

Travis County Commissioners Court Agenda Request

7/14/09

Voting Session ~~6/9/09~~  
(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 July 14, 2009, to receive comments regarding a plat for recording in Precinct Three: Amended Plat of Lots 39 & 40, Block A, Waterford on Lake Travis Section 3D Subdivision. (Amended Plat – 1 Lot – 3.21 acres – Watercliffe Drive – No fiscal required – Sewage service to be provided by Travis County M.U.D. #10 – City of Lago Vista 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

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.

Last updated 7-9-99 at 4:51pm



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

### BACK-UP MEMORANDUM

May 21, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director, Development Services

SUBJECT: Amended Plat of Lots 39 & 40, Block A, Waterford on Lake Travis Section 3D Subdivision, Precinct Three

### **PROPOSED MOTION:**

Consider and take appropriate action on:

- A. Approve setting a public hearing date for July 14, 2009, to receive comments regarding a plat for recording in Precinct Three: Amended Plat of Lots 39 & 40, Block A, Waterford on Lake Travis Section 3D Subdivision. (Amended Plat – 1 Lot – 3.21 acres – Watercliffe Drive – No fiscal required – Sewage service to be provided by Travis County M.U.D. #10 – City of Lago Vista ETJ).

### **SUMMARY AND STAFF RECOMMENDATION:**

The property owner of lots 39 and 40 wishes to relocate the common lot line of the existing plat to build a single family residence in the center of the two existing lots, which are platted from Watercliffe Drive. There are no new public or private streets proposed with this amended plat. Parkland dedication or fees in lieu of dedication are not required with this amended plat.

As this plat application meets all Travis County standards, TNR staff recommends approval of the motion.

### **ISSUES AND OPPORTUNITIES:**

As part of the requirements for an amended plat, 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, 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

