2010	\$ 193,075	\$ 1,000
2011	\$ 200,575	\$ 1,100
2012	\$ 212,000	\$ 1,100
2013	\$ 220,650	\$ 1,200

9.2 In consideration of full performance of Annual Audit Services for CSCD, CSCD shall pay Contractor the following total dollar amount for fees and reimburse Contractor in an amount not to exceed the following amount for Expenses for the audit of the fiscal year ending August 31 of that year.

Year	Fee	Expenses
2009	\$ 23,875	\$ 500
2010	\$ 25,000	\$ 500
2011	\$ 26,000	\$ 525
2012	\$ 27,475	\$ 525
2013	\$ 28,600	\$ 550

9.3 In consideration of full performance of Annual Audit Services for Juvenile Probation, Juvenile Probation shall pay Contractor the following total dollar amount for fees and reimburse Contractor in an amount not to exceed the following amount for Expenses for the audit of the fiscal year ending August 31 of that year.

Year	Fee	Expenses
2009	\$ 15,685	\$ 500
2010	\$ 16,415	\$ 500
2011	\$ 17,085	\$ 525
2012	\$ 18,070	\$ 525
2013	\$ 18,800	\$ 550

9.4 Out-of-pocket Expenses are reimbursed at the cost of the Expenses.

9.5 If there are more than eight Major Funds for any Fiscal Year, County will notify Contractor and County shall pay an additional fee for each Major Fund in excess of eight. The amount payable for the additional Major Funds must be stated in a modification to this contract that is approved by Commissioners Court before work is commenced. The additional fee for each additional Major Fund is the amount shown below for the audit of the Fiscal Year ending that September 30:

Fiscal Year	Additional Fee
2009	\$ 2,600
2010	\$ 2,700
2011	\$ 2,800
2012	\$ 2,925
2013	\$ 3,025

9.6 If there are more than six Major Grant Programs, Contractor shall identify additional Major Grant Programs for which additional fees are payable. In any fiscal year if County has more than six Major Grant Programs, County shall pay an additional fee for each Major Grant Program in excess of six. County will notify Contractor if there are more than six Major Grant Programs and the amount payable for the additional Major Grant Programs must be stated in a modification to this contract that is approved by Commissioners Court. The additional fee for each additional Major Grant Program is the amount shown below for the audit of the fiscal year ending that September 30:

Fiscal Year	Additional Fee
2009	\$ 3,750
2010	\$ 3,925
2011	\$ 4,100
2012	\$ 4,275
2013	\$ 4,450

9.7 County acknowledges that the County's operations may change from time to time. The fees in section 9.1 do not include additional review of controls and testing that may result from these changes. If Contractor is required to perform additional procedures due to operational changes, either at the request of the County or to fulfill the original scope of the Contract, Contractor shall not be compensated for the additional work unless the work and total compensation applicable to it is stated in a written modification of this contract approved by the Commissioners Court, reviewed by Contractor's Engagement Partner and signed by Contractor before additional work is commenced. Any additional work agreed to between County and Contractor is required to be performed at the rates in the schedule of fees in section 9.9.

9.8 If County requests Contractor to reissue its reports, to consent to their inclusion or incorporation by reference in an offering or other document or to agree to their inclusion on an electronic site, Contractor may request an additional fee if Additional Services would need to be performed in connection with the request. Contractor shall not be compensated for the additional work unless the work and total compensation applicable to it is set forth in a written modification of this contract approved by the Commissioners Court and signed by Contractor before additional work is commenced. Any additional work agreed to between County and Contractor is required to be performed at the rates in the schedule of fees in section 9.9.

9.9 If any Contracting Entity requests that Contractor render any Additional Services, Contractor shall not be compensated for the Additional Services unless the work and total compensation applicable to it is set forth in a written modification to this contract approved by the Commissioners Court or CSCD or Juvenile Probation as appropriate for the Contracting Entity and signed by Contractor before additional work is commenced. Any Additional Services agreed to between any Contracting Entity and Contractor must be performed at the rates in the schedule of fees in this paragraph. In consideration of full performance of the Additional Services, Contracting Entity shall pay Contractor fees at the

following hourly rates for work done in relation to the following fiscal years by staff at the following staffing levels:

Fiscal Year ⇒	2009	2010	2011	2012	2013
⇓ Staffing Level					
Partner	\$ 230	\$ 240	\$ 250	\$ 265	\$ 275
Manager	\$ 190	\$ 200	\$ 205	\$ 215	\$ 225
Senior Staff	\$ 130	\$ 135	\$ 140	\$ 150	\$ 155
Staff	\$ 95	\$ 100	\$ 105	\$ 110	\$ 115

9.10 For Additional Services, reimbursement for out-of-pocket expenses for Contractor's personnel for items like travel, lodging and food and for other expenses, if authorized in the modification, are reimbursed at either the amount of the actual expenses or the rates of reimbursement used by the County for its employees, whichever is lower.

9.11 County acknowledges that failure to fund additional procedures necessary to fulfill the normal financial statement audit for reasons expressed in sections 9.5, 9.6, and 9.7, may result in the Contractor's inability to issue a report.

9.12 Contracting Entities shall not be liable for costs incurred or performances rendered by Contractor before or after the contract period.

9.13 CSCD and Juvenile Probation are each responsible for budgeting the contract amount according to periods in which work is performed.

10.0 INVOICING AND PAYMENT REQUIREMENTS

10.1 Before any contract funds are payable, Contractor shall provide Contracting Entity with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules and regulations.

10.2 For field work, within 30 days after completion, and for issuance of reports, within 30 days after completion and acceptance of all reports for the fiscal year, Contractor must invoice each Contracting Entity separately for Annual Audit Services at the amount resulting from multiplying the total fees for the applicable year by the percentage applicable to the level of service completed.

Fiscal Year ⇒	2009	2010	2011	2012	2013
⇓ Contracting Entity					
County	\$ 184,425	\$ 193,075	\$ 200,575	\$ 212,000	\$ 220,650
CSCD	\$ 23,875	\$ 25,000	\$ 26,000	\$ 27,475	\$ 28,600
Juvenile Probation	\$ 15,685	\$ 16,415	\$ 17,085	\$ 18,070	\$ 18,800

Level of Service Completed ↓	Applicable Percentage Rate ↓
Interim Field Work (Attachment A, 6.1.1; 6.2.1; 6.3.1; 6.4.1)	20%
End of Final Field Work (Attachment A, 6.1.4; 6.2.4; 6.3.4; 6.4.4)	60%
Issuance of <u>All</u> Reports due	20%

10.3 For additional Major Funds and additional Major Grant Programs incurred as a result of Annual Audit Services, Contractor shall invoice each Contracting Entity separately as part of the invoices for Annual Audit Services.

10.4 For reimbursement of any Expenses incurred as a result of Annual Audit Services, Contractor shall invoice each Contracting Entity separately as part of the invoices for Annual Audit Services.

10.5 All invoices shall include at least the following information:

10.5.1 Name, address, and telephone number of Contractor and similar information if payment is to be made to a different address,

10.5.2 Contracting Entity Contract Number and Purchase Order Number assigned by the designated representative of the County Purchasing Office,

10.5.3 identification of items or Services,

10.5.4 quantity or quantities, applicable unit prices, total prices, and total amount, and

10.5.5 any additional payment information which may be called for by the contract.

10.6 In addition, invoices for Additional Services shall include at least the following information:

10.6.1 the name and payment category of the person performing the Services,

10.6.2 the number of hours worked,

10.6.3 the applicable hourly rate,

10.6.4 the total for each person, and

10.6.5 the total amount due on that invoice.

10.7 In addition, invoices for reimbursement of expenses shall also include at least the following:

10.7.1 a description of the expenses to be reimbursed,

10.7.2 the amount of the expense for each item to be reimbursed, and

10.7.3 the total amount of reimbursement due on that invoice

10.8 For reimbursement of any expenses incurred as a result of Additional Services, invoices shall also include at least the following:

- 10.8.1 the name of the person incurring the expense,
- 10.8.2 the reason for the expense,
- 10.8.3 a description of the expenses to be reimbursed,
- 10.8.4 the amount of the expense for each item to be reimbursed,
- 10.8.5 the total for each person, and
- 10.8.6 the total amount of reimbursement due on that invoice.

10.9 If County requests them, Contractor shall provide copies of receipts or supporting documentation for all expenses to be reimbursed.

10.10 Contractor shall submit invoices for Services to the following address:

Travis County Auditor
P.O. Box 1748
Austin, Texas 78767

10.11 Contractor shall also provide a copy of the invoice

10.11.1 to the Travis County Judge for all audits except the CSCD and Juvenile Probation audits at the address in section 10.10,

10.11.2 to the Director of CSCD for the CSCD audit, at the address in section 10.10, and

10.11.3 to the Chief Juvenile Probation Officer for the Juvenile Probation audit at the address in section 10.10.

10.12 Contracting Entity shall pay invoices upon satisfactory delivery and acceptance of Services and submission of an invoice in compliance with this section.

10.13 Contracting Entity must pay Contractor these amounts, in compliance with the Texas Prompt Payment Act and any invoice that is not paid within thirty (30) days of receipt bears interest in compliance with the Prompt Payment Act, TEX. GOV'T CODE ANN. ch. 2251. Without limiting its rights or remedies, Contractor may halt or terminate its Services entirely if payment is not received within 30 days of the County's date of receipt of the properly documented invoice.

10.14 Invoices must include all information required in sections 10.4 through 10.8 as applicable and be mailed to the address in section 10.10. For compliance with the Prompt Payment Act, time does not begin unless or until all invoicing instructions in sections 10.4 through 10.8 as applicable have been complied with or proper delivery or performance has been made satisfactorily, whichever is later. County has 21 days in which to notify Contractor of an erroneous invoice for Services. If no Contractor error is found, time begins on the original date Service was performed, or the day after a complying invoice was received, whichever is later. Payment is deemed to have been made on the postmark date on the payment or the date of electronic transmission.

11.0 CHANGES

11.1. 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 modification signed by the parties. Provided however that the Purchasing Agent may at any time, by written document, make changes within the scope of this contract to any aspect of contract to correct errors of a general administrative nature, the correction of which does not affect the scope of the contract and does not result in expense to the Contractor if the Purchasing Agent notifies the Contractor of the change in writing.

11.2 It is acknowledged by Contractor that no officer, agent, employee or representative of Contracting Entity has any authority to change the scope of this contract or any attachments to it unless expressly granted that specific authority by the Contracting Entity.

11.3 If Contractor determines that any change under section 11.1 causes an increase or decrease in the cost, or time required for performance of any part of the work under this Contract, Contractor shall notify the Purchasing Agent and the Purchasing Agent shall rescind the change if the Contracting Entity does not make an equitable adjustment in the contract price, the delivery schedule, or both, and modify the contract in writing signed by both parties.

11.4 Contractor shall submit all other requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to the Contracting Entity for consideration.

12.0 CHANGE OF NAME AGREEMENTS

12.1 The Contractor is responsible for the performance of this contract. In the event a change of name is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified promptly. No change in the obligation of the Contractor will be recognized until such change is approved by the Contracting Entity. Contract will then be modified to reflect the change.

13.0 SUBCONTRACTING AND ASSIGNMENT

13.1 Contractor shall not subcontract for or assign any of its responsibilities under this contract or allow access to the computers of Contracting Entities to any entity that is not domiciled and resident in the United States of America.

13.2 A party may not assign, transfer, or delegate any of its rights or obligations relating to this contract (including, without limitation, interests or claims relating to this contract) without the prior written consent of the other parties. Only Contractor may invoice professional Services performed under this contract by any of Contractor's affiliates or related entities and these may only be invoiced as professional fees. Only Contractor may invoice any related Expenses and these may be invoiced as Expenses.

13.3 If a subcontract with an entity not affiliated with Contractor is so used, Contractor shall make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Agreement. Contractor shall obtain County approval of all proposed HUB subcontractors through the Purchasing Agent.

14.0 ASSIGNMENT OF CONTRACT OR MORTGAGE

14.1 Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in the Contracting Entity buildings.

15.0 MONITORING

15.1 The Contracting Entity reserves the right to request periodic monitoring of Contractor's compliance with the terms of this Contract, and timeliness of Contractor's performance under this contract. The Contracting Entity shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified.

16.0 DISPUTES AND APPEALS

16.1 The Purchasing Agent acts as the Contracting Entity 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 Contracting Entity 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 Contracting Entity, 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 Contracting Entity. If Contractor is still not satisfied, it may pursue the matter in a court of competent jurisdiction. The prevailing side is entitled to interest and reasonable attorney's fees.

17.0 MEDIATION

17.1 When mediation is acceptable to both parties in resolving a dispute arising under this contract, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., § 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN. § 154.073, unless both parties agree, in writing, to waive the confidentiality.

18.0 SURVIVAL OF TERMS AND CONDITIONS

18.1 The agreements and undertakings of the County, CSCD, Juvenile Probation and the Commissioners Court contained in this contract will survive the completion or termination of this engagement. The agreements and undertakings of the Contractor, its affiliates and related entities contained in this contract will survive the completion or termination of this engagement. This includes the provisions of sections 6.8 Limitation on Warranties, 6.9 Contractor Indemnification, 5.0 HIPPA Business Associate Requirements, 7.0 Retention and Accessibility of Fiscal Records, and 24.0 Forfeiture of Contract Under Ethics Policy.

19.0 CONTRACTOR TERMINATION OF CONTRACT

19.1 Contractor may resign and terminate this contract at any time during the term of the contract by giving 30 days written notice to all other parties if failure to resign as Contracting Entity's auditor would result in Contractor's noncompliance with applicable laws, regulations, and professional standards. Contractor will be paid for satisfactory work performed in accordance with the terms of this contract prior to termination.

20.0 CONTRACTING ENTITY TERMINATION OF CONTRACT

20.1 Termination Without Cause. Contracting Entity may terminate its participation in this contract, without cause, at any time during the term of the contract by giving 30 days written notice to all other parties. Contractor will be paid for satisfactory work performed in accordance with the terms of this contract prior to termination.

21.0 FORCE MAJEURE

21.1 If the performance by the Contracting Entity or Contractor of any of their respective obligations under this contract shall be interrupted or delayed, directly or indirectly, by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of the other party or any person or persons not a party to this contract, then it shall be excused from that performance and that party shall not be deemed to be in breach of this contract as a result of delays or non-performance for the period of time that is reasonably necessary after that occurrence to remedy the effects of it.

22.0 NON-WAIVER OF DEFAULT

22.1 No payment, act or omission by a Contracting Entity may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist.

22.2 All rights of each Contracting Entity under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to that Contracting Entity 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.

22.3 No payment, act or omission by Contractor may constitute or be construed as a waiver of any breach or default of a Contracting Entity which then exists or may subsequently exist.

22.4 All rights of Contractor under this contract are specifically reserved and any payments, act or omission shall not impair or prejudice any remedy or right to Contractor 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.

23.0 GRATUITIES

23.1 Contracting Entity 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 Contracting Entity official, employee or agent of Contracting Entity official with a view toward securing favorable treatment with respect of this contract. If this contract is terminated by the Contracting Entity pursuant to this provision, Contracting Entity 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.

24.0 FORFEITURE OF CONTRACT UNDER ETHICS POLICY

24.1 In this section and Attachment G, "Is doing business" and "has done business" mean:

24.1.1 Paying or receiving any money or other valuable thing in excess of \$250 per calendar year in the aggregate in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable; or

24.1.2 Loaning or receiving a loan of money, services, 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;

24.1.3 but does not include any retail transaction for goods or services sold to a key person at a posted, published, or marked price available to the general public.

24.2 In this section and Attachment G, "Key Contracting Person" means any person or business listed in Exhibit A of Attachment G.

24.3 Contractor must forfeit all benefits of the contract and the Contracting Entity must retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this contract if Contractor was doing business at the time of submitting its proposal or had done business during the 365 day period immediately prior to the date of execution of the contract or does business with a Key Contracting Person after the date of execution of the contract and prior to full performance of the contract.

25.0 ENTIRE AGREEMENT AND COORDINATION OF PARTS

25.1 The following attachments are hereby made a part of this Contract:

25.1.1 Attachment A, Specific Requirements,

25.1.2 Attachment B, Proposed Audit and Staffing Plan for Travis County

25.1.3 Attachment C1, Travis County Engagement Letter Fiscal Year 2009

25.1.4 Attachment D1, CSCD Engagement Letter Fiscal Year 2009

25.1.5 Attachment E1, Juvenile Probation Engagement Letter Fiscal Year 2009

25.1.6 Attachment F, Description of Travis County Government, and

25.1.7 Attachment G, Affidavits.

25.2 If there is a conflict between the terms of this document and the Attachments to it, section 6 of Attachment A overrides all other statements that relate to required completion dates. In relation to all matters unrelated to required completion dates:

25.2.1 The terms of this document override all Attachments; and

25.2.2 Attachment A overrides Attachment B.

25.2.3 Attachments C1, D1, and E1 override Attachment B.

26.0 NOTICES

26.1 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 stated 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 stated in this section.

26.2 The address of each Contracting Entity for all purposes except invoicing under this contract is:

Cyd Grimes (or her successor in office)
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 A. Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748
File: 188.338

With copies also to the following for CSCD (registered or certified mail with return receipt is not required):

Dr. Geraldine Nagy (or her successor in office)
Director
P.O. Box 1748
Austin, Texas 78767-1748

and to:

Honorable Judge Bob Perkins (or his successor in office)
Presiding District Judge
P.O. Box 1748
Austin, Texas 78767-1748

With copies also to the following for Juvenile Probation (registered or certified mail with return receipt is not required):

Estela Medina (or her successor in office)
Chief Juvenile Probation Officer
P.O. Box 1748
Austin, Texas 78767-1748

and to:

Honorable Judge Darlene Byrne (or her successor in office)
Presiding Judge, Travis County Juvenile Board
P.O. Box 1748
Austin, Texas 78767-1748

26.3. The address of the Contractor for all purposes under this contract and for all notices hereunder is:

Lockart, Atchley & Associates, L.L.P.
6850 Austin Center Blvd, Suite 180
Austin, Texas 78731

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

27.0. INTERPRETATION OF CONTRACT

27.1. 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 dispute arising out of this contract will lie in the appropriate court of Travis County, Texas.

27.2. Severability. If any portion or portions of this contract are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

27.3 HIPAA Interpretation. Any ambiguity in this contract shall be resolved to permit Contracting Entity to comply with the Privacy Rule.

27.4 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 part, section or subsection and are not to be used in construing this contract.

27.5 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 or Central Daylight Saving Time as applicable in Austin, Texas at that time of year.

27.6 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.

28.0 EXEMPTION FROM COUNTY PURCHASING ACT

28.1 Pursuant to TEX. LOC. GOV'T CODE ANN., § 262 et seq., Commissioners Court hereby orders that this contract is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

LOCKART, ATCHLEY & ASSOCIATES, LLP

TRAVIS COUNTY

By : _____
Dan A. Shaner
Partner, Its Duly Authorized Signatory

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

Date: _____

**TRAVIS COUNTY COMMUNITY
SUPERVISION AND CORRECTIONS
DEPARTMENT**

**TRAVIS COUNTY JUVENILE PROBATION
DEPARTMENT**

By : _____
Dr. Geraldine Nagy
Director, Travis County
Community Supervision and
Corrections Department

By: _____
Estela Medina
Chief Juvenile Probation Officer
Travis County Juvenile Probation Dept

Date: _____

Date: _____

PURCHASING ACT COMPLIANCE:

AVAILABILITY OF FUNDS CONFIRMED:

County Purchasing Agent

County Auditor

APPROVED AS TO FORM:

County Attorney

ATTACHMENT A

SPECIFIC REQUIREMENTS

ATTACHMENT A

SPECIFIC REQUIREMENTS

1. AUDITING STANDARDS TO BE FOLLOWED

1.1. To meet the requirements of this contract, Contractor shall perform the audit and the required reports in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller of the United States, the provisions of the Single Audit Act of 1984, as amended in 1996, the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, and any other standards or requirements established during the term of the contract by any of these organizations that relate to the funds being audited under the contract. These audits are requested pursuant to Texas Local Government Code Section 115.045 and other applicable State and Federal Laws.

2. REPORTS TO BE ISSUED – Travis County Annual Audit

2.1. Following the completion of the audit of the fiscal year's financial statements, the Contractor shall issue all reports that are required by County for compliance with law, professional accounting standards, or the funding contracts related to the funds being audited that are in effect for the fiscal year being audited, which include the following for fiscal year ended September 30, 2009 and may change in subsequent fiscal years audited under the contract:

2.1.1. A report to express an opinion on the fair presentation of each opinion unit in the County's basic financial statements and to disclaim an opinion on the required supplementary information in conformity with a comprehensive basis of accounting consistent with State Law, which is the Independent Auditors' Report.

2.1.2. A report to express an opinion on whether the supplementary information that accompanies the basic financial statements, including the schedule of expenditures of federal and state awards, are presented fairly, in all material respects, in relation to the basic financial statements taken as a whole, which is included in the Independent Auditors' Report related to grants.

- 2.1.3. A report on the County's internal control over financial reporting and compliance with applicable laws, regulations, contracts and grant agreements and other matters based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in Government Auditing Standards, which is the Auditors' Governance Letter. The Contractor will report results to the Travis County Commissioners Court upon the completion of the assessment.
- 2.1.4. A report on the management controls on investments and adherence to Travis County's established investment policies even though a separate report is not required under the Public Funds Investment Act, which is currently part of the Independent Auditors' report as referenced in section 2.1.5.
- 2.1.5. A report on the internal controls over financial reporting and on compliance and other matters based on an audit performed in accordance with government audit standards, which is currently included in the Single Audit report.
- 2.1.6. A report on the County's compliance with requirements applicable to each major program and on internal control over compliance in accordance with U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement and the State of Texas Uniform Grants Management Standards, which is currently included in the Single Audit report.
- 2.2 In the required report(s) on internal controls, the Contractor is required to communicate any significant deficiencies or material weaknesses found during the audit. A control deficiency that is considered a significant deficiency or material weakness shall be defined as a significant deficiency in the design or operation of the internal controls found during the audit, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.
- 2.3 Those control deficiencies that are not significant or material weaknesses discovered by the Contractor are required to be reported in a separate letter to management, which will be referred to in the report(s) on internal controls. The reports on compliance are required to include all instances of noncompliance that must be reported to be in compliance with the law, professional standards and the funding contract requirements. The firm shall describe its method and extent of research and review to reach its findings about control deficiencies.
- 2.4 Fraud, illegal acts, violations of provisions of contracts or grant agreements or abuse. The Contractor is required to make an immediate, written report

of any material errors and any known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements of which they become aware to Travis County Commissioners Court.

- 2.5 Reporting to the Commissioners Court. The Contractor will assure themselves that the Travis County Commissioners Court is informed of each of the following:
- 2.5.1. The Contractor's responsibility under auditing standards generally accepted in the U.S. and government auditing standards issued by the comptroller general of the U.S.
 - 2.5.2. Management judgments and accounting estimates
 - 2.5.3. Audit adjustments and uncorrected misstatements
 - 2.5.4. Significant accounting policies
 - 2.5.5. Critical accounting policies and practices
 - 2.5.6. Alternative accounting treatments
 - 2.5.7. Other information in the Basic Financial Statements
 - 2.5.8. Disagreements with management
 - 2.5.9. Management consultation with other accountants
 - 2.5.10. Major issues discussed with management prior to retention
 - 2.5.11. Significant difficulties encountered in performing the audit
 - 2.5.12. Other material written communications
 - 2.5.13. Control-related matters

3. REPORTS TO BE ISSUED – Community Supervision and Corrections Audit

- 3.1 Following the completion of the audit of the fiscal year's financial statements, the Contractor shall issue all reports that are required by CSCD for compliance with law, professional accounting standards, or the funding contracts related to the funds being audited that are in effect for the fiscal year being audited, which include the following for fiscal year ended August 31, 2009 and may change in subsequent fiscal years audited under the contract:
- 3.1.1. A report to express an opinion on the fair presentation of the combined balance sheet and related statements of revenues, expenditures and changes in fund balances (the "financial statements") and to disclaim an opinion on the required supplementary information in conformity with the standards established by the Texas Department of Criminal Justice as stated in its "Financial Management Manual for CJAD Funding".
 - 3.1.2. A report to express an opinion on whether the supplementary information that accompanies the financial statements, are presented

- fairly, in all material respects, in relation to the financial statements taken as a whole.
- 3.1.3. A report on CSCD's internal control over financial reporting and compliance with laws, regulations and provisions of contracts or grant agreements and other matters based upon an audit of financial statements performed in accordance with the standards applicable to financial audits contained in Government Auditing Standards.
 - 3.1.4. A schedule of findings and questioned costs.
 - 3.1.5. A report of deficiencies in internal control, fraud, illegal acts, violations of provisions of contracts or grant agreements, and abuse.
- 3.2 In the required report(s) on internal controls, the Contractor is required to communicate any significant deficiencies or material weaknesses found during the audit. A control deficiency that is considered a significant deficiency or material weakness shall be defined as a significant deficiency in the design or operation of the internal controls found during the audit, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.
- 3.3 Those control deficiencies that are not significant or material weaknesses discovered by the Contractor are required to be reported in a separate letter to management, which will be referred to in the report(s) on internal controls. The reports on compliance are required to include all instances of noncompliance that must be reported to be in compliance with the law, professional standards and the funding contract requirements. The firm shall describe its method and extent of research and review to reach its findings about control deficiencies.
- 3.4 Fraud, illegal acts, violations of provisions of contracts or grant agreements or abuse. The Contractor is required to make an immediate, written report of any material errors and any known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements of which they become aware to the Travis County District Judges and the Community Supervision and Corrections Department.
- 3.5 Reporting to District Judges and CSCD. The Contractor will assure itself that the Travis County Community Supervision and Corrections Department and District Judges are informed of each of the following:
- 3.5.1. The Contractor's responsibility under auditing standards generally accepted in the U.S. and government auditing standards issued by the comptroller general of the U.S.
 - 3.5.2. Management judgments and accounting estimates
 - 3.5.3. Audit adjustments and uncorrected misstatements

- 3.5.4. Significant accounting policies
- 3.5.5. Critical accounting policies and practices
- 3.5.6. Alternative accounting treatments
- 3.5.7. Other information in the Combined Financial Statements
- 3.5.8. Disagreements with management
- 3.5.9. Management consultation with other accountants
- 3.5.10. Major issues discussed with management prior to retention
- 3.5.11. Significant difficulties encountered in performing the audit
- 3.5.12. Other material written communications
- 3.5.13. Control-related matters

4. REPORTS TO BE ISSUED – Juvenile Probation

- 4.1. Following the completion of the audit of the fiscal year's financial statements, the Contractor shall issue all reports that are required by Juvenile Probation for compliance with law, professional accounting standards, or the funding contracts related to the funds being audited that are in effect for the fiscal year being audited, which include the following for fiscal year ended August 31, 2009 and may change in subsequent fiscal years audited under the contract:
 - 4.1.1. A report to express an opinion on the fair presentation of the combined balance sheet of the Texas Juvenile Probation Commission Grant Funds of Travis County, Texas (the "Grant Funds"), and the related combined statement of revenues, expenditures and changes in fund balance, in conformity with the standards established by the Texas Juvenile Probation Commission.
 - 4.1.2. A report to express an opinion on whether the supplementary information that accompanies the financial statements, are presented fairly, in all material respects, in relation to the financial statements taken as a whole.
 - 4.1.3. A report on the Grant Funds' internal control over financial reporting and compliance with laws, regulations and provisions of contracts or grant agreements and other matters based upon an audit of financial statements performed in accordance with the standards applicable to financial audits contained in Government Auditing Standards.
 - 4.1.4. A schedule of findings and questioned costs.
 - 4.1.5. A report of deficiencies in internal control, fraud, illegal acts, violations of provisions of contracts or grant agreements, and abuse.

- 4.2 In the required report(s) on internal controls, the Contractor is required to communicate any significant deficiencies or material weaknesses found during the audit. A control deficiency that is considered a significant deficiency or material weakness shall be defined as a significant deficiency in the design or operation of the internal control structure found during the audit, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.
- 4.3 Those control deficiencies that are not significant or material weaknesses discovered by the Contractor are required to be reported in a separate letter to management, which will be referred to in the report(s) on internal controls. The reports on compliance are required to include all instances of noncompliance that must be reported to be in compliance with the law, professional standards and the funding contract requirements. The firm shall describe its method and extent of research and review to reach its findings about control deficiencies.
- 4.4 Fraud, illegal acts, violations of provisions of contracts or grant agreements or abuse. The Contractor is required to make an immediate, written report of any material errors and any known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements of which they become aware to the Juvenile Board and Juvenile Probation.
- 4.5 Reporting to the Juvenile Board and Juvenile Probation. The Contractor will assure themselves that the Juvenile Board and Juvenile Probation is informed of:
 - 4.5.1. The Contractor's responsibility under auditing standards generally accepted in the U.S. and government auditing standards issued by the comptroller general of the U.S.
 - 4.5.2. Management judgments and accounting estimates
 - 4.5.3. Audit adjustments and uncorrected misstatements
 - 4.5.4. Significant accounting policies
 - 4.5.5. Critical accounting policies and practices
 - 4.5.6. Alternative accounting treatments
 - 4.5.7. Other information in the Financial Statements
 - 4.5.8. Disagreements with management
 - 4.5.9. Management consultation with other accountants
 - 4.5.10. Major issues discussed with management prior to retention
 - 4.5.11. Significant difficulties encountered in performing the audit
 - 4.5.12. Other material written communications
 - 4.5.13. Control-related matters

5. SPECIAL CONSIDERATIONS

- 5.1 Official Statements. Travis County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the basic financial statements and the Contractor's report thereon. The Contractor is required, if requested by the fiscal advisor or the underwriter through the County Auditor, to issue a letter of "agreement for inclusion" as the independent auditor.
- 5.2 The schedule of expenditures of federal and state awards and related auditor's report, as well as the reports on the internal control over reporting and compliance with laws, regulations and provisions of contracts or grant agreements and other matters are not to be included in the comprehensive annual financial report, but are to be issued separately.
- 5.3 The CSCD basic supervision, diversion, community corrections and TAIP programs report should be issued separately from the audit report for Travis County.
- 5.4 The report to the Juvenile Board and the Texas Juvenile Probation Commission should be issued separately from the audit report for Travis County.

6. IMPLEMENTATION

6.1. PRIMARY GOVERNMENT AUDIT

The Contractor will initiate an invitation to the appropriate official(s) for each of the conferences listed below. Schedule for the 2009 Fiscal Year Audit (a similar schedule will be developed for audits of future fiscal years if Travis County exercises its option for additional audits):

- 6.1.1. Interim Work - The Contractor is required to complete all interim work by September 30, 2009.
- 6.1.2. Detailed Audit Plan - The Contractor is required to provide Travis County a detailed audit plan by September 30, 2009.
- 6.1.3. PBC List - The Contractor is required to provide Travis County a list of all schedules to be prepared by Travis County for interim and year end. For those schedules to be prepared by the County for interim work, the Contractor is required to provide the list by August 15, 2009 and by December 1, 2009 for year end work.
- 6.1.4. Field Work - The Contractor is required to complete all fieldwork by February 10, 2010. Final fieldwork can commence no earlier than January 4, 2010.

- 6.1.5. Draft Reports - The Contractor is required to provide drafts of Report to Management to the County Auditor by February 21, 2010.
- 6.1.6. Entrance Conferences - at a minimum, the following conferences should be held by the dates indicated on the schedule:
 - 6.1.6.1 Entrance conference with the Travis County Commissioners Court (or its voted designees) if requested by the Commissioners Court. The purpose of the meeting will be to discuss the independent auditor's responsibilities (as stated in Government Auditing Standards Chapter 4.05-4.08) in performing this contract, including their responsibilities for testing and reporting on internal controls and compliance with laws and regulations.
 - 6.1.6.2 Entrance conference with the County Auditor
 - 6.1.6.2.1 by September 1, 2009 for interim field work. The purpose of this meeting will be to discuss prior audit problems and the interim work to be performed. This meeting will also be used to establish overall liaison for the audit and to make arrangements for work space and other needs of the Contractor.
 - 6.1.6.2.2 on January 4, 2010 for commencement of year-end audit work. The purpose of this meeting will be to summarize the results of the preliminary review; to identify the key internal controls or other matters to be tested; and to discuss the year-end audit work.
 - 6.1.6.3 Entrance conference with the Travis County District Judges (or its voted designees) if requested by the District Judges.
- 6.1.7. Progress Conferences - at a minimum, the following conferences should be held by the dates indicated on the schedule:
 - 6.1.7.1 Progress conference with the County Auditor by January 15, 2010. The purpose of this meeting will be to discuss the progress of the year-end audit work.
 - 6.1.7.2 Progress conference with the Travis County Commissioners Court (or its voted designees) if requested by the Commissioners Court.
 - 6.1.7.3 Progress conference with the Travis County District Judges (or its voted designees) if requested by the District Judges.
- 6.1.8. Exit Conference
 - 6.1.8.1 Exit conference with the Travis County Commissioners Court (or its voted designees) if requested by the Commissioners Court and with the District Judges (or its

voted designees) if requested by the District Judges. The purpose of these meetings will be to discuss significant audit findings, deficiencies in internal controls, and other significant issues discussed with management.

- 6.1.8.2 Exit conference with the County Auditor no later than February 10, 2010. The purpose of this meeting will be to summarize the results of the field work and to review significant findings.
- 6.1.9. Final Report - The County Auditor will prepare draft financial statements, notes and all required supplementary schedules (and statistical data) by January 4, 2010. The Contractor is required to provide all recommendations, revisions and suggestions for improvement for the draft financial statements to the County Auditor by January 31, 2010. The Independent Auditors' Report, Report to Management (including County's responses) and other reports are required to be delivered to the County Auditor by February 28, 2010. The County Auditor will discuss the Independent Auditors' Report at a posted meeting of Commissioners Court. The Contractor will provide copies of these final reports for distribution.

6.2. SINGLE AUDIT REPORT

Schedule for the 2009 Fiscal Year Audit (a similar schedule will be developed for audits of future fiscal years if Travis County exercises its option for additional audits):

- 6.2.1. Interim Work - The Contractor is required to complete all interim work by September 30, 2009.
- 6.2.2. Detailed Audit Plan - The Contractor is required to provide Travis County a detailed audit plan by September 30, 2009.
- 6.2.3. PBC List - The Contractor is required to provide Travis County a list of all schedules to be prepared by Travis County for interim and year end. For those schedules to be prepared by the County for interim work, the Contractor is required to provide the list by August 15, 2009 and for year end by December 1, 2009.
- 6.2.4. Field Work - The Contractor is required to complete all fieldwork by January 31, 2010. Final fieldwork can commence no earlier than January 4, 2010.
- 6.2.5. Draft Reports - The Contractor is required to provide a draft of the Reports on Federal and State Awards to the County Auditor by February 10, 2010.
- 6.2.6. Entrance/Progress/Exit Conferences - These should be part of the conferences stated in Section 6.1.

- 6.2.7. Final Report - The County Auditor will prepare a draft of Reports on Federal and State Awards, including notes and all required supplementary schedules by January 4, 2010. The Contractor is required to provide all recommendations, revisions and suggestions for improvement for the draft financial statements to the County Auditor by January 31, 2010. The Reports on Federal and State Awards is required to be delivered to the County Auditor by February 28, 2010. The Contractor will provide copies of this final report for distribution.

6.3. COMMUNITY SUPERVISION & CORRECTIONS (CSCD)

Schedule for the 2009 Fiscal Year Audit (a similar schedule will be developed for audits of future fiscal years if CSCD exercises its option for additional audits):

- 6.3.1. Interim Work - The Contractor is required to complete all interim work by September 30, 2009.
- 6.3.2. Detailed Audit Plan - The Contractor is required to provide the County Auditor a detailed audit plan by September 30, 2009.
- 6.3.3. PBC List – The Contractor is required to provide the County Auditor a list of all schedules to be prepared by the County for interim and year end. For those schedules to be prepared by the County for interim work, the Contractor is required to provide the list by August 15, 2009 and for year end by December 1, 2009.
- 6.3.4. Field Work - The Contractor is required to complete all fieldwork by January 31, 2010. Final fieldwork can commence no earlier than January 4, 2010.
- 6.3.5. Draft Reports - The Contractor is required to provide a draft of the Combining Financial Statements and Supplemental Schedules to the County Auditor by February 10, 2010.
- 6.3.6. Entrance/Progress/Exit Conferences - Conferences with the Travis County Community Supervision and Corrections Department (or designee) if requested by the Community Supervision and Corrections Department.
- 6.3.7. Final Report - The Combining Financial Statements and Supplemental Schedules should be delivered to the County Auditor by February 28, 2010. The Contractor will provide copies of this final report for distribution.

6.4. JUVENILE PROBATION DEPARTMENT (JUVENILE PROBATION)

Schedule for the 2009 Fiscal Year Audit (a similar schedule will be developed for audits of future fiscal years if Juvenile Probation exercises its option for additional audits):

- 6.4.1. Interim Work - The Contractor is required to complete all interim work by September 30, 2009.
- 6.4.2. Detailed Audit Plan - The Contractor is required to provide Juvenile Probation and the County Auditor a detailed audit plan by September 30, 2009.
- 6.4.3. PBC List – The Contractor is required to provide the County Auditor a list of all schedules to be prepared by the County for interim and year end. For those schedules to be prepared by the County for interim work, the Contractor is required to provide the list by August 15, 2009 and for year end work by December 1, 2009.
- 6.4.4. Field Work - The Contractor is required to complete all fieldwork by January 31, 2010. Final fieldwork can commence no earlier than January 4, 2010.
- 6.4.5. Draft Reports - The Contractor is required to provide draft of the Combined Financial Statements-Regulatory Basis to the County Auditor by February 10, 2010.
- 6.4.6. Entrance /Progress/Exit Conferences - Conferences with the Travis County Juvenile Probation Department (or designee) if requested by Juvenile Probation.
- 6.4.7. Final Report - The Combined Financial Statements-Regulatory Basis should be delivered to the County Auditor by February 21, 2010. The Contractor will provide copies of this final report for distribution.

7. ASSISTANCE TO BE PROVIDED TO THE AUDITOR & REPORT PREPARATION

7.1. Auditor's Office and Clerical Assistance

The County Auditor's staff and responsible management personnel will be available during the audit to assist Contractor by providing information, documentation and explanations. Contractor is required to detail the Contractor's approach to using the staff of the County Auditor's Office, describe the work Contractor proposes that the County Auditor's Office Revenue & Internal Controls Auditing division perform, and list workpapers, schedules, and other reasonable preparations that the Contractor will require of the County Auditor's staff for the primary government, CSCD and Juvenile Probation.

7.2. Work Area, Telephones, Internet, Photocopying and Fax Machines

Travis County will provide the Contractor with reasonable work space, writing surfaces and chairs when on site for interviews and document review. The Contractor will also be provided with access to telephone lines for local calls, internet, photocopying facilities and Fax machines. Travis County will not provide computers, printers, pens, paper, or other equipment or supplies associated with the provision of services.

7.3. Report Preparation

Preparation, editing and printing of the Comprehensive Annual Financial Report will be done by the County Auditor's Office. Reproduction of the report will be done by the Travis County Administrative Operations - Printing Section. Printing of the single audit report, CSCD report and Juvenile Probation report will be done by Contractor. The Contractor must also provide the reports in pdf format.

8. SUPERVISION, DIVERSION, COMMUNITY CORRECTIONS AND TAIP PROGRAMS COMPLIANCE PROVISIONS

- 8.1. The Contractor must comply with the "Independent Audit Guidelines, Compliance Requirements and Standard Reporting Formats" that CJAD publishes for each fiscal year that corresponds to the fiscal year in which an audit is to be completed under the terms of this agreement. These requirements may differ from year to year as determined by CJAD.
- 8.2. If TDCJ-CJAD changes the report submission deadline, Contractor shall provide all reports to the County Auditor no later than thirty (30) calendar days before the applicable TDCJ-CJAD submission date.

9. JUVENILE PROBATION TJPC GRANTS COMPLIANCE PROVISIONS

- 9.1 The Contractor must comply with the Audit Requirements including procedures and formats that TJPC publishes for each fiscal year that corresponds to the fiscal year in which an audit is to be completed under the terms of this agreement. These requirements may differ from year to year as determined by TJPC.
- 9.2 If TJPC changes the report submission deadline, Contractor shall provide all reports to the County Auditor no later than thirty (30) calendar days before the applicable TJPC submission date.

ATTACHMENT B

PROPOSED AUDIT AND STAFFING PLAN FOR TRAVIS COUNTY FROM LOCKART, ATCHLEY & ASSOCIATES, L.L.P.

INDEPENDENCE

We certify that we are independent of each Contracting Entity, who are the subject of this proposal, and all component units and related organizations of the Contracting Entity as defined by governmental accounting and auditing standards.

PROPOSAL

TECHNICAL APPROACH

General Requirements

The audit work plan for Travis County and its component units will involve many aspects and organizational/operational layers, all of which will be tailored to the conditions and circumstances unique to the County and its units. The blended component units are defined as Northwest Travis County Road District No. 3, Southwest Travis County Road District No. 1, Travis County Bee Cave Road District No. 1, Capital Health Facilities Development Corporation, Travis County Housing Finance Corporation, Travis County Health Facilities Development Corporation, Capital Industrial Development Corporation, Travis County Development Authority, Travis County Cultural Education Facilities Finance Corporation. Financial information for the Travis County Healthcare District will be presented as a discretely presented component unit. The financial information for the Healthcare District will be audited by other auditors upon whose work we will rely. Our work plan will incorporate all of the elements of Generally Accepted Auditing Standards required of this engagement.

Audit Approach

From our years of auditing governmental and non-profit organizations, we have developed an approach that we believe provides the most effective and efficient audits. Through proper planning, frequent communication and coordination of timing of work with you and your staff, we provide the highest quality audit with the least disruptions to your normal operations at the most efficient cost to you. Some of the key elements of our audits are as follows:

Audit Programs

We use specialized audit programs tailored for governmental organizations to include all financial, compliance and internal control requirements of GAAS, GAGAS and OMB Circular A-133.

Sampling Procedures

In order to perform our audit more efficiently we use sampling procedures to test areas where there are likely to be numerous transactions. Our sampling method allows us to translate subjective audit judgments into quantitative terms for the following features:

- * Tolerable error
- * Reliance on internal controls

- * Evidence from analytical review or other related substantive procedures
- * Inherent risk associated with the engagement and the specific items to be sampled

Sampling is used in areas such as detail testing of expenditures, testing compliance with laws and regulations and testing whether various internal controls are functioning as prescribed.

Communication

Finally, even though we will assist you as necessary in developing the financial statements, the resulting financial statements are your financial statements. Accordingly, we emphasize communicating our progress and findings with you throughout the audit process. This helps insure that the information presented in the financial statements is as accurate as possible.

Personnel Assigned to your Audit

Our philosophy is to assign only partners, managers and staff who are experienced with the unique requirements and demands of governmental and non-profit audits. We try to maintain consistency in our staffing from year to year. This enables us, and you, to spend time on the audit rather than in training our staff in governmental accounting and reporting requirements or other unique aspects of your engagement. We do not anticipate major changes in the audit process from year to year. If changes occur, we will adapt as needed and inform the County's personnel of any potential adjustments.