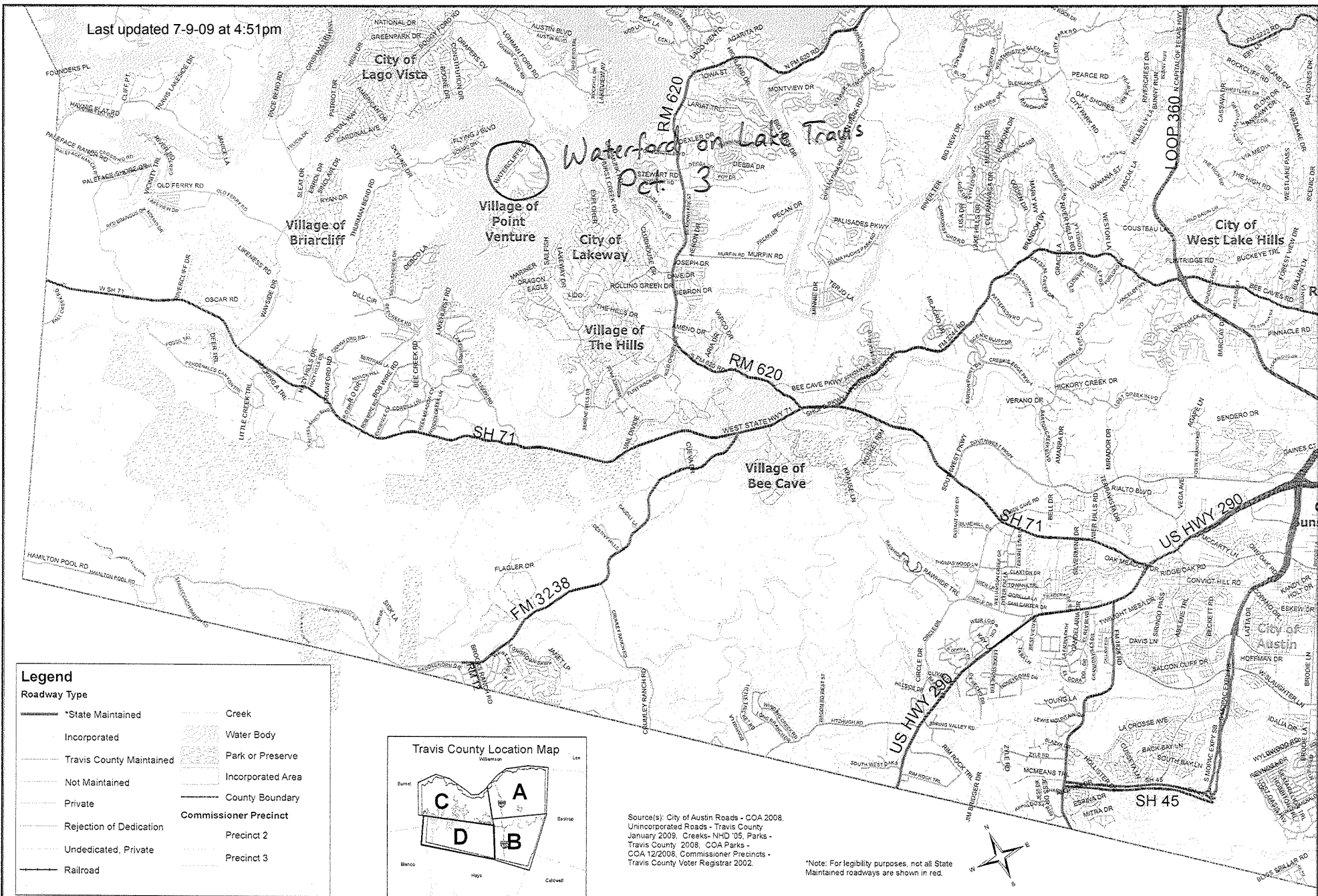
Location map

AMB: mph

1105



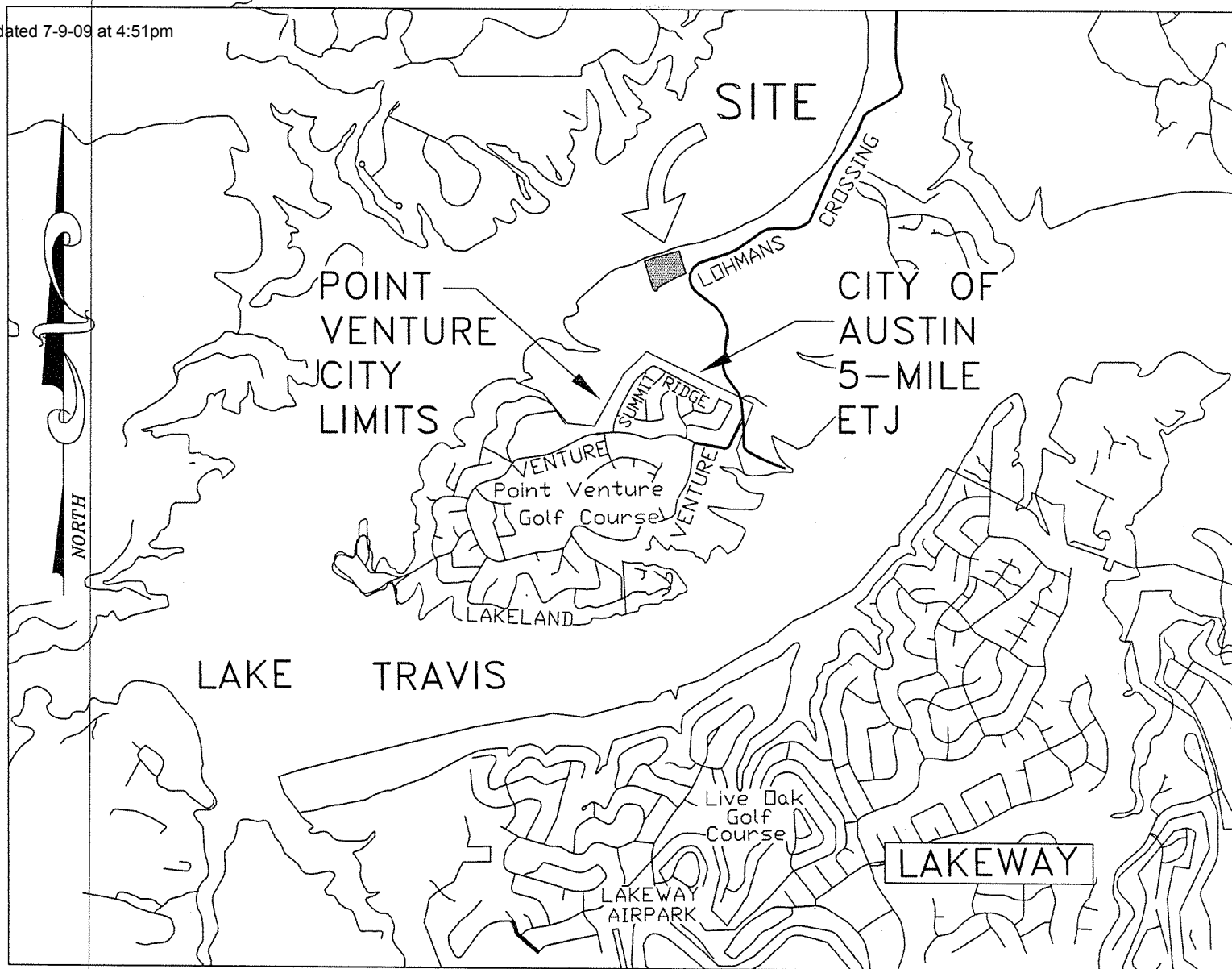
Last updated 7-9-09 at 4:51pm



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

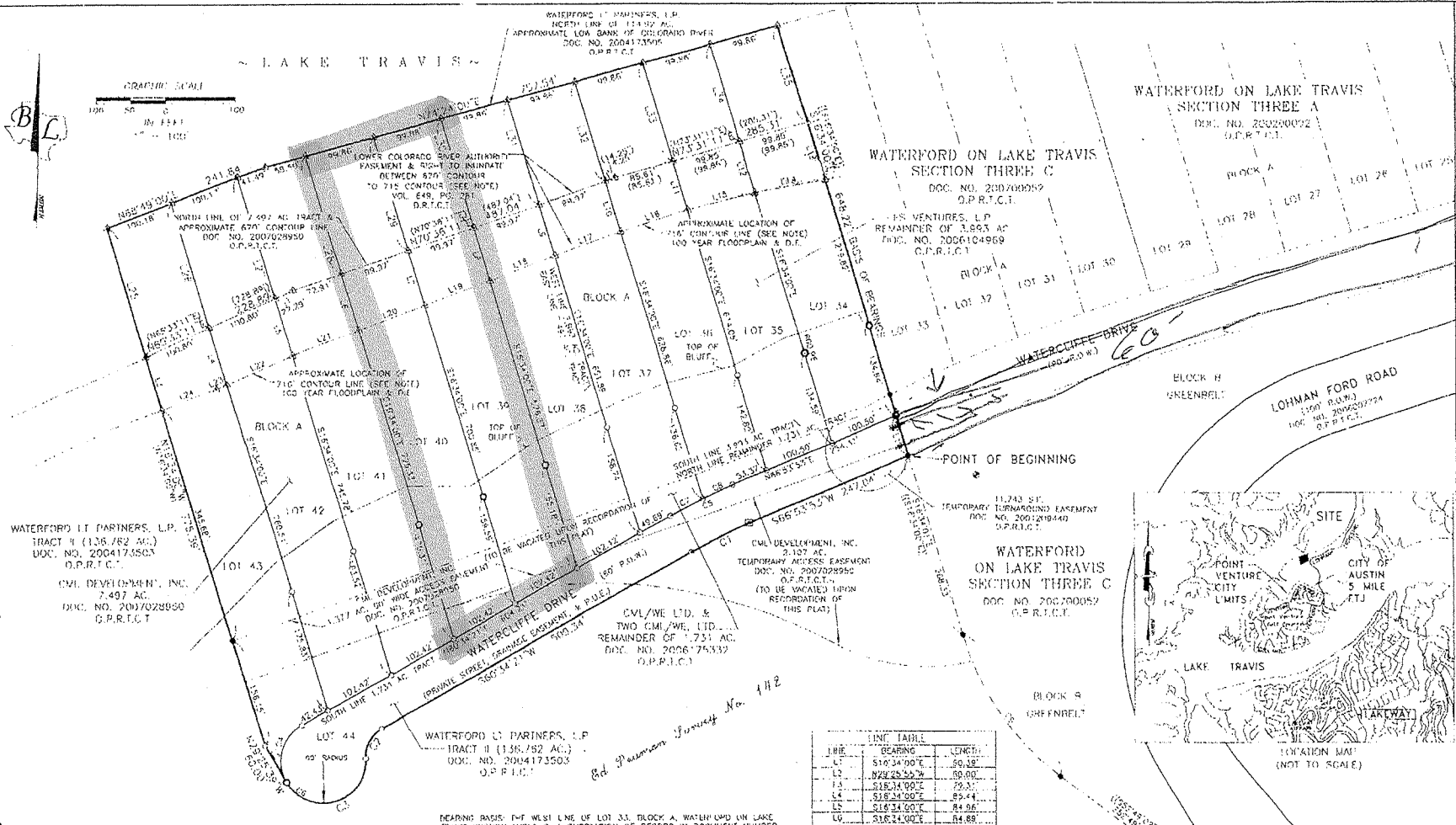
Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 1/7/2009  
http://www.co.travis.tx.us/maps



LOCATION MAP  
WATERFORD ON LAKE TRAVIS  
SECTION 3D  
(NOT TO SCALE)

# EXISTING PLAT

June 4, 2008 \$ 92.00 2008.00170



**LEGEND**

SYMBOL	DESCRIPTION
●	BENCH MARK
▲	CALCULATED POINT
■	CONCRETE MONUMENT SET WITH ALUMINUM CAP "BASELINE INC."
○	1/2" DEBAR SET WITH PLASTIC CAP "BASELINE INC."
●	1/2" HIGH DEBAR FOUNDED "TERRA HUMA", UNLESS OTHERWISE NOTED
●	STEEL NAIL WITH DOR "BASELINE INC."
—	CHAINS FASUREMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
P.R.T.C.	PLAT RECORDS OF TRAVIS COUNTY, TEXAS
R.P.R.T.C.	REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
1	RECORD INFORMATION PER DOC. NO. 2007028860 A 2008104848 O.P.R.T.C.
2	RECORD INFORMATION PER DOC. NO. 2004173503 O.P.R.T.C.
3	RECORD INFORMATION PER DOC. NO. 200200002 O.P.R.T.C.
4	RECORD INFORMATION PER DOC. NO. 2005107741 O.P.R.T.C.
5	RECORD INFORMATION PER DOC. NO. 200700052 O.P.R.T.C.

**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	92.00'	33.67'	83.14°	S62°26'12"W	23.58'
C2	48.00'	50.76'	64.37°	S28°15'40"W	48.11'
C3	60.00'	161.82'	104.30°	S73°11'35"W	177.02'
C4	80.00'	34.40'	30.08°	S15°30'42"W	83.26'
C5	100.00'	59.28'	53.30°	S28°28'47"W	99.74'
C6	80.00'	246.22'	265.41°	S81°44'11"E	102.42'
C7	100.00'	42.43'	234.38°	S82°07'38"W	52.42'
C8	100.00'	47.36'	238.34°	S84°34'10"W	47.36'
C9	200.00'	210.71'	263.37°	S84°34'20"W	245.57'
C10	305.00'	248.00'	263.37°	S84°34'20"W	245.57'

**LINE TABLE**

LINE	BEARING	LENGTH
L1	S10°34'00"E	50.58'
L2	N78°42'52"W	80.00'
L3	S18°34'00"E	75.31'
L4	S18°34'00"E	89.44'
L5	S18°34'00"E	84.96'
L6	S18°34'00"E	84.88'
L7	S18°34'00"E	82.40'
L8	S18°34'00"E	77.94'
L9	S18°34'00"E	77.44'
L10	S18°34'00"E	75.81'
L11	S18°34'00"E	71.94'
L12	S18°34'00"E	72.10'
L13	S18°34'00"E	82.78'
L14	S79°58'32"W	106.46'
L15	S79°58'32"W	99.88'
L16	S70°52'22"W	20.00'
L17	S69°40'48"W	106.66'
L18	S69°11'04"W	106.12'
L19	S69°11'04"W	106.12'
L20	S69°11'04"W	106.12'
L21	S69°11'04"W	106.12'
L22	S69°50'58"W	100.81'
L23	S69°50'58"W	15.99'
L24	N69°41'26"E	84.22'
L25	N18°44'04"W	194.24'
L26	N18°44'04"W	288.48'
L27	N18°44'04"W	162.22'
L28	S18°34'00"E	127.23'
L29	S18°34'00"E	121.11'
L30	S18°34'00"E	165.48'
L31	S18°34'00"E	127.87'
L32	S18°34'00"E	151.62'
L33	S18°34'00"E	148.89'
L34	S18°34'00"E	147.45'
L35	S18°34'00"E	145.82'

**LOT AREA**

LOT NO.	AREA	AC.
31	16,532	1.36
32	80,843	1.39
33	51,000	1.42
34	83,999	1.42
35	66,319	1.62
36	58,757	1.58
37	11,201	1.63
38	75,562	1.68
39	75,700	1.73
40	77,444	1.78
41	85,776	1.81

**WATERFORD ON LAKE TRAVIS SECTION THREE C**

WATERFORD ON LAKE TRAVIS SECTION THREE C	WATERFORD ON LAKE TRAVIS SECTION THREE C	WATERFORD ON LAKE TRAVIS SECTION THREE C
WATERFORD ON LAKE TRAVIS SECTION THREE C	WATERFORD ON LAKE TRAVIS SECTION THREE C	WATERFORD ON LAKE TRAVIS SECTION THREE C

**FINAL PLAT OF WATERFORD ON LAKE TRAVIS SECTION 3D**

**BASLINE LAND SURVEYORS, INC.**  
 PROFESSIONAL LAND SURVEYING SERVICES  
 8333 CROSS PARK DRIVE  
 AUSTIN, TEXAS 78754  
 OFFICE: 512.374.9723 FAX: 512.873.9743  
 ron-baseline@austin.tx.us

**DATE:** May 2, 2008 **BY:** Ron Baseline  
**CHECKED BY:** J. Dale **DATE:** May 2, 2008  
**REVISION 1:** **REVISION 2:** **REVISION 3:**

**SHEET 1 of 3**

AMENDED PLAT OF LOTS 39 AND 40 WATERFORD ON LAKE TRAVIS SECTION 3D


Last updated 7-9-09 at 4:51pm

(TRAVIS COUNTY, TEXAS)

LAKE TRAVIS

SCALE 1"=100'

LEGEND

	CALCULATED POINT
	MAG NAIL FOUND

BENCHMARK IS AN "X" FOUND IN CONCRETE OF AN ELECTRIC TRANSFORMER PAD HAVING AN ELEVATION OF 858.25' MSL (LCRA DATUM, AS NOTED ON PLAT OF WATERFORD ON LAKE TRAVIS SECTION THREE C (DOC. 20070052)

EASEMENT LINE DATA  
(L1) S 69°11'04" W, 100.12'  
(L2) S 69°11'04" W, 100.12'  
(L3) N 70°36'11" E, 89.97'  
(L4) N 70°36'11" E, 89.97'

OWNER'S DEDICATION  
STATE OF TEXAS; COUNTY OF TRAVIS; KNOWN ALL MEN BY THESE PRESENTS:

THAT MICHAEL SKOBLA AND SANDRA SKOBLA, BEING THE OWNERS OF 3.21 ACRES OF LAND AND BEING LOTS 39 & 40, BLOCK A, WATERFORD ON LAKE TRAVIS SECTION 3D, ACCORDING TO MAP OR PLAT RECORDED IN DOCUMENT 200800170, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO US IN DOCUMENT NUMBER 2008112563, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. DO HEREBY AMENDED SAID LOTS 39 & 40 OF WATERFORD ON LAKE TRAVIS SECTION 3D IN ACCORDANCE WITH THE APPLICABLE ORDINANCES OF THE CITY OF LAGO VISTA, TEXAS AND CHAPTERS 212.016 AND 232.009 OF THE TEXAS LOCAL GOVERNMENT CODE; AND THE HEREIN PLAT IS TO BE KNOWN AS "AMENDED PLAT OF LOTS 39 AND 40, BLOCK A, WATERFORD ON LAKE TRAVIS SECTION 3D".

WITNESS MY HAND, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2009 A.D.

MICHAEL SKOBLA  
22474 KMIER ROAD  
HEMPSTEAD, TX 77445

SANDRA SKOBLA  
22474 KMIER ROAD  
HEMPSTEAD, TX 77445

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHAEL SKOBLA AND SANDRA SKOBLA, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SWORN AND SUBSCRIBED TO THIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2009, A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY  
MY COMMISSION EXPIRES: \_\_\_\_\_

THIS SUBDIVISION IS WITHIN THE ETJ OF LAGO VISTA, TEXAS AS OF THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LAGO VISTA, TEXAS AND IS HEREBY APPROVED. THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

CHAIRMAN, PLANNING AND ZONING COMMISSION  
CITY OF LAGO VISTA, TEXAS

DATE

CITY SECRETARY  
CITY OF LAGO VISTA, TEXAS

DATE

ASSISTANT CITY MANAGER  
CITY OF LAGO VISTA, TEXAS

DATE

SURVEY CERTIFICATION:

I, EDWARD C. RUMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF THE LOCAL GOVERNMENTAL CODE 212.016 AND 232.009 OF THE LOCAL GOVERNMENTAL CODE, IS TRUE AND CORRECT AND PREPARED FROM AN ON THE GROUND SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY MY SUPERVISION DURING DECEMBER 2008.

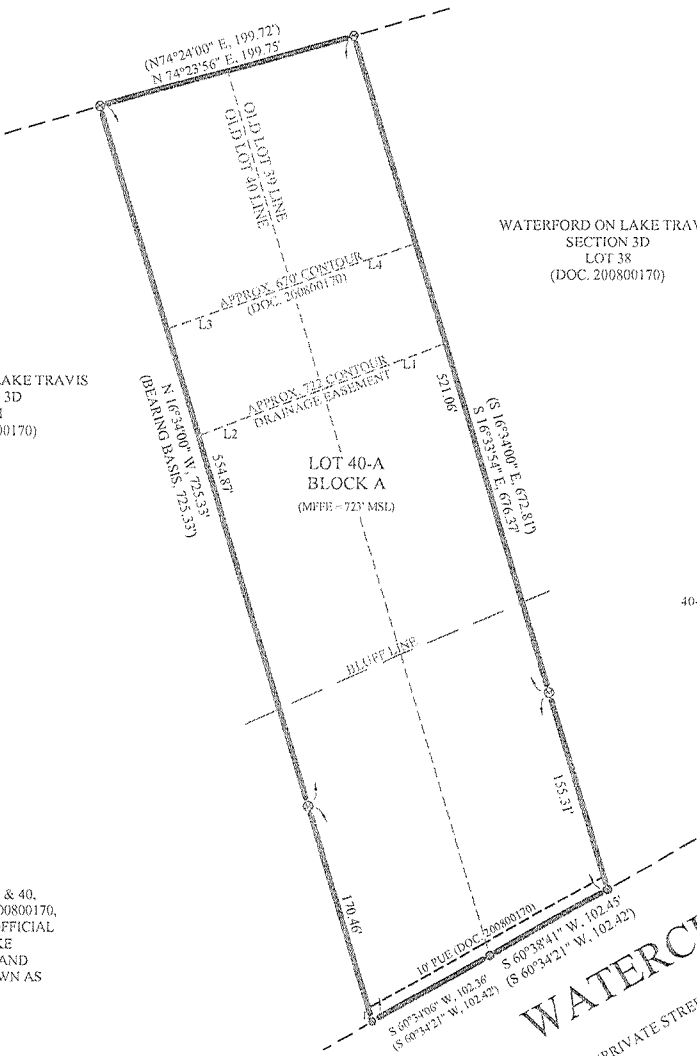
A PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD FEDERAL EMERGENCY MANAGEMENT AGENCY AND HAS A RATING OF "AE" ACCORDING TO FIRM PANEL 48453 C 0395 H, DATED SEPTEMBER 26, 2008, FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

THE 100 YEAR FLOODPLAIN FRINGE ELEVATION IDENTIFIED BY THE FIRM PANEL 48453 C 0215H DATED SEPTEMBER 26, 2008 IS 722 MSL.

THE PORTION OF THIS SUBDIVISION THAT LIES WITHIN THE FLOODPLAIN FRINGE IDENTIFIED BY FIRM PANEL 48453 C 0395 H DATED SEPTEMBER 26, 2008 IS AN EXISTING LOWER COLORADO RIVER AUTHORITY DRAINAGE/FLOOD EASEMENT.

EDWARD C. RUMSEY  
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR #5729  
ALL STAR LAND SURVEYING  
9020 ANDERSON MILL ROAD  
AUSTIN, TEXAS 78729

DATE



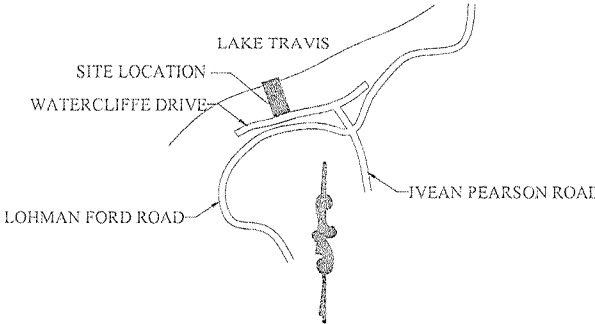
WATERFORD ON LAKE TRAVIS  
SECTION 3D  
LOT 38  
(DOC. 200800170)

WATERFORD ON LAKE TRAVIS  
SECTION 3D  
LOT 41  
(DOC. 200800170)

LOT 40-A  
BLOCK A  
(MFFE = 723' MSL)

LOT AREA  
40-A 139957.79 SQ. FT. 3.21 ACRES

WATERCLIFF DRIVE  
(PRIVATE STREET, DRAINAGE EASEMENT, PUE)  
(60' R.O.W.)



LOCATION MAP

(NOT TO SCALE)

**ALLSTAR**  
Land Surveying

9020 ANDERSON MILL RD  
AUSTIN, TEXAS 78729  
(512) 249-8149 PHONE  
(512) 331-5217 FAX  
WWW.ALLSTARLANDSURVEYING.COM

JOB# A1205908

2



TRAVIS COUNTY HEALTH and HUMAN SERVICES  
And VETERANS SERVICE

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

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

MEMORANDUM

Date: June 23, 2009

To: Members of the Commissioners Court

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

Subject: Community Development Block Grant (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 15<sup>th</sup>.

# Travis County Community Development Block Grant (CDBG) Program

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## 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 &amp; 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 &amp; 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</p> <div> <p>Draft available for public comment 2 Public Hearings</p> </div>		<p>Aug. 15 Submission of PY08 Action Plan to HUD (Due Date)</p>

Early Jan.

August 15th



# 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 15<sup>th</sup>, 2009
- HUD will provide a decision on the submission no later than September 30<sup>th</sup>, 2009

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VS#

TRAVIS COUNTY COMMISSIONER'S COURT  
AGENDA REQUEST

Please consider the following item for Voting Session on:

7-14-09

I. A. Request made by: Sheriff Greg Hamilton

Phone No. 854-9770

B. Requested Text:

1. Special item: Present a check to the Austin Children's Shelter and Wolfe Pack Boxing Club from the Third Annual Travis County Sheriff's Shootout (Sheriff's Office – Community Outreach).

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 JUN 29 AM 10:18

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:

Gena VanOsselaer, Executive Director, Austin Children's Shelter - 512.236-2501  
Ann Wolfe, Owner/Operator, Wolfe Pack Boxing Club 512-852-9992

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

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.





JAMES SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

**June 25, 2009**

**MEMORANDUM**

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

**FROM:** Sheriff Greg Hamilton 

**SUBJECT:** Report on the 2009 Sheriff's Shootout Event and Awards

**Sheriff's Shootout 2009:**

I started this event in 2006, as an innovative approach to bring the community together and to make Austin a better place to live. Community policing and outreach is a high priority of the Sheriff's Office. MVParents.com reported that youth engaged in positive activities are more likely to get higher grades in school, be physically healthy, and volunteer to help other people. The Sheriff's Shootout not only fosters positive interaction among youth and their peers, but it provides youth an opportunity to interact with community leaders and law enforcement.

**Summary of the 2009 Sheriff's Shootout Beneficiaries:**

**Austin Children's Shelter:**

- The current ACS facilities have long been in dire need of expensive repairs and ACS received land donation in 2003 from Sara & Dick Rathgeber. ACS is in the process of building a new campus in the Mueller Redevelopment Center. The Scheduled completion is set for fall 2009 when the ACS celebrates its 25 years of service.
- The new campus will eventually allow ACS to serve 78 children at a time with five shelter cottages, including a commercial kitchen and a school for long-term residents.