Use of County Personnel

We will attempt to maximize the assistance from your staff while causing as little disruption to your normal operations as possible. We would expect your staff to provide assistance in pulling supporting documents, preparing various work-papers and report schedules. We would provide the County with a list of these items well in advance of our starting our fieldwork. We understand the County will prepare and print all copies of the Comprehensive Annual Report.

Specific Requirements

Travis County Annual Audit – The tasks needed to be performed in order to express an opinion on the fair presentation of each opinion unit in the County's basic financial statements in conformity with a comprehensive basis of accounting consistent with State Law shall be the responsibility of Lockart, Atchley & Associates, LLP. The Tasks to be performed are set forth in the Technical Qualifications / Audit Approach section beginning on page 7 of this proposal. We will rely on work performed by the County Auditor's staff to the extent practical.

Juvenile Board Audit – the tasks that need to be performed in order to express an opinion on the fair presentation of the financial statements of the Texas Juvenile Probation Commission Grant Funds of Travis County, Texas in conformity with a comprehensive basis of accounting consistent with State Law and the provisions of the Texas Juvenile Probation Commission State Aid Agreement will be the responsibility of Lockart, Atchley & Associates, LLP. This process will incorporate the special considerations, audit requirements, financial statement requirements, and tasks set out in the *Texas Juvenile Probation Commission's Audit Requirements Circular* (anticipated to be issued on or about September 30, 2009 for the fiscal year ending August 31,

2009) and any auditing requirements contained in the most current edition of the Texas Juvenile Probation Commission's *Compliance Resource Manual*. Further, this process shall incorporate task and procedure elements of the Audit Approach, Audit Programs, Sampling, and Communications previously presented and which tasks and procedures would be modified or expanded as necessary for circumstances and activities associated with administration of this program and its grants.

Community Supervision and Corrections Audit – the tasks that need to be performed in order to express an opinion on the fair presentation of the CSCD's combining statement of financial position and related combining statements of revenues, expenditures and changes in fund balances of the supervision, diversion, community corrections and TAIP programs in conformity with standards established by the Texas Department of Criminal Justice as set forth its "*Financial Management Manual for CJAD Funding*" shall be the responsibility of Lockart, Atchley & Associates, LLP. This process will incorporate the general audit objectives, requirements, reports and tasks set out in the Texas Department of Criminal Justice's *Independent Audit Guidelines, Compliance Requirements and Standard Reporting Formats Circular* (anticipated to be issued on or about August 14, 2009 for the fiscal year ending August 31, 2009). Further, this process shall incorporate task and procedure elements of the Audit Approach, Audit Programs, Sampling, and Communications previously presented and which tasks and procedures would be modified or expanded as necessary for circumstances and activities associated with administration of this program and its grants.

Corporations Annual Audit - the tasks needed to be performed in order to include the Corporations as blended component units in the County's financial statements shall be the responsibility of Lockart, Atchley & Associates, LLP. This process shall incorporate task and procedure elements of the Audit Approach, Audit Programs, Sampling, and Communications previously presented and which tasks and procedures would be modified or expanded as necessary for circumstances, organizational structure, activities and borrowings of each Corporation included in this proposal. We will not issue a separate opinion on the Corporations either individually or on a combined basis.

STAFFING / KEY PERSONNEL

Audit Team

We feel that the successful performance of an engagement is directly related to the personnel assigned to it. As with all of our engagements, we have selected a seasoned, professional team with skills, which are directly related to the County's requirements. Each of the selected members has extensive governmental and non-profit experience and will be available for your September 30, 2009 audit. The key members of your client service team will include the following:

Engagement Partner

The partner assigned to your engagement will be Dan Shaner, CPA. He will be the primary client contact and will be responsible for:

- Overall planning and coordination of all professional services rendered to you as a client.

- Final approval of overall scope of the examination, audit objectives of the current period and areas of special attention.
- Final review of all reports and work papers related to specific, critical or key areas.
- On-going communications with the County throughout the year.

Engagement Manager

The manager assigned to your engagement will be Frank Stover, CPA/CFF, CFE. He will be responsible for:

- Preparing the detailed engagement plan and budget.
- Determining the overall scope of examination, audit objectives of the current period and areas requiring special attention.
- Coordinating the work of the audit staff.
- Providing direct and frequent communication regarding the progress of the engagement during the course of the examination.
- Direct participation in the execution of the audit.

Engagement Supervisor

The supervisor assigned to your engagement will be Margaret Butler, CPA. She will be responsible for:

- Day to day conduct and supervision of the audit.
- Ensuring that the audit objectives are carried out in an effective and efficient manner.
- Ensuring that our procedures will support our opinion on the County's financial statements.

Engagement Senior

The senior accountant assigned to your engagement will be Josh Stewart, CPA. He will be responsible for:

- Day to day conduct and supervision of the audit.
- Ensuring that the audit objectives are carried out in an effective and efficient manner.
- Ensuring that our procedures will support our opinion on the County's financial statements.

Resumes of Other Staff

In addition to the foregoing personnel, we would use such other staff members as necessary to perform the assignment on a timely basis. All of our staff members are college graduates and most are Certified Public Accountants. We have sufficient staff to perform this engagement within the time frame stated in this proposal. In the event of an unexpected personnel change on the audit team, we would inform you immediately and make certain changes to ensure the competency and continuance of the audit.

QUALIFICATIONS

Audit Team Qualifications

As stated above, we have a qualified audit team to perform your audit. Below you will find each key team member's qualifications:

- Dan Shaner, CPA/Partner - Dan graduated with a Bachelor of Science in Accounting from the University of Illinois, and from Indiana University with a Masters in Business Administration. He is a member of the American Institute of Certified Public Accountants (AICPA), the Texas Society of CPAs, and the Austin Chapter of the TSCPAs.

Dan is one of the founding partners of Lockart, Atchley & Associates, L.L.P. (formed in August, 1999). Prior to joining Lockart, Atchley & Associates, L.L.P, his experience included positions at KPMG Peat Marwick, Grant Thornton, and Faske Lay & Co. Dan has worked with non-profit, governmental, and other entities since 1972.

- Frank Stover, CPA/CFF, CFE, Manager - Frank is a graduate of Michigan State University and has had over 35 years experience in both the public and private sectors. His public accounting experience includes serving a wide range of clients in audit, tax and general accounting services. Frank has extensive experience with businesses, non-profit organizations, governmental institutions and other engagements. Frank is a member of the Texas Society of Certified Public Accountants, the Austin Chapter of the Texas Society, the American Institute of Certified Public Accountants and the Association of Certified Fraud Examiners. He served for seven years on the Board of Directors and the Executive Committee of the Dallas Red Cross. He has also served on the Texas Society of CPAs' Members in Industry and Government Committee and on the Dallas Chapter of the TSCPAs' Continuing Professional Education Committee.
- Margaret Butler, CPA, Supervisor - Margaret is a graduate of Texas State University and has over 15 years of accounting experience. She is a member of the American Institute of Certified Public Accountants and the Texas Society of Certified Public Accountants, including the Austin Chapter. Prior to joining our firm, she was with Jaynes Reitmeier Boyd & Therrell, PC, Faske Lay & Co., Hospice Austin, and Cline & Co, PC.

- Josh Stewart, CPA – Josh is a graduate of Tarleton State University and has over 10 years of experience in the public and private sector, including audits of governmental entities. He is a member of the American Institute of Certified Public Accountants and the Texas Society of Certified Public Accountants, including the Austin and Rio Grande Valley Chapters and is a member of the Rotary Club of Brownsville Sunrise. Prior to joining our firm, he was with Rylander, Clay and Opitz, LLP; Potter & Company, P.A.; Wood, Johnson, Heath, P.C.; Freemon, Shapard & Story.

Also, Mr. Dan Shaner has experience with Municipal Utility District and Texas Independent School District audits. Mr. Shaner has handled utility audits and school district audits for several entities for over three to five years per entity. In addition, Mr. Shaner, Mr. Stover and Mrs. Butler have served in similar capacities on audits of many other governmental or nonprofit organizations. Many of those audits have been performed in accordance with OMB Circular A-133.

Educational Background and Continuing Professional Education

All staff members are degreed accountants; most senior staff and above are also CPAs. All professional personnel are required to participate in at least 20 hours of continuing professional education every year aggregating to at least 120 hours in the three most recent educational years. Individuals responsible for planning, directing, reporting or working on government audits receive at least 24 hours every year of continuing education in subjects directly relating to the government environment and government auditing. In addition, most of the CPAs at our firm not only meet the requirements for obtaining continuing professional education, they exceed the minimum educational requirements issued by the State of Texas.

Topics of continuing education training sessions attended in the last two years include the following:

- Texas School District Accounting and Auditing Updates
- Governmental Accounting and Auditing Updates
- Nonprofit Accounting and Auditing Updates
- Financial Institution Accounting and Auditing
- Other accounting, tax, computer software, etc.
- Risk Assessment Standards

We are in compliance with Texas State Board of Public Accountancy and AICPA continuing education requirements.

Other Partners and Managers

The other partners at Lockart, Atchley & Associates, L.L.P. are Karen Atchley, Jim Lockart, Evonne Jones, Joyce Smith, Harold Ingersoll and Ronny Armstrong. All of the partners have served clients in the Austin area for many years. Although not specifically assigned to the Travis County engagement, all partners are available to assist with any technical issue that may arise.

We would use other staff as necessary to complete the audit in a timely and efficient manner. Attached are copies of the resumes of all the CPAs and/or technical staff in our office. We are proud of all of our team members because each one brings specific strengths that benefit the

entire organization. We do not anticipate the need for any outside consultants or specialists to assist our staff with this engagement.

Licensing, Peer Review and Quality Control

Lockart, Atchley & Associates, L.L.P. (LA&A) is licensed by the Texas State Board of Public Accountancy as a practice unit to practice public accountancy in Texas. Our identification number is P04905-001 (V09692). We are not now, nor have we ever been, under the terms of a public or private reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other states.

We are in compliance with State regulations governing the practice of Public Accountancy. No disciplinary action has been asserted against Lockart, Atchley & Associates, L.L.P., or any of its partners, by the AICPA, a state society of CPAs, the Federal government, or any state agency.

Lockart, Atchley & Associates, L.L.P. takes part in the American Institute of Certified Public Accountants' Peer Review Program that is administered by the Texas Society of Certified Public Accountants. Under this program, every three years we are audited by another CPA firm, which reviews the quality of our procedures and performance. Our most recent quality control review was for the period ended April 30, 2007. The report was dated August 31, 2007, and stated in part, "In our opinion, the system of quality control for the accounting and auditing practice of Lockart, Atchley & Associates, L.L.P. in effect for the year ended April 30, 2007, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was being complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards." We are very proud of this report and make great efforts to continue to provide the highest quality audits to our clients.

TECHNICAL QUALIFICATIONS / AUDIT APPROACH

AUDIT WORK PLAN

Audit Methodology

Lockart, Atchley & Associates, LLP will use the Knowledge-Based Audit (KBA) methodology which is designed to help us efficiently and effectively perform financial statement audits of *state and local governments*, in accordance with auditing standards generally accepted in the United States of America (GAAS), and, when applicable, generally accepted *Government Auditing Standards (GAGAS)*.

Our audit of the County will be performed in accordance with the following standards and requirements.

- Generally Accepted Auditing Standards (GAAS);
- *Government Auditing Standards* – July 2007 Revision; and
- The Single Audit Act of 1996, as amended, and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* (Single Audit or A-133).

Opinion Units

GASB Statement No. 34, requires us to render opinions on more than a single set of financial statements. Our opinion will include an opinion for each opinion unit, including the governmental activities, business-type activities, the discretely presented component units, each major governmental and enterprise fund, and the aggregate remaining fund information. Audit materiality will be based on materiality for each opinion unit independent of any other opinion unit.

Major Funds

Our audit will also consider whether the County has properly segregated its activities into separate funds as required by laws, regulations, contracts and grant agreements and properly reported these funds by fund-type classification. We will evaluate the County's determination of major funds and ensure they are reported in a separate column within the fund financial statements.

Compliance Requirements

We will apply audit procedures to identify the applicable direct and material effect laws and regulations, contracts, and grant agreement provisions, and apply tests of compliance over such requirements to provide reasonable assurance the financial statements are free of material misstatement resulting from noncompliance.

Accounting and Reporting Alternatives

The accounting standards of the GASB permit state and local governments to select from a number of accounting and financial reporting alternatives. These alternatives include such matters as: budgetary comparison information presentations; financial statement presentations and level of detail in both government-wide and fund financial statements; identification of major funds; and infrastructure reporting and depreciation. Lockart, Atchley & Associates, LLP will evaluate the appropriateness of the County's selection of the available alternatives.

The Knowledge-Based Audit is a risk-based audit methodology that emphasizes using knowledge of the entity to make the risk assessments in connection with a financial statement audit. All audits are risk based to some extent because an auditor does not test 100% of the transactions of an entity. The more accurately an auditor assesses an entity's risks of material misstatement, the more assurance the auditor has that the procedures performed in response to the risk assessments will detect material misstatements. Therefore, the primary drivers of the KBA approach are:

1. Obtaining an understanding of the entity and its environment, including its internal control, sufficient to accurately assess the risks of material misstatement.
2. Designing and performing audit procedures that are responsive to the risks of material misstatement.

For this methodology to be effective, information—or knowledge—must flow through the audit process. The KBA approach is designed to facilitate this flow of information.

We will also use software developed and provided by McGladrey & Pullen to assist us in gathering the relevant information regarding systems, procedures and contracts in use by the County, to assess risks related to all relevant assertions, to highlight risks of material misstatements and to develop the appropriate audit procedures.

This methodology is presented as eight processes, as follows:

1. Pre-Engagement Procedures;
2. Risk Assessment Procedures: Obtaining an Understanding of the Entity and Its Environment;
3. Risk Assessment Procedures: Evaluating the Design of Internal Controls;
4. Assessing the Risks of Material Misstatement;
5. Designing Audit Procedures in Response to Assessed Risks;
6. Performing Audit Procedures: Tests of the Operating Effectiveness of Internal Controls;
7. Performing Audit Procedures: Substantive Tests; and
8. Evaluating, Concluding, and Reporting Procedures.

The understanding obtained in each process affects the decisions made in the next. Although we will likely perform most steps in the methodology sequentially, an audit is not necessarily a linear process. We may need to reconsider decisions made in an earlier process based on evidence obtained in a later stage of the audit.

In general, knowledge we gain regarding the County should flow through the above eight processes and affect the audit as follows:

1. Knowledge gained from pre-engagement procedures, the determination of materiality, and preliminary analytical procedures is used to customize the audit plan for risk assessment procedures.
2. Knowledge gained from risk assessment and other procedures is used to identify and assess the risks of material misstatement.
3. Knowledge gained from risk assessment procedures and the risks of material misstatement is used to customize the audit plan for further audit procedures.
4. Evidence gained from further audit procedures is evaluated to determine whether audit risk has been reduced to an acceptably low level, and the appropriate auditor's report is issued.

Audit planning in the KBA methodology is not a single, isolated event but instead involves different processes. For example, we need to plan (1) pre-engagement procedures, (2) risk assessment procedures, and (3) further audit procedures. Lockart, Atchley & Associates will also plan certain logistical and project management procedures. We may be able to plan a substantial portion of each of these processes in one general audit planning meeting but will more likely need two or more planning sessions to ensure that the knowledge gained in one stage of the audit is adequately addressed in later stages. Judgment will be used in determining how and when to plan the different audit processes. We will also ensure that the planning process takes into account the knowledge gained from risk assessment procedures in the design of further audit procedures. We will also keep in mind that evidence gained from performing risk assessment procedures may address relevant assertions and reduce the extent of other audit procedures.

Lockart, Atchley & Associates, LLP believes that in applying the KBA methodology we will:

- Encourage and facilitate communication among audit team members and County personnel.
- Link the understanding gained in one area to the procedures performed in another.
- Focus on changes from the prior year in determining which information is important when performing risk assessment procedures.
- Customize the audit plan for risk assessment and further audit procedures for each component unit part of this engagement.

Travis County Activity Plan

The audit activity for the County is divided into four significant phases: Planning and Review, Testing Sample Transactions, Account Balances Testing, and Report and Exit Interviews. Each of these phases is discussed briefly below.

Planning and Review

The planning phase is a key element in our audit approach. During this phase, our efforts would be concentrated on reviewing and documenting your accounting system and internal control structure and tailoring the detailed audit plan in accordance with Statements on Auditing Standards No. 104-111 (the Risk Assessment Suite of Standards). These standards require the auditors to fully document our understanding of your controls, document our assessment of the risks of material misstatement, and tailor the audit program based on our understanding and assessment. This would also include a review of the prior auditors' workpapers. This would be done early in the audit, during interim fieldwork.

Testing Sample Transactions

Based on the results of our review of the accounting system and controls, we will select a number of sample transactions to test internal controls, to test compliance with Federal and State grant provisions and to test for financial statement propriety. Statistical sampling techniques would be utilized for a major portion of this task. At the conclusion of this task we would make any necessary revisions to our detailed audit plan as a result of our findings in these tests of transactions.

Account Balances Testing

This phase would be primarily directed at testing account balances as of September 30, and would include confirmation of selected accounts, account reconciliations, and analyses.

Communication

Finally, even though we will assist you as necessary in developing the financial statements, the resulting financial statements are your financial statements. Accordingly, we emphasize communicating our progress and findings with you throughout the audit process. This helps insure that the information presented in the financial statements is as accurate as possible.

Reports and Exit Interviews

Upon completion of the fieldwork, we would review the draft of the County's Comprehensive Annual Financial Report and prepare our opinion on the fairness of the financial statements, our reports on compliance with the various funding agency requirements and our reports on the internal control structure. During this period we would also conduct our exit interviews, which would include discussions of draft copies of our reports with representatives of the County. This will also include reviewing drafts of the separate reports on the Juvenile Probation funds and Corrections Department audits. The County will be responsible for drafting the Comprehensive Annual Financial Report and for its distribution.

Information Sources

Lockart, Atchley & Associates, LLP will make use of the Contracting Entity's original materials, such as approved budgets, organizational charts, manuals and programs, financial and other related materials and management information systems as well as publicly available information from other sources necessary for us to perform the audit.

Audit Approach

Engagement Segmentation

The audit will be segmented into naturally occurring component units required for the efficient performance of procedures and assessment of risks.

Segment : Staff / hours

The staff dedicated to this engagement will be available to work on all segment of the engagement, staff hours are set out by entity in the Fee Schedule attachment.

Sample sizes

Sample sizes will be driven by materiality and risk factors determined on a component unit basis.

EDP software usage

Lockart, Atchley & Associates, LLP will use paperless auditing software to perform this engagement as well as using information that can be exported in electronic format from the County's management information systems.

Analytical process

Analytical techniques will be used as part of our audit process. This will include historical vertical and horizontal analysis as well as comparison to other public information of similarly situated component units and entities.

Internal control documentation process

Internal control documentation will be based upon information provided from Contracting Entity personnel through management information systems, interviews, observations, and "walk throughs" of real time transactions.

Determination of relevant laws and regulations

Applicable laws and regulations regarding this engagement will be determined by interviews of Contracting Entity personnel, inquiry of prior auditors, research of public records and databases.

Compliance sampling approach

Compliance sampling will be based upon our assessment of the direct effect of laws and regulations, contracts, and grant agreement provisions where

noncompliance would cause a material misstatement. Compliance sampling will not necessarily be driven by materiality at a component unit level.

Compliance with Texas Department of Criminal Justice – Community Justice Assistance Division “Financial Management Manual for CJAD Funding” and “Independent Audit Guidelines, Compliance Requirements and Standard Reporting Formats” – Approach to determining compliance

We will obtain the most current edition of this document and will follow the guidance and requirements set out therein to design and perform procedures and tests to ensure audit compliance.

Compliance with provisions of the Texas Juvenile Probation Commission Aid Agreement

We will obtain the most current edition of this document and will follow the guidance and requirements set out therein to design and perform procedures and tests to ensure audit compliance.

Travis County Work Plan

Proposed work plan for Travis County audit:

	<u>Interim</u>	<u>Final</u>	<u>Estimated Hours</u>
Engagement Management	S/M/P	S/M/P	115
Perform Audit Planning	S/M/P		55
• Prepare permanent files	S/St	S/St	12
• Read minutes	M/S/St	M/S/St	18
• County personnel participation	P/M/S		12
• Evaluate and test internal accounting controls, including EDP systems	M/S/St	S/St	115
• Discuss format and preparation of financial reports, and review potential audit and reporting problems with management	P/M/S	P/M/S	12
Perform substantive testing:			
• Revenues and expenditures		S/St	140
• Cash and investments		S/St	70
• Taxes receivable and other receivables		S/St	55
• Other assets		S/St	42
• Capital assets	S/St	S/St	85
• Accounts payable and accrued liabilities		S/St	55
• Long-term debt, leases and interest	S/St	S/St	85
• Other liabilities and deferred revenue		S/St	55
• Single Audit testing	S/St	S/St	230
• Fund balances and net assets		S/St	28
Supervise staff and review workpapers	P/M/S	P/M/S	55
Review draft of CAFR, tie to workpapers		M/S/St	55

Proposed work plan for Travis County audit: (continued)

Prepare management letter, SAS 112 letter, and Single Audit report	P/M/S	28
Review drafts of CAFR and other reports with management	P/M/S	28
Issue reports	P/M	<u>20</u>
TOTAL HOURS FOR AUDIT		<u><u>1,370</u></u>

(P = Partner, M = Manager, S = Supervisor/Senior, St = Staff Accountant)

Proposed work plan for Community Supervision and Corrections Department:

	<u>Interim</u>	<u>Final</u>	<u>Estimated Hours</u>
Arrange meeting with CSCD to discuss timing and management concerns	S/M/P	S/M/P	6
Perform Audit Planning	S/M/P		12
Evaluate and test internal accounting controls, including EDP systems	M/S/St	S/St	12
Discuss format and preparation of financial reports, and review potential audit and reporting problems with management	P/M/S	P/M/S	6
Perform tests of detail	S/St	S/St	110
Supervise staff and review workpapers	P/M/S	P/M/S	12
Review drafts of financial statements		P/M/S	12
Prepare management comments and findings		P/M/S	6
Review drafts of financial statements with CSCD		P/M/S	6
Issue reports		P/M	<u>8</u>
TOTAL HOURS FOR AUDIT			<u><u>190</u></u>

(P = Partner, M = Manager, S = Supervisor/Senior, St = Staff Accountant)

Proposed work plan for Juvenile Board audit:

	<u>Interim</u>	<u>Final</u>	<u>Estimated Hours</u>
Arrange meeting with Board to discuss timing and management concerns	S/M/P	S/M/P	4
Perform Audit Planning	S/M/P		12
Evaluate and test internal accounting controls, including EDP systems	M/S/St	S/St	14
Discuss format and preparation of			

Proposed work plan for Juvenile Board audit: (continued)

financial reports, and review potential audit and reporting problems with management	P/M/S	P/M/S	4
Perform tests of detail	S/St	S/St	60
Supervise staff and review workpapers	P/M/S	P/M/S	10
Review drafts of financial statements		P/M/S	12
Prepare management comments and findings		P/M/S	4
Review drafts of financial statements with CSCD		P/M/S	4
Issue reports		P/M	<u>4</u>
TOTAL HOURS FOR AUDIT			<u>128</u>

(P = Partner, M = Manager, S = Supervisor/Senior, St = Staff Accountant)

Proposed work plan for Corporations annual audit:

	<u>Interim</u>	<u>Final</u>	<u>Estimated Hours</u>
Arrange meeting with Corporations to discuss timing and management concerns	S/M/P	S/M/P	2
Perform Audit Planning	S/M/P		4
Evaluate and test internal accounting controls, including EDP systems	M/S/St	S/St	4
Discuss format and preparation of financial reports, and review potential audit and reporting problems with management	P/M/S	P/M/S	2
Perform tests of detail	S/St	S/St	20
Supervise staff and review workpapers	P/M/S	P/M/S	6
Review drafts of financial statements		P/M/S	2
Prepare management comments and findings		P/M/S	2
Review drafts of financial statements with CSCD		P/M/S	2
Issue reports		P/M	<u>2</u>
TOTAL HOURS FOR AUDIT			<u>46</u>

(P = Partner, M = Manager, S = Supervisor/Senior, St = Staff Accountant)

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

Anticipated Potential Audit Problems

We do not anticipate any audit problems regarding the proposed Travis County engagement.

If a problem were encountered we believe in a proactive approach wherein we would as soon as possible notify the appropriate County personnel and schedule a meeting to discuss the issue and

thereby arrive at a mutually agreeable process to resolve the immediate problem and to move the audit forward. We can draw on the resources of McGladrey & Pullen and their affiliated firms, if necessary. However, the final resolution will be made by Lockart, Atchley & Associates, LLP in conjunction with County personnel.

INDEPENDENCE

Independence

We certify that we are independent of each Contracting Entity, who are the subject of this proposal, and all component units and related organizations of the Contracting Entity as defined by governmental accounting and auditing standards.

We will remain independent with respect to each Contracting Entity, its officers, and key employees in the Contracting Entity financial operations, as defined by the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

We are independent with respect to all of the component units and related organizations of the Contracting Entity as defined by the same standards.

There are not now nor for the previous five (5) years have there been any professional relationships involving the Contracting Entity or any of its subdivisions or component units.

We affirm that we will give the Contracting Entity written notice of any professional relationship which might be entered into during the period of this agreement with any of its subdivisions or component units.

LICENSE TO PRACTICE IN TEXAS

License to Practice in Texas

Firm:

Lockart, Atchley & Associates, L.L.P. (LA&A) is licensed by the Texas State Board of Public Accountancy as a practice unit to practice public accountancy in Texas. Our identification number is P04905-001 (V09692). Lockart, Atchley & Associates, LLP is in good standing with the Board.

Key Personnel:

Dan A. Shaner, Franklin H. Stover, Margaret Butler, and Josh Stewart are licensed to practice as public accountants by the Texas State Board of Public Accountancy, all licenses are current and they are in good standing.

CORPORATE EXPERIENCE

Location of Firm:

The location of the office which will provide the requested services is 6850 Austin Center Blvd., Suite 180, Austin, Texas 78731. Lockart, Atchley and Associates, LLP has maintained this office since 1999. This is our only office.

Engagement Staffing:

There will be a minimum of eight (8) full time personnel assigned to perform the services set out in this proposal. There will be two (2) partners involved (one will perform a second partner review of the final product), one (1) manager, one (1) supervisor, one (1) senior, and three (3) staff accountants.

Joint Venture / Consortium:

Lockart, Atchley & Associates, LLP is not a joint venture or consortium, and will not create or join such entity to complete the County's audit.

Federal / State Reviews:

Lockart, Atchley & Associates, LLP has not had any federal or state desk or field reviews of its audits in the past three (3) years. The firm has never been subject to any disciplinary actions by federal regulatory bodies, state regulatory bodies or professional organizations.

Race / Gender Description of Ownership and Staffing:

<u>Partners:</u>	<u>Male</u>	<u>Female</u>
Caucasian	4	3
<u>Staff:</u>		
Caucasian	11	30
Black	1	3
Hispanic	1	2
Indian	0	1
Asian	<u>0</u>	<u>1</u>
Total	<u>17</u>	<u>40</u>

Regarding this proposal and the request for race/gender descriptions, Lockart, Atchley & Associates does not contemplate that services will be provided by other firms.

SUBCONTRACTING

Lockart, Atchley & Associates, LLP does not intend to use subcontractors to perform any part of the services addressed in this proposal.

TERM OF ENGAGEMENT

Lockart, Atchley and Associates, LLP proposes to contract for a one year contract and extend to the Contracting Entity four subsequent options to renew, subject to an annual review by the Contracting Entity and Lockart, Atchley & Associates, LLP. Pricing to be established by contract award.

ATTACHMENT C1

TRAVIS COUNTY ENGAGEMENT LETTER FOR FISCAL YEAR ENDING SEPTEMBER 30, 2009



Lockart, Atchley & Associates, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

James E. Lockart, CPA
Karen E. Atchley, CPA
Nancy E. Boyd, CPA
Dan A. Shaner, CPA
Evonnie G. Jones, CPA
Joyce J. Smith, CPA
Harold F. Jagersoll, CPA
Ronny Armstrong, CPA

RSM McGladrey Network
An Independently Owned Member

June 30, 2009

The Honorable Samuel T. Biscoe
Travis County Judge
314 W. 11th Street
Austin, Texas 78701

Ms. Susan Spataro
Travis County Auditor
314 W. 11th Street
Austin, Texas 78701

Dear Judge Biscoe and Ms. Spataro:

Lockart, Atchley & Associates, LLP is pleased to serve as independent auditors for Travis County, Texas (the "County"). Mr. Dan Shaner will be responsible for the services that we perform for the County hereunder.

In addition to the audit services we are engaged to provide under this engagement letter, which is a part of the Contract, and the External Auditing Contract between Lockart, Atchley & Associates, LLP and Travis County, Travis County Community Supervision and Corrections Department, and Travis County Juvenile Probation Department (the "Contract"), we would be pleased to assist the County on issues as they arise throughout the year. We hope that you will call Mr. Shaner whenever you believe Lockart, Atchley & Associates, LLP can be of assistance.

We will perform this engagement subject to the terms and conditions set forth in the Contract.

Audit Services

We will perform an audit of Travis County's governmental activities, business-type activities, aggregate discretely presented component units, each major fund, and aggregate remaining fund information as of and for the year ended September 30, 2009 which collectively comprise the basic financial statements. We understand the financial statements will be prepared in conformity with the statutory basis of accounting ("OCBOA") as prescribed or permitted by Government Code Section 2264.01, as adopted by State of Texas House Bill 2365, and, where applicable the financial reporting requirements of GASB Statement No. 34. The objective of an audit of financial statements is to express an opinion on those statements.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of the Commissioners Court are presented fairly and to disclaim an opinion on the required supplementary information in conformity with the statutory basis of accounting as prescribed or permitted by Government Code Section 2264.01, as adopted by State of Texas House Bill 2365, in all material respects, and, where applicable the financial reporting requirements of GASB Statement No. 34.

We will also perform the audit of Travis County as of September 30, 2009 so as to satisfy the audit requirements imposed by the Single Audit Act and the U.S. Office of Management and Budget ("OMB") Circular No. A-133.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, OMB Circular A-133 and OMB's Compliance Supplement; and, the State of Texas Uniform Grants Management Standards. Those standards require that we plan and perform the audit to obtain reasonable rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. However, because of the characteristics of fraud, a properly planned and performed audit may not detect a material misstatement. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

An audit of financial statements also includes obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the Commissioners Court any significant deficiencies or material weaknesses that become known to us during the course of the audit.

We will also communicate to the Commissioners Court (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (b) any fraud, illegal acts, violations of provisions of contracts or grant agreements and abuse that come to our attention (unless they are clearly inconsequential), (c) any disagreements with management and other serious difficulties encountered in performing the audit, and (d) various matters related to the entity's accounting policies and financial statements.

In addition to our reports on the County's financial statements, we will also issue the following reports or types of reports:

- A report on the fairness of the presentation of the County's schedule of expenditures of federal awards for the year ending September 30, 2009.

- Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provision of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program.
- A schedule of findings and questioned costs.

Appendix A to this Engagement Letter lists the fiscal year 2008 funds that are maintained by the County and that are to be included as part of our audit. The number of County funds may change from year to year. We understand additional fees will only be assessed with the addition of major funds as referenced in section 9.5 of the Contract.

Appendix B to this Engagement Letter lists the fiscal year 2008 grant programs that are maintained by the County and that are to be included as part of our audit. The number of County grants may change from year to year. We understand additional fees will only be assessed with the addition of major grants as referenced in section 9.6 of the Contract.

Appendix C to this Engagement Letter lists the fiscal year 2008 component units that are to be included as part of our audit. The number of component units may change from year to year. We understand additional fees will only be assessed with the addition of major funds as referenced in section 9.5 of the Contract.

Our reports on internal control will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

Travis County's Responsibilities

Management is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

While we will make direct inquiries, management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

While we will make direct inquiries, management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Management is also responsible for (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package(s).

While we will make direct inquiries, the Commissioners Court is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Any inclusion of our report or references to Lockart, Atchley & Associates, LLP in other documents or electronic sites are to be in compliance with the terms in section 8 of the Contract.

Management of the County Auditor's Office will coordinate with us to ensure that our independence is not impaired by hiring former or current Lockart, Atchley & Associates, LLP partners, principals, or professional employees in a key position, as defined in the *AICPA Code of Professional Conduct*, that would cause a violation of the *AICPA Code of Professional Conduct* or other applicable independence rules. The County Auditor's Office will make reasonable efforts to notify us of any current Lockart, Atchley & Associates, LLP partner, principal, or professional employees who are selected for an interview with the County Auditor's Office. In mutual cooperation, we will make reasonable efforts to notify the County Auditor of any current County Auditor's Office employees who seek employment with us before entering into substantive employment discussions with the County Auditor's employees.

During the course of our engagement, we may accumulate records containing data that should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession except as referenced in section 7.2 of the Contract.

The assistance to be supplied by the County is addressed in section 7 of Attachment A to the Contract. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Terms of our Engagement

It is agreed by Travis County and Lockart, Atchley & Associates, LLP or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of Travis County shall be asserted more than four years after the date of the last audit report issued by Lockart, Atchley & Associates, LLP.

Section 9 of the Contract contains the agreed upon compensation and payment terms. We anticipate sending invoices and receiving payments as stated in Section 10 of the Contract. Additional services provided beyond the described scope of services must be set forth in a written modification to the Contract and approved by Commissioners Court and will be billed separately following the terms in Section 9.9 of the Contract.

In the event we are requested to produce our documents or our personnel as witnesses with respect to our engagements for Travis County, costs will be treated in accordance with section 3.8 of the Contract.

Access to requested workpapers will be provided under the supervision of Lockart, Atchley & Associates, LLP audit personnel and at a location designated by our Firm in accordance with section 7.2 of the Contract.

We may terminate the contract as set forth in section 19 of the Contract.

Our participation in the preparation of the comprehensive annual financial report is to only consist of a review of the material included in the introductory and statistical sections.

This letter constitutes a part of the Contract agreement between Lockart, Atchley & Associates, LLP and Travis County with respect to the terms of the engagement between the parties.

Appendix A

Funds Maintained By Travis County

The funds that you have told us that are maintained by the County for fiscal year 2008 and that are to be included as part of our audit:

- General Fund
- Road and Bridge Funds
- Grants
- General Purpose Debt Service
- Capital General Obligations Bonds
- Capital Certificates of Obligation
- Capital Road Bonds and Certificates of Obligation
- Special Revenue Funds:
 - Law Library Fund
 - County Attorney and District Attorney Processing Sight Orders (CAPSO-DAPSO) Fund
 - Law Enforcement Fund
 - Dispute Resolution Center Fund
 - Voter Registration Fund
 - Juvenile Fee Fund
 - County and District Clerk Records Management and Preservation Fund
 - Records Management and Preservation Fund
 - Courthouse Security Fund
 - LCRA Parks CIP Fund
 - Justice Court Building Security Fund
 - Juvenile Justice Alternative Education Program
 - Jail Commissary Fund
 - Court Reporter Service Fund
 - CSCD Equipment Acquisition Fund
 - Juvenile Deferred Prosecution Fund
 - Balcones Canyonlands Preservation Fund
 - Abandoned Vehicles/Livestock Fund
 - LEOSE Elected Officials Fund
 - LEOSE Commissioners Court Fund
 - Juvenile Delinquency Prevention Fund
 - Unclaimed Property Fund
 - Professional Prosecutors Fund
 - Mary Quinlan Park Fund
 - Probate Judiciary Fee Fund
 - Justice Court Technology Fund
 - Travis County Housing Finance Corporation
 - Travis County Health Facilities Development Corporation
 - Capital Industrial Development Corporation
 - Travis County Cultural Education Facilities Corporation

Funds Maintained By Travis County (continued)

Truancy Court Fund
County Clerk Archival Fund
Family Protection Fund
Elections Contract Fund
Vital Statistics Preservation Fund
Fire Code Fund
Child Abuse Prevention
Juvenile Case Manager Fund
Health Food Permits
Drug Court Program
Probate Guardianship
Gardner House Handicraft Fund

Debt Service Funds:

Northwest Travis County Road District no. 3
Travis County Bee Cave Road District No. 1

Capital Projects Funds:

Joint Road Improvements Funds
Subdivision Parkland Fund
Grants Fund
Southwest Travis County Road District No. 1
Travis County Bee Cave Road District No. 1

Permanent Funds:

Permanent School Fund

Proprietary (Internal Service) Funds:

Self-Insurance Fund
Employee Health Benefit Fund

Agency Funds:

County Officials' Escrow Fund
Cash Bonds Fund
Surety Bail Bond Deposits Fund
State Revenue Fund
LCRA Escrow Fund
Officials' Fee Account Fund
District and County Clerk Invested Trust Fund
Road District Indemnification Fees Fund
TNR Escrow Fund
District and County Attorney Forfeited Property Fund
Travis County Refunded Bonds Fund
Road Districts Refunded Bonds Fund
Inmate Trust Fund
DNA Testing Fund
Available School Fund

Appendix B**Federal and State Assistance Programs**

The federal and state financial assistance programs that you have told us that the County participates in for fiscal year 2008 and that are to be included as part of the single audit are:

	Federal CFDA Number
U.S. Department of Energy	
Passed through Texas Department of Housing and Community Affairs: Weatherization Assistance Program	81.042
U.S. Department of Health and Human Services	
Parenting In-Recovery	93.087
Travis County Juvenile Treatment Drug Courts	93.243
Passed through Texas Secretary of State:	
HAVA-Polling Place Accessibility	93.617
HAVA-Opportunity for Access	93.617
Passed through Texas Department of Health and Human Service Commission, then Austin Travis County MHMR: Children's Mental Health	93.104
Passed through Office of Attorney General:	
Access & Visitation Grant	93.597
Title IV-D Child Support Enforcement	93.563
Non-IV-D Child Support Reimbursement	93.563
Court Ordered Parent Education	93.601
Passed through Texas Department of Housing and Community Affairs: Comprehensive Energy Assistance Program (CEAP) Enhanced Weatherization Assistance Program (LIHEAP)	93.568 93.568
Passed through Texas Department of Family and Protective Services:	
Title IV-E Foster Care Maintenance	93.658
Title IV-E Legal	93.658
Passed through Texas Department of Family and Protective Services, then Texas Juvenile Probation Commission:	
Enhanced Administrative Claims	93.658
Title IV-E - Foster Care	93.658

Federal and State Assistance Programs (continued)**U.S. Department of Justice**

State Criminal Alien Assistance Program (SCAAP)	16.606
Federal Forfeited Property	16.UKN
Juvenile Mental Health Court	16.523
OJP Firing Range	16.580

Passed through Office of the Governor Criminal Justice Division:

Drug Court In-Home Family Services Expansion	16.523
Juvenile Accountability Incentive Block Grant	16.523
Intensive In-Home Services Program	16.540
Family Violence Accelerated Prosecution Program	16.588
Leadership Academy	16.593
Drug Diversion Court	16.738
Family Drug Treatment Court	16.738

Passed through City of Austin:

Justice Assistance Grant	16.738
Service for Trafficking Victims	16.320

Passed through Office of the Attorney General:

Project Safe Neighborhoods	16.609
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Passed through Safeplace:

Family Violence Protection Team	16.590
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Passed through Texas Alcoholic Beverages Commission:

Underage Drinking Laws Block Grant	16.727
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Passed through Texas Juvenile Probation Commission:

Project Aspect	16.523
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U.S. Department of Transportation

Passed through Texas Department of Transportation:

Frate Barker Road Improvements	20.205
Gilleland Creek Trail Phase III	20.205
Pflugerville Hike & Bike Trail	20.205
TX DOT-Impaired Driving Mobilization STEP	20.600
Underage Drinking Prevention	20.600

Federal and State Assistance Programs (continued)**U.S. Department of Homeland Security**

Passed through Governor's Division of Emergency Management (GDEM): Law Enforcement Terrorist Prevention Program LETPP	97.004
Passed through Texas Department of Public Safety: Emergency Management Assistance (SLA-50)	97.042
FY08 Hazard Mitigation	97.039
Passed through Emergency Food and Shelter National Board: Emergency Food and Shelter National Program	97.024

Corporation for National and Community Service

Passed through OneStar Foundation: Americorps	94.006
Retired Senior Volunteer Program	94.002
Passed through Texas Department of Aging: Retired Senior Volunteer Program	94.002

U.S. Department of Housing and Urban Development

Community Development Block Grant	14.218
Passed through Office of Rural and Community Affairs: Texas Community Development Program	14.228
Passed through Texas Department of Housing and Community Affairs: to the Travis County Housing Finance Corporation (a blended component unit of Travis County):	
Homebuyer Assistance Program 2007-2008	14.239
Homebuyer Assistance Program 2008-2010	14.239

U.S. Department of the Interior

Passed through Texas Historical Commission: Manor Historic Resources Survey	15.904
Passed through Texas Parks and Wildlife Department: Balcones Canyonland Preserve	15.615

Federal and State Assistance Programs (continued)

General Services Administration

Passed through Texas Secretary of State:
HAVA-TEAM Compatability 39.011

U.S. Department of Agriculture

Passed through Texas Department of Health and Human Services:
School Lunch Program 10.555
School Breakfast Program 10.553
Commodities Program 10.550

Appendix C

Travis County Component Units Included in the Basic Financial Statements for Fiscal Year 2008

BLENDED COMPONENT UNITS:

Northwest Travis County Road District No. 3

Southwest Travis County Road District No. 1

Travis County Bee Cave Road District No. 1

Capital Health Facilities Development Corporation

Travis County Housing Finance Corporation

Travis County Health Facilities Development Corporation

Capital Industrial Development Corporation

Travis County Development Authority

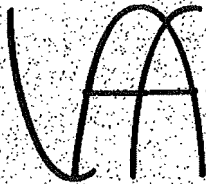
Travis County Cultural Education Facilities Finance Corporation

DISCRETELY PRESENTED COMPONENT UNIT:

Travis County Healthcare District (to be audited by other auditors)

ATTACHMENT D1

TRAVIS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT ENGAGEMENT LETTER FOR FISCAL YEAR ENDING AUGUST 31, 2009



Lockart, Atchley & Associates, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

RSM McGladrey Network

An Independently Owned Member

James E. Lockart, CPA
Karen E. Atchley, CPA
Nancy E. Boyd, CPA
Dan A. Shaner, CPA
Evonne G. Jones, CPA
Joyce J. Smith, CPA
Harold F. Ingersoll, CPA
Ronny Armstrong, CPA

June 30, 2009

The Honorable Judge Mike Lynch
Travis County Community Supervision
and Corrections Department
P.O. Box 1748
Austin, Texas 78767

Dr. Geraldine Nagy, Director
Travis County Community Supervision
and Corrections Department
411 W. 13th Street, #400
Austin, Texas 78701

Dear Judge Lynch and Dr. Nagy:

Lockart, Atchley & Associates, LLP is pleased to serve as independent auditors for Travis County Community Supervision and Corrections Department ("CSCD"). Mr. Dan Shaner will be responsible for the services that we perform for CSCD.

In addition to the audit services we are engaged to provide under this engagement letter, which is a part of the Contract, and the External Auditing Contract between Lockart, Atchley & Associates, LLP and Travis County, Travis County Community Supervision and Corrections Department, and Travis County Juvenile Probation Department (the "Contract"), we would be pleased to assist CSCD on issues as they arise throughout the year. We hope that you will call Mr. Shaner whenever you believe that we can be of assistance.