- Donated funds will be utilized for the S.A.F.E. program, which meets the basic needs of ACS clients by providing Shelter, Apparel, Food and a secure Environment.

#### **Wolfe Pack Youth Boxing Club:**

- Boxer-turned-trainer Ann Wolfe provides positive atmosphere for at-risk youth, teaches boxing and character development in East Austin with a shoestring budget.
- A couple of monthly sponsorships help cover primary expenses, leaving her to cover \$2,000 gym rent and keep the club van running.
- Donated funds will be utilized to purchase training supplies, equipment, food, event clothing and boxing Passbook admission fees.
- Her rules for the kids are simple: No weapons. No profanity. No quitting.

Cc. File

#

## Travis County Commissioners Court Agenda Request

Voting Session : July 14, 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:

Introduction of Daphne Richards, Horticulture Agent, to Commissioners Court by Texas AgriLife Extension Service - Travis County.

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

Signature of Commissioner(s) or County Judge

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

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

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

### Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 JUL -8 PM 12:59

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.

## **Daphne Richards**

1140 E Rio Grande, #A6, El Paso, TX, 79902  
drichards@ag.tamu.edu (915) 355-8514

### **EDUCATION**

1999 **Texas A&M University**, College Station, Texas  
*Master of Science*

1995 **University of Texas Pan American**, Edinburg, Texas  
*Teaching Certification* (All secondary sciences)

1994 **University of Texas at Austin**, Austin, Texas  
*Bachelor of Arts*  
Major: Botany Minor: Chemistry

**McLennan Community College**, Waco, Texas

### **EXPERIENCE**

April 2000 to present **Texas AgriLife Extension Service**, El Paso, Texas  
*County Extension Agent—Horticulture*  
Responsible for planning, implementing and evaluating Extension educational programs in horticulture

Aug. 1996 to Sept. 1999 **Texas A&M University**, College Station, Texas  
Department of Horticulture  
*Graduate Assistant Teaching; Graduate Assistant Research*  
Taught laboratories in general horticulture; conducted research on ornamental plants grown in subirrigation with controlled release fertilizers. Assisted with laboratories in vegetable gardening

Aug. 1994 to May 1996 **La Joya Independent School District**, La Joya, Texas  
*Secondary Science Teacher*  
Taught ninth grade Physical Science, Biology, and Honors Biology; coached U.I.L. spelling team; revised Physical Science Curriculum; led professional development seminar in "Hands-on Learning Activities"

Sep. 1990 to Apr. 1994 **Book People Bookstore**, Austin, Texas  
*Shipping and Receiving Manager*  
Responsible for overseeing the shipment and receipt of all merchandise; returned defective merchandise; maintained and reconciled computer inventory records

June 1990 to Aug. 1990 **B'nai B'rith Perlman Camp**, Starlight, Pennsylvania  
*Steward's Assistant*  
Responsible for receiving and stocking kitchen deliveries; maintained inventory; assisted steward in menu planning; oversaw all kitchen activities in steward's absence

May 1988 to May 1990 **Sam's Wholesale Club**, Austin, Texas  
*Refunds/Customer Service Clerk*  
Assisted customers with refunds and resolution of complaints; also served as cashier, membership clerk and cash office clerk

Jun. 1986 to Aug. 1987 **Sam's Wholesale Club**, Waco, Texas  
*Cash Office Clerk*  
Responsible for counting money and making deposits; balanced cash sheet reports; entered computer data; also served as refunds/customer service clerk, cashier and membership clerk

### **SCHOLARSHIPS AND HONOR SOCIETIES**

McLennan Scholar, 1986

Pi Alpha Xi, member 1996

Gamma Sigma Delta, member 1997

Phi Kappa Phi, member 1999

### **SPECIAL SKILLS**

Word processing (Microsoft Word; WordPerfect)

Spreadsheets (Microsoft Excel)

Slide presentation development (Microsoft PowerPoint)

Writing (magazines, newspapers, educational documents)

Media (radio, television, print)

Volunteer management

Travis County Commissioners Court Agenda Request

Voting Session 7/14/09  
(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. **Indemnification Agreement with Shepherd of the Hills Presbyterian Church to fund the permanent traffic improvements on US 290 at Ledgestone Terrace Drive, in Precinct 3.**

B. **Advanced Funding Agreement for Voluntary Transportation Improvement Projects with the State of Texas and Travis County for the permanent traffic improvements on US 290 at Ledgestone Terrace, in Precinct 3.**

C. Approved by:

\_\_\_\_\_  
Commissioner Karen Huber, Precinct Three

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

Anna Bowlin: 854-7561

Donna Williams-Jones: 854-7677

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



Last updated 7-9-09 at 4:51pm

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  
FAX (512) 854-4649

### MEMORANDUM

June 22, 2009

TO: Members of the Commissioners Court  
THROUGH: *John Smith*  
*Feb* Joseph P. Gieselman, Executive Manager  
FROM: Anna Bowlin, A.I.C.P.  
Division Director, Development Services

SUBJECT: Shepherd of the Hills Presbyterian Church Advanced Funding Agreement and Indemnification Agreement

#### **SUMMARY AND STAFF RECOMMENDATION:**

Shepherd of the Hills Presbyterian Church is the owner of a tract of land on US 290 east of Ledgestone Terrace. The land owner is requesting to enter into an Advanced Funding Agreement (AFA) with TxDOT (Texas Department of Transportation) to construct a left turn lane with shoulders on US 290 between Ledgestone Terrace and Tara Lane. No site plan or final plat has yet been submitted to the Austin-Travis County Single Office.

TxDOT has prepared an AFA for the improvements on US 290 related to the Shepherd of the Hills' tract of land. TxDOT does not accept fiscal directly from the development community, instead requiring the fiscal to be passed through a local jurisdiction. TxDOT requires the local jurisdiction to sign an Advanced Funding Agreement, making that jurisdiction the responsible party for the project costs. The agreement consists of the following improvements: the design and construction of a left turn lane and shoulder.

The developer's cost of these improvements is \$180,000.00. The Indemnification Agreement passes the obligations and liabilities that the AFA placed on the County back to the developer. The total estimated cost of this project is \$1,309,000.00. TNR staff recommends this motion.

#### **BUDGETARY AND FISCAL IMPACT:**

None.

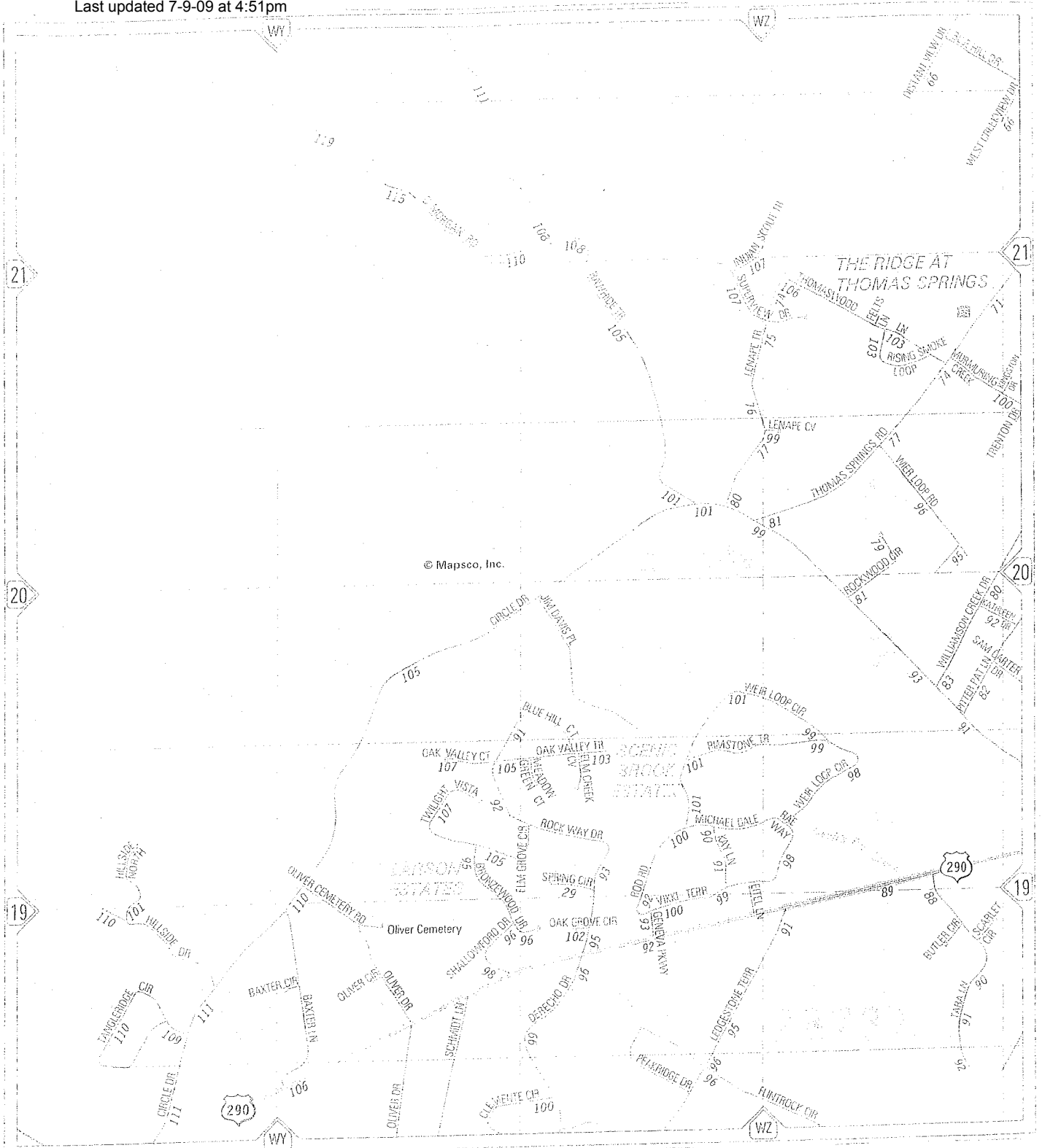
#### **REQUIRED AUTHORIZATIONS:**

None.