We will perform this engagement subject to the terms and conditions set forth in the Contract.

Audit Services

We will perform an audit of CSCD's combining statement of financial position – regulatory basis as of August 31, 2009 and the related combining statement of revenues, expenditures, and changes in fund balance – regulatory basis and the combining statement of revenues,

expenditures, and changes in fund balance for the Community Corrections Programs and Diversion programs for the year then ended. We understand that these financial statements will be prepared in conformity with standards established by the Texas Department of Criminal Justice as stated in its "Financial Management Manual for CJAD Funding" in all material respects. The objective of an audit of financial statements is to express an opinion on those statements.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by CSCD management, including their fiscal officer, with the oversight of the District Judges are presented fairly and to disclaim an opinion on the required supplementary information in conformity with the Texas Department of Criminal Justice – Community Justice Assistance Division Financial Management Manual for TDJC-CJAD Funding (the "Financial Management Manual", a regulatory comprehensive basis of accounting other than accounting principles generally accepted in the United States of America, in all material respects. With respect to the audit facilitation by CSCD, the County Auditor's Office serves as CSCD's fiscal officer in accordance with the provisions of the Financial Management Manual for TDCJ-CJAD Funding.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. However, because of the characteristics of fraud, a properly planned and performed audit may not detect a material misstatement. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

An audit of financial statements also includes obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to CSCD management and the District Judges any significant deficiencies or material weaknesses that become known to us during the course of the audit.

We will also communicate to the District Judges and CSCD (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (b) any fraud, illegal acts, violations of provisions of contracts or grant agreements and abuse that come to our attention (unless they are clearly inconsequential), (c) any disagreements with management and other serious difficulties encountered in performing the audit, and (d) various matters related to the entity's accounting policies and financial statements.

In addition to our report on the CSCD financial statements, we will also issue the following reports or types of reports:

- Report on grant funds' internal control related to the combined financial statements. This report will describe the scope of testing of internal control and the results of our tests of internal controls.
- Report on compliance with laws, regulations, and the provision of contracts or grant agreements, based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*. We will report on any noncompliance which could have a material effect on the financial statements.

Our report on grant funds' internal control will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our report on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts; and any questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

CSCD and District Judge's Responsibilities

Management is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

While we will make direct inquiries, management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

While we will make direct inquiries, management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible

for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

While we will make direct inquiries, the District Judges are responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Management of the County Auditor's Office, as fiscal officer of CSCD, will coordinate with us to ensure that our independence is not impaired by hiring former or current Lockart, Atchley & Associates, LLP partners, principals, or professional employees in a key position, as defined in the *AICPA Code of Professional Conduct*, that would cause a violation of the AICPA Code of Professional Conduct or other applicable independence rules. The County Auditor's Office will make reasonable efforts to notify us of any current Lockart, Atchley & Associates, LLP partner, principal, or professional employees who are selected for an interview with the County Auditor's Office. In mutual cooperation, we will make reasonable efforts to notify the County Auditor of any current County Auditor's Office employees who seek employment with us before entering into substantive employment discussions with the County Auditor's employees.

During the course of our engagement, we may accumulate records containing data that should be reflected in CSCD's books and records. CSCD will determine that all such data, if necessary, will be so reflected. Accordingly, CSCD will not expect us to maintain copies of such records in our possession except as referenced in section 7.2 of the Contract.

The assistance to be supplied by CSCD is addressed in section 7 of Attachment A to the Contract. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Terms of our Engagement

It is agreed by CSCD and Lockart, Atchley & Associates, LLP or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of CSCD shall be asserted more than four years after the date of the last audit report issued by Lockart, Atchley & Associates, LLP.

Section 9 of the Contract contains the agreed upon compensation and payment terms. We anticipate sending invoices and receiving payments as stated in Section 10 of the Contract. Additional services provided beyond the described scope of services must be set forth in a written modification to the Contract and approved by CSCD and will be billed separately following the terms in Section 9.9 of the Contract.

In the event we are requested to produce our documents or our personnel as witnesses with respect to our engagement for CSCD, costs will be treated in accordance with section 3.8 of the Contract.

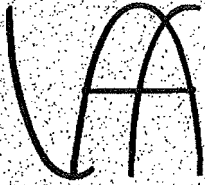
Access to requested workpapers will be provided under the supervision of Lockart, Atchley & Associates, LLP audit personnel and at a location designated by our Firm in accordance with section 7.2 of the Contract.

We may terminate the contract in accordance with Section 19 of the contract.

This letter constitutes a part of the Contract agreement between Lockart, Atchley & Associates, LLP and CSCD, with respect to the terms of the engagement between the parties.

ATTACHMENT E1

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT ENGAGEMENT LETTER FOR FISCAL YEAR ENDING AUGUST 31, 2009



Lockart, Atchley & Associates, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

RSM McGladrey Network
An Independently Owned Member

James E. Lockart, CPA
Karen E. Atchley, CPA
Nancy E. Boyd, CPA
Dan A. Shaner, CPA
Evoñne G. Jones, CPA
Joyce J. Smith, CPA
Harold F. Ingersoll, CPA
Ronny Armstrong, CPA

June 30, 2009

The Honorable Judge Darlene Byrne
Presiding Judge, Travis County Juvenile Board
P.O. Box 1748
Austin, Texas 78767

Ms. Estela Medina
Chief Juvenile Probation Officer
Travis County Juvenile Probation Department
2515 S. Congress Ave.
Austin, Texas 78704

Dear Judge Byrne and Ms. Medina:

Lockart, Atchley & Associates, LLP is pleased to serve as independent auditors for the Travis County Juvenile Probation Department ("Juvenile Probation"). Mr. Dan Shaner will be responsible for the services that we perform for Juvenile Probation.

In addition to the audit services we are engaged to provide under this engagement letter, which is a part of the Contract, and the External Auditing Contract between Lockart, Atchley & Associates, LLP and Travis County, Travis County Community Supervision & Corrections Department, and the Travis County Juvenile Probation Department (the "Contract"), we would be pleased to assist Juvenile Probation on issues as they arise throughout the year. We hope that you will call Mr. Shaner whenever you believe that we can be of assistance.

We will perform this engagement subject to the terms and conditions set forth in the Contract.

Audit Services

We will perform an audit of Juvenile Probation's combined balance sheet – regulatory basis as of August 31, 2009 and the related combined statement of revenues, expenditures and changes in fund balance – regulatory basis for the year then ended. We understand that these financial statements will be prepared in accordance with standards established by the Texas Juvenile

Probation Commission. The objective of an audit of financial statements is to express an opinion on those statements.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by Juvenile Probation management, including their fiscal officer, with the oversight of the Juvenile Board, which is composed of all the District Judges of Travis County and the County Judge, are presented fairly and to disclaim an opinion on the required supplementary information in conformity with the accounting practices prescribed by the Texas Juvenile Probation Commission which prescribes policies and procedures for county probation departments, which is a comprehensive basis of accounting other than generally accepted accounting principles, in all material respects. With respect to the audit facilitation by Juvenile Probation and the Juvenile Board, the County Auditor's Office serves as Juvenile Probation's fiscal officer.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. However, because of the characteristics of fraud, a properly planned and performed audit may not detect a material misstatement. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

An audit of financial statements also includes obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to Juvenile Probation management and the Juvenile Board any significant deficiencies or material weaknesses that become known to us during the course of the audit.

We will also communicate to the Juvenile Board and Juvenile Probation (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (b) any fraud, illegal acts, violations of provisions of contracts or grant agreements and abuse that come to our attention (unless they are clearly inconsequential), (c) any disagreements with management and other serious difficulties encountered in performing the audit, and (d) various matters related to the entity's accounting policies and financial statements.

In addition to our report on Juvenile Probation financial statements, we will also issue the following reports or types of reports:

- Report on grant funds' internal control related to the combined financial statements. This report will describe the scope of testing of internal control and the results of our tests of internal controls.
- Report on compliance with laws, regulations, and the provision of contracts or grant agreements, based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*. We will report on any noncompliance which could have a material effect on the financial statements.

Our report on grant funds' internal control will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our report on compliance will address material errors; fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts; and any questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

The Juvenile Board and Juvenile Probation's Responsibilities

Management is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

While we will make direct inquiries, management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

While we will make direct inquiries, management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible

for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

While we will make direct inquiries, the Juvenile Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Management of the County Auditor's Office, as fiscal officer of Juvenile Probation, will coordinate with us to ensure that our independence is not impaired by hiring former or current Lockart, Atchley & Associates, LLP partners, principals, or professional employees in a key position, as defined in the *AICPA Code of Professional Conduct*, that would cause a violation of the AICPA Code of Professional Conduct or other applicable independence rules. The County Auditor's Office will make reasonable efforts to notify us of any current Lockart, Atchley & Associates, LLP partner, principal, or professional employees who are selected for an interview with the County Auditor's Office. In mutual cooperation, we will make reasonable efforts to notify the County Auditor of any current County Auditor's Office employees who seek employment with us before entering into substantive employment discussions with the County Auditor's employees.

During the course of our engagement, we may accumulate records containing data that should be reflected in Juvenile Probation's books and records. Juvenile Probation will determine that all such data, if necessary, will be so reflected. Accordingly, Juvenile Probation will not expect us to maintain copies of such records in our possession except as referenced in section 7.2 of the Contract.

The assistance to be supplied by Juvenile Probation is addressed in section 7 of attachment A to the Contract. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Terms of our Engagement

It is agreed by Juvenile Probation and Lockart, Atchley & Associates, LLP or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the Juvenile Board shall be asserted more than four years after the date of the last audit report issued by Lockart, Atchley & Associates, LLP.

Section 9 of the Contract contains the agreed upon compensation and payment terms. We anticipate sending invoices and receiving payments as stated in section 10 of the Contract. Additional services provided beyond the described scope of services must be set forth in a written modification to the Contract and approved by Juvenile Probation and will be billed separately following the terms in section 9.9 of the Contract.

In the event we are requested to produce our documents or our personnel as witnesses with respect to our engagement for Juvenile Probation, costs will be treated in accordance with section 3.8 of the Contract.

Access to requested workpapers will be provided under the supervision of Lockart, Atchley & Associates, LLP audit personnel and at a location designated by our Firm, in accordance to section 7.2 of the Contract.

We may terminate the contract as set forth in section 19 of the Contract.

This letter constitutes a part of the Contract agreement between Lockart, Atchley & Associates, LLP and the Juvenile Probation, with respect to the terms of the engagement between the parties.

ATTACHMENT F

DESCRIPTION OF TRAVIS COUNTY GOVERNMENT

ATTACHMENT F

DESCRIPTION OF TRAVIS COUNTY GOVERNMENT

1. BACKGROUND INFORMATION

Travis County's fiscal year begins on October 1 and ends on September 30. The County has a gross payroll of approximately \$ 208.5 million covering 4,169 regular employees and 3,231 temporary and election workers and is organized into 47 departments and offices. The accounting and financial reporting functions of Travis County are decentralized.

1.1. Geographic Information

Travis County, a subdivision of the State of Texas, was created from Bastrop County in 1840 and organized in 1843. Located in central Texas on the edge of the "Hill Country", the County is approximately 200 miles south of the Fort Worth/Dallas area, 160 miles west of Houston, and 80 miles northeast of San Antonio.

The County encompasses 1,022.1 square miles of which 989.3 square miles (96.8%) is land and 32.8 square miles (3.2%) is water area. The water area comes from the Colorado River, which runs northwest to southeast through the County, and Lake Austin and Lake Travis, parts of the Highland Lakes chain.

The 2008 population of Travis County is estimated to be 978,976, an increase of 30,816 people (3.25%) over the 2007 estimated population. The principal city in the County is Austin, the County Seat and the State Capital. The estimated 2008 population for Austin, including Full and Limited Purpose Areas, is 750,525 or 76.7% of the total for the County.

1.2. Governmental Structure

The governing body of the County is the Commissioners Court, comprised of the County Judge (who is elected at-large and serves as the presiding officer) and four Commissioners, each of whom is elected for a four-year term (unless filling a predecessor's unexpired term) from one of the County's four precincts. The Commissioners Court has powers expressly granted by the State Legislature. These powers are reflected in the following County functions:

General Government - This category includes budgets for the County Judge and County Commissioners, administrative, financial, and physical support for the County's "line" departments/offices, the Tax Office, Risk Management, the Employee Health Benefit Fund, Civil Service Commission, Election Administration, and certain recording duties of the County Clerk.

Justice System - Activities in this category are associated with the judicial responsibilities of the County. It includes the costs for the County's court systems (Civil Courts and Criminal Courts, which include legally mandated fees, Probate Court, Juvenile Court, and the Justice of the Peace Courts) and associated

offices/departments or parts thereof: District Clerk, County Clerk, District Attorney, County Attorney, the Dispute Resolution Center, Criminal Justice Planning, which includes the Community Justice Center, and the Law Library.

Public Safety - Public Safety includes activities associated with the protection of persons and property within the County including direct enforcement of State statutes. Offices included in this category are the Constables (serve warrants and other court papers), the Medical Examiner, and divisions of the Sheriff's Office dedicated to law enforcement and public safety. Also included are Emergency Services, Fire Marshall, and Criminal Justice Planning, which provide services for the Combined Transportation, Emergency and Communications Center (911 Call Center).

Corrections and Rehabilitation - *This category includes activities associated with confinement, probation, counseling, and other related programs available for adult offenders.* The Sheriff is in charge of the County jail and County corrections center. Also under this classification are the Community Supervision and Corrections Department (adult probation), Pretrial Services, and the Counseling and Educational Services Department, which was created to counsel and correct the behavior of offenders.

Health and Human Services - Activities designed to provide healthcare related services to those in need and promote the conservation and improvement of public health are included in this category. The County provides public assistance (assistance with food, rent, and utility expenses) through its Health and Human Services Department to eligible indigents, including military veterans. This category also includes the Agriculture Extension Service and the Emergency Medical Services Department, which is comprised of air (STAR Flight) and ground ambulance services.

Infrastructure and Environmental Services - Activities in this category are associated with the development and maintenance of the County's transportation systems, subdivision platting and review, conservation and development of natural resources, and activities associated with providing sanitation services within the County through the Transportation and Natural Resources Department.

Community and Economic Development - Included in this category are activities for providing economic development in the County and cultural, recreational, and educational activities for the benefit of County residents and visitors. Specifically, the County owns and operates the Travis County Exposition Center and, in conjunction with the State of Texas, operates the Travis County Historical Commission. In addition, the County operates 46 parks that are either owned or maintained by the County. These parks, which vary from lakes and hills to rivers and prairies, provide facilities for picnics, hiking, camping, swimming, boating, soccer, baseball, and equestrian activities.

1.3. Blended Component Units

The Travis County Commissioners Court serves as the governing body for the below mentioned separate entities. Therefore, in accordance with GASB Statement No. 14, as amended by GASB Statement No. 39, these are presented as blended component units in Travis County's financial statements.

Northwest Travis County Road District No. 3
Southwest Travis County Road District No. 1
Travis County Bee Caves Road District No. 1
Capital Health Facilities Development Corporation
Travis County Housing Finance Corporation
Travis County Health Facilities Development Corporation
Capital Industrial Development Corporation
Travis County Development Authority
Travis County Cultural Education Facilities Finance Corporation

The Road Districts – The Travis County Road Districts were formed to construct roads within their respective districts. The bonded debt of these districts is not a debt or obligation of the County, nor will the County be liable for payment thereof.

Northwest Travis County Road District No. 3 (“NWTCRD No. 3”) contains approximately 242 acres. The road district is ad valorem tax supported for repayment of debt. Southwest Travis County Road District No. 1 issued special assessment debt in 1994 to advance refund 1990 road bonds of which \$10,000 is remaining unredeemed or unmatured. Travis County Bee Cave Road District No. 1 (“TCBCRD No. 1”) encompasses 145 acres in western Travis County, wholly within the corporate limits of the Village of Bee Cave, Texas. In August 2008, TCBCRD No. 1 issued \$14,725,000 in Unlimited Tax Road Bonds, Series 2008. Proceeds were used to reimburse the developer for the cost of constructing various improvements to roads which serve the Hill Country Galleria project and are owned by the Village of Bee Cave. The road districts act as agents for property owners in collecting assessments, forwarding collections to the bondholders, and initiating foreclosure proceedings, if appropriate. The bonded debt of the road districts is not a debt or obligation of the County, nor will the County be liable for payment thereof. The Travis County Commissioners’ Court is the statutory governing body of the road districts.

The Corporations – The corporations were established for the purpose of promoting industrial growth, health care, and housing. Through these corporations, eligible applicants are furnished financial assistance through the sale of tax-free bonds. Such debt is issued by the corporations as “conduit or no-commitment debt”. Conduit debt is issued in the name of the corporations for the benefit of private parties without any obligation of the corporation for repayment. Travis County has no actual or contingent liability for these bonds.

The Capital Health Facilities Development Corporation, Travis County Housing Finance Corporation, Travis County Health Facilities Development Corporation, Capital Industrial Development Corporation, Travis County Development Authority, and Travis County Cultural Education Facilities Finance Corporation have been established by the County under provisions of the Development Corporation Act of 1979 of the State of Texas, the Health Facilities Development Act, the Texas Housing Finance Corporation Act, the Texas Transportation Code, and the Cultural Education Facilities Finance Corporation Act. Through these Corporations, eligible applicants are furnished financial assistance through the sale of tax-free bonds. Such debt is issued by the Corporations as “conduit or no-commitment debt” for the benefit of private third parties for purposes of public interest without the obligation of the Corporations or the County for repayment. The Travis County Commissioners’ Court is the Board of Directors for each corporation.

1.4. Discretely Presented Component Unit - On May 15, 2004, Travis County voters approved the formation of the Travis County Hospital District to furnish medical aid and hospital care to indigent and needy persons residing in Travis County. In May 2006, the Commissioners Court approved, after the appropriate State legislation was passed, a name change to the Travis County Healthcare District. The Healthcare District has a nine member Board of Managers; four are appointed by Travis County, four by the City of Austin and one is a joint appointee.

The Healthcare District is a legally separate organization and imposes a separate ad valorem tax on the residents of Travis County, Texas. Additionally, the Travis County Commissioners Court approves the Healthcare District's annual budget and tax rate each year. Because of this relationship, the Healthcare District is reported as a discretely presented component unit of Travis County on the County's financial statements.

1.5. Related and Jointly Governed Organizations - Related organizations and jointly governed organizations provide services within the County that are administered by separate boards or commissions, for which the County is not financially accountable. Such organizations are therefore not component units of the County, even though the Commissioners Court may appoint the voting majority of an organization's board. Consequently, financial information for these organizations is not included within the scope of these financial statements.

Related Organizations - The Commissioners' Court appoints the members to the various Travis County Fire and EMS Districts which were created to implement emergency services to designated areas throughout Travis County. The County's accountability does not extend beyond the board appointment function.

Jointly Governed Organizations - The County is a participant in other jointly governed organizations of which the Commissioners' Court appoints a minority membership of the Board. The Commissioners' Court appoints a member or members of the Capital Metropolitan Transit Authority Board, the Austin-Travis County Mental Health Mental Retardation Board, the Austin/San Antonio Commuter Rail District, Capital Area Rural Transportation (CARTS), and Central Texas Regional Mobility Authority (CTRMA).

1.6. Self-Insurance - The County has financed its risk of loss through risk retention (self-insurance) for general and automobile liability, error and omission claims and judgements, workers' compensation, theft and crime losses, and employee and retiree healthcare coverage. The County is fully self-insured for general and automobile liability, and theft and crime losses. The County purchases insurance coverage for aviation damage and liability, public dishonesty and property damage. Stop-loss insurance is carried on healthcare cover age and workers' compensation.

1.7. More detailed information on the government and its finances can be found in the Fiscal Year 2009 Operating Budget Book, and the Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2008. Contact Cyd Grimes, Purchasing Agent, to obtain access to these documents.

2. FUND STRUCTURE

as of September 30, 2008

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Annual Budgets Adopted per law</u>
Major Funds		
General Fund	1	1
Road and Bridge Fund	1	1
Grants	1	
General Purpose Debt Service Funds	1	1
Capital General Obligation Bonds	1	
Capital Certificates of Obligation	1	
Capital Road Bonds and Certificates of Obligation	1	
Non-Major Funds		
Special Revenue Funds	38	28
Blended Component Units With Activity (total 6)	4	
Debt Service Funds	2	
Capital Projects Funds	5	2
Permanent Funds	1	
Other Reported Funds		
Internal Service Funds	2	2
Fiduciary/Agency Funds	15	
Discretely Presented Component Unit		
Healthcare District (not part of this contract)	1	

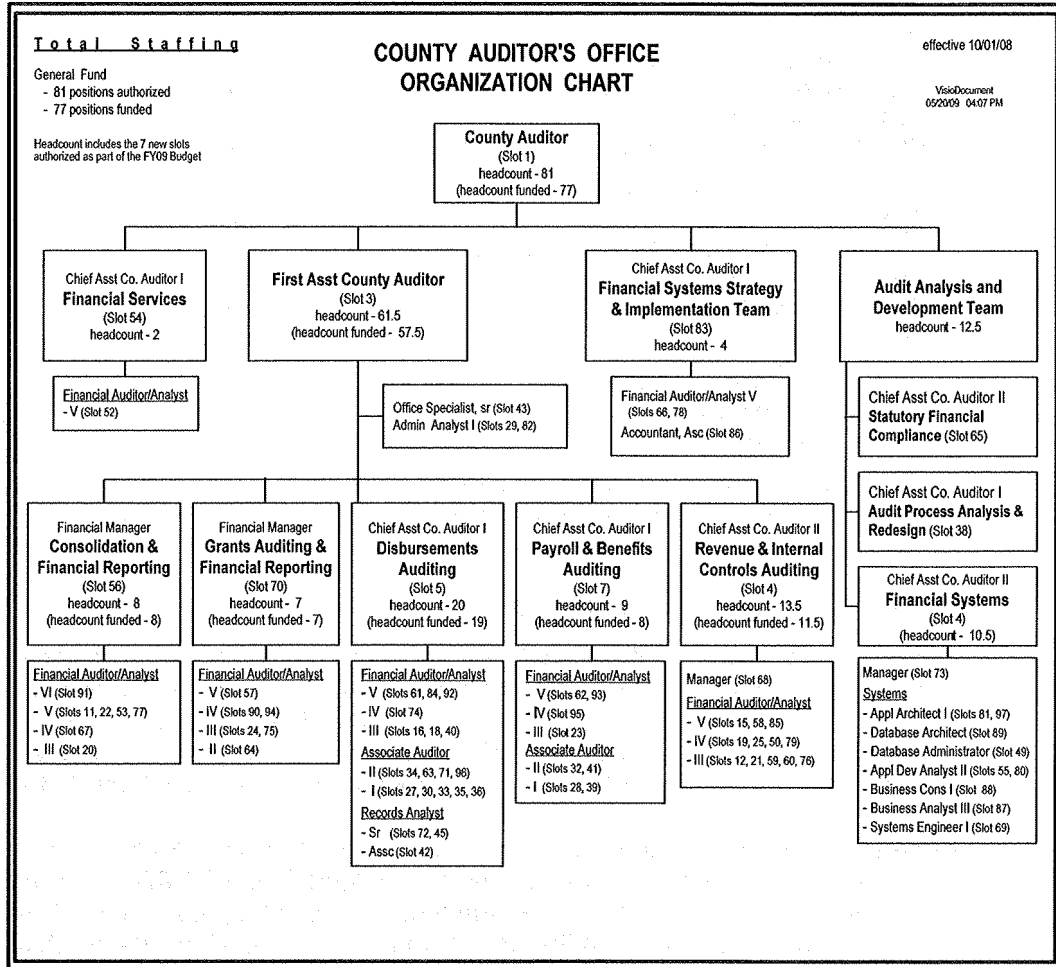
3. BUDGETARY BASIS OF ACCOUNTING

Travis County prepares its budgets on a basis consistent with state financial laws. Travis County maintains budgetary controls in order to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the Commissioners Court. The level of budgetary control (that is the level at which expenditures cannot legally exceed the appropriated amount) is set by State statute.

State law provides that the Commissioners Court "may amend the budget to transfer an amount budgeted for one item to another budgeted item." While the law states that expenditures may not exceed the amount appropriated, control in Travis County actually takes place at the office/department level. The County's elected/appointed officials, executive managers, and department heads may make transfers of appropriations within an office/department as specified in the Commissioners Court-approved annual budget rules. Transfers of appropriations between offices/departments, as specified in the budget rules, require the specific pre-approval of the Commissioners Court. The County maintains an encumbrance accounting system as a method to accomplish budgetary control.

4. MAGNITUDE OF FINANCE OPERATIONS

The Travis County Auditor's Office is headed by Susan Spataro, CPA, CMA, County Auditor, and consists of 77 employees. The principal divisions of the County Auditor's Office are as follows:



5. FEDERAL, STATE AND LOCAL FINANCIAL ASSISTANCE

During the most recent fiscal year, Travis County received the following assistance:

Grantors & Program Titles	CFDA #	Pass thru Grantor
Federal Grants:		
<u>U.S. Department of Energy</u>		
Weatherization Assistance Program (DOE/ Exxon)	81.042	Tx Dept of Housing & Community Affairs
<u>U.S. Department of Health and Human Services</u>		
Parenting In Recovery *	93.087	Direct
Travis County Juvenile Treatment Drug Courts *	93.243	Direct
HAVA – Polling Place Accessibility	93.617	Tx Secretary of State
HAVA – Opportunity for Access	93.617	Same as Above
Children’s Mental Health Program	93.104	Tx Dept of Health & Human Services, then A/TC MHMR
Access & Visitation	93.597	Tx Ofc of Attny General
Title IV-D Child Support Enforcement *	93.563	Same as above
Non-IV-D Child Support Enforcement *	93.563	Same as above
Court Ordered Parent Education	93.601	Same as above
Comprehensive Energy Assistance Program (CEAP)	93.568	Tx Dept of Housing & Community Affairs
Enhanced Weatherization Assistance Program (LIHEAP)	93.568	Same as above
Title IV-E Foster Care Maintenance	93.658	Tx Dept of Family & Protective Services
Title IV-E Legal	93.658	Same as above
Title IV-E Enhanced Administrative Claims	93.658	Tx Dept of Protective & Regulatory Services then Tx Juvenile Probation Commission
Title IV-E Foster Care	93.658	Same as above
<u>U.S. Department of Justice</u>		
State Criminal Alien Assistance Program *	16.606	Direct
Federal Forfeited Property	16.ukn	Same as above
Juvenile Mental Health Court	16.523	Same as above
OJP Firing Range	16.580	Same as above
Drug Court and In Home Family Services Expansion	16.523	Tx Ofc of Governor Criminal Justice Division
Juvenile Accountability Incentive Block Grant	16.523	Same as above
Intensive In Home Services Program	16.540	Same as above
Family Violence Accelerated Prosecution Program	16.588	Same as above
Leadership Academy	16.593	Same as above

Grantors & Program Titles	CFDA #	Pass thru Grantor
<u>U.S. Department of Justice, Cont'd.</u>		
Drug Diversion Court	16.738	Tx Ofc of Governor Criminal Justice Division
Family Drug Treatment Court	16.738	Same as above
Justice Assistance Grant	16.738	City of Austin
Service for Trafficking Victims	16.320	Same as above
Project Safe Neighborhoods	16.609	Tx Ofc of Attny General
Family Violence Protection Team	16.590	Tx Ofc of Attny General, then Safeplace
Underage Drinking Laws Block Grant	16.727	Tx Alcoholic Beverage Commission
Project Aspect	16.523	Tx Dept of Juvenile Probation
<u>U.S. Department of Transportation</u>		
Surface Transp Program – Frate Barker Road Improvements *	20.205	Tx Dept of Transportation
Surface Transp Program – Pflugerville Hike & Bike Trail *	20.205	Same as above
Surface Transp Program – Gilleland Creek Trail Phase III *	20.205	Same as above
Impaired Driving Mobilization STEP	20.600	Same as above
Underage Drinking Prevention Program	20.600	Same as above
<u>U.S. Department of Homeland Security</u>		
Emergency Food and Shelter National Food Program	97.024	Emergency Food and Shelter National Board
Emergency Management Assistance (SLA-50)	97.042	Tx Dept of Public Safety
FY 08 Hazard Mitigation	97.039	Same as above
Law Enforcement Terrorist Prevention Program (LETPP)	97.004	Tx Governor's Div of Emergency Mgmt (GDEM)
<u>Corporation for National and Community Service</u>		
Retired Senior Volunteer Program	94.002	Direct
Retired Senior Volunteer Program	94.002	Tx Dept on Aging
AmeriCorps	94.006	One Star Foundation
<u>U.S. Department of Housing & Urban Development</u>		
Community Development Block Grant	14.218	Direct
Texas Community Development Program	14.228	Office of Rural & Comm Affrs
Homebuyer Assistance Program 2007-2008	14.239	Tx Dept of Hous & Cmmnty Affrs, to Travis County Housing Finance Corp.
Homebuyer Assistance Program 2008-2010	14.239	Same as above

<u>U. S. Department of Interior</u>		
Manor Historic Resources Survey	15.904	Tx Historical Commission
Balcones Canyonland Preserve	15.615	Tx Parks & Wildlife Dept.
<u>General Services Administration</u>		
HAVA – TEAM Compatibility	39.011	Tx Secretary of State
<u>U.S. Department of Agriculture</u>		
School Lunch Program	10.555	Tx Dept of HHS
School Breakfast Program	10.553	Same as above
Commodities Program	10.550	Same as above

Grantors & Program Titles	Pass thru Grantor
State Grants:	
<u>Office of the Governor – Criminal Justice Division</u>	
Family Drug Treatment Court	
State Forfeited Property	
<u>Texas Department of Transportation</u>	
Sheriff's Combined Auto Theft Task Force *	
<u>Texas Department of Criminal Justice</u>	
CSCD – Basic Supervision	
CSCD – CCP & DTP Grants	
TAIP	
<u>Texas Department of State Health Services</u>	
Strategic Prevention Framework State Initiative	
Seniors & Volunteers for Childhood Immunization	The University of North TX
<u>Office of Attorney General</u>	
Statewide Automated Victim Notification Service	
Victim Assistance Liaison	
<u>Texas Commission on Environmental Quality</u>	
Low Income Repair, Retrofit & Replacement (LIRAP)	
Solid Waste Enforcement	Capital Area Council of Govt.
<u>Texas Juvenile Probation Commission</u>	
Various TJPC Grants	
<u>Texas Department of Parks and Wildlife</u>	
East Metro Park	
<u>Texas Office of Court Administration - Task Force on Indigent Defense</u>	
Indigent Defense – Discretionary Program *	
Indigent Defense – Formula Grant *	

State Grants Continued.

Direct Legislative Appropriation

Public Integrity Unit

Texas Education Agency

CCN Web Librarian

Texas Water Development Board

Flood Mitigation Assistance Planning

Small Community Hardship Program *

Other Grants – (i.e. Local Grants)

Transit Mobility

Built Greater Austin Suburban Communities

Target Community

ATMOS Energy

Global Youth

Manor Historic

RSVP Advisory Council

TXU Energy Aid Program

Commute Solution Innovative Program

* Designates Major Programs in FY 2008

6. COMPUTER SYSTEMS

There are many and varied application servers installed in Travis County to support both County-wide and departmental/office specific applications. The major County-wide applications and servers are described below.

A. FINANCIAL SYSTEM

Current: SunGard HTE - IBM iSeries (1990) supports all facets of the finance system. The system contains a production and a test system partition where each partition acts as a completely separate server. Each partition is connected to the Travis County internal network via a 100 Mbps Ethernet connection with TCP/IP being the main communications protocol. The current system software level is version 5 release 4.

The financial software operating on the iSeries is SunGard HTE's Financial Management System which includes the Applicant Tracking, Cash Receipts, Fixed Assets, GMBA (Accounting), Miscellaneous Receivables, Payroll/Personnel, Purchasing/Inventory modules and the Fleet and Work Order System.

In addition to the HTE vendor supplied modules listed above, Travis County has developed two County specific modules on the iSeries system. The two modules are the capital asset management and the personnel actions management.

Future Plans: New Financial System The County is currently in the RFP phase of the procurement of a new financial system. The following is the projected

timeline for the new financial system which is subject to change contingent on approval of Commissioners Court:

TIMELINE – NEW FINANCIAL SYSTEM

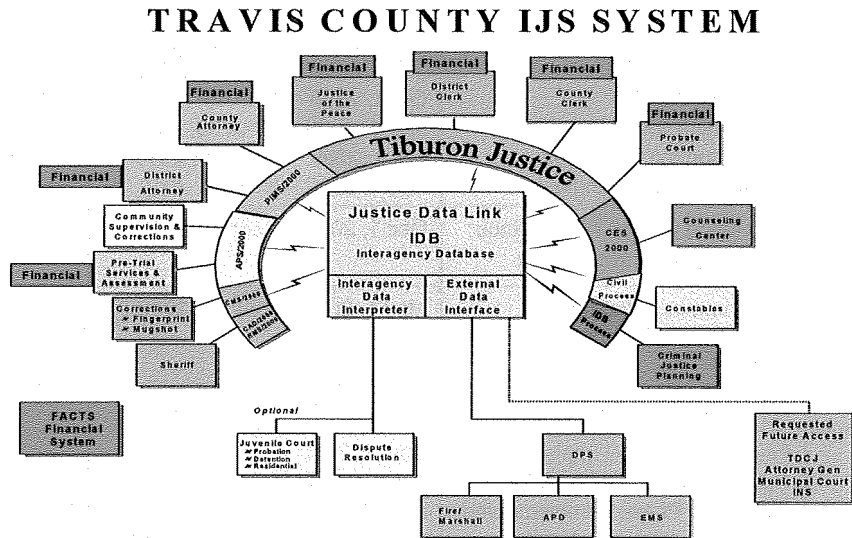
Phase	Tasks	Start - Completion Date	Fiscal Yr (duration)
I	Needs Assessment	Oct 1, 2007 – April 30, 2009	FY08-FY09 (19 mos)
II	Preparing the RFP	Oct 1, 2008 – June 30, 2009	FY09 (9 mos)
	Requesting Seller Responses	July 1, 2009 – Sept 30, 2009	FY09 (3 mos)
	Evaluating the proposals	Oct 1, 2009 – June 30, 2010	FY10 (9 mos)
	Contracting with vendors	July 1, 2010 – Nov 30, 2010	FY10 – FY11 (5 mos)
III	Monitoring vendor performance	Dec 1, 2010 – Sept 30, 2013	FY11-FY13 (34 mos)
	Managing system selection		
IV	Programming: Vendor modifications & in-house add-on routines.	May 1, 2011 – April 30, 2012	FY11 – FY12 (12 mos)
V	Implementing the system	Dec 1, 2010 – June 1, 2013	FY11 - FY13 (30 mos)
VI	Financials Phase I Implemented	April 1, 2012	FY12
	Payroll and HR Implemented	Jan 1, 2013	FY13
	Financials Phase II Implemented	June 1, 2013	FY13
	Post production maintenance (transition)	June 1, 2013 – Sept 30, 2013	FY13
VII	Maintaining system after implementation	on-going	on-going

- B. **EZ Access Tax and Voter Registration System - IBM iSeries (1997)** is the main business application for the Travis County Tax Office. Other applications on this server include the following, which are used by Travis Country Central Collections, a division of the Tax Office.
 - CAS Court Alternative System County Clerk probation case collections, 2003
 - EJustice Justice of the Peace case collections, 2006

- C. **TRAVITS System - IBM iSeries (2006)** this system is configured into multiple partitions that serve the following needs and applications:
 - Veterans' Administration (1992)
 - District Clerk Jury Wheel system (1998)
 - Replication of Tax System data.

- D. **The Travis County Integrated Justice System (IJS)** is supported by an **IBM RS-6000**. The IJS provides integrated operational data through the Justice Data Link interagency database (IDB), but does not provide integrated financial functions. The following IJS modules are currently operational: Corrections Management System-CMS/2000 (Sheriff-Corrections); Records Management System-RMS/2000(Sheriff-Law Enforcement); External Data Interface to external law enforcement agencies for access to TCIC/NCIC; Automated Pretrial Systems-APS/2000 (Pretrial); Prosecutor Information Management Systems-PIMS (District Attorney); Counseling & Education System-CES/2000 (Counseling & Education); the Automated Constable System-ACS/2000 (for some of the Constables); Prosecutor Information Management System-PIMS (County Attorney). (NOTE:

The applications currently residing on the RS-6000 are at Version 6; they will all be migrated to a Windows server platform with the conversion to Version 7 in August 2008.) The following chart details the complete Travis County IJS System.



- E. **UNISYS 1100-2200/400** supports all **Justice Systems** that have not currently been implemented on the FACTS system (Justices of the Peace and Probate). These applications will be completely phased out when all IJS FACTS modules have been fully implemented, currently scheduled to be 2009.
- F. **Case Management and Benefit Administration System (CABA)-Microsoft Windows Server (2003)** supports the Health and Human Services department.
- G. **Windows Servers (various)** support the following systems: Budget Adjustments, ESS Employee Self Service, Invoice Imaging, CAFR (all financial applications); DMS Document Management System used by the District and County Clerks, ARS Automated Reporting Services, CME Medical Examiner, TCAM Travis County Attorney Management, TCIDA Travis County Indigent Defense Application, ECitation, E Filing, e-Jury, i-Jury, and CSC Corrections Software Corporation (CSCD system).
- H. **IBM RS-6000 P670 (2003)** supports the **DROCES** system used by the Child Support Division of the Domestic Relations Office.
- I. **The Fully Automated Courts Tracking System-FACTS** (District Clerk, County Clerk, and all Justices of the Peace) also resides on the IBM **RS-6000 P670** and is scheduled to be fully implemented by the end of 2009. Currently the following FACTS modules have been implemented: District Clerk Civil and Criminal Division; County Clerk Civil (except Probate) and Misdemeanor Division; County and District Attorney Hot Checks, and Pretrial. Data from the FACTS system is interfaced to both IJS and HTE.

ATTACHMENT G

AFFIDAVITS FROM

LOCKART, ATCHLEY & ASSOCIATES, L.L.P.

ANNUAL AUDIT SERVICES

STATE OF TEXAS}
COUNTY OF TRAVIS}

ETHICS AFFIDAVIT

Date: June 12, 2009
Name of Affiant: Dan A. Shaner
Title of Affiant: Partner
Business Name of Proponent: Lockart, Atchley & Associates, LLP
County of Proponent: Travis

Affiant on oath swears that the following statements are true:

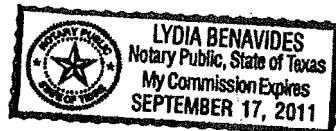
- 1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of Key Contracting Persons associated with this solicitation which is attached to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

Signature of Affiant: Dan A. Shaner
6850 Austin Center Blvd., Ste 180
Austin, TX 78731
Address

SUBSCRIBED AND SWORN TO before me by 12 on June, 2009.

Lydia Benavides
Notary Public, State of Texas

Typed or printed name of notary
My commission expires: 9-17-11



ANNUAL AUDIT SERVICES

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

NONE

If no one is listed above, Proposer warrants that Proposer 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 A
LIST OF KEY CONTRACTING PERSONS
May 28, 2009

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe....	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Nicole Grant*	
Executive Assistant.....	Melissa Velásquez	
Executive Assistant.....	Josie Z. Zavala	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Chris Fanuel	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDonald, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon*	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3.....	Karen Huber*	
Commissioner, Precinct 3 (Spouse).....	Leonard Huber.....	Retired
Executive Assistant.....	Gary 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 Gleselman	
Exec 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	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
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	
Purchasing Agent Assistant IV ..	Oralia Jones, CPPB	
Purchasing Agent Assistant IV ..	Lori Clyde, CPPB	
Purchasing Agent Assistant IV ..	Scott Wilson*	
Purchasing Agent Assistant IV ..	Jorge Talavera, CPPB	
Purchasing Agent Assistant 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	
First Asst County Auditor	Diana Warner	
Financial Manager, Grants.....	Kimberly Walton	
Financial Manager, Financial Reports ...	Nicki Riley	
Budget Director	Leroy Nellis	
Cash/Investment Manager	Mary Mayes	
Corporations Administrator	Harvey Davis	
Chief Information Officer.....	Joe Harlow	
CSC Director	Dr. Geraldine Nagy	
CSCD Probation Div Director	Donna Farris	
Chief Juvenile Probation Officer	Estella Medina	
Juvenile Probation Financial Manager ...	Sylvia Mendoza	
District Judge (CSCD)	Judge Bob Perkins	
District Judge (Juvenile)	Judge Darlene Byrne	
District Judge	Judge John Dietz	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 3	Gerald Daugherty	12/31/08
Executive Assistant.....	Robert Moore	12/31/08
Executive Assistant.....	Martin Zamzow	12/31/08
First Assistant County Attorney	Randy Leavitt	01/23/09

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

ANNUAL AUDIT SERVICES

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Offerors to provide subcontracting opportunities to Certified HUB Offerors/Vendors.

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business goals* adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, in the area of professional services are as follows:

Overall MBE Goal: 8.6%: Sub-goals: 1.1% African-American, 5.9% Hispanic, 1.7% Native/Asian American; **Overall WBE Goal: 18.2%**

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below.

Lockart, Atchley & Associates, LLP

Vendor/Contractor: _____

Certified as a HUB or an MBE/WBE/DBE source: ___ Yes No HUB Status (Gender & Ethnicity): _____

If yes, by whom: _____ Texas Building and Procurement Commission _____ City of Austin _____ Texas Unified Certification Program

6. LIST OF CERTIFIED HUB SUBOFFERORS

(Attach additional pages if necessary)

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: None % (List HUB Subofferor information below).

HUB Subofferor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): _____ Texas Building and Procurement Commission _____ City of Austin _____ Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subofferor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): _____ Texas Building and Procurement Commission _____ City of Austin _____ Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subofferor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): _____ Texas Building and Procurement Commission _____ City of Austin _____ Texas Unified Certification Program


Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

ANNUAL AUDIT SERVICES

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received	
1	Name of person who has a business relationship with local governmental entity Lockart, Atchley & Associates, LLP	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small>	
3	Name of local government officer with whom filer has employment or business relationship. None _____ Name of Officer <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
4	 _____ Signature of person doing business with the governmental entity Dan A. Shaner, Partner	<u>6/12/09</u> Date <small>Adopted 06/29/07</small>



Last Updated June 26, 2009 at 10:44am

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

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Approved by: _____

M. Rice 6-23-09

Voting Session: Tuesday, June 30, 2009

REQUESTED ACTION: APPROVE CONTRACT NO. PS090280RE, WITH LITERACY COALITION OF CENTRAL TEXAS FOR LITERACY SERVICES. (HHS & VS)

Points of Contact:

- Purchasing:** Rebecca Gardner
- Department:** HHS, Sherri Fleming, Executive Manager
- County Attorney (when applicable):** Mary Etta Gerhardt
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro And Jose Palacios
- Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- Through this contract, Literacy Coalition of Central Texas coordinates with partner organizations to increase literacy services through courses in Citizenship, Computer Literacy, Adult Basic Education, Financial Literacy, English as a Second Language (ESL) as well as others.
- This contract will pay for 150 ESL instructors to be trained. These instructors will educate over 1,000 adults.
- **Contract Expenditures: NA**
- **Contract-Related Information:**
 - Award Amount: \$55,000.00
 - Contract Type: Professional Services
 - Contract Period: June 1, 2009-December 31, 2009
- **Contract Modification Information:**
 - Modification Amount: NA
 - Modification Type: NA
 - Modification Period: NA
- **Solicitation-Related Information:**

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUN 23 PM 2:54

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.: 466737
- Funding Account(s): 00158916116290
- Comments:

➤ **Statutory Verification of Funding:**

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

Last Updated June 26, 2009 at 10:44am **Purchase Requisition - Item Information**

Line number 1
Item desc EDUCATION SERVICES 6/1/09-12/31/09
Vendor part #
Commodity 952 HUMAN SERVICES
Sub-com 043 FAMILY/SOCIAL SERVICES
Item #
Ship to NS HUMAN SERVICES ADMIN SVCS
Quantity 55,000.00
Order UOM DOL DOLLAR
Cost code N NOT APPLICABLE
Unit cost 1.0000
Account # 00158916116290
Project
Purchase order

Press Enter to continue.