#### **EXHIBITS:**

Location map, Indemnification Agreement, Advanced Funding Agreement

AMB:ab  
1105





## Indemnification Agreement

This Agreement is entered into by and between Shepherd of the Hills Presbyterian Church ("DEVELOPER") and Travis County, Texas, a political subdivision of the State of Texas ("COUNTY"), hereinafter collectively referred to as the "Parties".

WHEREAS, the DEVELOPER and the Texas Department of Transportation ("TxDOT") have agreed to construct or install the improvements to the state highway system described in the Advanced Funding Agreement ("AFA") between the COUNTY and TxDOT, which is attached hereto as Exhibit A and incorporated herein for all purposes ("The Project"); and

WHEREAS the DEVELOPER has agreed with TxDOT to contribute a set sum of money ("DEVELOPER'S CONTRIBUTION") to be used by TxDOT to offset costs of the Project; and

WHEREAS, because TxDOT's policy is to accept money for projects to improve state highways only from local governments, the DEVELOPER has requested the COUNTY to accept DEVELOPER'S CONTRIBUTION from the DEVELOPER and pass it through to TxDOT pursuant to the AFA; and

WHEREAS, to induce the COUNTY to enter into the AFA and for other consideration, the DEVELOPER has agreed to assume the obligations and liability that TxDOT imposes on the COUNTY pursuant to the AFA;

NOW, THEREFORE, the Parties agree as follows:

The DEVELOPER and the COUNTY anticipate that the COUNTY and TxDOT will enter into the AFA.

Prior to the COUNTY executing the AFA, the DEVELOPER shall:

pay the COUNTY the sum of one hundred and eighty thousand dollars (\$180,000.00) ("DEVELOPER'S CONTRIBUTION"), as set by TxDOT, to be used solely to offset the County's share of the projects total cost ("Estimated Costs"). The DEVELOPER'S CONTRIBUTION shall be the limit of the DEVELOPER's liability or obligation under this Agreement to pay any sum.

The DEVELOPER and the COUNTY agree that, if the COUNTY and TxDOT execute an AFA on substantially the same terms as that attached here as Exhibit A, then:

The COUNTY shall pay to TxDOT the DEVELOPER'S CONTRIBUTION to TxDOT pursuant to the AFA.

This is an unconditional agreement to indemnify the COUNTY for any liability or obligation that TxDOT asserts or imposes upon the COUNTY under the AFA up to, but not to exceed, the amount of the DEVELOPER'S CONTRIBUTION. If TxDOT asserts that the COUNTY is obligated to perform an act or pay a sum under the AFA, the COUNTY shall not be required to deny, challenge, or litigate that obligation or requirement up to the amount of the DEVELOPER'S CONTRIBUTION prior to drawing upon the DEVELOPER'S CONTRIBUTION, or otherwise enforcing this agreement, and the

DEVELOPER may not assert the failure or refusal of the COUNTY to so deny, challenge, or litigate as a defense or condition to meeting the requirements of this Agreement.

Upon TxDOT notifying the COUNTY in writing that the project is complete and that the COUNTY has no more obligations to TxDOT under the AFA, the COUNTY shall release any remaining DEVELOPER'S CONTRIBUTION and refund to the DEVELOPER any of the DEVELOPER'S CONTRIBUTION or other money that TxDOT refunds to the COUNTY under the AFA.

#### Miscellaneous

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

**County:** Joe Gieselman (or successor)  
Executive Manager, TNR  
PO BOX 1748  
Austin, TX 78767

**Copy to:** David Escamilla (or successor)  
Travis County Attorney  
PO BOX 1748  
Austin, TX 78767  
Attn: File No. 163.1599

**Developer:** Rev. Larry Coulter  
Shepherd of the Hills Presbyterian Church  
5226 West William Cannon Drive  
Austin, Texas 78749

Copy to: Richard W. Vaughn  
Vaughn & Associates, Inc.  
1101 Capital of Texas South  
Bldg. H, Suite 100  
Austin, Texas 78746

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

(a) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

- (b) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreement, representations, and understanding, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval, or any other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.
- (c) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the commissioners' court of the County.
- (d) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (e) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act or conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as may be necessary after such occurrence to remedy the effects thereof.
- (f) To the extent allowed by law, each Party will be responsible for, and will indemnify and hold harmless the other Parties, their officers, agents, and employees, from any and all claims, losses, damages, causes of action, lawsuits, or liability resulting from, the indemnifying Party's acts or omissions of negligence or misconduct or in breach of this Agreement, including but not limited to claims for liquidated damages, delay damages, demobilization or remobilization costs, or claims arising from inadequacies, insufficiencies, or mistakes in the plans and specifications and other work products or any other materials or services a Party provides under this Agreement. Each Party will promptly notify the others of any claim asserted by or against it for damages or other relief in connection with this Agreement.
- (g) The Parties acknowledge that in the event of default or any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.
- (h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any suit pursued relating to this Agreement will be filed in a court of Travis County, Texas.
- (i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (j) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or

obligations under this Agreement without the written consent of the other Party.

(k) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, right, or remedies under, or by reason of this agreement.

(l) This Agreement is effective upon execution by all Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding on each party.

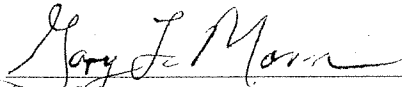
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in, multiple copies, each of equal dignity, on this \_\_\_\_ day of \_\_\_\_\_, 2009.

**TRAVIS COUNTY, TEXAS**

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

Date:

**DEVELOPER**

By:   
Gary Mann

Title: Agent

Date: 6-18-09

CSJ # 0113-08-070  
District #14-Austin  
Code Chart 64 # 50227  
Project: US 290 LedgeStone Terrace  
Dr. to Tara Lane

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY  
LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT  
PROJECTS WITH NO REQUIRED MATCH**

**THIS AGREEMENT IS MADE BY AND BETWEEN** the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the Travis County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

**WHEREAS**, Commission Minute Order Number 110753 authorizes the State to undertake and complete a highway improvement generally described as intersection improvements; and,

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as an addition of a center turn lane and shoulders on US 290 from LedgeStone Terrace Drive to Tara Lane, hereinafter called the "Project"; and,

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the State;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

**AGREEMENT**

**Article 1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

**Article 2. Project Funding and Work Responsibilities**

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the

CSJ # 0113-08-070  
District #14-Austin  
Code Chart 64 # 50227  
Project: US 290 LedgeStone Terrace  
Dr. to Tara Lane

responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.

No funding shall be required by the Local Government in addition to the amount specified in Attachment A.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

### **Article 3. Right of Access**

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

### **Article 4. Adjustments Outside the Project Site**

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

### **Article 5. Responsibilities of the Parties**

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

### **Article 6. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

### **Article 7. Interest**

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

### **Article 8. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the

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Project: US 290 LedgeStone Terrace  
Dr. to Tara Lane

contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

#### **Article 9. Increased Costs**

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

#### **Article 10. Maintenance**

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

#### **Article 11. Termination**

This agreement may be terminated in the following manner:

- ♦ by mutual written agreement and consent of both parties;
- ♦ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ♦ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ♦ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

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Project: US 290 LedgeStone Terrace  
Dr. to Tara Lane

#### Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
<u>Travis County</u>	<u>Austin District Engineer</u>
<u>P.O. Box 1748</u>	<u>P.O. Box 15426</u>
<u>Austin, Texas 78767</u>	<u>Austin, Texas 78761-5426</u>
<u> </u>	<u> </u>

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

#### Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

#### Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

#### Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

#### Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### Article 17. Insurance

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



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District #14-Austin  
Code Chart 64 # 50227  
Project: US 290 LedgeStone Terrace  
Dr. to Tara Lane

### Article 18. Debarment

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

### Article 19. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this agreement.

### THE STATE OF TEXAS

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

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

### THE LOCAL GOVERNMENT

Name of the Local Government Travis County

By \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

CSJ # 0113-08-070  
 District #14-Austin  
 Code Chart 64 # 50227  
 Project: US 290 Ledgestone Terrace  
 Dr. to Tara Lane

### ATTACHMENT A

#### Payment Provision and Work Responsibilities

The Local Government will pay a fixed fee for the cost to construct a center turn lane with shoulders on US 290 from Ledgestone Terrace Drive to Tara Lane. The Local Government's cost of this additional work is fixed at \$180,000.00. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Construction of Left Turn Lane with Shoulders	\$1,309,000.00	0%	\$1,129,000.00	(FIXED)	\$180,000.00
Subtotal	\$1,309,000.00		\$1,129,000.00		\$180,000.00
Direct State Costs (including plan review, inspection and oversight)	\$0.00	0%	0.00	0%	\$0.00
Indirect State Costs (no local participation required except for service projects)	0.00	0%	\$0.00	0%	\$0.00
<b>TOTAL</b>	<b>\$1,309,000.00</b>		<b>\$1,129,000.00</b>		<b>\$180,000.00</b>

**Local Government's Participation = \$180,000.00**

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government.