F8=Extended Description F12=Cancel F14=Work orders

Purchase Requisition

Number 0000466737
 Type PURCHASE REQUISITION
 Status AUDITOR APPROVAL
 Reason FUNDING CONTRACT
 By CAULA MCMARION 85444119
 Date 3/19/09
 Vendor LITERACY COALITION
 Contract nbr
 Ship to NS HUMAN SERVICES ADMIN SVCS
 Deliver by date 3/19/09
 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	
5	1		DOL EDUCATION SERVICES	6/1/09-12/31/09
			FUNDING CONTRACT FOR FISCAL YEAR 09 ONE-TIME ONLY	
			FUNDS. CONTRACT PERIOD 6/1/09 - 12/31/09 FOR	
			Total:	55000.00

COMMENTS EXIST

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

F9=Print



**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: June 16, 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: Literacy Coalition of Central Texas contract

Proposed Motion:

Consider and take appropriate action to approve a \$55,000 contract with the Literacy Coalition of Central Texas for literacy services.

Summary and Staff Recommendations:

The primary purpose of the Literacy Coalition of Central Texas (LCCT) is to coordinate with other organizations to increase the availability of high-quality literacy services so that businesses can hire, people can work, and families can thrive. LCCT works with its member organizations to create partnerships that provide courses in Adult Basic Education, Citizenship, Computer Literacy, English as a Second Language (ESL), Financial Literacy, and Health Literacy, among others.

This contract will pay for the training of 150 ESL instructors serving in 15 adult ESL programs in Travis County. These 150 instructors will instruct over 1,000 adults.

TCHHSVS staff recommends approving this contract.

Budgetary and Fiscal Impact:

The \$55,000 for this contract is coming from one-time-only funding in the FY'09 budget. The contract runs from 6/1/09 to 12/31/09. The contract number is PS090280RE.

Issues and Opportunities:

The 2003 National Assessment of Adult Literacy found that only 35% of individuals below a basic literacy level were employed full-time, while 51% were not in the labor force at all. The LCCT program offers a cost effective, volunteer-based program to reach residents who are unemployed or under-employed. Research also demonstrates that there is a strong correlation between literacy and earnings. The vast majority of residents who will benefit from these ESL services earn well below Travis County's standard income cap (200% FPIG) for receiving social services.

Background:

The LCCT was founded in 2001 in order to mobilize providers, learners, employers, educators, policy makers and other stakeholders to create a central Texas community that is 100% literate, employable, and engaged.

Cc: 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

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VS# _____

**TRAVIS COUNTY COMMISSIONER'S COURT
AGENDA REQUEST**

Please consider the following item for Voting Session on: 6/30/09

I. A. Request made by: Sheriff Greg Hamilton - TCSO *GH* Phone No. 854-4924

B. Requested Text:

1. **Consider and approve addition of 2009 Magnum Flat Bed Trailer to the Travis County Sheriff's Office vehicle fleet for programs, grounds and maintenance use within the Corrections Bureau.**

C. Approved by: _____
Signature of Commissioner or Judge

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 work session? **Yes**
No

Please list those contacted and their phone numbers:

Mike Joyce – Fleet Manager
Gary Cotter – TCSO Fleet

III. PERSONNEL
A change in your department's personnel (reclass, etc.).

IV. BUDGET REQUEST:
If your request involves funding for your department please check:

_____ Additional funding for your department

_____ Transfer of funds within your department budget

_____ A change in your department's personnel

RECEIVED
COUNTY JUDGES' OFFICE
09 JUN 24 PM 1:51

The County Human Resources Department (854-9165) and / or the Budget and Research Office (854-9106) must be notified before submission of this agenda request.



GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
Chief Deputy

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

May 18, 2009

TO: Mike Joyce, Division Manager TNR Fleet Services
FROM: Mike Gottner, Lieutenant TCSO VUC Member *MJD # 500*
SUBJECT: Request for Addition to Fleet
Ref: Magnum Flat Bed Trailer Model#16x84FB VIN# / SERIAL# 1V5BA162491135883

The Officers assigned to Gardens & Grounds and SWAP Program at the Travis County Correctional Complex routinely utilized a lone flatbed trailer to transport equipment on and off the Complex on a daily basis.

The workload in the section has increased to the point where the section was having to borrow an additional trailer from PCT#4. In order to operate more efficiently and avoid inconveniencing other departments, TCSO recently purchased the above denoted trailer from Magnum Custom Trailers.

TCSO requests to officially add this to the TCSO Fleet. The Flat Bed Trailer will be used for transporting equipment within, to and from the Facility. The Flat Bed Trailer will not be restricted to Gardens & Grounds and SWAP Program but will be utilized by the on-site maintenance and VMO Staff as well to transport salt, heavy equipment or vehicles in need of repair.

XC: Gary Cotter TCSO Fixed Assets & Fleet Manager
Vincent Moraida TNR Fleet Services Coordinator



MAGNUM

Last Updated June 26, 2009 at 10:44am

Trailers

10806 N. HWY. 620
AUSTIN, TEXAS 78726
PHONE (512) 258-4101
FAX (512) 335-0905

CUSTOMER WILL REGISTER

INVOICE

303465

**PLEASE PAY
FROM THIS INVOICE**

CUSTOMER NUMBER

1302

854-9114

INVOICE DATE

03/23/09

DUE DATE

03/26/09

B
L
L
T
O

TRAVIS COUNTY PCT #1
COUNTY AUDITOR
P.O. BOX 1748
AUSTIN, TX 78767

ITEM

DESCRIPTION

AMOUNT

#116780
1

P.O.#415216

2009 MAGNUM 16' X 84 FLAT BED UTILITY, BROWN
SURGE BRAKES ON TWO AXLES, SPARE RACK, SPARE
TIRE, 5' FOLD UP RAMPS, GVWR 6000#
SER. NO. 1V5BA162491135883
BUYER'S TAG FEE

3,715.00
5.00

ACCEPTED BY PURCHASER OR
AUTHORIZED REPRESENTATIVE OF
PURCHASER *[Signature]*
DATE *03 26 2009*

CUSTOMER IS RESPONSIBLE
FOR CHECKING ALL LUGS
BEFORE TRAILER IS DELIVERED
MAGNUM TRAILERS

NO RETURNS AFTER 30 DAYS • 20% RESTOCKING FEE
A 1-1/2% PER MONTH SERVICE CHARGE MAY BE APPLIED ON INVOICE UNPAID
BEYOND 30 DAYS OR THE MAXIMUM RATE PERMITTED BY LOCAL LAW.

AMOUNT
DUE

\$3,720.00

CERTIFICATE OF ORIGIN FOR A VEHICLE

MAGNUM
Trailers

DATE
3/23/2009

INVOICE NO.
303465

VEHICLE IDENTIFICATION NO.
1V5BA162491135883

YEAR
2009

MAKE
Magnum

BODY TYPE
Utility

SHIPPING WEIGHT
1,500#

H.P. (S.A.E.)
0

G.V.W.R.
6,000#

NO. CYLS.
0

SERIES OR MODEL
16' X 84
Flatbed

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

Travis County
P.O. Box 1748
Austin, TX 78767

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

MAGNUM CUSTOM TRAILER MFG. CO. INC.

BY:

Chak McEwen

PRESIDENT

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

MIT 45250

10806 HWY. 620, AUSTIN, TEXAS 78726

CITY - STATE

Last Updated June 26, 2009 at 10:44 am

Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this state and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.
 FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY: _____ <small>NAME OF DEALERSHIP DEALERS LICENSE NUMBER</small> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____ State of _____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY: _____ <small>NAME OF DEALERSHIP DEALERS LICENSE NUMBER</small> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____ State of _____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY: _____ <small>NAME OF DEALERSHIP DEALERS LICENSE NUMBER</small> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____ State of _____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY: _____ <small>NAME OF DEALERSHIP DEALERS LICENSE NUMBER</small> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____ State of _____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle, unless one of the following statements is checked. Odometer Reading _____ No Tenths. <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING ODOMETER DISCREPANCY Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____ Printed Name(s) of Seller(s) _____ Dealer's No _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____ Signature of Purchaser(s) _____ Printed Name(s) of Purchaser(s) _____ Notary Public Company Name (If Applicable) _____ State of _____ Address of Purchaser(s) _____ County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
LIENHOLDER	1st lien in favor of _____ whose address is _____ 2nd lien in favor of _____ whose address is _____

REV. 4-99

APPLICATION FOR TEXAS CERTIFICATE OF TITLE

SHADED AREAS ARE TO BE COMPLETED BY THE SELLER

TYPE OR PRINT NEATLY IN INK

TAX OFFICE USE ONLY					County Use Only	
Tax Collector _____		County _____				
Date _____		Transaction Number _____				
1. Vehicle Identification Number 1V5BA162491135883		2. Year 2009	3. Make Magnum	4. Body Style Utility		<input type="checkbox"/> SPV \$ _____
5. Model 16' T/A	6. Odometer Reading 19000	7. Empty Weight 1,500#	8. Carrying Capacity (lbs.) 4,500#	9. Tonnage		<input type="checkbox"/> Appraisal Value \$ _____
10. Trailer Type <input type="checkbox"/> Semi <input type="checkbox"/> Full	11. Plate No.	12. Vehicle Unit No.				13. Applicant's/Additional Applicant's Social Security Numbers (See * below) or Federal Tax ID Number
14. Applicant's/Owner's Name(s) Travis County Address P.O. Box 1748 City, State, Zip Code Austin, TX 78767 County Name _____						
14a. Registrant's Name (Renewal Notice Recipient) Address _____ City, State, Zip Code _____ County Name _____						
14b. Vehicle Physical Location City, State, Zip Code _____						
15. Previous Owner's Name Address City, State, Zip Code Magnum Custom Trailer Mfg. Co. Inc. 10806 Hwy 620 Austin, Texas 78726					15a. GDN - Dealer Use Only P-2157X	

THIS MOTOR VEHICLE IS SUBJECT TO THE FOLLOWING FIRST LIEN

16. 1st Lien Date		1st Lienholder Name		16a. Additional Lien(s)?	
		Address		<input type="checkbox"/> YES (If additional liens are to be recorded, attach Form VTR-267.)	
		City, State, Zip Code			
17. FOR CORRECTED TITLE, CHECK REASON(S) <input type="checkbox"/> Change in Vehicle Description <input type="checkbox"/> VIN <input type="checkbox"/> No Change in Ownership Lien <input type="checkbox"/> Add Lien <input type="checkbox"/> Remove Lien <input type="checkbox"/> Odometer Brand <input type="checkbox"/> Odometer Reading <input type="checkbox"/> Year <input type="checkbox"/> Make <input type="checkbox"/> Body Style <input type="checkbox"/> Other					

18. ODOMETER DISCLOSURE - FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I, _____ state that the odometer now reads _____ (no tenths)

** (Name of Seller/Agent)

THE MILEAGE SHOWN IS: A - Actual Mileage N - Not Actual Mileage X - Mileage Exceeds Mechanical Limits

*** IF NO SELLER/AGENT, TITLE APPLICANT SHOULD CHECK ONE OF THE 3 BOXES ABOVE UNLESS NUMBER 6 INDICATES "EXEMPT"

MOTOR VEHICLE TAX STATEMENT

19. CHECK ONLY IF APPLICABLE

I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code, §152.046 [c]).

I am a Dealer or Lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002 [c]).

20. DESCRIPTION OF VEHICLE	Year	Make	Vehicle Identification Number	20a. ADDITIONAL TRADE - INS? (Y/N)
TRADED IN (if any)				

21. SALES AND USE TAX COMPUTATION

(a) Sales Price (\$) _____ rebate has been deducted) \$ 3,715.00 \$90 New Resident Tax - (Previous State)

(b) Less Trade - In Amount, Describe in Item 20 Above \$ () \$5 Even Trade Tax

(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, Describe in Item 20 Above \$ () \$10 Gift Tax

(d) Taxable Amount (Item a. minus Item b./Item c.) \$ \$65 Rebuilt Salvage Fee

(e) 6.25% Tax on Taxable Amount (Multiply Item d. by .0625) \$ 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs)

(f) Late Tax Payment Penalty 5% or 10% \$ 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs)

(g) Tax Paid to _____ (STATE) \$ Exemption claimed under the Motor Vehicle Sales and Use Tax Law because _____

(h) AMOUNT OF TAX AND PENALTY DUE \$ \$28 or \$33 APPLICATION FEE FOR CERTIFICATE OF TITLE (Contact your County Tax Assessor-Collector for the correct fee.)

I HEREBY CERTIFY THAT ALL STATEMENTS IN THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

22. Signature of SELLER, DONOR, OR TRADER Magnum Custom Trailers <i>Rebecca Ellington</i>	PRINTED NAME (Same as signature) Rebecca Ellington	Date 3/23/2009
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23. Signature of PURCHASER, DONEE, OR TRADER _____ PRINTED NAME (Same as signature) _____ Date _____

RIGHTS OF SURVIVORSHIP OWNERSHIP AGREEMENT (MARRIED PERSONS)
 WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS APPLICATION FOR TITLE, SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF EITHER OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR.

NON-MARRIED PERSONS ARE REQUIRED TO EXECUTE A RIGHTS OF SURVIVORSHIP OWNERSHIP AGREEMENT FOR A MOTOR VEHICLE, FORM VTR-122.

SIGNATURE _____	Date _____
SIGNATURE _____	Date _____

WARNING: Transportation Code, §501.155, provides that falsifying information on title transfer documents is a third-degree felony offense punishable by not more than ten (10) years in prison or not more than one (1) year in a community correctional facility. In addition to imprisonment, a fine of up to \$10,000 may also be imposed.

* NOTE: Transportation Code, §501.0235, REQUIRES that the applicant's social security number be provided when applying for a certificate of title. If the applicant does not have a social security number, Form VTR-171, Statement of Fact for Non-disclosure of a Social Security Number, must accompany this application. This information is requested for owner identification purposes.

GENERAL INSTRUCTIONS
APPLICATION FOR TEXAS CERTIFICATE OF TITLE

This form must be completed and submitted to your County Tax Assessor-Collector accompanied by any required application fee, supporting documents, registration fee if applicable, and any motor vehicle tax due. An application form may be reproduced or faxed; however, a completed form must contain original signatures to be accepted.

AVAILABLE HELP

- For assistance in completing this form contact your County Tax Assessor-Collector.
- For information about motor vehicle sales and use tax, or emission fees, contact the Texas Comptroller of Public Accounts, Tax Assistance Section, at 1-800/252-1382 toll free nationwide, or call 512/463-4600. (From a Telecommunication Device for the Deaf (TDD) ONLY CALL 1-800/248-4099, toll free nationwide or call 512/463-4621.)
- For title or registration information, contact your County Tax Assessor-Collector or the Texas Department of Transportation's Vehicle Titles and Registration Division at 512/465-7611. (From a Telecommunication Device for the Deaf (TDD) ONLY CALL 512/302-2110.)

NOTICE

With a few exceptions, you are entitled to be informed about the information TxDOT collects about you. Texas Government Code, §§552.021, 552.023, and 559.004 further entitle you to receive and review the information on request, and to request that the department correct any information about you that is deemed incorrect. Please contact the TxDOT Vehicle Titles and Registration Division, Customer Help Desk at 512/465-7611 for further details.

WARNING:

Any person who knowingly signs a false, joint statement is guilty of a felony of the third degree. (TEX. TAX CODE ANN., §152.101)

NOTICE

The sales and use tax must be paid to the County Tax Assessor-Collector within 20 county working days from the date of purchase or entry into Texas. The county will collect a \$2.50 fee for transfer of current registration in addition to the title application fees and other applicable fees. If not currently registered, registration fees will be due.

If the amount paid for a used motor vehicle in a private-party transaction under Chapter 152, §152.0412, is equal to or greater than 80 percent of the standard presumptive value of the vehicle, tax is computed on the amount paid. If the amount paid for the vehicle is less than 80 percent of the standard presumptive value of the vehicle, tax is computed on the amount equal to 80 percent of the standard presumptive value, unless the purchaser establishes the value of the vehicle by obtaining a certified appraisal from an authorized dealer or licensed insurance adjuster. See 34 T.A.C. §3.79.

Diesel powered vehicles may be subject to the Texas Emissions Reduction Plan surcharge on the taxable amount.

If the tax or diesel emissions surcharge is paid from 1 to 30 calendar days late, a penalty of 5 percent of the tax will be charged; if more than 30 calendar days late, the penalty will be 10 percent of the tax. Minimum penalty is \$1 (TEX. TAX CODE ANN., §152.066).

In addition to the late tax payment penalty, Transportation Code, §§520.031 and 520.032, provides for an escalating delinquent transfer penalty for failure to apply for title within 20 county working days from the date of title assignment. Submit this application, along with proper evidence of ownership, and a copy of valid proof of financial responsibility, such as a liability insurance card or policy, as provided in Transportation Code, §502.153.

All new residents applying for Texas certificate of title and registration for a motor vehicle must file at the County Tax Assessor-Collector of the county in Texas where the applicant resides within 30 days of establishing residency. Texas law requires that all vehicles, previously registered and titled or registered in another state or country, be inspected for safety and the motor and serial number or vehicle identification number verified before such vehicles may be registered in Texas. These inspections must be made by State appointed Safety Inspection Stations who will then complete an out-of-state Vehicle Identification Certificate. This form must be submitted to the County Tax Assessor-Collector with your application for registration and certificate of title.

30

RECEIVED
COUNTY JUDGE'S OFFICE
VS# _____

09 JUN 19 AM 10:58

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST

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

VOTING SESSION June 30, 2009 EXEC. SESSION _____

I. A. Request made by *Susan Spataro*

Susan Spataro, County Auditor PH# 49125

B. Requested Text:

Receive and discuss as necessary the Second Revenue Estimate for the FY 2010 Budget Process

County Judge or Commissioner

II. A. Is backup material attached: Yes X No ___

Any backup material to be presented to the Court must be submitted with this Agenda Request (original and eight copies)

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

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 *SS*
County Auditor
Subject: Second Revenue Estimate
Date: June 22, 2009

Attached is the Second Revenue Estimate for the FY 2010 budget process. This estimate includes all the Funds except for the Risk Management Fund and the Hospital and Insurance Fund; these will be included in the Third Revenue Estimate, the one on which the Preliminary Budget is based.

At the request of the Planning & Budget Office (PBO), the tax rate remains at 42.32 cents, 3% above the Effective Tax Rate.

General Fund

Total revenue for the General Fund is just under \$448 million of which \$54.8 million is the beginning balance. This total represents a decrease of \$3.76 million from the FY 2009 adjusted budget but is \$826,000 more than the First Revenue Estimate.

Key items include:

- The M&O portion of the FY 2010 tax rate is 35.31 cents, 1.37 cents above the FY 2009 M&O rate.
- Our estimate for pooled cash investment interest revenue is down. Because of lower interest rates and a lower Fund balance, we have dropped our FY 2009 estimate of \$6.2 million to \$3.45 million for next year.
- As is usual at this time of year, a number of contracts are not included because we have not had verification that they will continue next year; some of these are certified mid-year, others—and we assumed several of these in the First Estimate—will be included in later Estimates as we go through the budget process. Their not being included yet makes

Intergovernmental Revenue and Charges for Services (as well as some individual departments' revenues) look unusually low at this early point in the budget process. Expenditures and revenues for these items move in tandem: PBO will add the expense portion at the point that we receive notice that funding is available for FY 2010.

Other Funds

- The Road & Bridge Fund is estimated to have total resources of just over \$18 million, a 26.5% decrease from this year. Auto Registration revenue is down, an additional 10% of the County's portion of motor vehicle sales tax must go to the General Fund in 2010, and Fines revenue is down.
- The Debt Service Fund is set at 7.01 cents; this compares to 7.28 cents for FY 2009. Total new revenue is \$77.3 million, down from the current year's \$81.8 million. This Revenue Estimate does not take into account the results of the debt refinancing action begun on June 16th.
- As is always the case this early in the process, all the Capital Projects Funds are almost exclusively current balances only. True estimates of remaining resources will be made when we are closer to budget adoption.

This is the first revenue estimate that has included almost all the Funds and line items. Let me stress that these numbers will change as we go through the budget process, driven by decisions by the Court and by new information. We are being conservative in our estimating and will increase our estimates only when we have sufficient data to justify raising our numbers. Nonetheless, it is our belief that each Revenue Estimate that comes to you represents a reasonable picture of the resources available to the Commissioners Court for next year's budget.

attachment

TRAVIS COUNTY AUDITOR'S OFFICE
 FY 2010 REVENUE ESTIMATE

	FY 2009 Budget	Second Revenue Estimate	
GENERAL FUND	\$451,659,314	\$447,895,403	
BEGINNING BALANCE	\$57,653,212	\$54,767,486	
CURRENT PROPERTY TAXES	313,728,852	322,998,890	
OTHER REVENUES	80,277,250	70,129,027	Page
LAW LIBRARY FUND	1,267,699	1,048,812	3
DISPUTE RESOLUTION CENTER FUND	430,902	388,718	3
VOTER REGISTRATION FUND	164,386	261,943	3
JUVENILE FEE FUND	371,006	386,848	3
JJAEP FUND	2,235,374	1,994,121	3
CTY CLERK RECORDS MGMNT & PRESERV FUND	1,224,500	1,527,835	4
LCRA-TC PARKS CIP FUND	2,886,572	2,993,654	4
RECORDS MGMNT & PRESERVATION FUND	528,831	397,949	4
COURTHOUSE SECURITY FUND	2,518,656	2,641,490	4
COURT REPORTER FUND	497,974	358,063	4
JUVENILE DEFFERED PROSECUTION FUND	59,789	65,876	4
BALCONES CANYONLAND PRESERVATION FUND	10,784,488	12,078,744	5
LEOSE-COMMISSIONERS COURT FUND	1,783	2,691	5
JUVENILE DELINQUENCY PREVENTION FUND	133	198	5
PROFESSIONAL PROSECUTORS FUND	65,774	65,412	5
MARY QUINLAN PARK FUND	274,467	277,859	5
JUDICIARY FEE FUND-PROBATE	299,568	262,031	5
JUSTICE COURT TECHNOLOGY FUND	980,197	869,689	6
TRUANCY COURT FUND	194,696	178,816	6
DISTRICT CLERK RECORDS MGMT FUND	417,724	380,951	6
ELECTIONS CONTRACT FUND	1,811,654	1,533,748	6
COUNTY CLERK ARCHIVAL FUND	1,292,177	1,319,775	6
FAMILY PROTECTION FUND	56,833	51,500	6
DRUG COURT PROGRAM FUND	163,644	179,537	7
PROBATE GUARDIANSHIP FUND	129,666	172,631	7
VITAL STATISTIC PRESERVATION FUND	29,645	34,679	7
FIRE CODE FUND	209,769	150,918	7
CHILD ABUSE PREVENTION FUND	739	1,812	7
JUSTICE CT. BUILDING SECURITY FUND	173,905	212,160	7
HEALTH FOOD PERMITS	149,540	153,058	8
ROAD AND BRIDGE FUND	24,565,251	18,067,662	8
DEBT SERVICE FUND	81,828,429	77,274,389	8
TX EXPOSITION AND HERITAGE CENTER FUND	1,589,267	1,751,021	8
RISK MANAGEMENT FUND	18,678,472	0	8
EMPLOYEE HEALTH BENEFIT FUND	68,982,664	0	9
CAPITAL PROJECT FUNDS	106,967,114	105,737,134	10

Tax Rate=	42.32	cents
M&O	35.31	
Debt Service (I&S)	7.01	

FY 2010 Revenue Estimate - General Fund

Last Updated June 26, 2009 at 10:44am

		FY 2009 Budget	Second Revenue Estimate	Difference from FY 2009
	Beginning Balance Total	\$57,653,212	\$54,767,486	\$ (2,885,726)
T	Taxes	\$325,761,852	\$333,626,390	7,864,538
Y	Intergovernmental	1,766,529	1,560,389	(206,140)
P	Charges for Services	52,000,292	48,958,165	(3,042,127)
E	Fines	852,468	852,468	0
	Interest Income	7,562,794	3,849,225	(3,713,569)
	Miscellaneous Revenue	2,586,205	1,571,856	(1,014,349)
	Other Financing Sources	3,475,962	2,709,424	(766,538)
	New Revenue	\$ 394,006,102	\$393,127,917	\$ (878,185)
	Total Resources	\$ 451,659,314	\$447,895,403	\$ (3,763,911)
<hr/>				
	Beginning Balance Total	\$57,653,212	\$54,767,486	\$ (2,885,726)
	County Auditor	\$118,024	\$132,950	14,926
	County Treasurer	532,913	413,728	(119,185)
	Tax Collector	328,427,634	336,244,772	7,817,138
	PBO	6,390,932	3,637,833	(2,753,099)
	Commissionr's Ct Gen Adm	10,383,065	8,872,892	(1,510,173)
	Human Resources	5,000	0	(5,000)
	Info. & Telecomm. Systems	1,628,500	1,049,080	(579,420)
D	Facilities Management	104,097	315,051	210,954
E	Purchasing	308,000	210,000	(98,000)
P	County Attorney	2,357,644	2,114,730	(242,914)
A	County Clerk	7,594,802	6,836,802	(758,000)
R	District Clerk	2,453,500	2,331,912	(121,588)
T	Civil Courts	270,000	200,000	(70,000)
M	District Attorney	809,083	342,740	(466,343)
E	Criminal Courts	593,525	530,000	(63,525)
N	Probate Court	117,947	96,800	(21,147)
T	Justice of Peace 1	253,400	240,629	(12,771)
	Justice of Peace 2	519,478	484,314	(35,164)
	Justice of Peace 3	449,275	454,039	4,764
	Justice of Peace 4	203,239	181,249	(21,990)
	Justice of Peace 5	319,097	285,180	(33,917)
	Constable 1	462,148	440,125	(22,023)
	Constable 2	841,937	852,937	11,000
	Constable 3	887,050	745,000	(142,050)
	Constable 4	362,675	389,500	26,825
	Constable 5	2,517,300	2,238,455	(278,845)
	Sheriff	8,079,827	8,216,376	136,549
	Medical Examiner	1,873,040	1,766,000	(107,040)
	CSCD	4,500	4,500	0
	TCCES	1,572,986	1,625,334	52,348
	Pretrial Services	510,000	500,000	(10,000)
	Juvenile Probation	676,095	627,600	(48,495)
	Emergency Services	289,200	250,000	(39,200)
	Trans. & Natural Resources	3,305,664	2,903,147	(402,517)
	Records Mgmt & Comm Res.	5,400	5,000	(400)
	Health and Human Services	534,470	270,000	(264,470)
	Emergency Medical Services	7,770,888	6,845,475	(925,413)
	Civil Courts/Legal Mandate	53,767	53,767	0
	Criminal Courts/Legal Mandate	420,000	420,000	0
	New Revenue	\$ 394,006,102	\$393,127,917	\$ (878,185)
	Total Resources	\$ 451,659,314	\$447,895,403	\$ (3,763,911)

FY 2010 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2009 Budget</u>	<u>Second Revenue Estimate</u>	<u>Difference from FY 2009</u>
Law Library Fund	011	Beginning Balance	\$407,699	\$202,012	(205,687)
		Charges for Services	845,000	833,000	(12,000)
		Interest Income	15,000	13,800	(1,200)
		New Revenue	860,000	846,800	(13,200)
		Total Resources	\$1,267,699	\$1,048,812	(218,887)
Dispute Resolution	016	Beginning Balance	\$35,277	\$2,511	(32,766)
		Charges for Services	346,404	339,230	(7,174)
		Interest Income	3,356	1,781	(1,575)
		Miscellaneous Revenue	4,200	3,531	(669)
		Other Financing Sources	41,665	41,665	0
		New Revenue	395,625	386,207	(9,418)
		Total Resources	\$430,902	\$388,718	(42,184)
Voter Registration	018	Beginning Balance	\$33,252	\$70,616	37,364
		Intergovernmental	115,352	175,545	60,193
		Other Financing Sources	15,782	15,782	0
		New Revenue	131,134	191,327	60,193
		Total Resources	\$164,386	\$261,943	97,557
Juvenile Fee	021	Beginning Balance	\$343,006	\$368,448	25,442
		Charges for Services	19,000	12,000	(7,000)
		Interest Income	9,000	6,400	(2,600)
		New Revenue	28,000	18,400	(9,600)
		Total Resources	\$371,006	\$386,848	15,842
Juvenile Justice Alternative Education Program (JJAEP)	023	Beginning Balance	\$1,914,061	\$1,664,008	(250,053)
		Intergovernmental	77,000	103,000	26,000
		Interest Income	55,000	37,800	(17,200)
		Other Financing Sources	189,313	189,313	0
		New Revenue	321,313	330,113	8,800
		Total Resources	\$2,235,374	\$1,994,121	(241,253)

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2009 Budget</u>	<u>Second Revenue Estimate</u>	<u>Difference from FY 2009</u>
CC. Records Management & Preservation	028	Beginning Balance	\$158,000	\$502,535	344,535
		Charges for Services	1,056,500	1,012,000	(44,500)
		Interest Income	10,000	13,300	3,300
		Other Financing Sources	0	0	0
		New Revenue	1,066,500	1,025,300	(41,200)
		Total Resources	\$1,224,500	\$1,527,835	303,335
LCRA-TC Parks CIP	029	Beginning Balance	\$2,548,683	\$2,717,345	168,662
		Charges for Services	237,889	221,463	(16,426)
		Interest Income	100,000	54,846	(45,154)
		New Revenue	337,889	276,309	(61,580)
		Total Resources	\$2,886,572	\$2,993,654	107,082
		Records Management & Preservation	030	Beginning Balance	\$204,331
Charges for Services	317,000			299,000	(18,000)
Interest Income	7,500			4,500	(3,000)
New Revenue	324,500			303,500	(21,000)
Total Resources	\$528,831			\$397,949	(130,882)
Courthouse Security	031			Beginning Balance	\$135,385
		Charges for Services	515,858	509,058	(6,800)
		Interest Income	12,000	6,380	(5,620)
		Other Financing Sources	1,855,413	2,126,052	270,639
		New Revenue	2,383,271	2,641,490	258,219
		Total Resources	\$2,518,656	\$2,641,490	122,834
Court Reporter Service	036	Beginning Balance	\$143,474	\$8,063	(135,411)
		Charges for Services	350,000	346,000	(4,000)
		Interest Income	4,500	4,000	(500)
		New Revenue	354,500	350,000	(4,500)
		Total Resources	\$497,974	\$358,063	(139,911)
		Juvenile Deferred Prosecution	037	Beginning Balance	\$52,289
Charges for Services	6,500			5,000	(1,500)
Interest Income	1,000			800	(200)
New Revenue	7,500			5,800	(1,700)
Total Resources	\$59,789			\$65,876	6,087

FY 2010 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2009 Budget</u>	<u>Second Revenue Estimate</u>	<u>Difference from FY 2009</u>
Balcones Canyonland Preservation	038	Beginning Balance	\$650,794	\$2,632,746	1,981,952
		Charges for Services	1,736,630	324,800	(1,411,830)
		Interest Income	100,000	78,647	(21,353)
		Miscellaneous Revenue	341,594	123,109	(218,485)
		Other Financing Sources	7,955,470	8,919,442	963,972
		New Revenue	10,133,694	9,445,998	(687,696)
		Total Resources	\$10,784,488	\$12,078,744	1,294,256
<hr/>					
LEOSE Comm. Court	041	Beginning Balance	\$733	\$1,691	958
		Intergovernmental	1,050	1,000	(50)
		New Revenue	1,050	1,000	(50)
		Total Resources	\$1,783	\$2,691	908
<hr/>					
Juvenile Delinquency Prevention	043	Beginning Balance	\$133	\$198	65
		Charges for Services	0	0	0
		Interest Income	0	0	0
		New Revenue	0	0	0
		Total Resources	\$133	\$198	65
<hr/>					
Professional Prosecutors	047	Beginning Balance	\$362	\$0	(362)
		Other Financing Sources	65,412	65,412	0
		New Revenue	65,412	65,412	0
		Total Resources	\$65,774	\$65,412	(362)
<hr/>					
Mary Quinlan Park	048	Beginning Balance	\$269,467	\$272,859	3,392
		Miscellaneous Revenue	5,000	5,000	0
		New Revenue	5,000	5,000	0
		Total Resources	\$274,467	\$277,859	3,392
<hr/>					
Judiciary Fee-Probate	049	Beginning Balance	\$204,568	\$169,531	(35,037)
		Charges for Services	87,000	87,000	0
		Interest Income	8,000	5,500	(2,500)
		New Revenue	95,000	92,500	(2,500)
		Total Resources	\$299,568	\$262,031	(37,537)

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2009 Budget</u>	<u>Second Revenue Estimate</u>	<u>Difference from FY 2009</u>
Justice Court Technology	050	Beginning Balance	\$743,460	\$657,561	(85,899)
		Charges for Services	219,737	201,128	(18,609)
		Interest Income	17,000	11,000	(6,000)
		New Revenue	236,737	212,128	(24,609)
		Total Resources	\$980,197	\$869,689	(110,508)
<hr/>					
Truancy Court	054	Beginning Balance	\$17,667	\$2,887	(14,780)
		Charges for Services	136,126	134,926	(1,200)
		Interest Income	500	600	100
		Other Financing Sources	40,403	40,403	0
		New Revenue	177,029	175,929	(1,100)
Total Resources	\$194,696	\$178,816	(15,880)		
<hr/>					
District Clerk Records Management	055	Beginning Balance	\$324,524	\$296,251	(28,273)
		Charges for Services	83,200	79,000	(4,200)
		Interest Income	10,000	5,700	(4,300)
		New Revenue	93,200	84,700	(8,500)
		Total Resources	\$417,724	\$380,951	(36,773)
<hr/>					
Elections Contract	056	Beginning Balance	\$284,154	\$196,138	(88,016)
		Charges for Services	1,520,000	1,325,910	(194,090)
		Interest Income	7,500	11,700	4,200
		Miscellaneous Revenue	0	0	0
		New Revenue	1,527,500	1,337,610	(189,890)
Total Resources	\$1,811,654	\$1,533,748	(277,906)		
<hr/>					
County Clerk Archival	057	Beginning Balance	\$253,177	\$336,275	83,098
		Charges for Services	1,025,000	970,000	(55,000)
		Interest Income	14,000	13,500	(500)
		New Revenue	1,039,000	983,500	(55,500)
		Total Resources	\$1,292,177	\$1,319,775	27,598
<hr/>					
Family Protection	058	Beginning Balance	\$2,833	\$0	(2,833)
		Charges for Services	52,000	50,000	(2,000)
		Interest Income	2,000	1,500	(500)
		New Revenue	54,000	51,500	(2,500)
		Total Resources	\$56,833	\$51,500	(5,333)

FY 2010 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2009 Budget</u>	<u>Second Revenue Estimate</u>	<u>Difference from FY 2009</u>
Drug Court Program	059	Beginning Balance	\$19,109	\$25,787	6,678
		Charges for Services	143,535	153,000	9,465
		Interest Income	1,000	750	(250)
		New Revenue	144,535	153,750	9,215
		Total Resources	\$163,644	\$179,537	15,893
<hr/>					
Probate Guardianship	060	Beginning Balance	\$68,966	\$98,041	29,075
		Charges for Services	60,000	74,000	14,000
		Interest Income	700	590	(110)
		New Revenue	60,700	74,590	13,890
		Total Resources	\$129,666	\$172,631	42,965
<hr/>					
Vital Statistic Preservation	063	Beginning Balance	\$23,332	\$28,000	4,668
		Charges for Services	5,863	6,379	516
		Interest Income	450	300	(150)
		New Revenue	6,313	6,679	366
		Total Resources	\$29,645	\$34,679	5,034
<hr/>					
Fire Code	064	Beginning Balance	\$81,769	\$25,681	(56,088)
		Charges for Services	125,000	125,000	0
		Interest Income	3,000	237	(2,763)
		New Revenue	128,000	125,237	(2,763)
		Total Resources	\$209,769	\$150,918	(58,851)
<hr/>					
Child Abuse Prevention	065	Beginning Balance	\$489	\$1,307	818
		Charges for Services	250	500	250
		Interest Income	0	5	5
		New Revenue	250	505	255
		Total Resources	\$739	\$1,812	1,073
<hr/>					
Justice Ct Building Security	066	Beginning Balance	\$123,825	\$172,972	49,147
		Charges for Services	49,080	38,251	(10,829)
		Interest Income	1,000	937	(63)
		New Revenue	50,080	39,188	(10,892)
		Total Resources	\$173,905	\$212,160	38,255

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2009 Budget</u>	<u>Second Revenue Estimate</u>	<u>Difference from FY 2009</u>
Health Food Permits	068	Beginning Balance	\$76,500	\$78,798	2,298
		Charges for Services	73,040	74,260	1,220
		Interest Income	0	0	0
		New Revenue	73,040	74,260	1,220
		Total Resources	\$149,540	\$153,058	3,518
<hr/>					
Road and Bridge	099	Beginning Balance	\$5,265,248	\$981,383	(4,283,865)
		Intergovernmental	76,000	75,795	(205)
		Charges for Services	11,883,500	10,378,000	(1,505,500)
		Fines	7,025,503	6,292,692	(732,811)
		Interest Income	250,000	274,792	24,792
		Miscellaneous Revenue	65,000	65,000	0
		New Revenue	19,300,003	17,086,279	(2,213,724)
		Total Resources	\$24,565,251	\$18,067,662	(6,497,589)
<hr/>					
Debt Service	394	Beginning Balance	\$12,968,442	\$12,127,848	(840,594)
		Current Property Taxes	67,880,333	64,691,608	(3,188,725)
		Delinquent Property Taxes	399,000	297,500	(101,500)
		Interest Income	580,654	157,433	(423,221)
		Other Financing Sources	0	0	0
		New Revenue	68,859,987	65,146,541	(3,713,446)
Total Resources	\$81,828,429	\$77,274,389	(4,554,040)		
<hr/>					
TX Expo/Heritage Center	501	Beginning Balance	\$624,587	\$755,128	130,541
		Charges for Services	411,000	350,000	(61,000)
		Interest Income	12,000	3,893	(8,107)
		Miscellaneous Revenue	541,680	642,000	100,320
		Other Financing Sources	0	0	0
		New Revenue	964,680	995,893	31,213
Total Resources	\$1,589,267	\$1,751,021	161,754		
<hr/>					
Risk Management	525	Beginning Balance	\$15,075,042		(15,075,042)
		Interest Income	735,562		(735,562)
		Misc. Revenue (Premiums)	2,867,868		(2,867,868)
		New Revenue	3,603,430	0	(3,603,430)
Total Resources	\$18,678,472	\$0	(18,678,472)		

FY 2010 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2009 Budget</u>	<u>Second Revenue Estimate</u>	<u>Difference from FY 2009</u>
Employees Health Benefit	526	Beginning Balance	\$31,500,000		(31,500,000)
		Interest Income	720,000		(720,000)
		Misc. Revenue (Premiums)	36,762,664		(36,762,664)
		Other Financing Sources	0		0
		New Revenue	37,482,664	0	(37,482,664)
		Total Resources	\$68,982,664	\$0	(68,982,664)

FY2010 REVENUE ESTIMATE-CAPITAL PROJECTS**Second Revenue Estimate**

<u>Fund Number</u>	<u>Beginning Balance*</u>
405	1,049,875
406	4,871
413	76,289
422	2,793
430	182,976
431	65,896
432	235,852
433	18,479
434	63,904
435	60,883
437	341,296
439	2,768,996
440	178,317
441	199,208
444	754,299
446	113,857
449	51,386
450	1,025,276
451	130,107
452	1,932,496
453	449,616
454	461,896
455	41,974
456	106,675
457	16,935
458	367,615
459	1,253,578
460	2,863,332
461	1,955,623
463	866,784
464	1,248,928
465	16,784,291
466	19,031
467	880,559
468	1,742,095
469	390,404
470	130,721
471	810,674
472	4,486,210
473	5,405,903
474	643,955
475	0
506	2,182,613
507	3,640,655

FY2010 REVENUE ESTIMATE-CAPITAL PROJECTS

Second Revenue Estimate

<u>Fund Number</u>	<u>Beginning Balance*</u>
508	14,779,477
509	1,761,178
510	9,522,975
511	2,707,526
512	20,958,855
Total	105,737,134

*Actual balances as of September 30, 2009 will be rolled over and budgeted.

EXECUTIVE SESSION

Travis County Commissioners Court Agenda Request

Voting Session 6 / 30 / 09
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on an offer to sell approximately 90 acres of undeveloped land in Precinct Four, located east of U.S. 183 and Onion Creek, for inclusion in the Onion Creek Open Space Parkland – 2005 Bond Program. (Executive Session 1 & 2)

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

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

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

<u>Joseph P. Gieselman, TNR</u>	<u>854-9383</u>	<u>Greg Chico, TNR</u>	<u>854-4659</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>Lisa Dean, TNR</u>	<u>854-7616</u>
<u>Charles Bergh, TNR</u>	<u>854-9317</u>	<u>Donna Williams-Jones, TNR</u>	<u>854-9383</u>
<u>Robert Armistead, TNR</u>	<u>854-9831</u>	<u>John Hille, Asst. CA</u>	<u>854-9513</u>
<u>Wendy Scaperotta, TNR</u>	<u>854-7655</u>	<u>Chris Gilmore, Asst. CA</u>	<u>854-9455</u>

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUN 15 PM 4:13

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

COURT DATE: 6 / 30 / 09

EXECUTIVE SESSION

AGENDA ITEM #

MEMORANDUM

DATE: June 8, 2009

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Offer to sell approximately 90 acres of land at the confluence of the Colorado River and Onion Creek for inclusion in the Onion Creek Open Space Project, 2005 Bond Program

SUMMARY OF BRIEFING AND STAFF RECOMMENDATION

In 2007, TNR staff identified a strategic area of undeveloped land (the "McMorris" tract) as an ideal candidate for inclusion in the 2005 Bond Program to acquire Onion Creek Open Space. This parcel is roughly 90 acres, and is located at the confluence of Onion Creek and the Colorado River, immediately northeast of the County's S.E. Metro Park. Exhibit "A" shows the approximate location of the site.

In early-2009, the property was appraised by Mr. John Coleman, MAI, of The Aegis Group, Inc. The appraisal dated April 21, 2009 established a market value of \$540,000 for the acreage. Subsequently, a copy of the appraisal was provided to the property owner. Note that the property is not currently listed for sale, and has been held for many years by the McMorris family. In discussions with Mrs. Norma McMorris in May, 2009, TNR worked to elicit an offer-to-sell from the family. In the past, the property has been leased for sand, gravel, and topsoil purposes, and per statements from Mrs. McMorris, the family has declined several offers from various gravel operators to purchase the property for prices in the one million dollar range. What TNR is fairly certain of is that for commercial sand / gravel quarry operations, the parcel possesses highly preferred geologic characteristics. It is against this backdrop that TNR hopes to acquire the tract. In early June, 2009, TNR received a phone call from Mrs. McMorris wherein she made a verbal offer to sell the acreage for \$750,000. This amount is \$210,000 (39%) higher than the recent appraised value.