CSJ # 0113-08-070  
District #14-Austin  
Code Chart 64 # 50227  
Project: US 290 Ledgestone Terrace  
Dr. to Tara Lane

## **ATTACHMENT A**

### **Payment Provision and Work Responsibilities**

#### **1. Environmental Requirements**

- A. The State is responsible for the identification of all environmental issues associated with this project and shall be responsible for the preparation of the appropriate environmental documentation and secure environmental clearance for the Project.
- B. To the extent required to complete the Project, the State will be responsible for the mitigation and remediation of any environmental problems associated with the development of the Project. All costs associated with the remediation of the environmental problems will be the responsibility of the State.

#### **2. Engineering Services**

- A. The State shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the Project. The PS&E shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State.
- B. The engineering plans shall be developed in accordance with the Texas Department of Transportation *Roadway Design Manual*, the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the special specifications and special provisions related thereto, and the Texas Accessibility Standards.

#### **3. Construction Responsibilities**

- A. The State shall advertise for construction bids, issue bid proposals, receives and tabulate the bids and award and administer the contract for construction of the project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.
- B. The State will use its approved contract letting and award procedures to let and award the construction contract.

8

**BUDGET AMENDMENTS AND TRANSFERS****FY 2009**

COUNTY JUDGE'S OFFICE

09 JUL -9 PM 1:05

7/14/2009**AMENDMENTS**

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 186,728	1
		001	4512	593	3052	Juv. Prob.	Drug & Pharmaceuticl Supp	\$ 181,755		
		001	4512	593	4014	Juv. Prob.	Pharmacist	\$ 4,973		

**TRANSFERS**

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	5830	601	0701	HHS	Reg Salaries-Permnt Empl		\$ 108,000	4
		001	5833	611	0701	HHS	Reg Salaries-Permnt Empl		\$ 97,400	
		001	5854	611	6241	HHS	Rent - Indigents	\$ 205,400		
T2		001	5830	601	2002	HHS	FICA Tax - OASDI		\$ 6,700	4
		001	5830	601	2005	HHS	Retirement Contribution		\$ 11,500	
		001	5833	611	2002	HHS	FICA Tax - OASDI		\$ 6,000	
		001	5833	611	2005	HHS	Retirement Contribution		\$ 10,400	
		001	5854	611	6231	HHS	Utilities - Indigents	\$ 34,600		



**PLANNING AND BUDGET OFFICE**  
**TRAVIS COUNTY, TEXAS**

---

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

**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Travis R. Gatlin, Sr. Planning and Budget Analyst *Travis R. Gatlin*

**DATE:** July 8, 2009

**RE:** Juvenile Probation's request to use Allocated Reserve for Projected FY 09 Pharmaceuticals Costs

Juvenile Probation has submitted a request to use the Allocated Reserve to cover their projected deficit for pharmaceutical costs. The department partners with the Sheriff's Office to provide prescription medications for youth in the Juvenile Justice System. The department is projecting an \$186,728 deficit above the amount budgeted in the department for these services. The attached transfer would reduce the Allocated Reserve by \$186,728 and fund the estimated remaining expenditures. The request to use the Allocated Reserve has been anticipated by PBO and will not impact the projected General Fund ending fund balance. In addition, PBO has recommended an increase of \$217,982 in on-going resources for the department's FY 10 pharmaceutical budget to address this need next year.

cc: Judge Darlene Byrne, 126<sup>th</sup> District Court  
Estela P. Medina, Chief Juvenile Probation Officer  
Sylvia Mendoza, Juvenile Probation  
Maria Wedhorn, Sheriff's Office  
Rodney Rhoades, Planning and Budget Office  
Leroy Nellis, Planning and Budget Office

# 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:** The Honorable Samuel T. Biscoe, County Judge  
The Honorable Ron Davis, Commissioner Precinct 1  
The Honorable Sarah Eckhardt, Commissioner Precinct 2  
The Honorable Karen Huber, Commissioner, Precinct 3  
The Honorable Margaret J. Gomez, Commissioner, Precinct 4

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

**SUBJECT:** Request for use of Allocated Reserves

**RE:** Juvenile Pharmaceutical Costs

**DATE:** July 2, 2009

The Travis County Juvenile Probation partners with the Travis County Sheriff's Office to provide prescription medication for the youth in our care. This partnership is beneficial for both Travis County and our department as it allows for enhanced cost savings by combining the two departmental needs.

In FY 07 the Sheriff's Office indicated that while they worked on a new pharmaceutical purchasing system, they would absorb the costs of Juvenile Probation's medications within their budget. Juvenile Probation received no bills until FY 09 and during that period the Sheriff's Office absorbed the Juvenile Probation Department prescription costs. According to the Sheriff's Office this has exceeded their overall budget allocation for medication prescription costs.

In FY 09 the Sheriff began billing Juvenile Probation for the costs related to medical prescriptions. The overall costs for medication has increased in excess of the Juvenile Probation's FY 09 budget.

After discussions with the Planning and Budget Office, Juvenile Probation requests the use of funds from the Allocated Reserve, of \$186,728 for FY 09. We request Commissioners Court approval of this request and associated budget transfers.

Thank you for your consideration of this request.

**CC:** Judge Darlene Byrne  
Travis Gatlin  
Sylvia Mendoza



Budget Adjustment: 16599

Fyr \_ Budget Type: 2009-Reg

Author: 45 - MILLER, ALAN

Created: 6/23/2009 10:26:33 AM

PBO Category: Amendment

Court Date: Tuesday, Jul 14 2009

Dept: RESERVES

Just: Other

Transfer from Allocated Reserves to fund shortfall in pharmaceutical/pharmacist costs.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			186,728
				186,728
To Account		Project		Amount
001-4512-593-3052	DRUG & PHARMACEUTICL SUPP			181,755
001-4512-593-4014	PHARMACIST			4,973
				186,728

Approvals	Dept	Approved By	Date Approved
Originator	45	ALAN MILLER	6/23/2009 10:26:42 AM
DepOffice	39	DONNA FARRIS	6/23/2009 3:50:21 PM
DepOfficeTo	0	Automatic	6/26/2009 5:45:01 AM

*Alan Miller 7/9/09*



**PLANNING AND BUDGET OFFICE**  
**TRAVIS COUNTY, TEXAS**

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

**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Travis R. Gatlin, Sr. Planning and Budget Analyst *Travis R. Gatlin*

**DATE:** July 8, 2009

**RE:** HHS Request to use Temporary Salary Savings for the Projected Deficit in the Direct Client Emergency Financial Assistance Program

Health and Human Services has submitted a request to use temporary salary savings for the projected deficit for direct emergency financial assistance. Earlier in the year the Commissioners Court approved directing \$199,000 of the additional \$450,000 approved in the FY 09 Adopted Budget for social service programs toward this need. The remaining \$251,000 of the \$450,000 was approved for increases in basic needs contracts, the basic needs coalition, literacy coalition and an independent evaluation. The \$199,000 allocation has reduced the projected deficit, but the department is still projecting a shortfall. The department has stated that "the number of residents requesting and meeting eligibility standards for emergency assistance has increased as has the amount of assistance needed to the emergency needs for residents." For example, the department has experienced a 104% increase in the number of claims processed for the first three quarters of FY 09 compared to FY 08 and a 130% increase in the total amount awarded to clients for the same time period. Please see the attached departmental memo for additional details.

The department is requesting to use \$240,000 of temporary salary savings that are over and above the department's budgeted salary savings. PBO will continue to work with the department to determine if the requested transfer along with other strategies by the department will fully cover the FY 09 need and will report back to the Commissioners Court if additional resources are needed. The request to use the temporary salary savings has been anticipated by PBO and will not impact the projected General Fund ending fund balance. In addition, PBO has recommended an increase of \$320,000 in one-time funds in the department's FY 10 Preliminary Budget for additional resources for this program.

cc: Sherri Fleming, HHS  
Kathleen Haas, HHS  
Rodney Rhoades, PBO

Leroy Nellis, PBO

4





RECEIVED

09 JUN 30 PM 2: 56

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

**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 24, 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:** Request for Approval of Budget Transfer to use Salary Savings for Direct Client Emergency Financial Assistance

**Proposed Motion:**

Consider and Take Appropriate Action on Request from Travis County Health and Human Services and Veterans Service (HHS&VS) to use department identified salary savings, in the amount of \$ 240,000, for direct rental/mortgage and utility assistance to Travis County residents in need.

**Summary and Staff Recommendations:**

HHS&VS staff recommends that identified funds be moved to direct emergency assistance budget line items. This allows HHS&VS to continue providing emergency assistance funds to County residents who apply and are determined eligible. This reallocation of operating costs to direct client assistance helps HHS&VS respond to the current community conditions, including more requests for emergency assistance (see chart below) and an increasing unemployment rate for our metropolitan area.<sup>1</sup>

<sup>1</sup> See current Texas Workforce Unemployment Rates, <http://www.twc.state.tx.us/news/press/2009/061909epress.pdf> which indicate May 2009 unemployment for Austin metropolitan area of 6.1 up from 3.9 in May 2008

**Budgetary and Fiscal Impacts:**

This request will be internally funded by HHS&VS salary savings located in the Executive Managers Division (5830) and the Finance Division (5833). Budget Transfers from the salary accounts will be directed towards Rent - Indigents (6241) for \$205,400 and to Utilities - Indigents for \$34,600 located in the Family Support Division (5854).

A Budget Request Proposal has been submitted with the 2010 Budget to provide continued support based on projected community conditions indicating continued increased need for direct emergency assistance.

**Issues and Opportunities:**

HHS&VS continues to monitor and respond to this increased community need. Managing limited resources, including capacity to provide eligibility determination with the goal of obtaining efficiencies and maximizing grant funding sources is being actively explored. Grant funding sources include Texas Department of Housing and Community Affairs sub-recipient grants (Comprehensive Energy Assistance Program, Weatherization Assistance Programs) and one time funding through the American Recovery and Reinvestment Act of 2009 (Emergency Food and Shelter Program, and Low Income Home Energy Assistance Program, etc).