The following four points illustrate the significant value potential that ownership of the property represents for Travis County:

- 1) With extensive waterfront, the tract presents superb opportunities for public recreational fishing and boating.
- 2) As two noteworthy waterways in southeastern Travis County (Precinct 4), protection of property from inappropriate development at the confluence of these two resources is considered in the public interest.

Travis County Commissioners' Court
June 8, 2009
Page 2 of 3

- 3) Ownership of the tract would serve well as the eastern anchor of the planned Onion Creek Open Space corridor; ultimately providing a waterfront environment for the terminus of the envisioned recreational hiking, biking, and nature trail stretching from McKinney Falls Park to the Colorado River.
- 4) Analysis of the immediate area (and the McMorris site specifically) by Travis County's professional ground water hydrologist, the Thornhill Group, Inc., strongly indicates that the tract is an ideal location for a reliable and high-production water well site. The Thornhill Group, Inc. estimates the probability of success in drilling a "high-producer" water well on the property, at 90% or greater. The relevance of this matter is discussed in a following section (**Issues and Opportunities**) of this memorandum.

For the reasons outlined herein, TNR recommends that the County seek to purchase the property, at the lowest possible price. From this perspective, staff recommends that the Commissioners' Court direct County staff to extend an informal, verbal \$648,000 counter-offer to the McMorris family. This proposed counter-offer amount is 20% above the appraised value, is approximately the mid-point between the appraised value and the owner's offer-to-sell amount, and is justified in part because real property market appraisal values frequently vary by up to 20% from one licensed and competent appraiser to another. In essence, real property appraisal is an educated, researched, substantiated, reasonable, and documented *estimation* or judgment of fair market value, as set forth by a knowledgeable individual qualified to do so.

FISCAL AND BUDGETARY IMPACT

Land acquisition funding for the Onion Creek Open Space Project was approved under the 2005 Bond Election. If the County were to accept the offer-to-sell, the current budget has sufficient monies for purchase of the property.

ISSUES AND OPPORTUNITIES

The McMorris property is an elongated tract located along the southern banks of the Colorado River, immediately east of the river's intersection with Onion Creek. Bordered to the south by a planned residential subdivision ("WatersEdge"), the McMorris property is accessible from the elevated bluff above the river, along which a hiking trail is planned to extend northeasterly from S.E. Metro Park. Currently, the Colorado River (with a County-owned pump station) serves as the sole water supply for irrigation in the park. Recently, a waterline was constructed by the County from the banks of the river, up to and along the high-bluff ridge, and then traversing the WatersEdge tract. At present, Travis County pays the LCRA roughly \$8,000 per year for Colorado River pumping and water rights. The McMorris tract is located immediately east of the location of the County's current pump station.

However, the existing pump station was designed as a mobile facility because of its necessary placement at water level, and directly in the floodway. As such, if (when) a flood warning is issued for low-lying areas along Onion Creek or the Colorado River, County staff are to descend the bluff, and tow the mobile pump station to an area with a lower potential for loss or destruction

Travis County Commissioners' Court
June 8, 2009
Page 3 of 3

of the equipment. While possible and prudent, this arrangement is hardly ideal, especially given a scenario under which a flood-warning were issued in the overnight hours. Quickly accessing and towing the pumping equipment by hitch, in a major storm event with heavy rain, lightning, wind, and no or little natural light, would (will) present considerable logistical challenges.

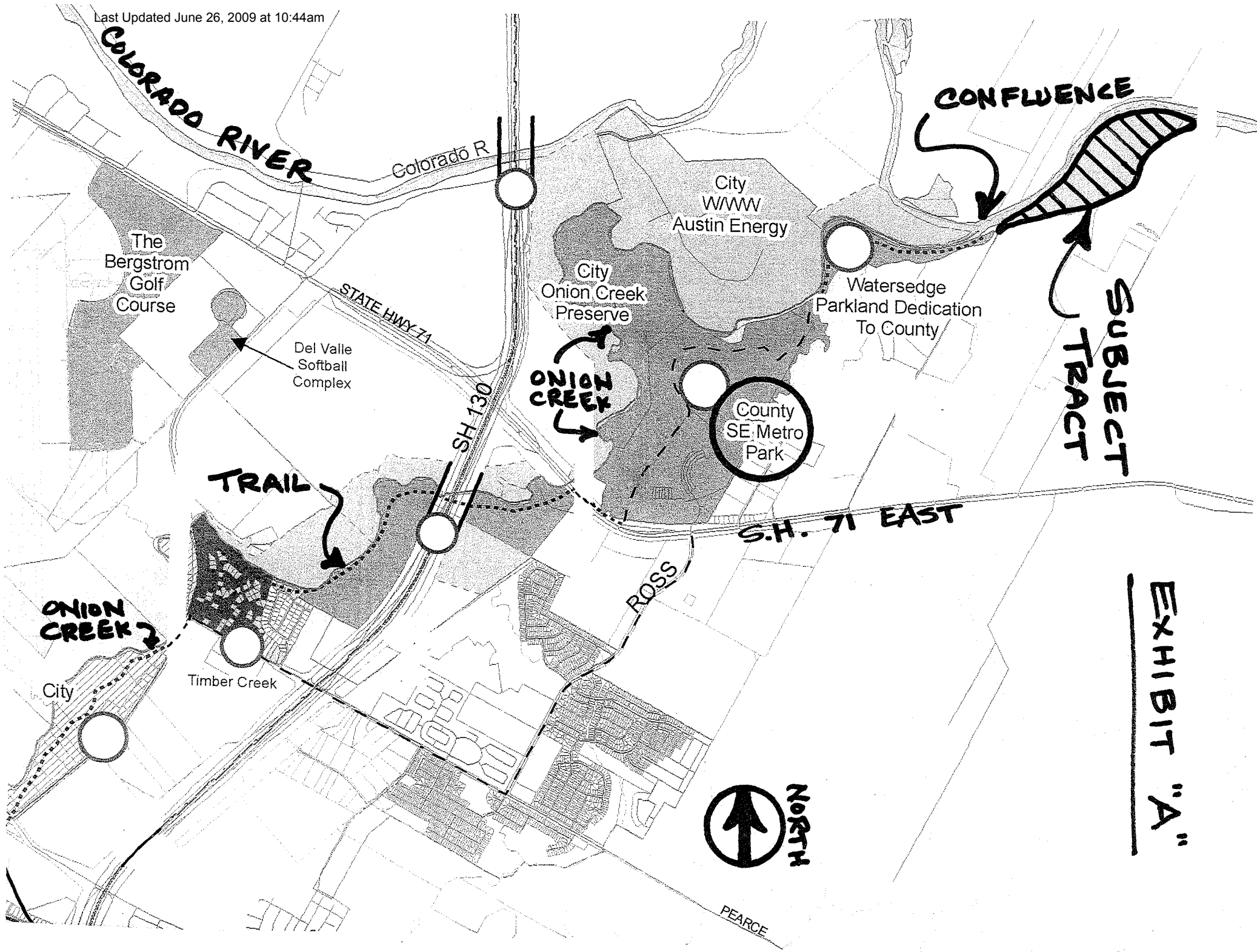
But why does this matter? Because if the County were to own the McMorris tract, a water well likely could – and should – replace the current water supply for S.E. Metro Park. The vast majority of pipe that would be needed for a well on the McMorris tract is already in place. A productive well would eliminate the need and annual on-going cost for water rights. And ground water from a well would contain far less silt than that from the Colorado River. Expenses for electricity to operate a well and pump head could be roughly matched by utility savings from stopping the present river surface water pumping.

Overall, TNR staff views the likely water well option on the McMorris tract as a potential opportunity to provide long-term cost savings to the County, protect County assets (the existing pump infrastructure), and obtain a stable, more cost-effective water source for irrigation of sports fields at S.E. Metro Park. Of course, this issue is secondary and in addition to the great potential benefit of the McMorris tract for the Onion Creek Open Space Project.

REQUIRED AUTHORIZATION None

EXHIBITS (A) Map showing general location of subject (McMorris) property

copy: Steve Manilla, P.E., Public Works Director
Charles Bergh, Parks Director
Robert Armistead, Parks Manager
Greg Chico, Right-of-Way Manager
Lisa Dean, Right-of-Way Negotiator
Wendy Scaperotta, Senior Planner
Donna Williams-Jones, TNR, Senior Financial Analyst



CONFLUENCE

SUBJECT TRACT

ONION CREEK

TRAIL

ONION CREEK



EXHIBIT "A"

EXECUTIVE SESSION

Travis County Commissioners Court Agenda Request

Voting Session 6/30/09
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on an offer to sell approximately 12.3 acres of undeveloped land located north of R.M. 2222 and west of Loop 360 in Precinct Three, for addition to the Balcones Canyonlands Preserve (BCP). (Executive Session 1 & 2)

C. Approved by: Karen Huber
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>Kevin Connally, TNR</u>	<u>854-7213</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>Melinda Mallia, TNR</u>	<u>854-9383</u>
<u>Greg Chico, TNR</u>	<u>854-4659</u>	<u>Donna Williams-Jones, TNR</u>	<u>854-9383</u>
<u>Mike Martino, TNR</u>	<u>854-7646</u>	<u>John Hille, Asst. CA</u>	<u>854-9513</u>
<u>Rose Farmer, TNR</u>	<u>854-7214</u>	<u>Chris Gilmore, Asst. CA</u>	<u>854-9455</u>

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUN 15 PM 3:19

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

COURT DATE: 6/30/09

EXECUTIVE SESSION

AGENDA ITEM #

MEMORANDUM

DATE: June 8, 2009

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Offer to sell approximately 12.3 acres of land situated within Jester Estates subdivision, for addition to the Balcones Canyonlands Preserve (BCP)

SUMMARY OF BRIEFING AND STAFF RECOMMENDATION

After several months of discussions regarding the BCP with the owners of a portion of land behind their home at 7915 Jester Blvd., on Friday, June 5, 2009, those owners (Charles and Jean Origer) offered to sell to Travis County roughly 12 acres of their land. This offer was made in the form of a standard County purchase contract, and is at the appraised value (\$33,000) of the property, as established in an appraisal dated April 16, 2009 by Paul Hornsby & Company – at the direction of TNR staff. Please see Exhibit “A” for a map showing the general location of the subject tract.

The subject acreage is predominantly a steeply sloped, heavily-treed, and difficult to access tract of land behind the Origer’s home in Jester Estates. Development or construction on the site is restricted / prohibited by environmental concerns and regulations – the land is prime endangered species habitat. Consequently, although the surrounding land values are considerably higher, this tract appraised at just under \$2,700 per acre. After reviewing the appraisal and other aspects of their property, the Origers have made this offer to sell. Because environmental and professional staff at several governmental entities have identified this property as active habitat, this site was targeted for acquisition to place into the BCP, and the property owners are willing and offering to sell at the appraised value, TNR recommends accepting the offer, and executing the contract (attached as Exhibit “B”).

FISCAL AND BUDGETARY IMPACT

Funding for acquisition for these 12 acres is available within the BCP budget. If accepted and approved, County costs for purchase would total about \$35,000, and would come from account #038 – 4909 – 629 – 8112.

Travis County Commissioners' Court
June 8, 2009
Page 2 of 2

ISSUES AND OPPORTUNITIES

This offer to sell represents an opportunity to acquire 12 additional acres for the BCP, at a low and reasonable cost. No significant issues exist with the proposed sale, and the property owner agrees to execute an "Acknowledgement of Just Compensation". Finally, an environmental evaluation of the property conducted by a professional consultant under contract with the County, Steve Wareing & Associates, revealed that there are no significant or consequential environmental issues associated with the land.

REQUIRED AUTHORIZATIONS

John Hille, Asst. County Attorney
Chris Gilmore, Asst. County Attorney

EXHIBITS

- (A) Map showing general location of subject (Origer) property
- (B) Offer-to-sell purchase contract

copy: Steve Manilla, P.E., Public Works Director
Greg Chico, Right-of-Way Manager
Mike Martino, Right-of-Way Negotiator
Rose Farmer, Natural Resources Program Manager
Melinda Mallia, Environmental Project Manager
Kevin Connally, Environmental Specialist Senior
Donna Williams-Jones, TNR, Senior Financial Analyst

EXHIBIT "A"

Map of 7915 Jester Blvd, Austin, TX 78750-7846

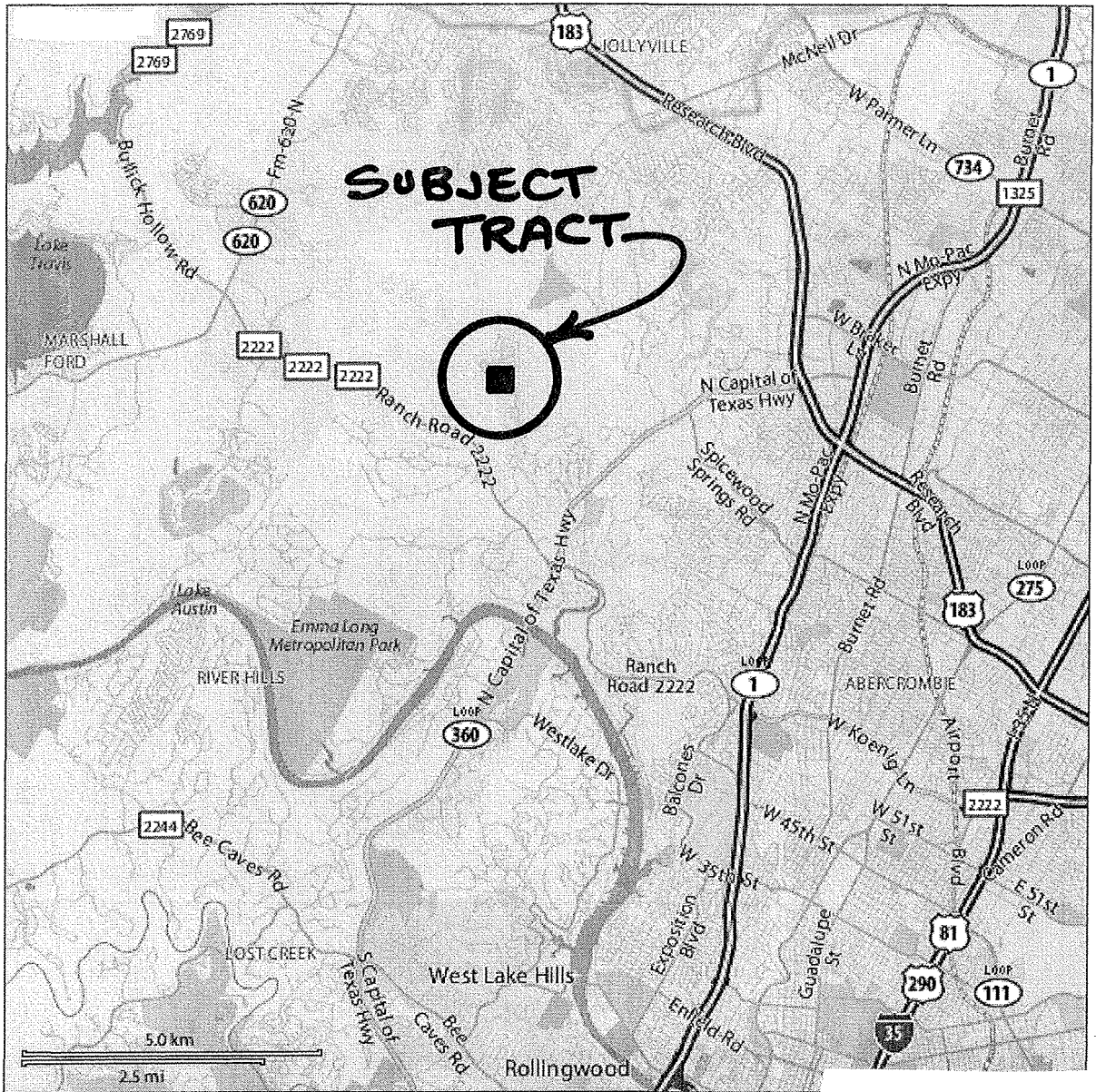


EXHIBIT "B"

**TRAVIS COUNTY
PURCHASE CONTRACT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS CONTRACT OF SALE ("Contract") is made by and between TRAVIS COUNTY, TEXAS, a political subdivision of the State of Texas, ("BUYER") and, Charles P. Origer and Jean L. Origer ("SELLER"), hereinafter sometimes collectively referred to as the "Parties", for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

SECTION I - PURCHASE AND SALE

The SELLER hereby agrees to sell and convey to BUYER and BUYER agrees to purchase that certain real property situated in Travis County, Texas, together with all improvements and fixtures, rights, privileges, and appurtenances pertaining thereto, including any interest in appurtenant easements, strips, gores, alleys, and adjoining streets and roads, hereinafter collectively called the "PROPERTY," described as follows:

All those certain tracts, pieces or parcels of land, lying and being situated in the County of Travis, State of Texas, described in **Exhibit " A "** attached hereto and incorporated herein as if set out at length, which exhibit will identify the type of interest in real property purchased.

SECTION II - PURCHASE PRICE

BUYER agrees to buy and SELLER agrees to sell the PROPERTY for Thirty-Three Thousand and no/100's Dollars (\$33,000), and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged.

SECTION III - COMMITMENT FOR TITLE INSURANCE & SURVEY

A. SELLER shall obtain and deliver to BUYER a Commitment for Title Insurance (the "Commitment") issued by Independence Title Company (the "Title Company") and legible copies of all recorded instruments affecting the PROPERTY and recited as exceptions in the Commitment. BUYER will obtain at BUYER's sole cost, a survey of the PROPERTY ("Survey"). Notwithstanding anything contained herein to the contrary, BUYER objects to, and SELLER agrees to use good faith efforts to have all items on Schedule C of the Commitment deleted from the Commitment prior to or at closing ("Closing"). Any other objections of BUYER to the Commitment or the Survey shall be provided to SELLER in writing within fourteen (14) days after receipt of the later of the Commitment or Survey. If not timely made by BUYER, then such objections shall be

deemed waived. If timely made, and SELLER in their sole discretion determine that they are unwilling or unable to cure such objections, SELLER may provide notice of termination to BUYER within fourteen (14) days of receipt of BUYER'S objections to title, unless BUYER waives said objections. In the event of such termination neither party shall owe any obligations to the other party except for those obligations described herein which survive the termination of this Contract. The Parties agree and acknowledge that the title matters set forth in Schedule B to the Commitment to which BUYER fails to object or to which BUYER subsequently waives any objection shall be "Permitted Exceptions" to the conveyance described above to the extent the same are currently in force and effect and applicable to the PROPERTY. The Parties agree and acknowledge that the matters set forth on the Survey to which BUYER fails to object or to which BUYER subsequently waives any objection shall be "Permitted Exceptions" to the conveyances described above to the extent the same are currently in force and effect and applicable to the PROPERTY. In accordance with established BUYER policy, the Executive Manager of the Travis County Transportation and Natural Resources Department (the "Executive Manager") may waive any title matters shown on Schedule B of the Commitment or Survey.

B. The SELLER shall perform, observe, and comply with all of the covenants, agreements, and conditions required by this Contract prior to or as of the Closing.

C. The Parties agree to work in good faith with each other to resolve any title matters within the time frames set forth herein.

SECTION IV – FEASIBILITY AND RIGHT TO TERMINATE

A. Beginning on the Effective Date and ending forty five (45) days following the Effective Date (hereinafter referred to as the "Inspection Period"), BUYER shall have the right to enter on and inspect and investigate the PROPERTY, and make such tests and take such soil and other samples as BUYER deems reasonably necessary or appropriate to establish the baseline environmental and geophysical condition of the PROPERTY. SELLER shall provide BUYER a copy of any environmental or geophysical condition reports relating to the PROPERTY in SELLER'S possession. In addition, SELLER shall make the following documents (if any) available to BUYER for inspection within ten (10) days from the Effective Date: (i) any leases; and (ii) any service, maintenance or management agreements relating to the ownership and operation of the PROPERTY. BUYER, to the extent allowed by Texas law, shall be responsible for any damages or injuries arising from BUYER'S inspection of the PROPERTY. All inspections shall be conducted during the normal business hours, or during such other times agreed upon by SELLER and BUYER, and shall be conducted so as not to unreasonably interfere with use of the PROPERTY by SELLER.

B. BUYER purchased, at BUYER'S expense, an appraisal of the PROPERTY (the "Appraisal") prepared by Paul Hornsby & Company. BUYER has provided SELLER a copy of the appraisal. BUYER may submit a copy of the Appraisal to U.S. Fish & Wildlife Service for approval.

C. SELLER agrees that, in the event BUYER determines that the PROPERTY is not suitable for its purposes for any reason whatsoever, BUYER shall have the right to terminate this Contract by sending written notice thereof (hereinafter referred to as the "Notice of Termination") to SELLER prior to the expiration of the Inspection Period. Upon delivery by BUYER of such Notice of Termination within the Inspection Period, this Contract shall terminate. If BUYER fails to send SELLER a Notice of Termination prior to the expiration of the Inspection Period, BUYER shall no longer have any right to terminate this Contract pursuant hereto.

SECTION V - REPRESENTATIONS AND WARRANTIES OF SELLER

The SELLER hereby represent and warrant to BUYER, now, through, and surviving Closing, the following:

- A. No one resides on or uses any portion of the PROPERTY as lessees, tenants at sufferance, or trespassers;
- B. SELLER is the fee simple owner of the title to the PROPERTY and are duly authorized and empowered to sell said PROPERTY; (this representation shall not survive the Closing, but shall merge with the Deed to BUYER);
- C. SELLER has paid, or shall cause to be paid by Closing, all taxes, charges, debts, and other assessments due by the SELLER with respect to the PROPERTY;
- D. There will be no unrecorded liens, mortgages, loans, Uniform Commercial Code liens, or other encumbrances against any of the PROPERTY, which will not be satisfied out of the Purchase Price;
- E. SELLER shall not further encumber, or allow the encumbrance of, the title to the PROPERTY or modify the terms or conditions of any existing encumbrances, if any, without written consent of BUYER (this representation shall apply only until the Closing and shall not survive thereafter);
- F. SELLER has no knowledge of the presence of any hazardous materials or hazardous substances on, upon, under, or in the PROPERTY and SELLER will provide BUYER with any environmental reports or studies concerning the PROPERTY in SELLER'S possession;
- G. SELLER has no knowledge of any pending or threatened litigation arising out of or connected to the PROPERTY, including but not limited to any condemnation proceedings; and

- H. To the best of SELLER'S current, actual knowledge, there are no violations of any statute, ordinance, code, regulation, or order with respect to the ownership or use of the PROPERTY.

If any representation above is untrue, SELLER shall remedy the deficiency prior to Closing. Should SELLER not remedy the deficiency prior to Closing, the SELLER shall be in default.

SECTION VI - CLOSING

The Parties will finalize the transaction by Closing on or before October 30, 2009, which date is hereinafter referred to as the Closing Date. The Closing Date may be extended:

- a. by mutual agreement with the BUYER, acting by and through its Executive Manager; or
 - b. unilaterally by the BUYER for a period of up to thirty (30) days in order to process payment of the Purchase Price through the BUYER'S administrative payment process, to allow sufficient time for the title and survey objection and approval process, to allow for the preparation of Closing documents or in accordance with the provisions of paragraph X.2 below by delivery of a notice to SELLER from the BUYER'S Executive Manager on or before the Closing Date.
- A. At the Closing, SELLER shall deliver to BUYER the following:
1. A duly executed and acknowledged Warranty Deed in a form and substance as the Deed attached as **Exhibit "B"** and incorporated herein as if set out at length, conveying good and indefeasible title in fee simple to all of the PROPERTY, including good and indefeasible access easement rights, as set forth in said Deed, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein below and/or waived by BUYER in writing prior to Closing.
 2. An Owner's Policy of Title Insurance (the "Title Policy"), with premium cost to be paid by BUYER, to be issued by Independence Title Company in the full amount of the Purchase Price, dated as of the Closing, insuring BUYER'S title to the PROPERTY to be good and indefeasible, subject only to those Schedule B title exceptions or Survey matters permitted or waived by BUYER and those title exceptions contained in the standard, printed form allowed by the State Department of Insurance, however, the exception as to restrictive covenants shall be endorsed "This Exception is Deleted", unless waived by BUYER before or at Closing.
 3. Evidence of its capacity and authority for the Closing of this transaction.

4. All signed, reasonably necessary releases, affidavits, and other reasonably necessary documents to close this transaction, including without limitation a "FIRPTA Affidavit", stating SELLER is not a "foreign person", as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act.
 5. Possession of the PROPERTY, subject to the Permitted Exceptions.
 6. Evidence that all general real estate taxes for the then current year relating to that portion of the PROPERTY, which is conveyed in fee, and interest on any existing indebtedness prorated to the day of Closing have been paid. (NOTE: PRORATIONS WILL BE BASED UPON THE MOST CURRENTLY AVAILABLE TAX INFORMATION. TAXES WILL BE PAID AT CLOSING. TAXES WILL BE PAID AT CLOSING, AND, THEREAFTER, THAT PORTION OF THE PROPERTY, WHICH IS CONVEYED IN FEE, WILL BE REMOVED FROM THE TAX ROLLS).
 7. Evidence that all special taxes or assessments, relating to the portion of the PROPERTY, which is conveyed in fee, prorated to the Closing Date shall be paid by SELLER.
 8. An Acknowledgement of Just Compensation in form and substance as that Acknowledgement attached hereto as **Exhibit "C"** with appropriate appraisal and purchase price information inserted.
- B. The SELLER shall pay all cost of releasing existing loans and liens or other encumbrances, his attorney's fees, and all other expenses stipulated to be paid by the SELLER under other provisions of this Contract.
- C. At the Closing, BUYER shall perform the following:
1. Pay the Purchase Price.
 2. Sign any documents a buyer would normally sign to close a similar transaction.
 3. Pay cost of owner's title policy premium.
 4. Deliver a certified copy of the minutes of the Commissioners Court, reflecting the approval of this Contract.

SECTION VII - BREACH BY SELLER

In the event that the SELLER shall fail to fully and timely perform any of their obligations hereunder or shall fail to consummate the sale and conveyance of the PROPERTY for any reason, except the BUYER'S default, the BUYER shall have the right to either (i) bring suit for specific performance of this Contract, or (ii) bring suit for damages against the SELLER.

SECTION VIII - BREACH BY BUYER

In the event that the BUYER should fail to consummate the purchase of the PROPERTY, leaving the BUYER in default and the SELLER not being in default hereunder, the SELLER shall have the right to bring suit for specific performance of this Contract.

SECTION IX - 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 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.

SECTION X - MISCELLANEOUS

1. Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the Parties pertaining to a period of time following the Closing of the transactions contemplated hereby and specifically including the hold harmless provisions contained in paragraph 9 below, shall survive the Closing and shall not be merged therein, unless specifically provided to the contrary.
2. Notice. Any notice to be given hereunder by either Party to the other shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

SELLER: Charles Origer
7915 Jester Blvd.
Austin, TX 78750

BUYER: Travis County, Texas
c/o Executive Manager
Transportation and Natural Resources
P. O. Box 1748
Austin, Texas 78767
attn: Mike Martino

with copy to: Honorable David Escamilla (or successor)
 Travis County Attorney
 P.O. Box 1748
 Austin, Texas 78767

3. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Travis County, Texas.
4. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.
5. Legal Construction. If any of the provisions contained in this Contract shall for any reason be found to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
6. Entire Agreement.
 - A. This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof and contains all of the covenants and agreements between the Parties with respect to said matter.
 - B. No modification concerning this Contract shall be of any force or effect, excepting a subsequent modification in writing signed by the Party to be charged. NO OFFICIAL, REPRESENTATIVE, AGENT, OR EMPLOYEE OF TRAVIS COUNTY, TEXAS, HAS ANY AUTHORITY TO MODIFY THIS CONTRACT, EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR PURSUANT TO EXPRESS AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.
7. Time of Essence. Time is of the essence of this Contract.
8. Gender. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa, unless the Contract requires otherwise.
9. Brokerage Commissions & Liens. SELLER agrees to pay to their real estate broker, if any, a brokerage commission, pursuant to a separate agreement, in the event the transaction contemplated by this Contract is consummated, but not otherwise. SELLER and BUYER agree and acknowledge that BUYER has not employed the

services of a real estate broker, finder, or other representative in connection with this transaction. SELLER agrees that should any claim be made for a brokerage commission, broker's lien, finder's fee, or any other services by any broker or finder by, through or on account of any acts of said party or its representatives, to the extent allowed by Texas law, SELLER will hold the BUYER free and harmless from and against any and all loss, liability, cost, damage and expense in connection therewith.

- 10. Funding Out. Notwithstanding any provision of this Contract to the contrary, the BUYER may terminate this Contract by written notice to SELLER on or before October 30, 2009, if the Travis County Commissioners Court fails to provide funding for this Contract in the BUYER'S next fiscal year.

EXECUTED on the dates set forth below and effective as of the later date set forth below.

SELLER:

Charles P. Origer

Charles P. Origer

Jean L. Origer

Jean L. Origer

Date: *June 5*, 2009

Date: *June 5*, 2009

BUYER: TRAVIS COUNTY

By: _____
Samuel T. Biscoe, Travis County Judge

Date: _____, 2009

EXHIBIT "A"

Part of Lot 29, BLK B, Jester Point 2, SEC 5-B
(Full legal description and/or field notes to be inserted here)

EXHIBIT "B"
WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF TRAVIS §

That Charles P. Origer and Jean L. Origer, of the County of Travis, State of Texas, hereinafter referred to as "GRANTOR" whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by Travis County, a political subdivision of the state of Texas, hereinafter referred to as "GRANTEE", the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said Travis County, Texas, all of the following real property in Travis County, Texas, together with all improvements and fixtures, rights, privileges, and appurtenances pertaining thereto, including any interest in appurtenant easements, strips, gores, alleys, and adjoining streets and roads (collectively, the "Property"), to wit:

Those certain tracts of land situated in Travis County and being more particularly described by metes and bounds in Exhibit "A" which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind itself, its representatives, successors, and assigns to WARRANT AND DEFEND FOREVER, all and singular, the said premises unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof, subject to the matters set forth in this Warranty Deed.

In addition, for the above stated consideration, the receipt of which is hereby acknowledged, GRANTOR has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said Travis County, Texas, all of the following interests in real property in Travis County, Texas, together with all improvements and fixtures, rights, privileges, and appurtenances pertaining thereto, including any interest in appurtenant easements, strips, gores, alleys, and adjoining streets and roads, to wit:

TO HAVE AND TO HOLD the above described interests in real property, together with all and singular rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind itself, its representatives, successors, and assigns to WARRANT AND DEFEND FOREVER, all and singular, the said interests unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof, subject to the matters set forth in this Warranty Deed.

This conveyance is made subject to:

1. the Permitted Exceptions set forth in **Exhibit "B"** to this Warranty Deed, which Exhibit is attached hereto and made a part hereof; and
2. the terms and conditions set forth in **Exhibit "C"** to this Warranty Deed, which Exhibit is attached hereto and made a part hereof.

EXECUTED this ___ day of _____, 2009

GRANTOR:

Charles P. Origer

Jean L. Origer

Date: _____, 2009

Date: _____, 2009

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

This instrument was acknowledged before me, the undersigned authority, by Charles P. Origer on the _____ day of _____, 2009.

 Notary Public in and for the State of Texas
 Printed Name: _____
 My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me, the undersigned authority, by Jean L. Origer on the _____ day of _____, 2009.

Notary Public in and for the State of Texas
Printed Name: _____
My Commission Expires: _____

EXHIBIT "B"
To Warranty Deed
PERMITTED EXCEPTIONS

EXHIBIT "C"
ACKNOWLEDGEMENT OF JUST COMPENSATION

STATE OF TEXAS

COUNTY OF TRAVIS

Travis County, Texas (the "Buyer") provided a property appraisal report (the "Appraisal") prepared by Paul Hornsby & Company (the "Appraiser") and dated April 16, 2009, to Joseph Gieselman, Executive Manager, (the "Buyer") in connection with that certain Travis County Purchase Contract dated _____, 2009 (the "Contract") between Buyer and Seller. The Contract is for the conveyance from Seller to Buyer of a tract of land consisting of 12.28 acres of land, more or less, located at 7915 Jester Boulevard in Travis County, Texas and more particularly described in Exhibit "A" (the "Property"). Pursuant to the Contract, the Buyer contracted with the Appraiser for an appraisal report of the Property, which established a fair market value of the Property and the purchase price for the Property set forth in the Contract.

A current Appraisal conforms to (i) the Uniform Appraisal Standards for Federal Land Acquisitions, (ii) the Uniform Standards of Professional Appraisal Practice and (iii) the standards of Texas law, including Section 83.018 of the Texas Parks & Wildlife Code (Vernon's 2002). The Appraisal establishes a fair market value of the Property of \$33,000.

The Buyer and the Seller have approved and hereby approve the Appraisal and the Seller acknowledges that Seller is aware of the fair market value(s) of the Property established by the Appraisal.

The Seller and Buyer agree and acknowledge that they have reached a mutually satisfactory agreement of sale, as evidenced by the referenced Contract, that provides for the payment of a purchase price of \$33,000 based upon the fair market value of the Property as set forth in the Appraisal. Seller has elected to convey the Property pursuant to the Contract and hereby waive the right to receive any difference in the Contract Price and the fair market value established by the Appraisal and, instead, voluntarily elects to make a donation of the difference, if any, in the Contract Price and the fair market value established by the Appraisal.

BUYER: TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, Travis County Judge

Date: _____, 2009

ACKNOWLEDGEMENT

State of Texas
County of Travis

This instrument was acknowledged before me, the undersigned authority, on _____, 2009, by _____ in the capacity stated.

Notary Public, State of Texas
Printed Name: _____
My Commission expires: _____

SELLER: _____

BY: _____ BY: _____

Date: _____, 2009 Date: _____, 2009

ACKNOWLEDGEMENT

State of Texas
County of Travis

This instrument was acknowledged before me, the undersigned authority, on _____, 2009, by _____.

Notary Public, State of _____
Printed Name: _____
My Commission expires: _____

ACKNOWLEDGEMENT

State of Texas

County of Travis

This instrument was acknowledged before me, the undersigned authority, on _____, 2009, by _____.

Notary Public, State of _____
Printed Name: _____
My Commission expires: _____

Notary Public, State of _____
Printed Name: _____
My Commission expires: _____

35

Travis County Commissioners Court Agenda Request # _____

Voting Session: 6/30/09

Executive Session: 6/30/09

1. A. Request made by: County Attorney (K. Morse) Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Receive legal briefing from County Attorney and outside counsel, Renea Hicks, Esq. and take appropriate action regarding the matter of Northwest Austin M.U.D. v. Holder in the Supreme Court of the United States. (Executive Session, also, Tex. Gov't Code 551.071, Consultation with Attorney)

C. Approved by: _____

Signature of Commissioner(s) or County Judge

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

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

Cyd Grimes, Travis County Purchasing Agent	854-9700
Kevin Morse, Director, Environmental Div., TCAO	854-9513
John C. Hille, Jr., Director, Transactions Div., TCAO	854-9513

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (854-9165)
- A change in your department's personnel (reclassification, etc.)
- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUN 22 AM 11:02

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

Travis County Commissioners Court Agenda Request

Voting Session 6 / 30 / 09
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on an offer from the City of Austin (Austin Energy) to purchase easement rights over an approximately 7.46 acre tract of land, for installation of electrical transmission lines across Northeast Metro Park in Precinct Two. (Executive Session 1 & 2)

C. Approved by: _____
Commissioner Sarah Eckhardt, Precinct 2

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

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

<u>Joseph P. Gieselman, TNR</u>	<u>854-9383</u>	<u>Greg Chico, TNR</u>	<u>854-4659</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>Mike Martino, TNR</u>	<u>854-7646</u>
<u>Charles Bergh, TNR</u>	<u>854-9317</u>	<u>Donna Williams-Jones, TNR</u>	<u>854-9383</u>
<u>Robert Armistead, TNR</u>	<u>854-9831</u>	<u>John Hille, Asst. CA</u>	<u>854-9513</u>
<u>Wendy Scaperotta, TNR</u>	<u>854-7655</u>	<u>Chris Gilmore, Asst. CA</u>	<u>854-9455</u>

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

COURT DATE: 6 / 30 / 09

EXECUTIVE SESSION

MEMORANDUM

AGENDA ITEM #

DATE: June 11, 2009

TO: Members of the Commissioners' Court

FROM: *Stralinski*
 Joseph P. Gieselman, Executive Manager

SUBJECT: *For* Offer from Austin Energy to purchase (in lieu of condemnation) easement rights to roughly 7.46 acres of land (Parcel #4) across Travis County's Northeast Metro Park in Precinct Two

SUMMARY OF BRIEFING AND STAFF RECOMMEDATION

In mid-2008, Austin Energy personnel contacted Travis County about their plans for construction of a large electrical transmission line in the vicinity of the County's Northeast Metro Park. After several meetings in late 2008 between Austin Energy and County staff (Parks, Planning and Public Works representatives) regarding routing, park planning, and real estate issues – to include consideration of County wishes in the matter – Austin Energy advised TNR that an offer to purchase would be forthcoming. That offer arrived on April 23, 2009 (two-page letter dated April 16th, attached as Exhibit "A"), and was sent to the County with an Easement Purchase Agreement in Lieu of Condemnation. The offer amount of \$152,931 is based upon an appraisal of the easement conducted on behalf of Austin Energy by Lory R. Johnson, MAI, of Atrium Real Estate Services. Note that Ms. Johnson is one of the three real estate appraisers currently under contract to provide appraisal-related services to Travis County.

When Travis County purchased the largest single tract that would form part of Northeast Metro Park, a 100' wide electrical transmission easement existed across that property. This easement traversed the tract in a diagonal direction, and was granted by a previous owner of the land to the LCRA for installation of a large, overhead utility line. Austin Energy's parcel #4 – the new pending easement – is adjacent and parallel to this existing line along its southern edge. And parcel #4 is the area in which Austin Energy is planning to construct a new line. For a map depicting the easement areas, please see Exhibit "B". In consideration of the size and value of the requested easement area, TNR opted to obtain a third party independent appraisal of the proposed acquisition. This appraisal was performed by Mr. Paul Hornsby, MAI, notably also one of the three County-approved real property appraisers. Mr. Hornsby's appraisal is dated June 10, 2009, and established a recommended compensation amount due Travis County of \$498,830.

<i>A comparison of the 2 appraisals:</i>	Land Value per acre	Taking % assigned	Easement value	Damages	Recommended Total Compensation
Atrium Real Estate Services	\$ 20,000	90%	\$ 134,280	\$ 18,651	\$ 152,931
Paul Hornsby & Company	\$ 30,000	90%	\$ 201,420	\$ 297,410	\$ 498,830

Travis County Commissioners' Court
June 11, 2009
Page 2 of 3

The appraisal by Mr. Hornsby, completed on behalf of and at a \$5,500 cost to Travis County, calls for a level of compensation of **more than 3 times** that which was offered in April, 2009. TNR staff has carefully reviewed both appraisals, and considers the Hornsby appraisal as superior, more solid / valid and defensible, and a more accurate representation of fair market value associated with Austin Energy's impending 7.46 acre parcel # 4 easement purchase.

Additionally, as this is proposed purchase of land from a public park in Texas, State law requires that prior to the sale of public parkland (or change of use), Travis County must hold a public hearing to receive community input and comments.

TNR recommends that the Commissioners' Court direct staff to extend a formal counter-offer, via certified mail, to Austin Energy in the amount of \$504,330 (includes the County's \$5,500 appraisal expense), and provide them with a copy of the Hornsby appraisal for their review, and comprehension of the County's counter-offer. TNR expects that negotiations may then ensue.

FISCAL AND BUDGETARY IMPACT

Sale of the easement at the recommended counter-offer price outlined herein would yield a payment of nearly \$500,000 to Travis County. These funds would either go towards defeasance of remaining bond liability, or into the County's General Fund account.

ISSUES AND OPPORTUNITIES

The acquisition of the easement is imminent. Austin Energy will condemn for the property, and has stated that the planned routing, size, and configuration of the proposed transmission line has been finalized, and is not open to modification at this time. Their staff has been helpful in explaining their needs, and in working with TNR staff to design a project that will minimize the visual impact at the park, as well as any deleterious effect on users or the County. Specifically, Austin Energy agreed to align any new poles with the existing ones on the ground owned and used by the LCRA. Although the sale of the easement is essentially a forgone conclusion, the issue of compensation is not. From TNR's perspective, a counter-offer of about \$500,000, as recommended herein, would provide adequate consideration to the County, the County taxpayers, and users of the park facilities.

REQUIRED AUTHORIZATION John Hille, Asst. County Atty.; Chris Gilmore, Asst. County Atty.

EXHIBITS (A) Offer letter for Parcel # 4 from Austin Energy; dated April 16, 2009
(B) Map showing proposed 7.46 acre easement across Northeast Metro Park

copy: Steve Manilla, P.E., Public Works Director
Charles Bergh, Parks Director
Robert Armistead, Parks Manager
Greg Chico, Right-of-Way Manager
Mike Martino, Right-of-Way Negotiator
Wendy Scaperotta, Senior Planner
Donna Williams-Jones, TNR, Senior Financial Analyst



City of Austin

Austin's Community-Owned Electric Utility

www.austinenergy.com

Town Lake Center • 721 Barton Springs Road • Austin, Texas • 78704

EXHIBIT "A"

April 16, 2009

Travis County
c/o Mike Martino – Right of Way
411 West 13th Street
P.O. Box 1748
Austin, TX 78767

Re: Offer to Purchase Easement Rights
Project: Gilleland Transmission Line – Project No. 3230-1107-4276
Parcel 4: 339.82 acres out of the Thomas Moore Survey No. 44 and the William Caldwell Survey No. 66, Travis County, Texas

Dear Sirs:

By previous correspondence, Austin Energy notified you that it proposed to acquire easement rights on your property for the installation of a new Austin Energy transmission line ("Transmission Line Easement"). A field note description of the proposed Transmission Line Easement is attached as Exhibit "A" and "B" of the attached Easement Purchase Agreement in Lieu of Condemnation.

An independent appraisal firm, Atrium Real Estate Services, was retained by Austin Energy to determine the fair market value for the easement rights being acquired and the effect of this acquisition on your remaining property. The fair market value as determined in the attached appraisal report, dated February 18, 2009, is as follows:

- Parcel 4 - +/- 7.46 acres of Transmission Easement \$152,931.00

Please consider this letter as Austin Energy's formal offer to purchase the 7.46 acres of easement for the total amount of \$152,931.00. The amount offered is based on Austin Energy's good faith investigation and assessment (including the appraiser's valuation analysis) of the adequate compensation for this real property interest, and in accordance with the terms of the Texas Landowner's Bill of Rights enclosed. You have the right to either accept or reject this offer. Enclosed, please find the following documents:

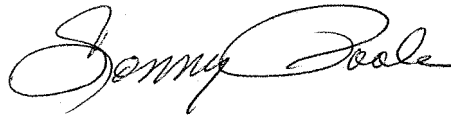
- 1) A copy of the appraisal report for the subject property
- 2) An Acknowledgment of Receipt of the appraisal Report.
(Please sign and return the Acknowledgment of Receipt in the enclosed envelope.)
- 3) Two copies of the Easement Purchase Agreement In Lieu of Condemnation
- 4) Two copies of the Subordination of Lien Holder Consent Form
- 5) Form of Electric Transmission and Distribution Easement
- 6) Property Owners Bill of Rights

The Easement Purchase Agreement In Lieu of Condemnation contains a recited Purchase Price equal to the full appraised value of the easement rights being acquired. If the terms of the contract are acceptable, then please have the authorized agent of the owner of record sign where indicated and return the executed documents to my attention by May 22, 2009. The Subordination of Lien Holder Consent Form is required if there is a lien on the subject property. Please have your lender complete this form and attach return it with the Purchase Agreement or please indicate that this property is not subject to any outstanding debt or lien. Please understand that the Austin City Council must approve all contracts to purchase easements. While this purchase and the purchase price offered will be recommended by City staff, the approval of Council is granted at the Council's sole discretion.

Your cooperation in this matter is greatly appreciated. I am available at 512-322-6442 to address any questions that you may have.

You are hereby advised that the property being sought by the City of Austin is under the imminence of condemnation, as that term is used in the United States Internal Revenue Code. This statement is being included so that certain tax benefits can be retained by you in this transaction. Any questions you have regarding any potential tax benefits associated with this transaction should be discussed with your attorney or accountant.

Sincerely,

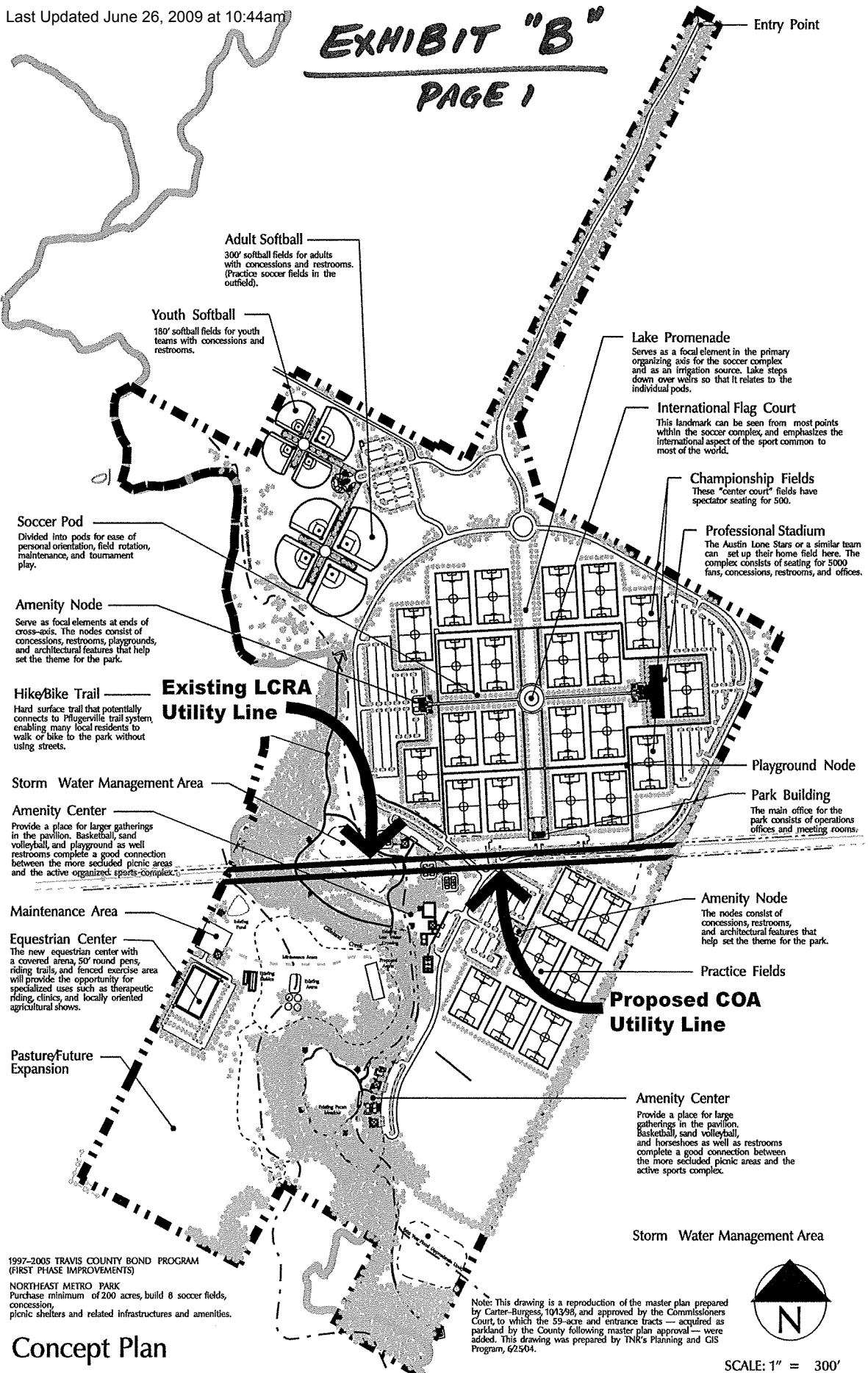
A handwritten signature in cursive script that reads "Sonny Poole".

Sonny Poole - Supervisor
Public Involvement & Real Estate
Austin Energy

Attachments

EXHIBIT "B"

PAGE 1



1997-2005 TRAVIS COUNTY BOND PROGRAM
(FIRST PHASE IMPROVEMENTS)
NORTHEAST METRO PARK
Purchase minimum of 200 acres, build 8 soccer fields,
concession,
picnic shelters and related infrastructures and amenities.

Note: This drawing is a reproduction of the master plan prepared by Carter-Burgess, 10/13/98, and approved by the Commissioners Court, to which the 59-acre and entrance tracts — acquired as parkland by the County following master plan approval — were added. This drawing was prepared by TNK's Planning and GIS Program, 6/25/04.



SCALE: 1" = 300'

Concept Plan

NORTHEAST METROPOLITAN PARK

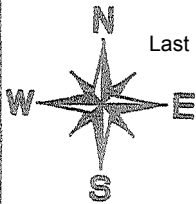
Travis County, Texas

EXHIBIT "B"

NOTE: REFERENCE METES AND BOUNDS DESCRIPTION LABELED "EXHIBIT A"

Last Updated June 26, 2009 at 10:44am

SKETCH TO ACCOMPANY FIELD NOTE DESCRIPTION OF A 7.46 ACRE (325173 SQ. FT.) ELECTRIC LINE EASEMENT IN TRAVIS COUNTY, TEXAS, OUT THE THOMAS MOORE SURVEY NO. 44, ABSTRACT NUMBER 526 AND THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NUMBER 162.



NATHAN MOORE SURVEY NO. 45
ABSTRACT NUMBER 512

Sun Communities Texas Limited Partnership
Special Warranty Deed
12720/458 RPRTCT
Called: 157.814 Acres

Travis County, Texas
General Warranty Deed
13131/3751 OPRTCT
Called: 339.82 Acres

WILLIAM CALDWELL SURVEY NO. 66
ABSTRACT NUMBER 162

The Whitehead By-Pass Trust
Warranty Deed 11621/639 RPRTCT
Remainder Called: 60.677 Ac

Lara Lee Lockhart
General Warranty Deed
With Vendor's Lien
Doc# 2003204752 OPRTCT
Called: 5.810 Acres

POC
1/2" IRON ROD (POC)

S26°05'08"W
323.23'

L.C.R.A. Transmission Line 653/342 DRTCT 3253.85'
Austin Energy Transmission Line Easement 7.46 Ac 3249.83'

N86°55'22"E
S86°55'22"W

100.00'

1031.57'

5/8" IRON ROD

1/2" IRON ROD

Travis County, Texas
General Warranty Deed
13198/1500 OPRTCT
Called: 9.21 Acres

EASEMENT AREA

CONCRETE MONUMENT WITH INVERTED NAIL

Mary Belle Brackett, Et Al
Last Will and Testament
Doc# 2003203549 OPRTCT
G. J. Kilian
Warranty Deed 955/46 DRTCT
Remainder Called: 97 1/2 Ac

Travis County, Texas
General Warranty Deed
13131/3751 OPRTCT
Called: 339.82 Acres

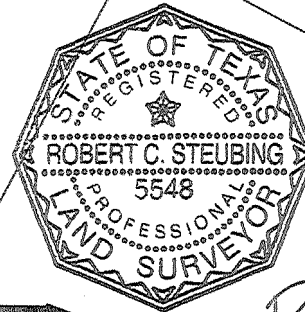
THOMAS MOORE SURVEY NO. 44
ABSTRACT NUMBER 526

NUM	BEARING	DISTANCE
L1	N27°48'30"E	261.29'
L2	S27°48'30"W	116.52'
L3	S26°05'08"W	366.10'
L4	N26°05'08"E	114.52'

LEGEND:

- = Monument Found (type & size noted)
- ▲ = Power Pole Post
- POB = Point Of Beginning
- OPRTCT = Official Public Records Travis County, Texas
- POC = Point Of Commencement
- ⊙ = CALCULATED CORNER

BEARING BASIS: NAD 83, TEXAS CENTRAL
ZONE, 4203, per GPS observation.



AS SURVEYED BY:
Robert C. Steubing
ROBERT C. STEUBING
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5548
01/28/09

SURVEYED ON THE GROUND IN JANUARY 2009
DRAWING: F:\SURVEYING\TRANSMISSIONCKTS\GILLELAND
EASEMENT PARCEL 4. DWG

EXHIBIT "B"
PAGE 2

Last Updated June 26, 2009 at 10:44am
TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

37

Voting Session: June 30, 2009

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE ALONG AIRPORT BOULEVARD. (EXEC SESSION GOV'T CODE ANN 551.071 & 551.072)

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

John Hille, Assistant County Attorney (49415)
Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (44579)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

- ___ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUN 23 PM 1:25

38

Travis County Commissioners Court Agenda Request

Voting Session 06/30/09

Work Session _____

(Date)

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: Consider and take appropriate action regarding Second Amendment to Purchase Contract with Grason Volente Investments, Ltd for BCP Land. (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, Div. Dir., 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

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COUNTY JUDGE'S OFFICE
09 JUN 23 PM 4:30

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.

SECOND AMENDMENT TO TRAVIS COUNTY PURCHASE CONTRACT

This Second Amendment to Travis County Purchase Contract (the "Amendment") is made and entered into effective as of June 30, 2009, by and between TRAVIS COUNTY, TEXAS, a political subdivision of the State of Texas (the "Buyer"), and GRASON VOLENTE INVESTMENTS, LTD., a Texas limited partnership ("Seller").

RECITALS:

A. Effective as of January 27, 2009, Seller and Buyer entered into that certain Travis County Purchase Contract (the "Original Agreement"), covering and affecting the real property in Travis County, Texas, as more particularly described therein. All capitalized terms used herein and not otherwise defined in this Amendment shall have the meanings ascribed to them in the Original Agreement.

B. As a result of certain discussions between Seller and Purchaser, Seller and Purchaser now desire to amend and supplement the Original Agreement in certain respects.

AMENDMENTS:

1. Extension of Closing Deadline. The June 30, 2009 deadline for the Closing Date as amended by the First Amendment to the Original Agreement is hereby extended to August 31, 2009.

2. Replacement of Exhibit. The form of the Jo Kimbro Letter attached as Exhibit P to the Original Agreement is no longer necessary as Jo Kimbro has died. The parties acknowledge that upon closing the Purchaser may retain all proceeds to the lease.

3. Miscellaneous.

(a) Except as expressly modified by the terms of this Second Amendment, the Original Agreement and the First Amendment shall remain in full force and effect and is hereby ratified and affirmed by Seller and Purchaser in all respects. In the event of any conflict between the terms and provisions of this Second Amendment and the Original Agreement and the First Amendment, the terms and provisions of this Second Amendment shall govern and control.

(b) This Second Amendment shall be binding upon Seller and Purchaser and their respective successors and assigns. This Second Amendment along with the First Amendment and the Original Agreement embody the entire agreement and understanding between Seller and Purchaser with respect to the subject matter discussed herein and supersedes all prior agreements, consents and understandings relating to such matters.

(c) This Amendment may be executed in several identical counterparts and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same. Additionally, the parties may exchanges facsimile copies of this Amendment executed by the applicable party or parties. Each such facsimile transmission of an executed copy of this Amendment shall have the binding effect on the party executing and delivering the same to the other party hereto as if such facsimile copy were an executed original delivered by such executing and transmitting party.

This Amendment is executed by Seller and Purchaser effective as of the date first stated above.

SELLER:

GRASON VOLENTE INVESTMENTS, LTD.,
a Texas limited partnership

By: Grason Communities I LLC,
a Texas limited liability company
Its General Partner

By: _____
Name: _____
Title: _____

PURCHASER:

TRAVIS COUNTY

By: _____

Samuel T. Biscoe, Travis County Judge

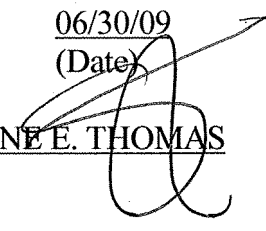
39

Travis County Commissioners Court Agenda Request

Voting Session: 06/30/09
(Date)

Work Session: 06/30/09
(Date)

A.. Request made by: COUNTY ATTORNEY SHERINE E. THOMAS
Phone # 854-9513



Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: RECEIVE LEGAL BRIEFING REGARDING SHUMAKER ENTERPRISES, INC. VS. COUNTY OF TRAVIS, TEXAS ET AL AND TAKE APPROPRIATE ACTION. EXECUTIVE SESSION PURSUANT TO TEX. GOV. CODE §551.071(1)(A), §551.071(1)(B)

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

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

Joe Giesleman, Executive Manager, Transportation & Natural Resources 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 (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 JUN 26 PM 2:15

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

C2

WS # _____

VS # _____

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 06/30/09

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

B. Requested Text:

Approve setting a Public Hearing on July 21, 2009 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along the common lot line of Lots 10 and 11, Block B of Apache Shores, Section Seven – a subdivision in Travis County, Precinct 3.

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

II. A. Is backup material attached?*

Yes X No ___

*Any backup material to be presented to the court must be submitted with this Agenda.

Request – 1 original and 8 copies

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

Yes X No ___ Please list those contacted and their phone number.

AD John Hille - 854-9415 Austin American-Statesman
Anna Bowlin - 854-9383 Joe Arriaga - 854-9383

III. PERSONNEL

___ A change in your department's 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 Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUN 15 PM 3:19



TRANSPORTATION AND NATURAL RESOURCES



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

MEMORANDUM

DATE: June 10, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director – Development Services 

SUBJECT: Approve setting a Public Hearing on July 21, 2009 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along the common lot line of Lots 10 and 11, Block B of Apache Shores, Section Seven – a subdivision in Travis County, Precinct 3.

Summary and Staff Recommendation:

TNR has received a request to vacate two 5' public utility easements (PUE) located along the common lot line of Lots 10 and 11, Block B of Apache Shores, Section Seven. These lots front on Socorro Drive, a street not maintained by Travis County.

According to the request letter, the purpose of this vacation request is so that the owner can build a single family residence, which will cross the common lot line of the subject lots. Permit #09-0599 is pending the approval of this vacation.

The utility companies known to be operating in the area have stated that they have no objection to vacating the subject easement. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

Travis County has no need for the subject easement and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easement needs to be retained for the surrounding property owners. TNR staff foresees no reason for opposition to this vacation.

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the easement as described in the attached field notes and sketch.

Exhibits:

Order of Vacation

Field Notes and Sketch

Letter of Request

Statements from utility companies

Maps

PS:AB:ps

1105 Socorro Drive

09-PUE-04

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 5' public utility easements located along the common lot line of Lot 10 and 11, Block B of Apache Shores, Section Seven as recorded at Volume 64, Page 80 of the Plat Records of Travis County, Texas, so that the owner can construct a single family residence across the common lot line of the subject lots without encroaching on the two 5' public utility easements; and

WHEREAS, utility providers knowing to be serving the area have indicated that they have no need for the two 5' public utility easements requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the two 5' public utility easements as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on July 21, 2009 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two 5' public utility easements located along the common lot line of Lots 10 and 11, Block B of Apache Shores, Section Seven, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2009.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

JUNE 8, 2009

JOB NO. 1140-13

FIELD NOTE NO. 1140-01

CLIENT: MIARS CONSTRUCTION

PROJECT: 10' UTILITY ESMT

FIELD NOTES

A DESCRIPTION OF 0.054 ACRE (2340 SQUARE FEET) OF LAND SITUATED IN LOTS 10 AND 11, BLOCK B, APACHE SHORES, SECTION NO. 7 A SUBDIVISION WHOSE PLAT IS RECORDED IN VOLUME 64, PAGE 80 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.054 ACRE BEING A PORTION OF A UTILITY EASEMENT 5 FEET IN WIDTH RETAINED ALONG THE SIDE LINES OF EACH LOT AS STATED ON THE PLAT OF SAID SUBDIVISION, SAID 0.054 ACRE AS SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at an iron rod found for the common rear lot corner of said Lots 10 and 11 on the east line of Lot 15 of said Block B;

THENCE along the common line of said Lots 10 and 11, N80°03'00"E, 6.00 feet to the POINT OF BEGINNING of the herein described 0.054 acre on the east line of a 6' wide utility easement dedicated by instrument recorded in Volume 4657, Page 1477 of the Deed Records of said county;

THENCE, departing said common line, along the east line of said 6' utility easement crossing said Lot 11, N09°57'00"W, 5.00 feet to a calculated point;

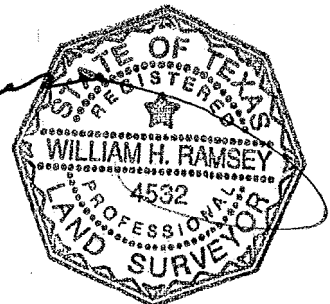
THENCE, departing the east line of said 6' utility easement, along a line being parallel with and a perpendicular distance of 5' north of said common line N80°03'00"E, 234.00 feet to a calculated point on the west line of a 10' utility easement dedicated by said subdivision;

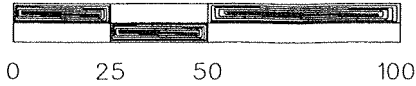
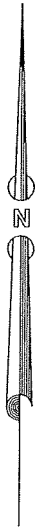
Thence, departing said parallel line, along the west line of said 10' utility easement, S09°57'00"E, 10.00 feet to a calculated point;

Thence, departing said west line crossing said Lot 10 along a line being parallel with and a perpendicular distance of 5' south of said common line S80°03'00"W, 234.00 feet to a calculated point on the east line of said 6' utility easement;

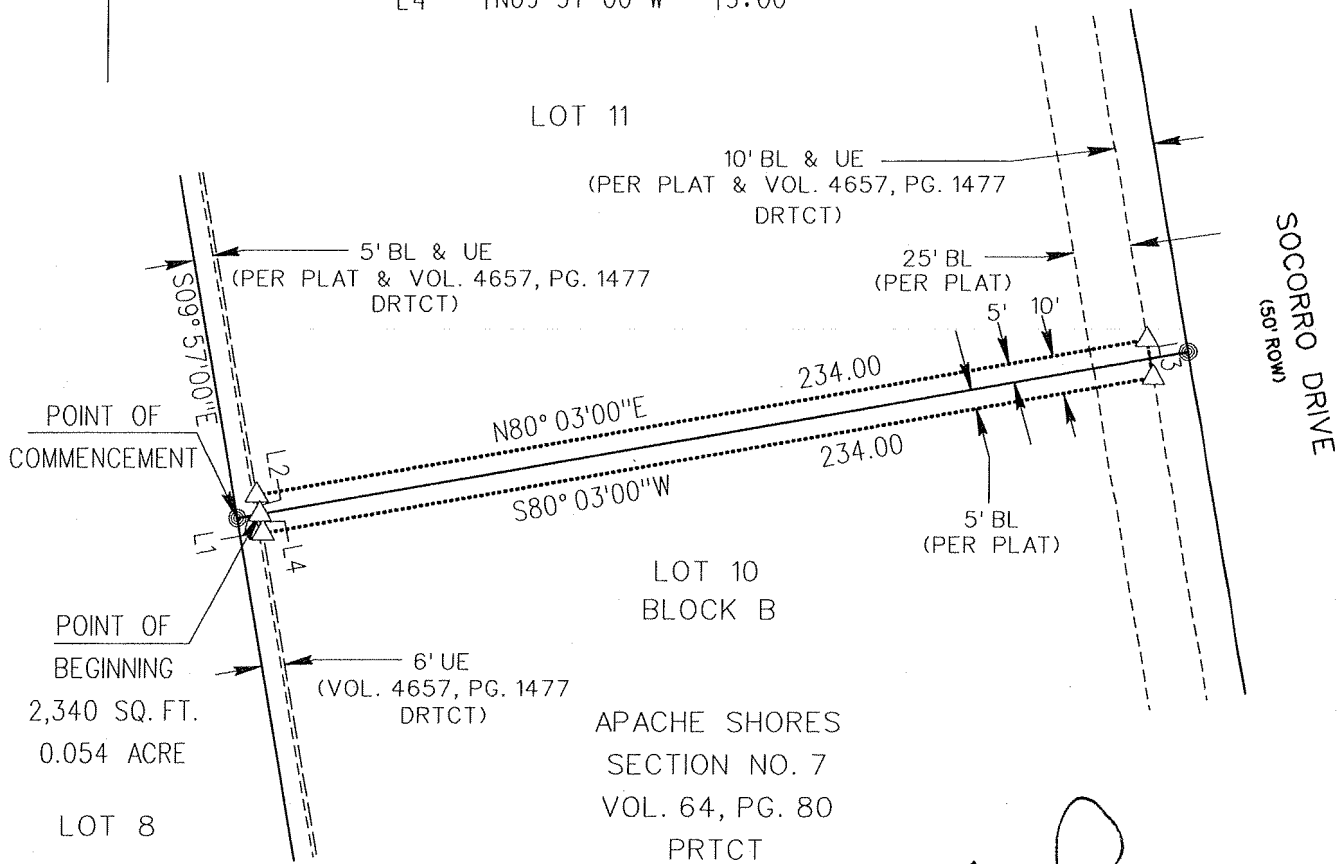
THENCE, departing said parallel line, along the east line of said 6' utility easement N09°57'00"W, 5.00 feet to the POINT OF BEGINNING containing 0.054 acre (2340 square feet) of land more or less.

William H. Ramsey
6-9-09





LINE	DIRECTION	DISTANCE
L1	N80°03'00"E	6.00
L2	N09°57'00"W	5.00
L3	S09°57'00"E	10.00
L4	N09°57'00"W	5.00



LEGEND

- ⊙ = IRON ROD FOUND
- △ = CALCULATED POINT
- BL = BUILDING LINE
- UE = UTILITY EASEMENT
- DRTCT = DEED RECORDS TRAVIS COUNTY, TEXAS
- PRTCT = PLAT RECORDS TRAVIS COUNTY, TEXAS

William H. Ramsey
6-9-09

RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@lrsurveying.com

**SKETCH TO ACCOMPANY
FIELD NOTE 1140-01**

Travis County Transportation and Natural Resources
Planning and Engineering Services
411 West 13th Street
PO Box 1748
Austin, TX 78767

To Whom It May Concern:

May 29, 2009

This letter is in regard to vacating public utility easements for two lots owned by Jan Laura Johnson, so that I may build a single family residence in the middle of the two lots.

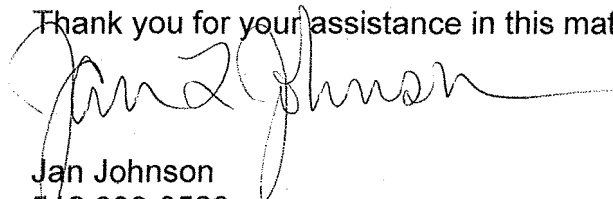
Legal Description of the lots: Lots 10 & 11, Block B, Apache Shores, Section 7, according to the map or plat thereof recorded in Volume 64, Page 80, Plat Records, Travis County, Texas.

According to the Plat, there are 5 foot Public Utility Easements along all rear and side lot lines of the lots. I am requesting release of the side lot easements where lot 10 & lot 11 meet, as highlighted on the attached survey plat.

Attached please find:

- Survey plat with requested easement release highlighted
- Release of Easement Rights letter from Austin Energy
- Release of Easement Rights letter from Travis County Water District 17
- Release of Easement Rights letter from Time Warner Cable
- Release of Easement Rights letter from AT&T/Southwestern Bell Telephone
- Apache Shores Section 7 Restrictions. #5 addresses when an owner builds across adjoining lot lines, the common lot line shall not be subjected to side lot easements.

Thank you for your assistance in this matter;



Jan Johnson
512 899-0520
5308 Concho Creek Bend
Austin, TX 78735



City of Austin

Austin's Community-Owned Electric Utility

www.austinenergy.com

Town Lake Center • 721 Barton Springs Road • Austin, Texas • 78704

May 6, 2009

Re: Release of Easement Rights
1206 & 1208 Socorro Dr, Austin, TX 78734

To Whom It May Concern:

Jan Johnson has contacted Austin Energy (AE) and requested the release of AE's rights to the public utility easements (PUE) located on the following property:

Lots 10 & 11, Block B, Apache Shores, Section 7, according to the map or plat thereof recorded in Volume 64, Page 80, Plat Records, Travis County, Texas

According to the Plat, there are five (5) foot Public Utility Easements granted along all rear and side lot lines of the lots.

AE has no objection to the release of the PUE as it pertains to electric facilities. No electric facilities are located within the easement area. It is the responsibility of the owner to obtain a release of the PUE from any other utility providers that serve the Subject property.

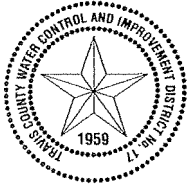
If you have any questions regarding this matter, I can be reached at 322-6442.

Sincerely yours,

Sonny Poole - North Supervisor
Public Involvement/Real Estate Services
Austin Energy

Attachments:

- AE Application Form for Release of Easement
- Copy of Subject Property Survey
- AE GIS facilities map
- Two Pages of Title Policy Identifying Easements



TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734
• Phone (512) 266-1111 • Fax (512) 266-2790

UTILITY EASEMENT RELEASE APPLICATION

Date: 5-7-09

A release of the following utility easement(s) is hereby requested.
(\$25.00 fee is required)

Property Address: 1206 + 1208 Socorro Dr. 78734

Legal Description: Lots 10 + 11, Block B, Apache Shores,
Section 7

A plat drawing with the easement highlighted must accompany this application.

Applicant Name: Jan L. Johnson
Address: 5308 Concho Creek Bend
Austin TX 78735

Reason for Request: New Home Construction in
middle of Lot 10 + 11

Water District 17 **DOES NOT** have a need for an easement on the property as described in the accompanying document. The easement(s) is (are) hereby released.

Water District 17 **DOES** have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Deborah S. Gernes 5/14/09

Signature _____ Date _____
Deborah S. Gernes _____
Printed Name _____
General Manager _____
Title _____

Please return this completed form to:

* Phone: 512 399-0520
Fax: _____

Jan Johnson
Name _____
5308 Concho Creek Bend
Address _____
Austin TX 78735
City/State/Zip _____

call and I will pick up or mail or email to Johnson64@austin.rr.com

Thanks Jan

STATE OF TEXAS
COUNTY OF TRAVIS


RELEASE OF EASEMENT

WHEREAS, the plat of Lots 10 and 11, Section 7, Block B, Apache Shores, Austin, Texas, a subdivision in the County of Travis, of record in Volume 64, Page 80, of the Plat Records of Travis County, Texas, and said plat record reflects a five foot public utility easement along either side of the common lot lines of said subdivision for the installation of public utilities; AND

WHEREAS, all utilities are in place within other dedicated easements on said lots and no further need exists for the above easements as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, in the above addressed lots in said subdivision.

EXECUTED this 20th day of May, 2009.

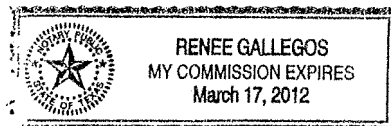

Laurie Schumpert, Designer
Time Warner Cable

BEFORE ME, the undersigned authority, on this day personally appeared Laurie Schumpert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed, as the act and deed for Time Warner Cable, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20th day of May, 2009.


Notary Public, State of Texas

My commission expires: 3/17/2012



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, AND Jan L Johnson, GRANTEE, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in Travis County, Texas, and described as follows:

Lots 10 and 11, Block B, Apache Shores, Section 7, Deed of record in Document 2006159878, Property Records of Travis County, Texas

Said land of GRANTEES being subject to:

An easement recorded in Volume 64, page 80, Plat Records of Travis County, Texas,

The portion of said easement to be hereby released is described as follows:

All of that 5 foot utility easement on either side of the common side property lines of Lots 10 and 11, described above.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 27 day of MAY, 2009

SOUTHWESTERN BELL TELEPHONE COMPANY

Name: Steve Fougere

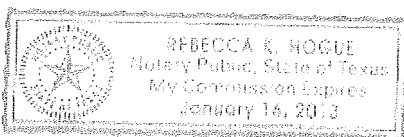
Title: Manager, Engr Texas

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STEVE FOUGERE, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 27 day of MAY, 2009

Rebecca K. Hogue
Notary Public in and for the State of TEXAS
My Commission Expires JAN 16 2013

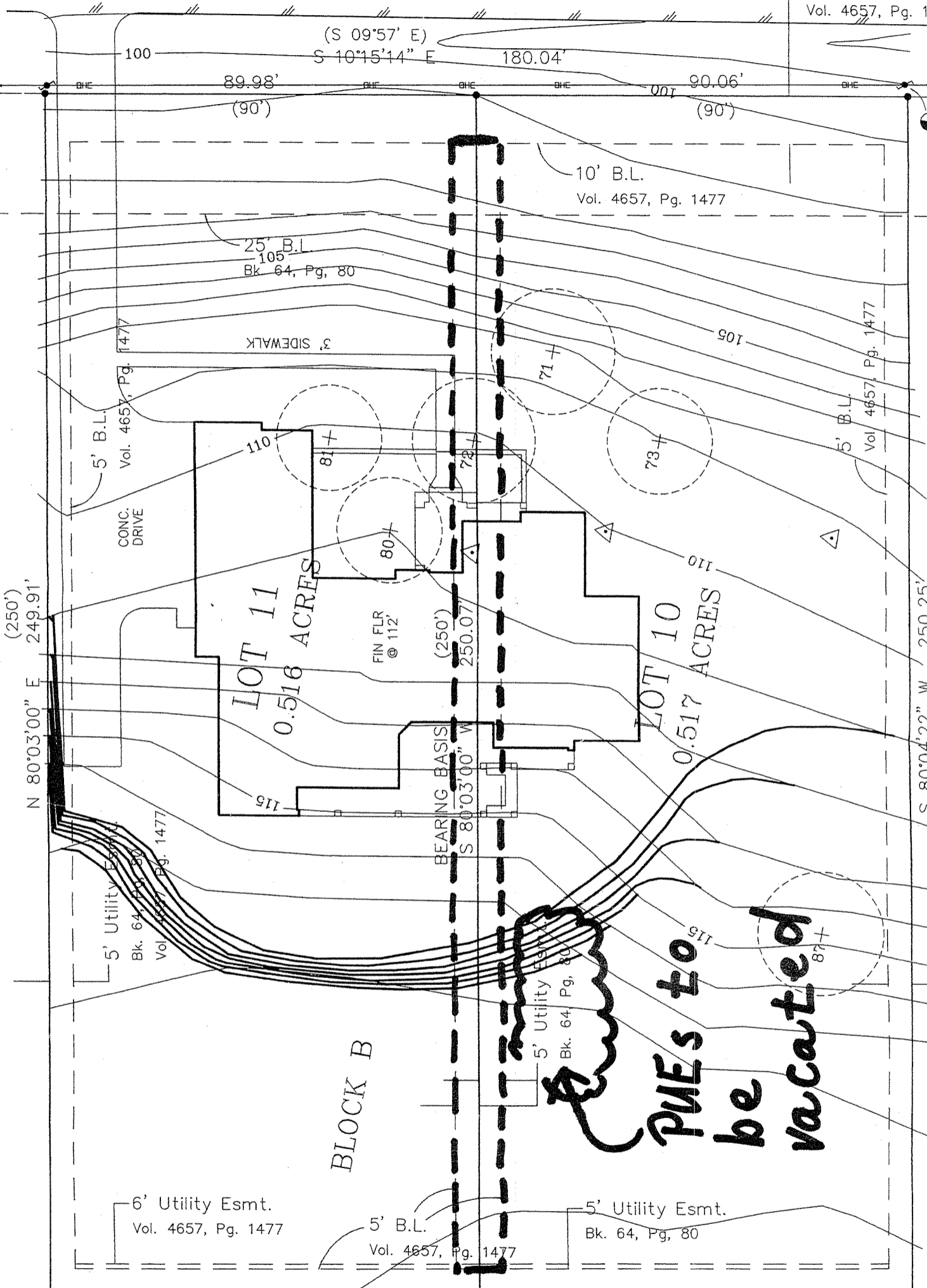




SOCORRO DRIVE

(50' R.O.W.)

10' Utility Esmt.
Bk. 64, Pg. 80
Vol. 4657, Pg. 14



LOT 11
0.516 ACRES

LOT 10
0.517 ACRES

BLOCK B

**PUEs to
be
vacated**

N 10°09'18" W 89.97'
(N 09°57' W 90')

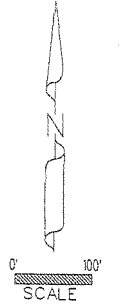
N 10°08'12" W 89.96'
(N 09°57' W 90')

LOT 12

LOT 8

Last Updated June 26, 2009 at 10:44am

TRAVIS CENTRAL APPRAISAL
8314 Cross Park Drive
Austin, TX 78754
Internet Address WWW.TRAVIS
Main Telephone Number (512)834-8317 Appraisal Infor
Fax Number (512)835-5371 TDD (5



MAP NO.
14360
14563 14560 14558
14363 14358
14163 14160 14158
1" = 400' MAP
REFERENCE
14267

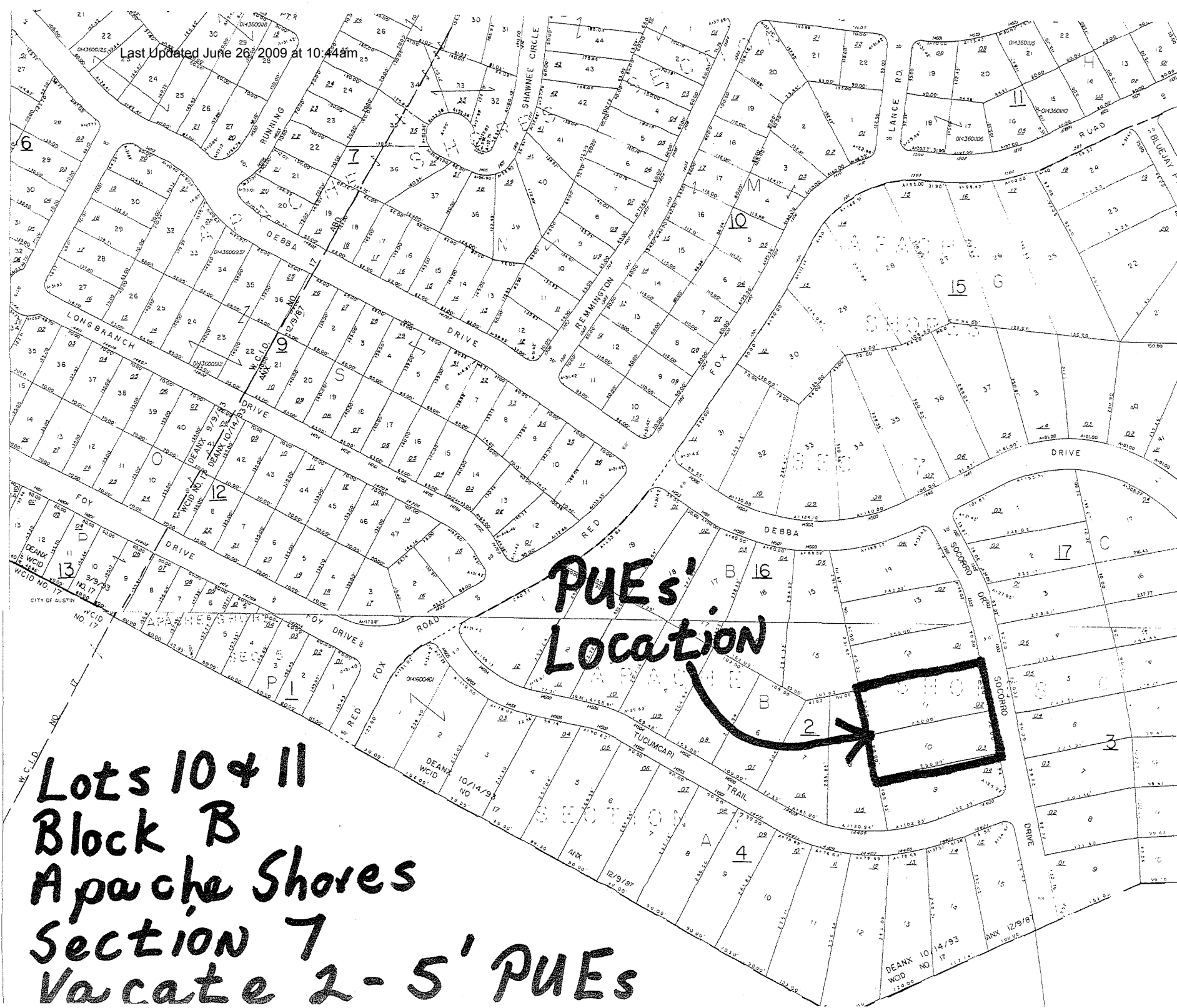
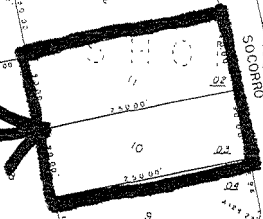
REVISIONS
03/02/2000 GMR

JURISDICTIONS
LAKE TRAVIS ISD
TCECD NO.6
WCD NO.17
TRAVIS COUNTY

AL DISTRICT
Box 149012
Austin, TX 78714
SCAD.ORG
ormation (512)834-9138
(512)836-3326

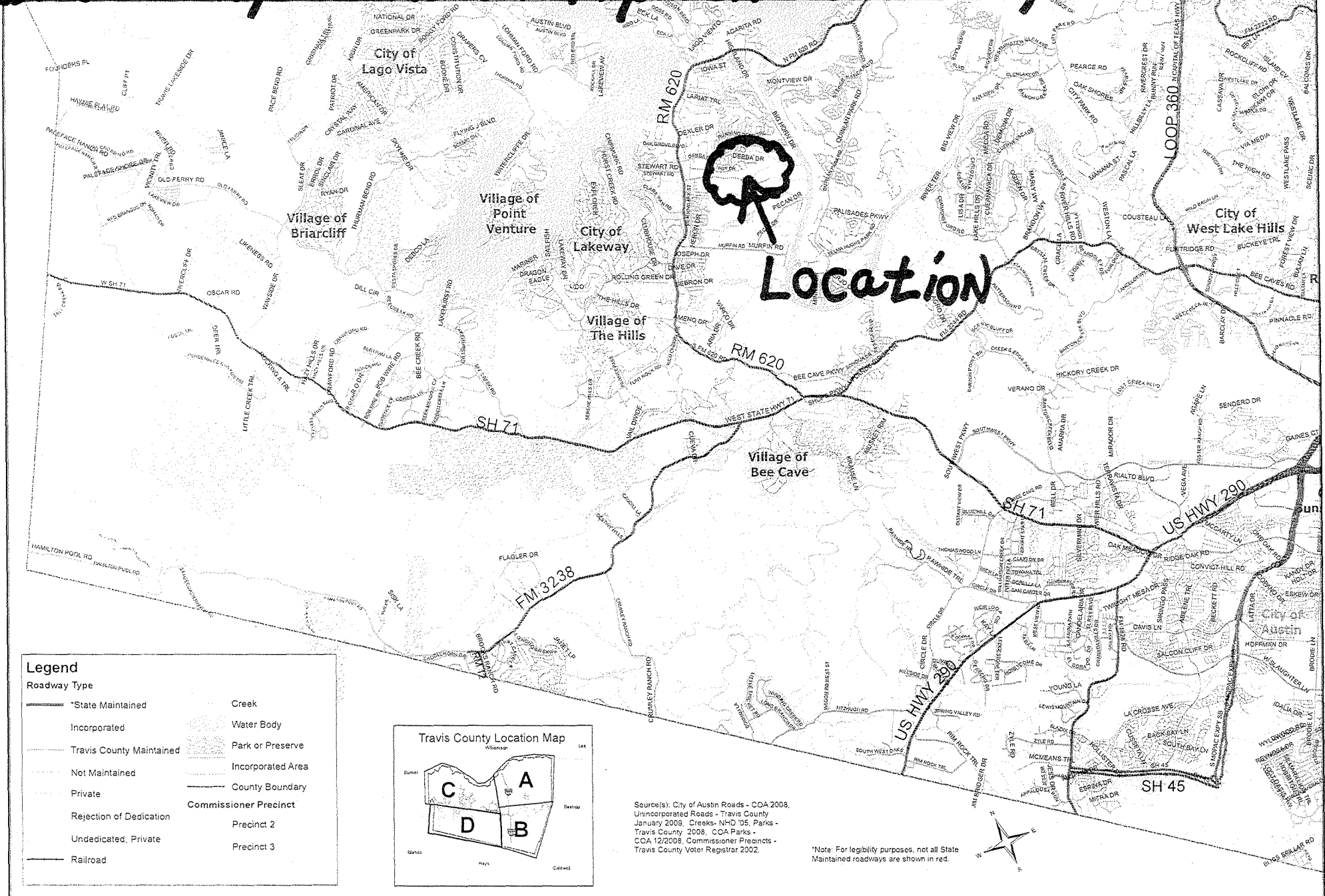
**Lots 10 & 11
Block B
Apache Shores
Section 7
Vacate 2-5' PUEs**

**PUEs'
Location**



Lot 10 & 11, Blk B of Apache Shores, Section 7

Last Updated June 29, 2009 at 1:54 PM



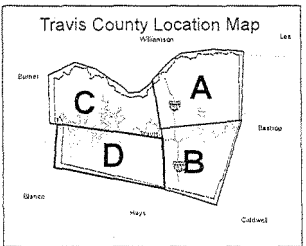
Legend

Roadway Type

- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad

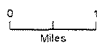
Water Features

- Creek
- Water Body
- Park or Preserve
- Incorporated Area
- County Boundary
- Commissioner Precinct
- Precinct 2
- Precinct 3



Source(s): City of Austin Roads - COA 2008, Unincorporated Roads - Travis County January 2008, 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>

C3

Travis County Commissioners Court Agenda Request

Voting Session 6/30/09
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on:

A. Approve setting a public hearing date for August 4, 2009, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lots 53 - 56 & 103, Block A and Lots 5 - 9, 13 & 14, Block C The Reserve at Lake Travis Subdivision. (Revised Plat - 15 Lots - 71.984 acres - Thurman Bend Road - No fiscal required - Sewage service to be provided by on-site septic facilities - No ETJ).