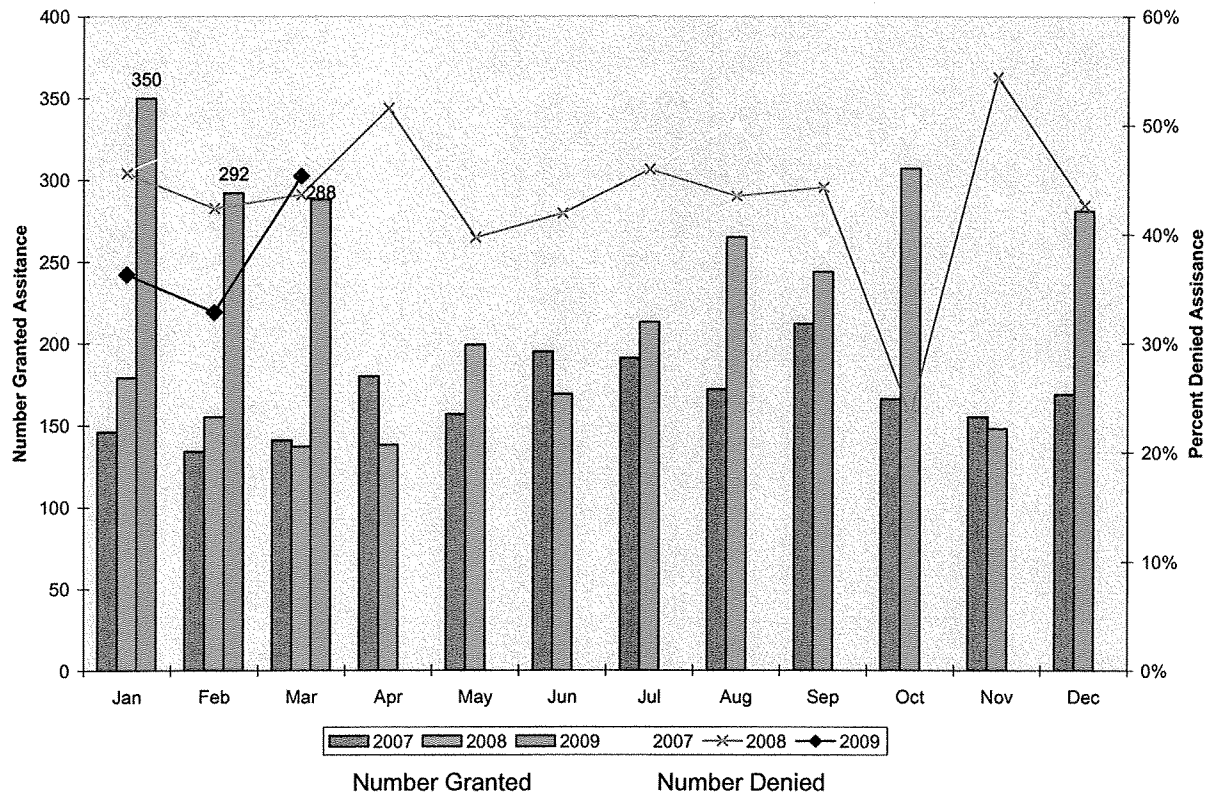
**Background:**

For FY09 the Court allocated additional funding to provide a higher level of assistance to residents eligible for assistance. In March 2009, the Court approved the allocation of additional funding to Chapter 72 due to projected shortfalls in Chapter 72 dollars for 2009. At that time, the shortfall was projected at \$290,545 for 2009. At current expenditures, the shortfall is projected at \$407,311 for FY 2009. The actual shortfall is expected to be less because grant utility assistance can be fully utilized now that the contract for Comprehensive Energy Assistance Program is executed with Texas Department of Housing and Community Affairs for this calendar year.

The HHS&VS Department has seen an increase in the number of households that are not only requesting, but eligible for Chapter72/County funded assistance. The number of residents requesting and meeting eligibility standards for Emergency assistance has increased as has the amount of assistance needed to meet the emergency need for residents. Increased expenditures have been seen in emergency assistance for food, prescriptions, utilities, and rent/mortgage assistance.

Rental and mortgage assistance statistics demonstrate this effectively and is where most Travis County general revenue is expended in emergency financial assistance. From the first quarter of FY2009 to the current third quarter of FY2009, average rental/mortgage assistance has increased from \$283 to \$379 per household assisted, a 34% increase. Emergency assistance is provided within the maximum benefit level (for example up to \$418 dollars for a two bedroom unit) only to the amount needed to prevent eviction.

### County Housing Assistance



In the first three months of 2009 the Department has seen a substantial increase in both requests and approvals for Chapter 72 rent and mortgage assistance as compared to years past (see the chart above). This chart shows the financial assistance provided as bars and the line shows financial assistance not provided but requested at eligibility appointments.

cc: Rodney Rhoades, Executive Manager, PBO  
 Travis Gatlin, Budget Analyst, PBO  
 Susan Spataro, Travis County Auditor  
 Mary Etta Gerhardt, Assistant County Attorney  
 Roger El Khoury, Director, Facilities Management

## Budget Adjustment: 16623

Fyr \_ Budget Type: 2009-Reg

Author: 58 - TOLLIVER, KENDRA

Created: 6/24/2009 8:38:24 AM

PBO Category: Transfer

Court Date: Tuesday, Jul 14 2009

Dept: HEALTH &amp; HUMAN SERVICES

Just: CommCodeRq

court agenda item July 7, 2009

From Account	Acct Desc	Project	Proj Desc	Amount
001-5830-601-0701	REG SALARIES-PERMNT EMPL			108,000
001-5833-611-0701	REG SALARIES-PERMNT EMPL			97,400
				205,400
To Account		Project		Amount
001-5854-611-6241	RENT - INDIGENTS			205,400
				205,400

Approvals

Dept

Approved By

Date Approved

Originator

58

KENDRA TOLLIVER

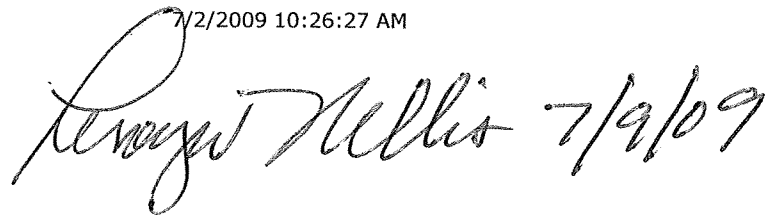
6/24/2009 8:49:43 AM

DepOffice

58

KATHLEEN HAAS

7/2/2009 10:26:27 AM

A handwritten signature in black ink, appearing to read "Kendra Tolliver", followed by the date "7/9/09".

Budget Adjustment: 16624

Fyr \_ Budget Type: 2009-Reg

Author: 58 - TOLLIVER, KENDRA

Created: 6/24/2009 8:39:51 AM

PBO Category: Transfer

Court Date: Tuesday, Jul 14 2009

Dept: HEALTH & HUMAN SERVICES

Just: CommCodeRq

court agenda item July 7, 2009

From Account	Acct Desc	Project	Proj Desc	Amount
001-5830-601-2002	FICA TAX - OASDI			6,700
001-5830-601-2005	RETIREMENT CONTRIBUTION			11,500
001-5833-611-2002	FICA TAX - OASDI			6,000
001-5833-611-2005	RETIREMENT CONTRIBUTION			10,400
				34,600
To Account		Project		Amount
001-5854-611-6231	UTILITIES - INDIGENTS			34,600
				34,600

Approvals

Dept

Approved By

Date Approved

Originator

58

KENDRA TOLLIVER

6/24/2009 8:50:03 AM

DepOffice

58

KATHLEEN HAAS

7/2/2009 10:26:26 AM

*Project Nellis 7-9-09*

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

Last updated 7-9-09 at 2:51pm

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
(\$94,219)	General Administration	6/30/09	Appraisal District Fees
<b>\$4,754,026</b>	<b>Current Balance</b>		

**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
(\$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
<b>(\$3,186,365)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$1,567,661 Remaining Allocated Reserve Balance After Possible Future Expenditures**

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

Last updated 7-9-09 at 4:51pm

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
<b>\$2,254,657 Current Reserve Balance</b>			

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

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

**\$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
<b>\$4,160 Current Reserve Balance</b>			

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

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

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

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

**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
<b>\$0 Current Reserve Balance</b>			

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

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



**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
<b>\$35,025,228 Current Reserve Balance</b>			

**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
(\$1,022)	Auditor	6/30/09	One-time Expense
<b>\$568,750 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$82,420			Beginning Balance
<b>\$82,420 Current Reserve Balance</b>			

**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
<b>\$14,600 Current Reserve Balance</b>			

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$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
<b>\$113,646 Current Reserve Balance</b>			

RECEIVED  
**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

9

Please consider the following item for:  
07-14-09

09 JUL -7 PM 1:17

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

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

- a) New grant application to the US Department of Justice for funding various law enforcement projects within the Sheriff's Office.
- b) Grant contract continuation with the Auto Burglary and Theft Prevention Authority – State of Texas for the Sheriff's Office program to reduce auto theft rates in the task force area.
- c) Request to ratify the de-obligation of funding for the Family Violence Accelerated Prosecution Program in the County Attorneys Office.