B. Approved by:

Karen Huber
Commissioner Karen Huber, Precinct Three

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

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

Michael Hettenhausen: 854-7563 Dennis Wilson: 854-4217
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUN 15 PM 3:19

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

BACK-UP MEMORANDUM

June 9, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director, Development Services 

SUBJECT: Revised Plat of Lots 53 - 56 & 103, Block A and Lots 5 - 9, 13 & 14, Block C The Reserve at Lake Travis Subdivision, Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on:

- A. Approve setting a public hearing date for August 4, 2009, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lots 53 - 56 & 103, Block A and Lots 5 - 9, 13 & 14, Block C The Reserve at Lake Travis Subdivision. (Revised Plat - 15 Lots - 71.984 acres - Thurman Bend Road - No fiscal required - Sewage service to be provided by on-site septic facilities - No ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

The property owners of lots 53 - 56 & 103, Block A and lots 5 - 9, 13 & 14, Block C wish to revise the existing plat due to a change in wastewater disposal. The lot configuration of the existing plat accommodated spray irrigation disposal, while the proposed revised plat will utilize subsurface drip disposal. Additionally, the proposed revised plat separates the marina (Lot 54A) from the restaurant (Lot 54B) and the equestrian center (Lot 17) from the cottages (Lot 56A). The property is platted from Thurman Bend Road. There are no new public or private streets proposed with this revised plat. Parkland dedication or fees in lieu of dedication are not required with this revised plat as Travis County does not assess parkland fees for non-residential lots.

As this plat application meets all Travis County standards, TNR staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:

Lots platted from the existing plat which have been issued a basic development permit for construction will retain the previous minimum finished floor elevation of 717 feet above mean sea level (MSL). Lots included in the revised plat for which Travis County has not issued permits will be platted with the current minimum finished floor elevation of 723 feet MSL.

As the Travis County non-residential land use notice was sent with the existing plat to all homeowner and property owner associations within 1,000 of the property, the local emergency services district, and the Travis County Fire Marshal per Ch. 82.201(h), and since the land use included in the original notice has not changed with this revised plat, the applicant was not required to resend the non-residential notice with the revised plat application.

As part of the requirements for a plat revision, a notice of public hearing letter will be mailed to all property owners of the original subdivision (see attached letter) to announce the date, time, and location of the public hearing, and a notice of public hearing sign will be placed on the subject property to announce the date, time, and location of the public hearing. Should staff receive any inquiries from adjacent property owners as a result of the sign placement and/or the public hearing letter, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

BUDGETARY AND FISCAL IMPACT:

None.

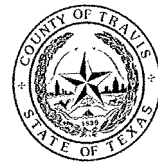
REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

- Existing Plat
- Proposed Plat
- Precinct map
- Location map
- Public Hearing Notice Letter

AMB: mph
1105



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

June 9, 2009

Subject: Revised Plat of Lots 53 - 56 & 103, Block A and Lots 5 – 9, 13 & 14, Block C The Reserve at Lake Travis Subdivision

Dear Property Owner:

The Reserve at Lake Travis, LLC, owner of the above referenced lots, has requested that the Commissioners' Court of Travis County approve a request to revise the plat of their real property. Associated with that request is a State of Texas mandate that the County provide you with written notice of their request to revise the plat.

The application has been scheduled for a public hearing on August 4, 2009, before the Commissioners' Court. The application is entitled:

Approve setting a public hearing date for August 4, 2009, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lots 53 - 56 & 103, Block A and Lots 5 – 9, 13 & 14, Block C The Reserve at Lake Travis Subdivision. (Revised Plat – 15 Lots – 71.984 acres – Thurman Bend Road – No fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).

In this case, the applicant is proposing to separate the marina (Lot 54A) from the restaurant (Lot 54B) and the equestrian center (Lot 17) from the cottages (Lot 56A). This application has met all of Travis County requirements, and barring any new information, staff will recommend its approval at the public hearing.

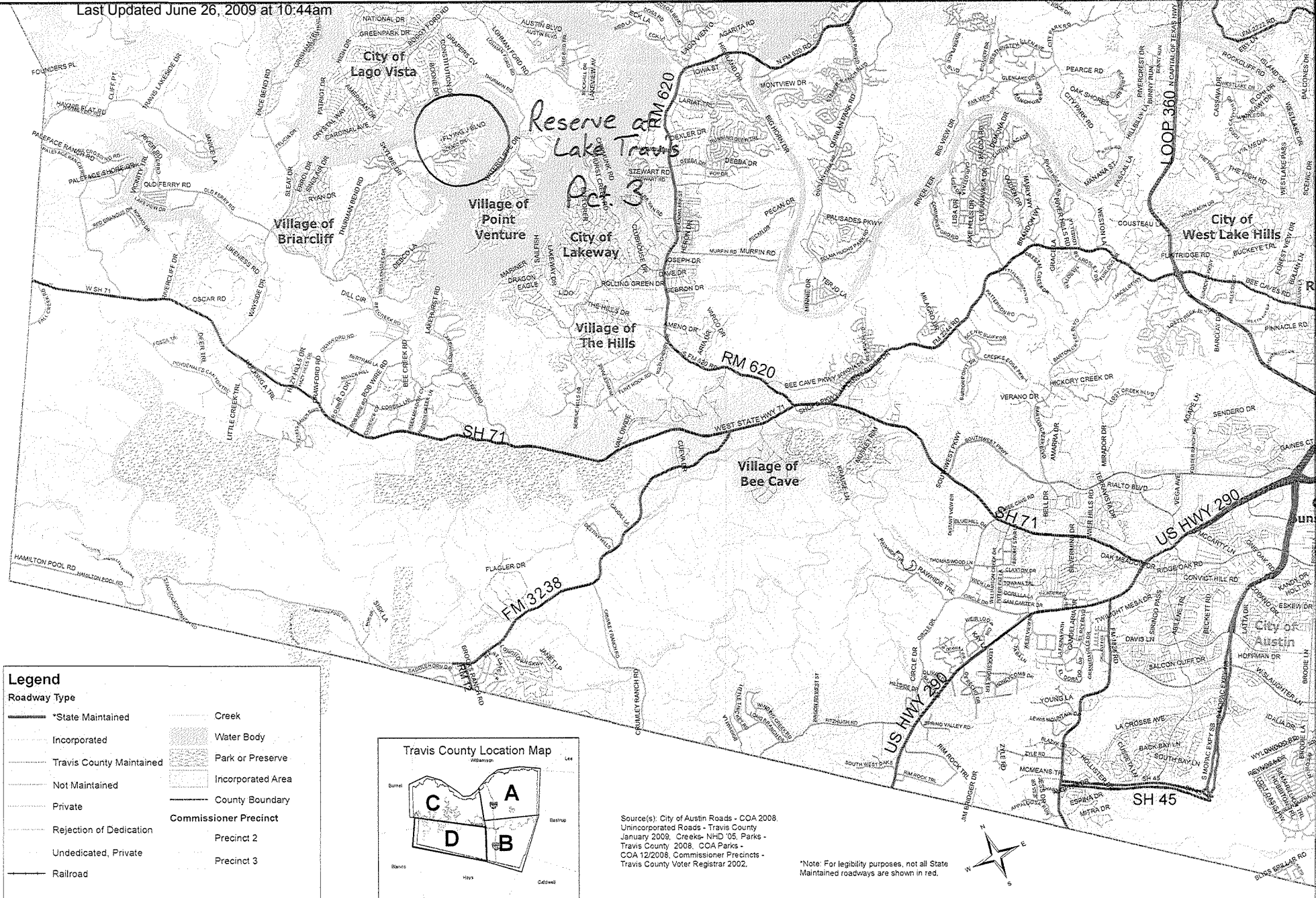
You have the opportunity to offer testimony regarding this proposal at the public hearing. Public hearings are held in the Commissioners' Courtroom in the Travis County Administration Building, 314 W. 11th Street, 1st Floor. The sessions are on Tuesday and begin at 9:00 A.M. Should you require additional information about this application or the public hearing, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Hettenhausen".

Michael Hettenhausen
Planner, Development Services

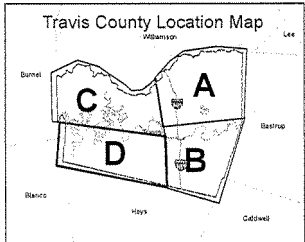
MH: mh ~ 1105



Legend

Roadway Type

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



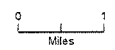
Sources: City of Austin Roads - COA 2008.
 Unincorporated Roads - Travis County
 January 2008. Creeks- NHD '05, Parks -
 Travis County 2008. COA Parks -
 COA 12/2008. Commissioner Precincts -
 Travis County Voter Registrar 2002.

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

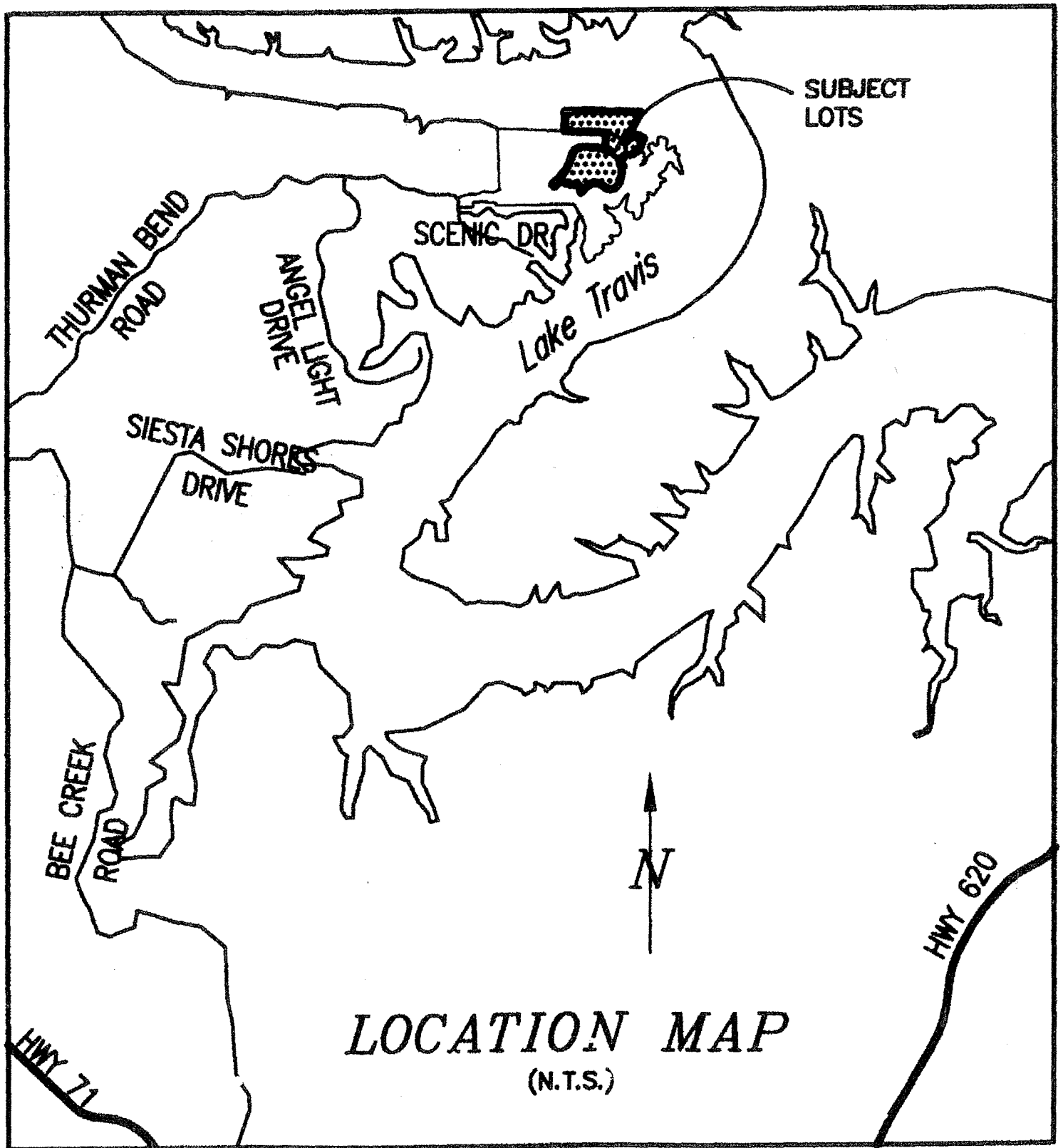


Map Disclaimer: This map was created for the Travis
 County Sign Crew for identifying Travis County's
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 with no warranties of any kind. For questions, contact
 the Travis County GIS Coordinator at (512) 854-9383.

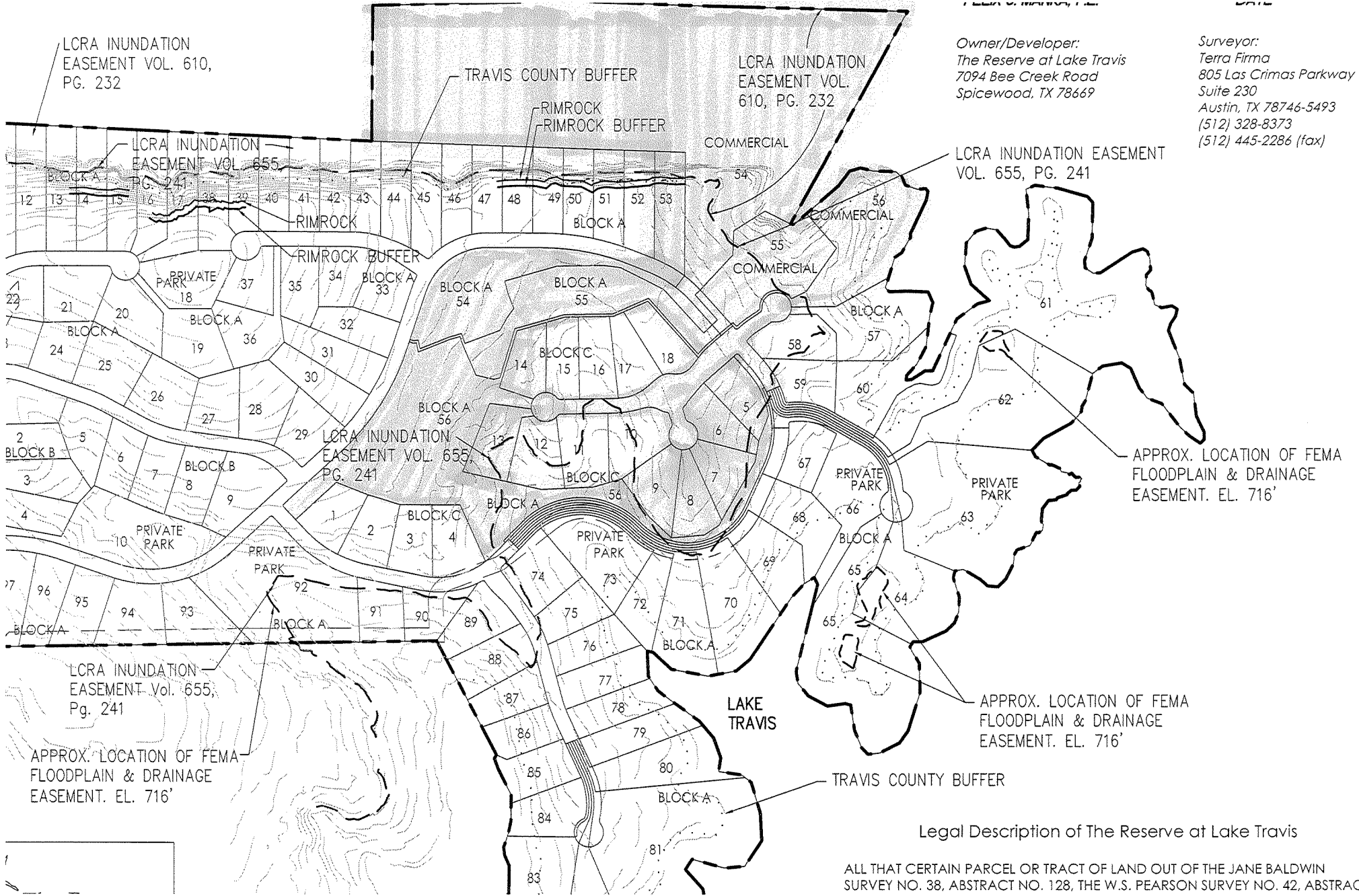
Travis County Roadways, Map D



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



EXISTING PLAT



Owner/Developer:
 The Reserve at Lake Travis
 7094 Bee Creek Road
 Spicewood, TX 78669

Surveyor:
 Terra Firma
 805 Las Crimas Parkway
 Suite 230
 Austin, TX 78746-5493
 (512) 328-8373
 (512) 445-2286 (fax)

LCRA INUNDATION EASEMENT
 VOL. 655, PG. 241

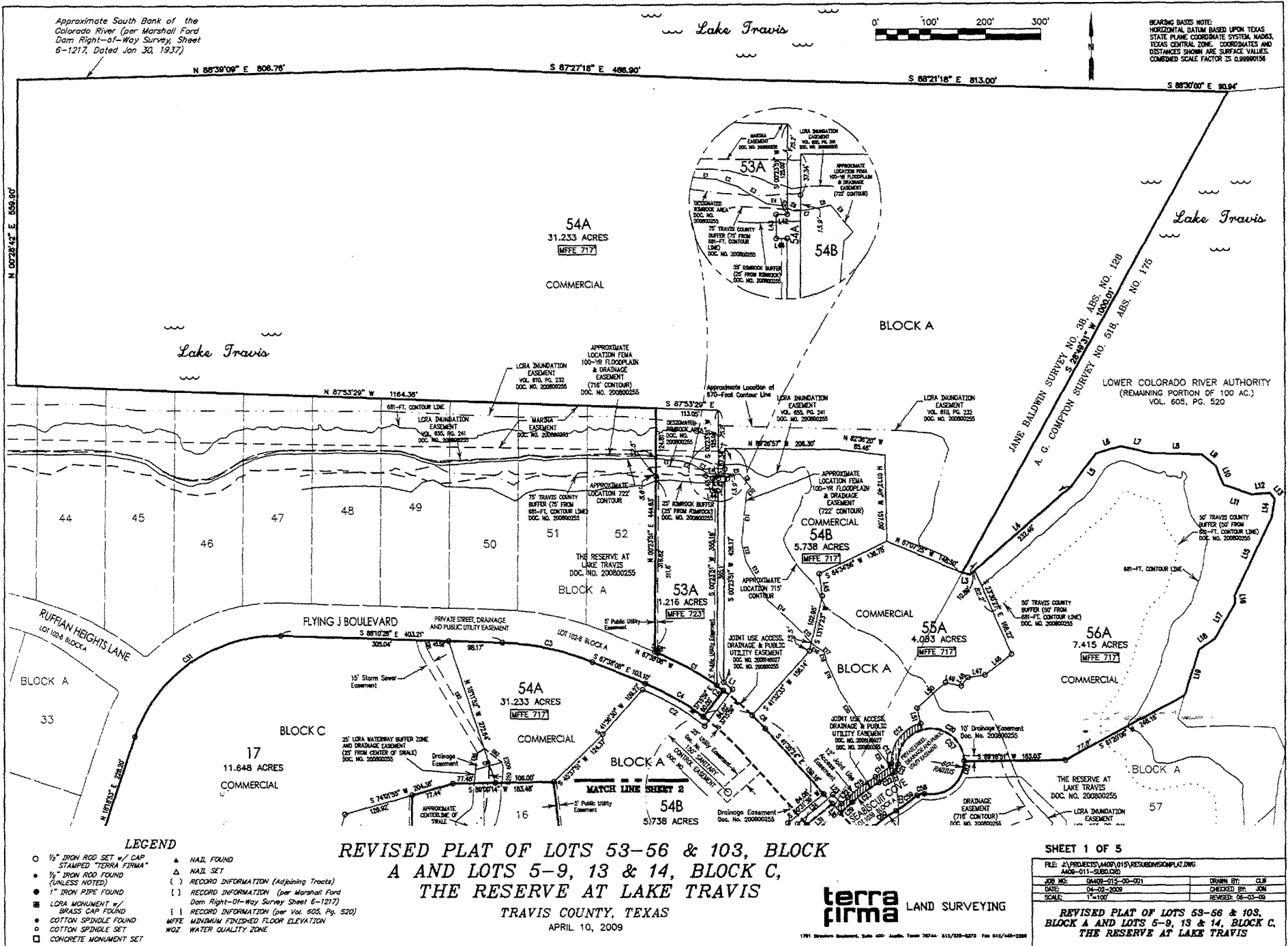
APPROX. LOCATION OF FEMA
 FLOODPLAIN & DRAINAGE
 EASEMENT. EL. 716'

APPROX. LOCATION OF FEMA
 FLOODPLAIN & DRAINAGE
 EASEMENT. EL. 716'

Legal Description of The Reserve at Lake Travis

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JANE BALDWIN
 SURVEY NO. 38, ABSTRACT NO. 128, THE W.S. PEARSON SURVEY NO. 42, ABSTRACT

PROPOSED PLAT



Approximate South Bank of the Colorado River (per Marshall Ford Dam Right-of-Way Survey Sheet 6-1217, Dated Jan 30, 1937)



BEARING BASIS NOTE:
HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.999999150

N 88°39'09" E 808.78' S 87°27'18" E 488.90' S 88°21'18" E 813.00' S 88°30'00" E 803.94'

54A
31.233 ACRES
MFFE 717
COMMERCIAL

54B
5.738 ACRES
MFFE 717
COMMERCIAL

BLOCK A

53A
11.216 ACRES
MFFE 7231
COMMERCIAL

54B
5.738 ACRES
MFFE 717
COMMERCIAL

BLOCK A

55A
4.083 ACRES
MFFE 717
COMMERCIAL

56A
7.415 ACRES
MFFE 717
COMMERCIAL

17
11.648 ACRES
COMMERCIAL

54B
5.738 ACRES

LEGEND

- 1/2" IRON ROD SET w/ CAP STAMPED "TERRA FIRMA"
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1" IRON PIPE FOUND
- LORA MONUMENT w/ BRASS CAP FOUND
- COTTON SPINDLE FOUND
- COTTON SPINDLE SET
- CONCRETE MONUMENT SET
- ▲ HAZ. FOUND
- ▲ HAZ. SET
- () RECORD INFORMATION (Adjoining Tracts)
- () RECORD INFORMATION (per Marshall Ford Dam Right-of-Way Survey Sheet 6-1217)
- () RECORD INFORMATION (per Vol. 605, Pg. 520)
- MFFE MINIMUM FINISHED FLOOR ELEVATION
- WQZ WATER QUALITY ZONE

REVISED PLAT OF LOTS 53-56 & 103, BLOCK A AND LOTS 5-9, 13 & 14, BLOCK C, THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS
APRIL 10, 2009

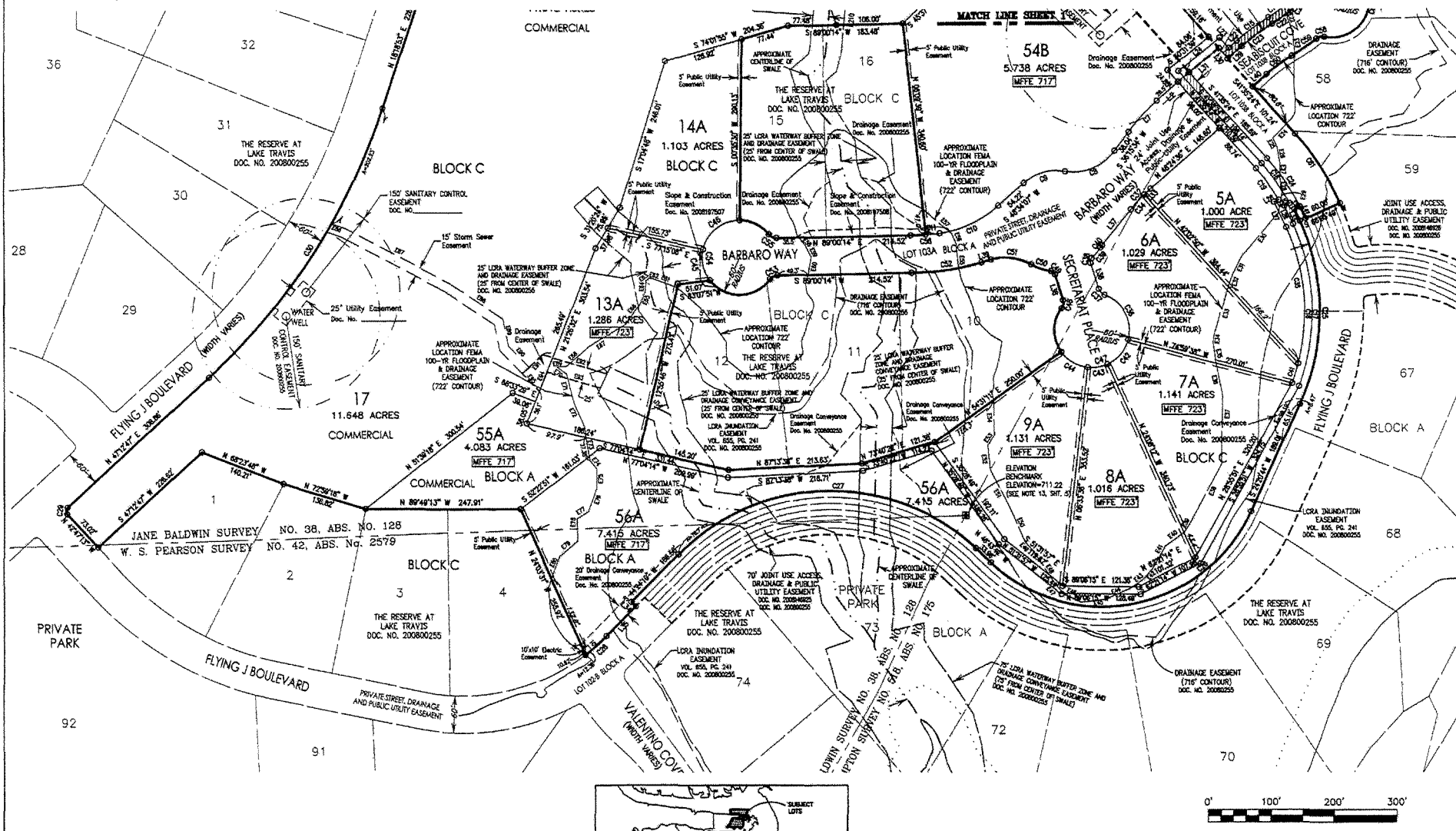
terra firma LAND SURVEYING

SHEET 1 OF 5

FILE: J:\PROJECTS\AMR\015\RESUBMISSION\PLAT.DWG	DATE: 04-22-2009	DRAWN BY: CLM
JOB NO: AMR-011-0300225	DATE: 04-22-2009	CHECKED BY: JOM
SCALE: 1"=100'		REVISION: 02-03-09

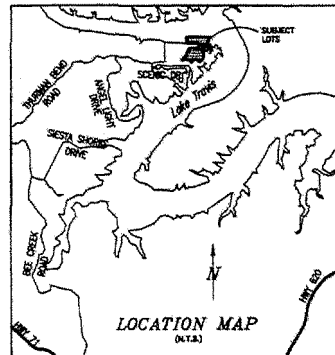
REVISED PLAT OF LOTS 53-56 & 103, BLOCK A AND LOTS 5-9, 13 & 14, BLOCK C, THE RESERVE AT LAKE TRAVIS

1781 Glenview Boulevard, Suite 407 • Austin, Texas 78744 • 512/355-5275 Fax 512/445-2288



**REVISED PLAT OF LOTS 53-56 & 103,
BLOCK A AND LOTS 5-9, 13 & 14, BLOCK C,
THE RESERVE AT LAKE TRAVIS**

TRAVIS COUNTY, TEXAS
APRIL 10, 2009



BEARING BASIS NOTE:
HORIZONTAL DATUM BASED UPON TEXAS
STATE PLANE COORDINATE SYSTEM, MAJOR,
TEXAS CENTRAL ZONE. COORDINATES AND
DISTANCES SHOWN ARE SURFACE VALUES.
COMBINED SCALE FACTOR IS 0.99990156

SHEET 2 OF 5

FILE: \\A\PROJECTS\408\015\REVISED\COMPLAT.DWG	DRAWN BY: CLJ
408-011-3-00-020	CHECKED BY: JOR
JOB NO: 04-02-2009	REVISION: 06-03-09
DATE: 04-02-2009	SCALE: 1"=100'

terra firma LAND SURVEYING

1701 W. 15th Street, Suite 400 - Austin, Texas 78741-0122/228-9373 Fax: 512/448-2280

**REVISED PLAT OF LOTS 53-56 & 103,
BLOCK A AND LOTS 5-9, 13 & 14, BLOCK C,
THE RESERVE AT LAKE TRAVIS**

REVISED PLAT OF LOTS 53-56 & 103,
BLOCK A AND LOTS 5-9, 13 & 14, BLOCK C,
THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS
APRIL 10, 2009

CURVE DATA

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	530.00	123.00'	122.73'	N 87°59'13" W
C2	458.00'	131.31'	130.86'	N 59°26'44" E
C3	470.00'	168.48'	167.58'	S 77°54'16" W
C4	470.00'	122.24'	121.90'	S 80°11'05" E
C5	530.00'	14.85'	14.84'	N 53°32'01" W
C6	530.00'	34.10'	34.09'	S 43°25'59" E
C7	317.50'	67.33'	67.21'	S 42°20'06" W
C8	85.50'	90.45'	85.98'	S 67°40'00" W
C9	80.00'	70.52'	68.28'	S 73°40'11" W
C10	182.50'	105.85'	104.37'	S 69°11'03" W
C11	370.00'	22.37'	22.37'	S 83°31'57" W
C12	72.00'	100.13'	62.26'	S 35°23'04" W
C13	3.00'	2.91'	2.89'	S 23°24'18" W
C14	258.00'	34.46'	34.44'	S 52°03'30" W
C15	342.00'	62.53'	62.44'	S 53°38'52" W
C16	358.00'	78.47'	78.31'	S 35°18'39" E
C17	346.00'	266.88'	266.37'	S 01°54'27" E
C18	336.00'	286.57'	280.30'	N 01°58'18" W
C19	346.00'	62.69'	62.60'	N 36°23'58" W
C20	60.00'	192.41'	119.94'	S 67°26'42" W
C21	15.00'	14.57'	14.00'	S 23°24'14" W
C22	270.00'	38.07'	38.04'	S 50°03'31" W
C23	330.00'	60.33'	60.25'	S 53°38'52" W
C24	370.00'	94.21'	93.95'	S 34°17'45" E
C25	360.00'	303.18'	294.22'	S 00°13'16" W
C26	280.00'	494.25'	423.14'	S 78°46'27" W
C27	340.00'	527.35'	478.05'	S 69°00'10" W
C28	320.00'	45.18'	45.12'	S 48°28'44" W
C29	7.50'	11.78'	10.61'	N 02°12'47" E
C30	1030.00'	519.50'	514.01'	N 32°45'50" E
C31	270.00'	348.41'	333.14'	N 82°04'11" E
C32	282.50'	45.57'	45.52'	N 43°47'21" E
C33	282.50'	13.61'	13.61'	N 47°01'48" E
C34	282.50'	31.95'	31.94'	N 42°24'31" E
C35	336.00'	223.37'	219.28'	S 04°48'01" E
C36	60.00'	69.43'	61.36'	N 27°41'40" W
C37	15.00'	13.91'	13.42'	N 43°49'58" W
C38	7.50'	8.42'	7.99'	N 14°53'54" E
C39	81.50'	22.03'	21.97'	N 39°10'08" E
C40	32.50'	4.31'	4.30'	N 35°22'18" E
C41	336.00'	33.18'	33.16'	S 17°04'24" W
C42	60.00'	53.28'	51.53'	N 40°28'12" E
C43	60.00'	32.14'	31.75'	N 81°07'43" E
C44	60.00'	50.23'	48.77'	S 60°27'43" E
C45	60.00'	52.44'	50.79'	S 12°17'24" E
C46	60.00'	81.52'	75.39'	S 51°40'14" W
C47	60.00'	299.77'	72.00'	S 72°43'58" W
C48	15.00'	13.91'	13.42'	N 06°17'59" E
C49	7.50'	8.62'	8.15'	N 50°10'47" W
C50	81.50'	33.58'	33.32'	N 71°17'53" W
C51	82.50'	67.23'	65.38'	N 82°50'54" W
C52	430.00'	114.04'	113.71'	S 81°28'22" W
C53	15.00'	13.91'	13.42'	S 62°28'20" W
C54	60.00'	299.77'	72.00'	N 00°59'46" W
C55	15.00'	13.91'	13.42'	S 64°25'51" E
C56	370.00'	46.52'	46.49'	S 87°41'07" W
C57	60.00'	299.70'	72.00'	S 41°19'33" E
C58	15.00'	13.41'	12.96'	S 78°10'07" W
C59	330.00'	47.92'	47.86'	S 54°43'30" W
C60	270.00'	49.36'	49.29'	S 51°55'52" W
C61	420.00'	132.24'	132.21'	S 37°44'42" W
C62	60.00'	107.29'	93.56'	S 50°32'56" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 52°54'20" E	20.94'
L2	S 48°24'36" W	45.47'
L3	S 80°14'14" E	14.31'
L4	N 48°46'02" E	243.35'
L5	N 84°45'17" E	71.01'
L6	N 73°48'18" E	46.73'
L7	S 78°29'27" E	54.49'
L8	S 89°24'10" E	63.11'
L9	S 42°07'07" E	33.44'
L10	S 22°07'47" E	36.43'
L11	S 70°51'44" E	54.32'
L12	N 84°28'09" E	32.39'
L13	S 39°14'17" E	14.98'
L14	S 10°36'29" W	35.94'
L15	S 25°18'51" W	154.92'
L16	S 03°24'28" E	13.93'
L17	S 30°01'48" W	74.83'
L18	S 52°29'56" W	34.03'
L19	S 17°18'37" W	87.26'
L20	S 48°24'36" W	17.36'
L21	N 41°35'24" W	22.23'
L22	N 47°35'24" W	21.79'
L23	S 52°31'39" W	84.06'
L24	S 68°05'49" E	8.42'
L25	S 68°05'49" E	9.48'
L26	S 29°29'44" E	32.16'
L27	N 25°29'44" W	44.34'
L28	N 68°05'49" E	8.42'
L29	S 48°24'36" W	29.36'
L30	N 41°35'24" W	22.23'
L31	S 38°26'37" E	40.69'
L32	S 68°05'49" W	10.02'
L33	S 25°29'44" E	20.01'
L34	S 49°38'50" E	10.00'
L35	S 44°24'10" W	67.40'
L36	N 17°16'04" W	43.71'
L37	N 39°10'08" E	73.71'
L38	N 17°16'04" W	42.74'
L39	S 73°48'28" W	15.57'
L40	S 48°24'36" W	29.36'
L41	N 25°29'44" W	20.01'
L42	N 89°36'09" W	10.00'
L43	S 00°23'51" W	22.00'
L44	S 89°36'09" E	10.00'
L45	S 07°33'53" E	40.83'
L46	S 51°32'08" E	61.87'
L47	S 82°50'63" W	31.08'
L48	S 37°50'53" W	20.31'
L49	N 77°19'24" W	29.17'
L50	S 42°57'04" W	69.77'
L51	S 14°44'28" E	28.74'

STORM SEWER & DRAINAGE EASEMENT DATA

LINE	BEARING	DISTANCE
E1	S 84°29'42" E	48.68'
E2	S 70°55'19" E	20.48'
E3	S 58°54'10" E	29.36'
E4	S 81°08'14" E	17.02'
E5	S 51°42'05" E	3.85'
E6	S 74°52'54" E	6.69'
E7	N 88°01'49" E	10.01'
E8	N 79°09'53" E	23.22'
E9	S 39°32'17" E	31.77'
E10	S 44°54'28" W	11.43'
E11	S 05°28'41" W	92.33'
E12	S 11°49'53" E	39.83'
E13	S 28°47'40" E	84.02'
E14	S 47°49'51" E	88.54'
E15	S 42°46'42" E	58.05'
E16	S 62°08'11" E	11.38'
E17	S 50°10'57" E	11.13'
E18	S 13°17'57" E	16.71'
E19	S 24°05'45" E	54.06'
E20	S 32°12'28" E	123.66'
E21	S 38°26'37" E	40.69'
E22	S 18°11'04" E	52.63'
E23	S 04°38'42" E	32.98'
E24	S 43°45'00" W	31.05'
E25	S 23°48'22" E	16.98'
E26	S 09°42'34" E	26.92'
E27	S 00°15'29" E	23.75'
E28	S 08°01'47" E	22.96'
E29	S 09°39'13" W	31.90'
E30	S 40°09'50" W	63.71'
E31	S 26°16'28" W	32.90'
E32	S 19°22'01" W	19.14'
E33	S 18°08'17" W	81.60'
E34	S 06°42'56" W	10.40'
E35	S 07°35'29" E	34.31'
E36	S 10°52'38" E	53.47'
E37	S 00°41'22" W	109.63'
E38	S 28°00'37" W	103.96'
E39	S 31°17'22" W	22.42'
E40	S 54°18'13" W	18.47'
E41	S 28°25'35" W	41.39'
E42	S 41°55'52" W	21.89'
E43	S 55°12'58" W	26.17'
E44	S 68°17'48" W	43.90'
E45	S 63°14'47" W	58.96'
E46	N 64°33'15" W	29.22'
E47	N 41°27'15" W	23.11'

LOT TABLE

LOT ID	USE	LOT AREA
LOT 53A BLOCK A	RESIDENTIAL	1,216 AC.
LOT 54A BLOCK A	COMMERCIAL	31,233 AC.
LOT 55A BLOCK A	COMMERCIAL	5,736 AC.
LOT 56A BLOCK A	COMMERCIAL	4,083 AC.
LOT 58A BLOCK A	COMMERCIAL	7,415 AC.
LOT 103A BLOCK A	PRIVATE STREET, DRAINAGE & PUBLIC UTILITY EASEMENT	2,063 AC.
LOT 103B BLOCK A	PRIVATE STREET, DRAINAGE & PUBLIC UTILITY EASEMENT	0,862 AC.
LOT 5A BLOCK C	RESIDENTIAL	1,009 AC.
LOT 6A BLOCK C	RESIDENTIAL	1,029 AC.
LOT 7A BLOCK C	RESIDENTIAL	1,141 AC.
LOT 8A BLOCK C	RESIDENTIAL	1,016 AC.
LOT 9A BLOCK C	RESIDENTIAL	1,131 AC.
LOT 13A BLOCK C	RESIDENTIAL	1,288 AC.
LOT 14A BLOCK C	RESIDENTIAL	1,103 AC.
LOT 17 BLOCK C	COMMERCIAL	11,944 AC.
TOTAL: 15 LOTS		71,984 AC.

SHEET 3 OF 5

FILE: \\A:\PROJECTS\A980\015\REVISED\MS\PLAT.DWG	
M09-011-SUB.CRD	
JOB NO: 04-05-000-001	DRAWN BY: CLW
DATE: 04-05-2009	CHECKED BY: JEM
SCALE: 1"=100'	REVISION: 06-03-09



1701 Breakers Boulevard, Suite 400 - Austin, Texas 78744-9123/228-8273 Fax 512/448-2338

REVISED PLAT OF LOTS 53-56 & 103,
BLOCK A AND LOTS 5-9, 13 & 14, BLOCK C,
THE RESERVE AT LAKE TRAVIS

REVISED PLAT OF LOTS 53-56 & 103,
BLOCK A AND LOTS 5-9, 13 & 14, BLOCK C,
THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS

APRIL 10, 2009

STATE OF TEXAS)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

That, The Reserve at Lake Travis, LLC, acting herein by and through Hal Jones, President, owner of Lots 53, 54, 55, 56, and 103, all of Block A and Lots 5, 6, 7, 8, 9, 13, and 14, all of Block C, The Reserve at Lake Travis, a subdivision as recorded in Document No. 200800255 of the Official Public Records of Travis County, Texas, as conveyed to it by special warranty deeds recorded in Document Nos. 2007201951 and 2008062125 of the Official Public Records of Travis County, Texas, said Lots being 71.984 acres out of the A.G. Compton Survey No. 518 and the Jane Baldwin Survey No. 38, Travis County, Texas, said subdivision having been approved for resubdivision pursuant to Chapter 232.009 of the Texas Local Government Code, does hereby resubdivide said 71.984 acres of land in accordance with this plat, to be known as REVISED PLAT OF LOTS 53-56 & 103, BLOCK A AND LOTS 5-9, 13 & 14, BLOCK C, THE RESERVE AT LAKE TRAVIS, subject to the covenants and restrictions shown hereon, and hereby dedicates to the owners of the lots in the subdivision, public utilities serving the subdivision, emergency service providers with jurisdiction, and public service agencies, the use of all the private streets and other easements shown hereon, subject to any easements and/or restrictions heretofore granted and not released. The maintenance and payment of real property taxes on such private streets are the responsibility of the owner(s) of the subdivision or any duly constituted homeowners association under that certain instrument of record in Document No. 2008141043 of the Official Public Records of Travis County, Texas. An express easement is hereby granted across said private streets and any common areas for the use of the surface for all governmental functions, vehicular and nonvehicular, including fire and police protection, solid and other waste material pickup and any other purpose any governmental authority deems necessary, and do further agree that all governmental entities, their agents or employees, shall not be responsible or liable for any damage occurring to the surface of said private streets and any common area as a result of any such use by governmental vehicles.

All private streets shown hereon (Barbaro Way, Seabiscuit Cove, and Secretariat Place) and any security gates or devices controlling access to such streets will be owned and maintained by the homeowners association of this subdivision.

WITNESS MY HAND, this the 4 day of June 2009, A.D.

Hal Jones
Hal Jones, President
The Reserve at Lake Travis, LLC
12117 Bee Cave Road, Suite 240
Austin, TX 78738

STATE OF TEXAS)
COUNTY OF TRAVIS)

Before me, the undersigned authority on this day personally appeared Hal Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas

Print Notary's Name: Jennifer A. Proffitt
My Commission Expires: 02-19-2012



I, Jonathan O. Nobles, am authorized under the laws of the State of Texas to practice the profession of surveying, and hereby certify that this plat is true and correct to the best of my ability, and was prepared from an actual survey of the property made under my supervision on the ground.

TERRA FIRMA LAND SURVEYING
1701 Directors Boulevard, Suite 400
Austin, Texas 78744



Jonathan O. Nobles
Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777
Date: 06/03/2009

FLOOD PLAIN NOTE:

The 100-year floodplain is contained within the drainage easement as shown hereon. A portion of this tract is within the designated flood hazard area as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), No. 48453C0215 H, Travis County, Texas, dated September 26, 2008, Community No. 481026.

I, John A. Clark, am authorized under the laws of the State of Texas to practice the profession of engineering, and hereby certify that this plat is true and correct to the best of my knowledge.

LJA Engineering & Surveying, Inc.
5316 Highway 290 West
Austin, TX 78735



John A. Clark
John A. Clark
Registered Professional Engineer No. 81398
Date: 6-4-09

TRAVIS COUNTY COMMISSIONERS' COURT RESOLUTION

In approving this plat, the Commissioners Court of Travis County, Texas, assumes no obligation to build the streets, roads, and other public thoroughfares shown on this plat or any bridges or culverts in connection therewith. The building of all streets, roads, and other public thoroughfares shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares or in connection therewith, is the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Travis County, Texas.

The owner(s) of the subdivision shall construct the subdivision's street and drainage improvements (the "improvements") to County Standards in order for the County to accept the public improvements for maintenance or to release Fiscal Security posted to secure private improvements. To secure this obligation, the owner(s) must post fiscal security with the county in the amount of the estimated cost of the improvements. The owner(s) obligation to construct the improvements to County Standards and to post the Fiscal Security to secure such construction is a continuing obligation binding on the owners and their successors and assigns until the public improvements have been accepted for maintenance by the county, or the private improvements have been constructed and are performing to County Standards.

The authorization of this plat by the Commissioners Court for filing or the subsequent acceptance for maintenance by Travis County, Texas, of roads and streets in the subdivision does not obligate the County to install street name signs or erect traffic control signs, such as speed limit, stop signs, and yield signs, which is considered to be part of the Developer's construction.

STATE OF TEXAS)
COUNTY OF TRAVIS)

I, Dana DeBeauvoir, Clerk of the County Court of Travis County, Texas, do hereby certify that on the _____ day of _____ 20____ A.D., the Commissioners' Court of Travis County, Texas passed an order authorizing the filing for record of this plat and that said order was duly entered in the minutes of said Court.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT of said County, the _____ day of _____ 20____ A.D.

Dana DeBeauvoir, County Clerk, Travis County, Texas

Deputy

STATE OF TEXAS)
COUNTY OF TRAVIS)

I, Dana DeBeauvoir, Clerk of Travis County, Texas do hereby certify that the foregoing instrument of Writing and its Certificate of Authentication was filed for record in my office on the _____ day of _____ 20____ A.D., at _____ o'clock _____ M., and duly recorded on the _____ day of _____ 20____ A.D., at _____ o'clock _____ M., of said County and State in Document No. _____ Official Public Records of Travis County.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK of said County the _____ day of _____ 20____ A.D.

Dana DeBeauvoir, County Clerk, Travis County, Texas

Deputy

SHEET 4 OF 5

FILE: J:\PROJECTS\AK08\0115\RESUBMINS\PLAT.LWG	
A02-011-3UB3.CRO	
JOB NO: 0408-015-00-001	DRAWN BY: CLW
DATE: 04-07-2009	CHECKED BY: JCN
SCALE: 1"=100'	REVISED: 06-03-09

terra firma LAND SURVEYING

1701 Directors Boulevard, Suite 400, Austin, Texas 78744 912/238-8274 Fax 912/648-2288

REVISED PLAT OF LOTS 53-56 & 103,
BLOCK A AND LOTS 5-9, 13 & 14, BLOCK C,
THE RESERVE AT LAKE TRAVIS

C4

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, June 30, 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 June 16, 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 JUNE 16, 2009

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 16th day of June 2009, the Commissioners' Court convened the Voting Session at 9:12 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Three Commissioner Karen Huber was not present during this Voting Session.

The Commissioners Court retired to Executive Session at 11:13 AM.

The Commissioners Court reconvened the Voting Session at 12:20 PM.

The Commissioners Court recessed the Voting Session at 12:20 PM.

The Commissioners Court reconvened the Voting Session at 1:38 PM.

The Commissioners Court adjourned the Voting Session at 2:01 PM.

CITIZENS COMMUNICATION

Members of the Court heard from: Ronnie Gjemre, Travis County Resident; Cecil Drake, Drake Communications Inc.; Gus Peña, Travis County Resident; Maurice Priest, Travis County Resident; Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD); and Jennifer Brinlee, Onsite Representative; United Healthcare. (9:12 AM)

CONSENT ITEMS

Members of the Court heard from: Ronnie Gjemre, Travis County Resident; and Cyd Grimes, Travis County Purchasing Agent.

Motion by Commissioner Davis **and seconded by** Judge Biscoe to approve the following Consent Items: C1-C5 and Items 5.A&B, 6, 7.A&B, 8, 9, 11, 12.A&B, 13.A&B, 14.A&B, 15.A-C, 17.A&B, 19, 20, 21, 23, 24, 25, 26, 28, and 31. (9:26 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	absent
Precinct 4, Commissioner Margaret J. Gómez	absent

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE SETTING A PUBLIC HEARING DATE ON JUNE 30, 2009 TO RECEIVE COMMENTS REGARDING A PROPOSED STREET NAME ASSIGNMENT FOR A PRIVATE EASEMENT TO BE KNOWN AS "BOUNTIFUL PLACE" OFF NOACK HILL ROAD NEAR STATE HIGHWAY 71 WEST. (COMMISSIONER HUBER)
- C3. APPROVE SETTING A PUBLIC HEARING ON JUNE 30, 2009 TO RECEIVE COMMENTS REGARDING A REQUEST TO TEMPORARILY CLOSE IMPERIAL DRIVE NORTH AND COLFAX DRIVE IN PRECINCT ONE FOR DRAINAGE IMPROVEMENTS BEGINNING ON OR ABOUT JULY 13, 2009 AND CONTINUING THROUGH APRIL 9, 2010 OR UNTIL CONSTRUCTION IS COMPLETED. (COMMISSIONER DAVIS)
- C4. APPROVE SETTING A PUBLIC HEARING DATE ON JULY 7, 2009 TO RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A 25-FOOT BY 194.01 FOOT (0.11 ACRE) DRAINAGE EASEMENT AS RECORDED IN VOLUME 12390, PAGE 558 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS LOCATED ACROSS A PORTION OF LOT 5, BLOCK A, PALEFACE RANCH, SUBDIVISION, SECTION 2B AS RECORDED IN BOOK 95, PAGE 86 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. (COMMISSIONER HUBER)
- C5. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF JUNE 2, 2009.

RESOLUTIONS AND PROCLAMATIONS

1. APPROVE PROCLAMATION RECOGNIZING THE 20TH ANNUAL "JUNETEENTH – EMANCIPATION DAY" CELEBRATION TO BE HELD ON THURSDAY, JUNE 18, 2009. (JUDGE BISCOE AND COMMISSIONER DAVIS) (9:29 AM)

Members of the Court heard from: Cheryl Brown, Executive Assistant, County Judge's Office; Feli Chavez-Burleson, Executive Assistant, County Commissioner Precinct 1 Office; Nyralin Kline, Project Manager I, Information and Telecommunications Systems (ITS); Sue Spears, Administrative Assistant, County Commissioner Precinct 1 Office; Donald Rollack, Purchasing Agent Assistant, Purchasing; and Chris Fanuel, Executive Assistant, Commissioner Precinct 1 Office.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 1.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	absent

2. APPROVE PROCLAMATION RECOGNIZING KATY JOHNSON, KILEY BATJER AND KATIE GLEGHORN FOR THEIR WORK AS ASSOCIATES IN THE INTERGOVERNMENTAL RELATIONS OFFICE DURING THE REGULAR SESSION OF THE 81ST TEXAS LEGISLATURE. (COMMISSIONER ECKHARDT) (1:47 PM)

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer; Katie Gleghorn, Intern, Intergovernmental Office (IGR); Katy Johnson, Intern, IGR, and Kiley Batjer, Intern, IGR.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve all three Resolutions in Item 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	absent

PLANNING AND BUDGET DEPT. ITEMS

3. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:44 AM)

Clerk's Note: The Court discussed the following Staff recommended changes:

- Amendment Item A2 - the line item needs to be changed from 4801 (utilities) to 6102 (lease savings);
- Amendment Item A3 – needs to be approved so that Item 16 can be funded;
- Transfer Item T1 – needs to be approved so that Item 22 can be funded;
- Discussion Item D1 – to put the pilot project for bilingual stipend on hold; and,
- Discussion Item D2 – the amount needs to be changed from \$5,980.00 to \$1,820.00, to pay for the training already done relating to the bilingual stipend.

Members of the Court heard from: Leroy Nellis, Budget Manager, Planning and Budget Office (PBO); Diana Ramirez, Budget Analyst, PBO; Katie Peterson, Budget Analyst, PBO; Rodney Rhoades, Executive Manager, PBO; Travis Gatlin, Budget Analyst, PBO; Linda Moore Smith, Director, Human Resources Management Department (HRMD); Carlotta Valdez Leavy, Senior HR Analyst, HRMD; and Alicia Perez, Executive Manager, Administrative Operations.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 3, with all those changes included.

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	absent
Precinct 4, Commissioner Margaret J. Gómez	absent

Clerk's Note: Discussion Item D1 is to be reposted as a discussion Item for the June 30, 2009 voting session.

AT 1:30 P.M.

4. CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS, SERIES 2009, IN THE AGGREGATE PRINCIPAL AMOUNT OF APPROXIMATELY \$34,200,000; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO. (1:38 PM)

Members of the Court heard from: Ladd Pattillo, Travis County Financial Adviser; Don Gonzalez, Director, Estrada and Hinojosa; Glenn Opel, Bond Counsel, Vinson and Elkins.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve all the things we need to do covered by this item.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

5. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:26 AM)

- A. NEW GRANT APPLICATION TO U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE FOR THE MENTAL HEALTH PUBLIC DEFENDERS OFFICE TO RECEIVE AMERICAN RECOVERY AND REINVESTMENT ACT FUNDS FOR AN ADDITIONAL CASE WORKER AND AN ATTORNEY; AND
- B. GRANT CONTRACT WITH THE TEXAS DEPARTMENT OF AGRICULTURE FOR JUVENILE PROBATION TO CONTINUE PARTICIPATION IN THE NATIONAL SCHOOL LUNCH AND BREAKFAST PROGRAMS.

Clerk's Note: Items 5.A&B 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 \$358,482.12 FOR THE PERIOD OF MAY 29 TO JUNE 4, 2009. (9:26 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 THE FOLLOWING:
(9:26 AM)

A. PROPOSED ROUTINE PERSONNEL AMENDMENTS; AND

B. REQUEST FROM TRAVIS COUNTY SHERIFF'S OFFICE FOR A REVISION TO THE APPROVED PERSONNEL AMENDMENTS ON JANUARY 6, 2009 TO INCLUDE NON-ROUTINE SALARY ADJUSTMENT, TRAVIS COUNTY CODE CHAPTER 10.03002, GENERAL OVERVIEW FOR DETERMINING PAY POLICY.

Clerk's Note: Items 7.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. CONSIDER AND TAKE APPROPRIATE ACTION ON APPLICATION FOR AMERICAN RECOVERY AND REINVESTMENT ACT ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANTS-FORMULA GRANT TO USE FOR ENERGY EFFICIENCY IMPROVEMENTS TO THE EXECUTIVE OFFICE BUILDING HVAC SYSTEM AND FISCAL YEAR 2010 BUDGET CONSIDERATIONS. (9:26 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM BEN HUR SHRINERS AUSTIN CIRCUS SPECTACULAR TO USE THE EXPOSITION CENTER SHOW BARN, GROUNDS, LUEDECKE ARENA, SKYLINE CLUB AND BANQUET HALL FOR PERIOD OF NOVEMBER 13 THROUGH 15, 2009. (9:26 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO USE PARKING LOT AND COMFORT FACILITIES AT PALM SCHOOL ON JULY 4, 2009 FROM 4:00 P.M. TO 8:00 P.M. (9:41 AM) (11:13 AM) (2:01 PM)

Members of the Court heard from: Mary Etta Gerhardt, Assistant County Attorney.

Clerk's Note: Judge Biscoe announced that Item 10 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: Tenley Aldredge, Assistant County Attorney

Discussion only. No formal action taken.

Item 10 to be reposted June 23, 2009.

PURCHASING OFFICE ITEMS

11. DECLARE LISTING OF CERTAIN EQUIPMENT AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (9:26 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 INSULATION SERVICES, IFB NO. B090202NB, TO THE FOLLOWING QUALIFIED LOW BIDDERS: (9:26 AM)

- A. EFFECTIVE ATTIC SYSTEMS - PRIMARY CONTRACTOR; AND
- B. ENERGY MANAGEMENT SERVICES - SECONDARY CONTRACTOR.

Clerk's Note: Items 12.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. A. DECLARE TWO AMBULANCES AS SURPLUS PROPERTY PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE; AND

- B. DONATE ONE AMBULANCE TO EMERGENCY SERVICES DISTRICT NO. 2 AND DONATE ONE AMBULANCE TO EMERGENCY SERVICES DISTRICT NO. 3, PURSUANT TO SECTION 263.152(A)(4)(B)(C) OF THE TEXAS LOCAL GOVERNMENT CODE. (9:26 AM)

Clerk's Note: Items 13.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. APPROVE CONTRACT AWARD FOR COMMERCIAL MOVING AND STORAGE SERVICES, IFB NO. B090231NB, TO THE FOLLOWING LOW BIDDERS: (9:26 AM)

- A. GRABEL/SAN ANTONIO MOVERS INC. - PRIMARY CONTRACTOR; AND
- B. MOVE SOLUTIONS LTD. - SECONDARY CONTRACTOR.

Clerk's Note: Items 14.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. APPROVE CONTRACT AWARDS FOR AUTOMOTIVE OEM PARTS AND MAINTENANCE LABOR, IFB NO. B090240LD, TO THE LOWEST BIDDERS: (9:26 AM)

- A. COVERT CHEVROLET, LINE ITEMS 1, 2 AND 3;
- B. COVERT FORD, LINE ITEMS 4 AND 5; AND
- C. SOUTH POINT DODGE, LINE ITEMS 6, 7, 8 AND 9.

Clerk's Note: Items 15.A-C approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. APPROVE MODIFICATION NO. 10 TO CONTRACT NO. PS070232DG, MWM DESIGN GROUP, FOR ADDITIONAL PROFESSIONAL SURVEYING SERVICES AT FM 969. (10:10 AM)

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 16.

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	absent
Precinct 4, Commissioner Margaret J. Gómez	absent

17. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING CONTRACTS: (9:26 AM)

- A. CONTRACT NO. PS090257VR, KIDS FIRST HOUSTON LLC D/B/A KIDS IN TOUCH, FOR PROFESSIONAL VISITATION SERVICES; AND
- B. CONTRACT NO. PS090263VR, DIANA GARZA LOUIS D/B/A RIO GRANDE COUNSELING CENTER, FOR THE DOMESTIC RELATIONS OFFICE FOR PROFESSIONAL VISITATION SERVICES.

Clerk's Note: Items 17.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. APPROVE CONTRACT AWARD FOR CONSTRUCTION SERVICES FOR THE NUCKOLS CROSSING SAFETY IMPROVEMENTS PROJECT, IFB NO. B090249LP, TO THE LOW BIDDER, CAPITAL EXCAVATION COMPANY. (10:12 AM)

Clerk's Note: The Court heard a request from Staff that the construction project be funded from 1997 Bond Program savings.

Members of the Court heard from: Steve Manilla, Director, Public Works, Transportation and Natural Resources (TNR).

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 18.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	absent

Clerk's Note: By approving Item 18 the Court indicated that the project will be funded from the 1997 Bond Program savings.

19. APPROVE CONTRACT AWARD FOR HVAC REPLACEMENT AT 2501 SOUTH CONGRESS AVE., IFB NO. B090248DG, TO THE LOW BIDDER, THERMAL MECHANICAL CONTRACTORS INC. (9:26 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. APPROVE CONTRACT AWARD FOR ARMORED CAR SERVICE, IFB NO. B090250RG, TO THE QUALIFIED LOW BIDDER, TRIPLE D SECURITY.

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. APPROVE PURCHASE OF DATAFLUX SOFTWARE LICENSE AND MAINTENANCE SERVICES FROM TEXAS DEPARTMENT OF INFORMATION RESOURCES THROUGH EXECUTIVE INFORMATION SYSTEMS, LLC. (9:26 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON A REIMBURSEMENT AND JOINT USE AGREEMENT WITH AUSTIN ENERGY TO FACILITATE THE CONSTRUCTION OF THE COUNTY'S HEATHERWILDE BOULEVARD-WELLS BRANCH PARKWAY PROJECT, IN PRECINCT ONE. (COMMISSIONER DAVIS) (9:26 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

26. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ACCEPT DONATION OF AN ELECTRIC MUSICAL ORGAN FROM A PRIVATE INDIVIDUAL FOR THE WEST RURAL COMMUNITY CENTER. (9:26 AM)

Clerk's Note: Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 27. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS RELATED TO PLANNING FOR AND THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: (10:13 AM)
 - A. RECEIVE UPDATE ON THE CURRENT PROJECTS AND TIMELINESS;
 - B. RECEIVE RESULTS OF THE NEEDS IDENTIFICATION FROM THE SPRING PUBLIC ENGAGEMENT PROCESS;
 - C. REQUEST TO APPROVE THE POTENTIAL PROJECTS FOR THE PROGRAM YEAR 2009 ACTION PLAN; AND
 - D. OTHER RELATED ITEMS.

Clerk's Note: Items 27.A-D are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS); Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); and Gus Peña, Travis County Resident.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 27.C.

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	absent
Precinct 4, Commissioner Margaret J. Gómez	absent

Items 27.A&B were discussion only.

Item 27.D was not discussed.

OTHER ITEMS

- 28. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:26 AM)

Clerk's Note: Item 28 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 29. CONSIDER AND TAKE APPROPRIATE ACTION ON LEASE AGREEMENT BETWEEN MF AUSTIN RIDGE, LLC AND PB AUSTIN RIDGE, LLC AND TRAVIS COUNTY, TEXAS FOR THE COUNTY'S PARTICIPATION ON THE CHILD PROTECTION TEAM. (10:38 AM)

Members of the Court heard from: LaRu Woody, Director, Family Justice Division, Travis County District Attorney's Office; Paul Knight, Captain, Travis County Sheriff's Office (TCSO); and Ronnie Gjemre, Travis County Resident.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve Item 29.

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	absent
Precinct 4, Commissioner Margaret J. Gómez	absent

- 30. RECEIVE UPDATE ON TRAVIS COUNTY RESPONSE TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUNDING OPPORTUNITIES, INCLUDING PARTICIPATION IN INTERGOVERNMENTAL COORDINATION EFFORTS WITH OTHER POLITICAL SUBDIVISIONS IN THE CENTRAL TEXAS REGION. (10:44 AM)

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer; Sherri Fleming, Executive Manager, TCHHS&VS; and Rodney Rhoades, Executive Manager, PBO.

Discussion only. No formal action taken.

- 31. CONSIDER AND TAKE APPROPRIATE ACTION ON RENEWAL BOND FOR VISITING JUSTICE OF THE PEACE, KEVIN S. MADISON. (9:26 AM)

Clerk's Note: Item 31 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of 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

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

- 32. **REVISED LANGUAGE:** RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING **CLAIMS BY JOHN STRICKLAND, JR. FOR DAMAGES AT 12717 BULLICK HOLLOW ROAD, AUSTIN, TEXAS 78726.** ¹ (11:13 AM) (1:57 PM)

Clerk's Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis that we reject the claim.

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	absent
Precinct 4, Commissioner Margaret J. Gómez	absent

35. CONSIDER AND TAKE APPROPRIATE ACTION ON AN OFFER TO SELL TEMPORARY EASEMENT RIGHTS TO TRAVIS COUNTY FOR USE OF LAND IN THE UPCOMING RECONSTRUCTION OF A COUNTY BRIDGE LOCATED ON FUCHS GROVE ROAD IN PRECINCT ONE. (COMMISSIONER DAVIS) ² (11:13 AM) (1:58 PM)

Clerk's Note: Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.072, Real Property.

Motion by Commissioner Davis **and seconded by** Judge Biscoe that we accept the offer of \$3,900.00 for the easement on Fuchs Grove Road, and also that permanent and temporary fences will be placed in this area but done by the owner.

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	absent
Precinct 4, Commissioner Margaret J. Gómez	absent

36. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION REGARDING ISSUES RELATED TO NOVATION OF LICENSE AGREEMENT FOR OPERATION OF MANCHACA COMMUNITY CENTER LOCATED AT 1310 FM 1626. ^{1 AND 2} (11:13 AM) (1:58 PM)

Clerk's Note: Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt that we approve the proposed contract that Mr. Vogel has signed already; that we have this matter back on the Court's agenda next week, June 23, 2009, for further discussion.

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	absent
Precinct 4, Commissioner Margaret J. Gómez	absent

- 37. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION ON PREVAILING WAGE RATE COMPLAINT RECEIVED FROM SUBCONTRACTOR/EMPLOYEE PERFORMING WORK ON ADDITIONS AND ALTERATIONS TO THE TRAVIS COUNTY CORRECTIONAL COMPLEX PROJECT. ¹ (11:13 AM) (1:59 PM)

Clerk's Note: Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: Tenley Aldredge, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis that we direct the Travis County Purchasing Office to work with the County Attorney to draft a letter to Faulkner USA and its sub-contractor Double H Homes, LLC requiring them 1) to make restitution to the Double H Homes LLC workers who were not paid prevailing wages; that this action be provided no later than August 1, 2009; and 2) that the County be provided written verification that restitution has been made in full; further, that this communication indicate that if the wages are not paid as required by law, then the County will consider seriously, withholding the amount necessary to make the workers whole, and/or impose an appropriate penalty as required by law immediately after August 1, 2009.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	absent



Travis County Commissioners Court Agenda Request

Meeting Date: June 30, 2009

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF GREG JOHNSTON TO EMERGENCY SERVICES BOARD #1.

C. Sponsor: Karen Huber
County Commissioner or County Judge

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COUNTY JUDGE'S OFFICE
09 JUN 23 PM 4:22

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

Danny Hobby, Emergency Services	854-4116

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.

Travis County Commissioners Court Agenda Request

Meeting Date: June 30, 2009

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF LILLIAN AARON TO EMERGENCY SERVICES BOARD #1.

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C. Sponsor: *Karen Huber*
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

Danny Hobby, Emergency Services	854-4116

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.

C6



Travis County Commissioners Court Agenda Request

Meeting Date: June 30, 2009

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF ART MAPLE TO EMERGENCY SERVICES BOARD #4.

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COUNTY JUDGE'S OFFICE
9 JUN 23 PM 4:22

C. Sponsor: Karen Huber
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

Danny Hobby, Emergency Services	854-4116

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.

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

09 JUN 23 AM 10:10

Work Session _____ Voting Session June 30, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on the following items related to an application for Neighborhood Stabilization 2 (NSP 2) funds available through the American Recovery and Reinvestment Act:
 - A. Review and consider an application to the U.S. Department of Housing and Urban Development (HUD) for NSP 2 funds.
 - B. Approve the planned program information for public comment related to the use of NSP 2 funds available through HUD.
 - C. Authorize the advertising of a public hearing on July 7, 2009.

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.



Agenda Memo

To: Board of Directors
From: Miguel Gonzalez, Sr. Financial Analyst
Date: 06/22/2009
Re: NSP 2 Application Consideration

Proposed Motion:

Consider and take appropriate action on the following items related to an application for Neighborhood Stabilization Program 2 (NSP 2) funds available through the American Recovery and Reinvestment Act:

- A. Review and consider application to the U.S. Department of Housing and Urban Development (HUD) for NSP 2 Funds.
- B. Approve the planned program information for public comment related to the use of NSP 2 funds available through HUD.
- C. Authorize the advertising of a public hearing on July 7, 2009.

NSP 2 Program Key Points

Funding Source: American Recovery and Reinvestment Act - HUD

Purpose: Stabilize neighborhoods that are experiencing high rates of foreclosed and abandoned homes

Minimum "Ask" Amount: \$5 Million over a 3 year program period

Match Requirement: None

Administrative Costs: The grant includes a 10% Admin. Fee. (\$5,000,000 x 10% = \$500,000)
(used to cover costs to administer grant and hire a qualified HUD consultant)

Citizen Comment Period: July 3 2009 – July 13, 2009

Public Hearing: July 7, 2009

Application Deadline: July 17, 2009

Expected Award Date: December 2009

NSP 2 Application Analysis

NSP 2 is part of the American Recovery and Reinvestment Act "ARRA", and has a total national funding of \$1.93 Billion. Unlike NSP 1, HUD made no direct allocations to entitlement jurisdictions or states; instead all entities must apply on a competitive basis.

Application Requirements.

HUD has set a high threshold to qualify as an applicant. The minimum application request must be for \$5 Million, 100-housing units, and a 3-year program period. The application deadline is July 17, 2009 after which HUD will take 6 months to review. All applicants must have completed at least 75 units of production

for the NSP-eligible-use they are applying for (i.e. down payment assistance). TCHFC meets the applicant threshold.

TDHCA's Application to HUD.

Texas Department of Housing and Community Affairs (TDHCA) anticipates applying to HUD for a "balance of state" application for NSP 2 funds. TDHCA feels that because of HUD's high applicant threshold, many rural areas in Texas with high foreclosures rates would not be qualified to apply. In a "round table" held yesterday with TDHCA, it was stated that TDHCA would not compete against local jurisdictions in their application to HUD.

Application Options.

TCHFC could apply directly to HUD for a \$5 Million allocation or apply later to TDHCA for a portion of their NSP 2 funds.

1. Apply directly to HUD.

The benefit of applying directly to HUD is that TCHFC would keep the 10% administration fee (\$500,000) included in NSP 2. If applied through TDHCA the maximum administration fee TCHFC could receive is 5%. Another benefit is that NSP 2 funds may be available sooner by only having to go through one bureaucracy.

2. Apply to TDHCA.

The benefit of applying to TDHCA is shared liability and interaction with a familiar and smaller bureaucracy. The downside is decreased funds for program/administration activities and increased delays in receiving NSP 2 funds.

3. Apply directly to HUD, if unsuccessful, consider an application to TDHCA.

4. Do not pursue NSP 2 funding.

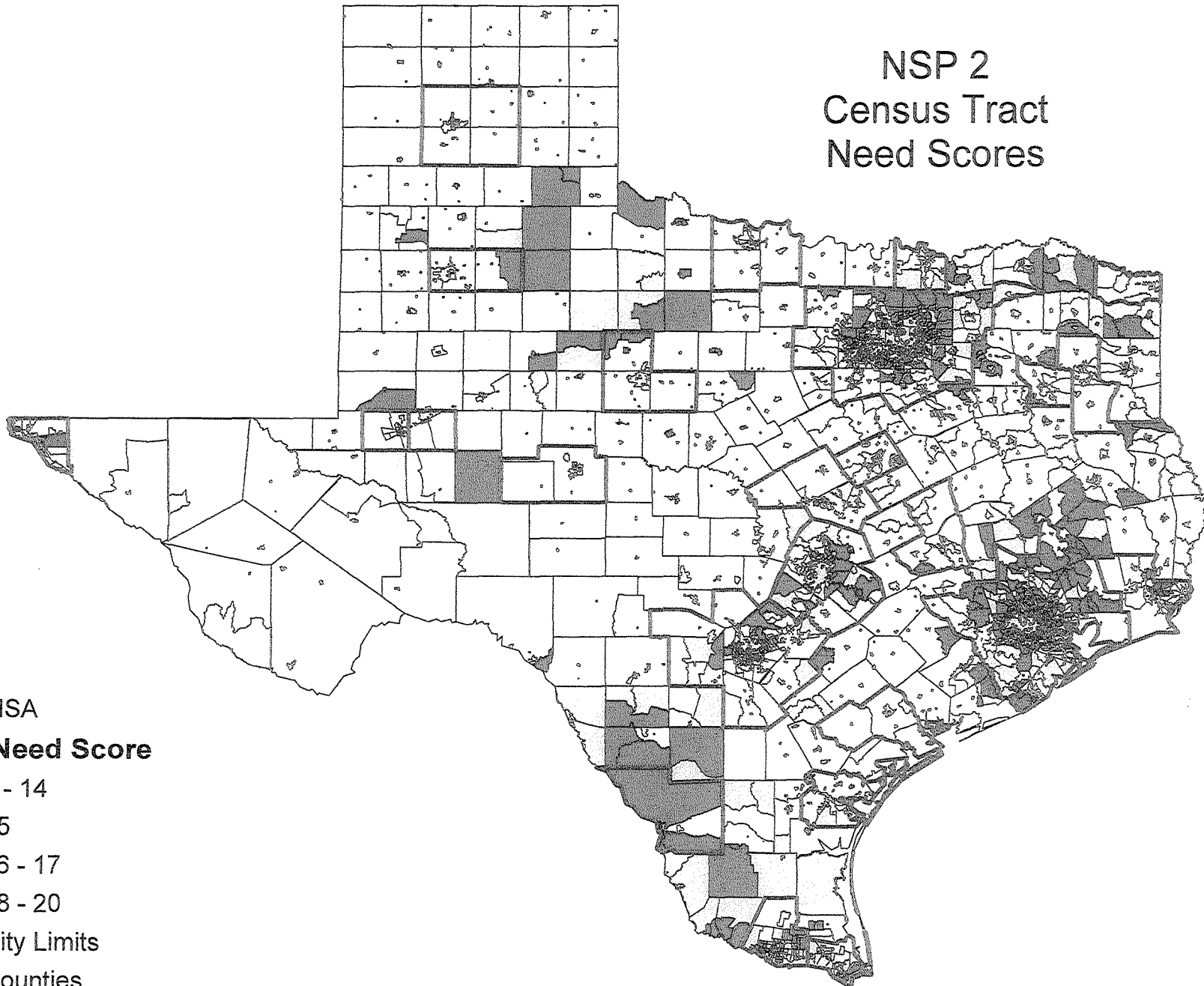
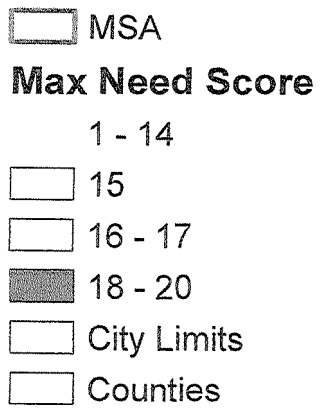
Travis County has sufficient need to warrant a direct application to HUD. Such an undertaking would require TCHFC to build up additional capacity to implement NSP 2.

Attachments:

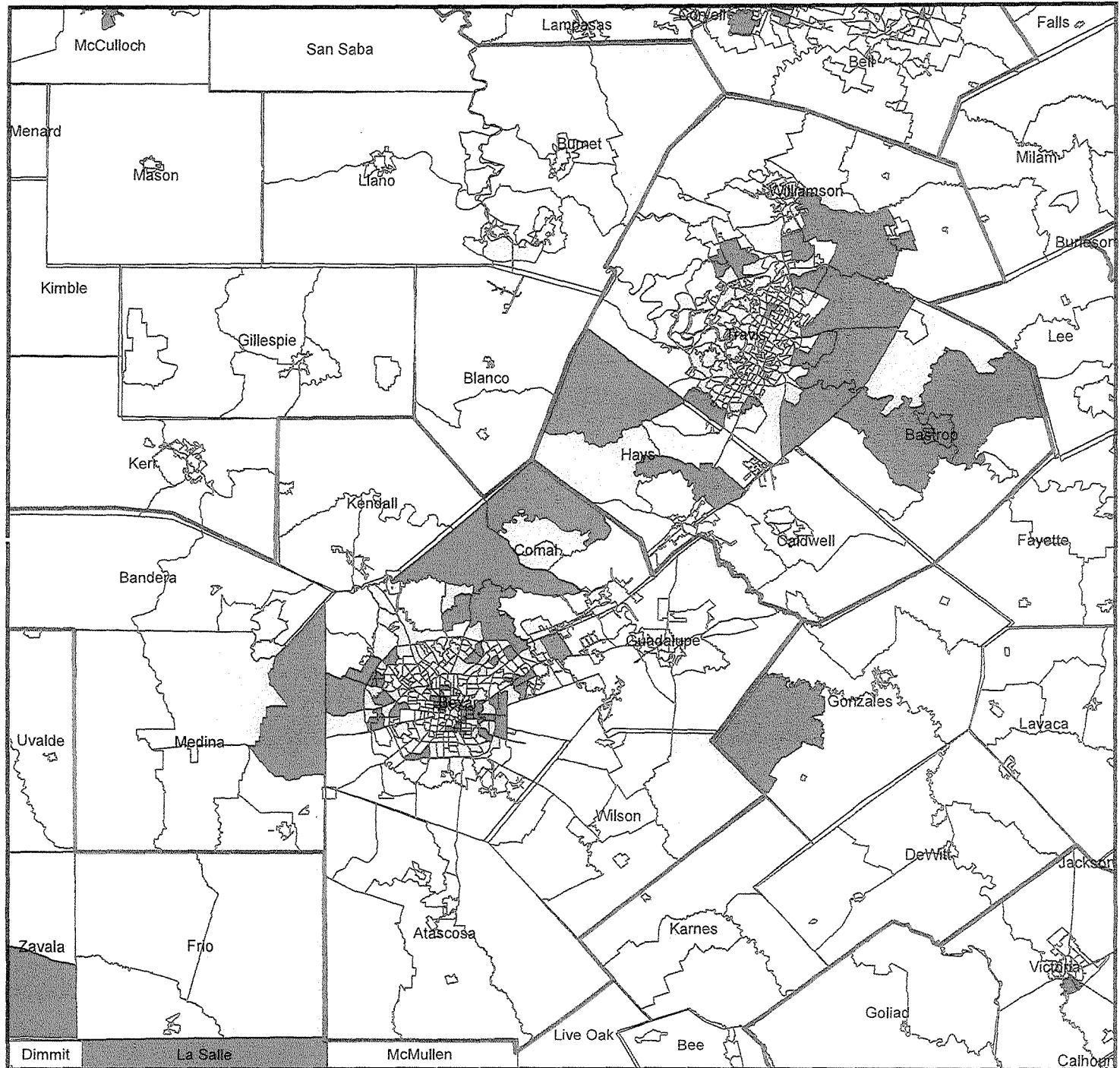
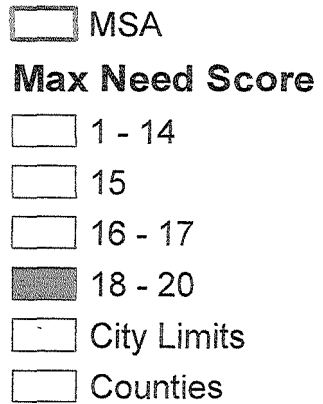
1. NSP 2 Census Tract Need Scores – Texas
2. NSP 2 Census Tract Need Scores – Austin/San Antonio
3. Announcement Requesting Citizen Comments
4. Notice Requesting Citizen Comments

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
Harvey Davis, Manager
Deece Eckstein

NSP 2 Census Tract Need Scores



NSP 2 Census Tract Need Scores Austin San Antonio





NOTICE REQUESTING CITIZEN COMMENTS FOR Neighborhood Stabilization Program 2 (NSP 2) Funds

Summary

The Travis County Housing Finance Corporation (TCHFC) is considering applying for \$5,000,000 in Neighborhood Stabilization Program 2 (NSP 2) funds made available from the American Recovery and Reinvestment Act of 2009. The funds must work to stabilizing neighborhoods whose viability has been and continues to be damaged by the economic effects of properties that have been foreclosed upon and abandoned.

In order to apply and to receive these funds from the U.S. Department of Housing and Urban Development (HUD), the TCHFC must submit a completed application to HUD before July 17, 2009. The Travis County Housing Finance Corporation is requesting citizen comments on our proposed application for Neighborhood Stabilization Program 2 (NSP2) funds. Comments are solicited on project scope, implementation and its effects on residents.

Comment Period and Draft Document

Comments will be accepted for 10 days beginning July 3, 2009 at 8:00 a.m. and ending July 13, 2009 at 5:00 p.m. Beginning July 3, 2009, a draft of the application and program plan will be available for download on the TCHFC page http://www.co.travis.tx.us/housing_finance/default.asp or available at the following Travis County Community Centers:

South Rural Community Center – 3518 FM 973, Del Valle
Travis County Community Center – 15822 Foothills Farm Loop, Bldg D, Pflugerville
East Rural Community Center – 600 W. Carrie Manor, Manor

Providing Your Comments

You can mail your comments to:

Travis County Housing Finance Corporation
314 W. 11th Street, Suite 540
Austin, Texas 78701

You can email your comments to:

Miguel.gonzalez@co.travis.tx.us

You can provide comments via website form by visiting:

http://www.co.travis.tx.us/housing_finance/default.asp

Further information can be obtained by contacting Miguel Gonzalez at 512.854.4399. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this comment period should notify Miguel Gonzalez at least three days prior to the closing of the comment period.



ANNOUNCEMENT REQUESTING CITIZEN COMMENTS FOR Neighborhood Stabilization Program 2 (NSP 2) Funds

Travis County Housing Finance Corporation (TCHFC) invites the public to comment on the proposed planned program for Neighborhood Stabilization Program 2 (NSP 2) funds available through the Recovery Act.

You can comment by attending a public hearing on July 7, 2009 or by submitting your comments in writing from July 3, 2009 through July 13, 2009.

To learn about the time and location of the public hearing or instructions for submitting comments visit TCHFC website

http://www.co.travis.tx.us/housing_finance/
or call Miguel Gonzalez at 512-854-4399.

To request that an American Sign Language or Spanish interpreter be present at any of the hearings, please contact staff at least three business days in advance.

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session June 30, 2009 Executive Session _____
Date Date Date

I. A. Request made by: _____
Elected Official

B. Requested Text: To consider and take appropriate action on requests to pursue the creation of a City/County affordable housing committee.

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 JUN 24 PM 3:26
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COUNTY JUDGE'S OFFICE

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: June 30, 2009

TO: Board of Directors

FROM: Harvey L. Davis, Manager
Miguel Gonzalez, Sr. Financial Analyst



SUBJECT: Creation of a Joint City and County Housing Committee

Summary and Background Information:

The purpose of this item is to discuss the pros and cons of a joint City/County Housing Committee.

The City of Austin and Travis County have active housing programs. Staffs meet and deal with each other regularly. While staffs from both entities interact in a positive manner, there is a desire to cooperate on a more strategic level.

Staff recommends the elected officers of the City of Austin and Travis County each appoint five employees to serve on the committee.

The committee's first charge would be to determine areas of common interest and deliverables for the first year. After a report back to the elected officials, a decision would be made on how the committee proceeds.

The benefits and possible roles of a formal City/County Housing Committee include:

- Has the formal backing of the elected officers;
- Develop affordable housing goals that include a larger area;
- Develop joint policies for how to address public-private partnership proposals;
- Develop joint fees of private activity bond issuance and maintenance;
- Investigate combining homebuyer assistance, tenant-based rental assistance, and other programs that each entity does on its own;
- Investigate opportunities for collaboration and coordination of housing investments;
- Give opportunities for the staffs to learn from each other;
- Develop outreach events so the housing industry, residents, housing non-profits, etc are understand the programs being offered and have the opportunity to make suggestions to City and County staff;
- Invite the two housing authorities to be part of the Committee;

- Possibly invite other incorporated cities, villages and housing finance corporations for future housing planning.

Some of the reasons why a joint Committee might not work out are as follows:

- The needs in the County vs. City might be too separate for significant collaboration;
- The goals of the entities may be so different that joint efforts are not feasible;
- The County may lose some autonomy due to the City receiving significantly more HUD funds;
- Coordination between two elected bodies and their staff may be too cumbersome.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session June 30, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meetings of May 12, May 19, May 26, and June 2, 2009.

Approved by: _____
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, MAY 12, 2009**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, May 12, 2009, at 2:30 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

**1. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING
PROPOSED GNMA CERTIFICATE SALE AND OPTIONAL
REDEMPTION AND PAYMENT OF THE CORPORATION'S SINGLE
FAMILY MORTGAGE REVENUE REFUNDING BONDS SERIES 1997A.**

The Board heard from: Harvey Davis, Manager; Stacy Houston, Morgan Keegan; Cliff Blount, Attorney; Ladd Pattillo, Financial Advisor

Motion: Director Biscoe moved to approve the sale and redemption if the bids allow the Corporation to earn at least \$65,000 net of professional fees and to authorize Harvey Davis to approve the transaction on behalf of the Board.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 2:41 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, MAY 19, 2009**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, May 19, 2009, at 1:42 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE HOME TENANT BASED RENTAL ASSISTANCE CONTRACT NO. 10001101 WITH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS.**

The Board heard from: Harvey Davis, Manager;

Motion: Director Gomez moved to approve the contract.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

2. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE A GRANT AGREEMENT WITH FRAMEWORKS CDC.**

The Board heard from: Harvey Davis, Manager; and Miguel Gonzalez, Sr. Financial Analyst; Rory O'Malley, Frameworks CDC

Motion: Director Gomez moved to the contract.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, MAY 26, 2009**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, May 26, 2009, at 2:06 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Sarah Eckhardt, Vice President, was absent.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE PLAN TO ADVERTISE AND SELECT A CONSULTANT FOR HOMEBUYER ASSISTANCE PROGRAMS.

The Board heard from: Harvey Davis, Manager;

Motion: Director Gomez moved to approve the request.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	absent
Director Huber	yes
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 2:09 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, JUNE 2, 2009**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, June 2, 2009, at 11:50 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE A CONTRACT AMENDMENT WITH TRAVIS COUNTY IN ORDER TO PROVIDE FUNDS TO CONVERT A PART-TIME SENIOR FINANCIAL ANALYST TO FULL-TIME FOR FIVE MONTHS.**

The Board heard from: Harvey Davis, Manager;

Motion: Director Gomez moved to approve the contract amendment.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

2. **CONSIDER AND TAKE APPROPRIATE ACTION ON RESULTS OF FOLLOW-UP COMPLIANCE EXAMINATION OF MOUNTAIN RANCH APARTMENTS PROJECT.**

The Board heard from: Harvey Davis, Manager; and Miguel Gonzalez, Sr. Financial Analyst

Motion: Director Gomez moved to approve the letter to Mt. Ranch and a \$500 invoice.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 11:53 a.m.

Margaret Gomez, Secretary

CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session June 30, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meeting of April 21, 2009.

Approved by: _____
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
HELD ON TUESDAY, APRIL 21, 2009**

A regular meeting of the CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, April 21, 2009, at 11:30 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, and Secretary Ron Davis, Assistant Secretary. Samuel T. Biscoe, President was absent

1. CONSIDER AND TAKE APPROPRIATE ACTION ON MINUTES OF BOARD OF DIRECTORS MEETINGS OF MARCH 10, 2009.

The Board heard from: Harvey L. Davis, Manager

Motion: Director Eckhardt moved to approve the minutes.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	absent
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE PAYMENT TO DELOITTE & TOUCHE LLP FOR AUDIT OF COMPONENT UNIT CORPORATIONS.

The Board heard from: Harvey L. Davis, Manager

Motion: Director Gomez moved to approve the invoice.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	absent
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: The amount is \$54.81.

ADJOURN

The meeting was adjourned at 11:31 a.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE
CORPORATION
HELD ON TUESDAY, APRIL 21, 2009**

A regular meeting of the TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION Board of Directors was held on Tuesday, April 21, 2009, at 11:30 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Margaret Gomez, Secretary. Ron Davis, Assistant Secretary was absent.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON MINUTES OF BOARD OF DIRECTORS MEETINGS OF MARCH 10, 2009.

The Board heard from: Harvey L. Davis, Manager

Motion: Director Eckhardt moved to approve the minutes.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	absent
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE PAYMENT TO DELOITTE & TOUCHE LLP FOR AUDIT OF COMPONENT UNIT CORPORATIONS.

The Board heard from: Harvey L. Davis, Manager

Motion: Director Gomez moved to approve the invoice.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	absent
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: The amount is \$60.82.

ADJOURN

The meeting was adjourned at 11:31 a.m.

Margaret Gomez, Secretary