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

7/14/2009

# 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
<b>Applications</b>								
<b>a</b> 37	2009 Byrne Justice Assistance Grant - Non ARRA	6/1/2009 - 9/30/2012	\$100,000			1	19	
<b>Contracts</b>								
<b>b</b> 37	SCATTTF - Sheriff's Combined Auto Theft Task Force	9/1/2009 - 8/31/2010	\$634,131	\$324,862	12	1	27	
<b>Status Report</b>								
<b>c</b> 19	Family Violence Accelerated Prosecution Program	9/1/2007 - 11/30/2008	\$90,837	\$50,260.40	2		73	
				62860.40				

**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	County	Grant	FTEs	Cm. Ct. Approval
		Amount	Match	Term		Date
58	<b><i>AmeriCorp</i></b>	\$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

last updated 9/30/2011 at 4:51 PM

45	PP 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	<b>2009 COPS Hiring Recovery Program (CHRP) ARRA</b>	\$2,273,688		10/1/2009 - 9/30/2012	12	4/7/2009
37	<b>2009 Byrne Justice Assistance Grant (ARRA)</b>	\$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	<b>21st Century Community Learning Centers, Cycle 6, Year 1</b>	\$2,019,500		8/1/2009 - 7/31/2010	13	4/7/2009
39	<b>Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations (ARRA)</b>	\$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	<b>Travis County Mentoring Project (ARRA)</b>	\$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	<b>Byrne Memorial Competitive Grant Supporting Problem Solving Courts (ARRA)</b>	\$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

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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
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

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37	COPS FY 2009 Technology Program - Firing Range Phase IIa	\$300,000		10/1/2009 - 9/30/2012		5/26/2009
58	<b>Community Development Block Grant (ARRA) CDBG-R</b>	\$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	<b>National Initiatives: Adjudication Program</b>	\$150,000		10/1/2009 - 3/31/2011	1.5	6/16/2009
58	<b>ARRA Texas Weatherization Assistance Program</b>	\$4,498,894		8/1/2009 - 7/31/2011		6/23/2009
14	<b>Energy Efficiency and Conservation Block Grants - Recovery</b>	\$2,207,900		10/2009 - 04/2011		6/23/2009
45	Residential Substance Abuse Treatment Program	\$102,888	\$34,296	10/1/2009 - 9/30/2010	1.58	6/30/2009
		\$59,861,060	\$2,524,321		101.07	



# FY 2009 Grants Approved by Commissioners Court

Last updated 7-9-09 at 4:51pm

*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	<b><i>Parenting in Recovery</i></b>	\$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

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58	Customer Assistance Program Plus 1 Funding Last updated 7-9-09 at 4:51pm	\$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	<b><i>Interlocal Agreement for the Austin/Travis County Family Violence Protection Team</i></b>	\$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 Last updated 7-9-09 at 4:51pm	\$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	<b>Travis County Mental Health Public Defenders Office</b>	\$250,000	\$375,000	10/1/2009 - 9/30/2010	8	5/5/2009

58	AmeriCorps Last updated 7-9-09 at 4:51pm	\$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		6/30/2009
58	2009 Phase 27 ARRA Emergency Food and Shelter Program	\$40,554		04/01/2009 - 12/31/2009		7/7/2009
58	AmeriCorps	\$228,040	\$225,977	8/1/2008 - 7/31/2009	16	7/7/2009
		\$14,692,927	\$2,643,195		71.75	

## 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/>						
<b>Total Outstanding</b>		\$ 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	Original County	Continuation Amount	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
		Amount	Match	Total			
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
58	AmeriCorps	\$301,236	\$281,606		20		6/30/2009

Last updated 7-9-09 at 4:51pm

Total

\$1,063,051.25 \$ 281,606

25.00

Outstanding



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

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	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908
		\$ 2,939,065	\$ 1,161,189	\$ 2,457,470	\$ 883,626	\$ 2,232,470	\$ 1,108,627	\$ 2,007,470	\$ 1,233,627	\$ 1,507,470	\$ 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.

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## 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)	\$ 542,186	\$ -	\$5,893,315	\$ -	\$5,492,132	\$ 266,957	\$3,248,561	\$ 266,957	\$1,805,903	\$1,550,301
	Approved Contracts	\$ 2,939,065	\$ 1,161,189	\$2,457,470	\$ 883,626	\$2,232,470	\$ 1,108,627	\$2,007,470	\$ 1,233,627	\$1,507,470	\$1,733,627
<b>Combined Totals</b>		<b>\$ 3,481,251</b>	<b>\$ 1,161,189</b>	<b>\$8,350,785</b>	<b>\$ 883,626</b>	<b>\$7,724,602</b>	<b>\$ 1,375,584</b>	<b>\$5,256,031</b>	<b>\$ 1,500,584</b>	<b>\$3,313,373</b>	<b>\$3,283,928</b>

Last updated 7-9-09 at 4:51pm  
**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.

<b>Outstanding Grant Applications</b>		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
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	\$ -	\$ -
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

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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	21st Century Community Learning Centers, Cycle 6, Year 1. 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.	\$ -	\$ -	\$1,912,000	\$ -	\$1,912,000	\$ -	\$1,912,000	\$ -	\$1,434,000	\$ 478,000
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$2,249,447	TBD	\$2,249,447	TBD		\$ -		\$ -
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	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 FY09-FY13 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
Juvenile Probation	Byrne Memorial Competitive Grant Supporting Problem Solving Courts (ARRA) 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.	\$ 270,502	\$ -	\$ 266,957	\$ -	\$ -	\$266,957	\$ -	\$266,957	\$ -	\$ 266,957
Travis County Sheriff's Office	2009 COPS Hiring Recovery Program (CHRP) (ARRA). Grant includes 12 FTE Law Enforcement Officers and requires the County to fund positions in FY 13 after termination of the grant.	\$ -	\$ -	\$ 757,896	\$ -	\$ 757,896	\$ -	\$ 757,896	\$ -	\$ -	\$ 757,896
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). 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.	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ -	\$ -
		\$542,186	\$0	\$5,893,315	\$0	\$5,492,132	\$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 Sheriff's Office
Contact Person/Title:	Michael G Hemby - Planning Manager
Phone Number:	854-4924

Grant Title:	2009 Byrne Justice Assistance Grant - Non ARRA		
Grant Period:	From: 6/1/2009	To: 9/30/2012	
Grantor:	US Department of Justice		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:						0
Capital Equipment:	100,000					100,000
Indirect Costs:						0
Total:	100,000	0	0	0	0	100,000
FTEs:	0					0.00

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

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Dept. Measures						
Replacement of Target System	Yes					Yes
Training Requirements Met	Yes					Yes
Securing Crime Scenes	Yes					Yes
Measures For Grant						
None Required	Yes					
Outcome Impact Description	Will fund replacement of target system with functional system					
Provide for proper training	Yes					
Outcome Impact Description	Will fund crime scene shelters to enhance investigations					
Protection of crime scenes	Yes					
Outcome Impact Description						

**PBO Recommendation:**

PBO concurs with proceeding with this application.

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

This funding will provide for equipment funding related to two ongoing projects within the Travis County Sheriff's Office. See attachment for details.

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

Department will order and maintain this equipment.

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

None

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

No - City of Austin would be the fiscal agent for the grant.

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

None required

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

This request is to continue and complete funding of program equipment funded with previous JAG grants. Funding reductions over the past few years have precluded the completion of said projects.

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

This grant will predominantly focus on officer safety related equipment. This includes the proper firearms training for staff and the protection of crime scenes.



**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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

JIM SYLVESTER  
Chief Deputy

DARREN LONG  
Major – Corrections

PHYLLIS CLAIR  
Major – Law Enforcement

MARK SAWA  
Major - Administration & Support

June

**MEMORANDUM**

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

**FROM:** Michael G Hemby 783, Research and Planning *MH*

**SUBJECT:** 2009 Justice Assistance Grant (JAG) - Non ARRA Interlocal

Attached you will find the memorandum of understanding for the **Federal Bureau of Justice Assistance Justice Assistance Grant – Non ARRA for 2009**. This grant is the replacement for the Local Law Enforcement Block Grant (LLEBG) that has supplied funding for various law enforcement projects within the Sheriff's Office for several years.

Travis County, the City of Austin and the City of Pflugerville are set to receive \$466,492.00 combined from this fund for FY 2009. Travis County was originally slated to be allocated \$34,271, however as a disparate county we are entitled to negotiate the allocation between the effected jurisdictional partners. Thus, as in the past, the Austin Police Department and Travis County Sheriff's Office have been in discussions concerning this year's allocations. Based on those discussions, the agreed upon allocations are as follows;

City of Austin	\$466,492.00
Travis County	\$100,000.00

Thus, the internet based application process will be for a total **Travis County award of \$100,000.00**



This grant will be used to replace an aging target system for the TCSO firing range and to supply shelter's for crime scenes that are portable in nature.

If I can be of any assistance in this matter, please feel free to contact me at 854-4924.

Cc: PBO, Co Atty, Co Auditor

GMS APPLICATION NUMBER \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF TRAVIS

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF AUSTIN  
AND COUNTY OF TRAVIS**

**2009 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD  
Non-Recovery Grant Funds**

This Agreement is made and entered into by and between the COUNTY of TRAVIS, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of AUSTIN, acting by and through its governing body, the City Council.

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 791 of the Government Code;

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, CITY OF AUSTIN, acting as fiscal agent for the grant, agrees to provide the COUNTY \$100,000 from the 2009 Justice Assistance Grant (JAG) award; and

NOW THEREFORE, the COUNTY and the CITY OF AUSTIN agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$100,000 of 2009 Non-Recovery JAG funds.

GMS APPLICATION NUMBER \_\_\_\_\_

Section 2.

COUNTY agrees to use \$100,000.00 for the JAG Program, during the grant period that ends on September 30, 2012.

Section 3.

As joint applicants for JAG funding, the COUNTY agrees to provide the financial and programmatic information required by the Bureau of Justice Assistance for the CITY OF AUSTIN to meet federal reporting requirements. Upon receipt of an invoice, the CITY OF AUSTIN will reimburse the COUNTY for JAG project expenses in an amount not to exceed \$100,000.00.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY OF AUSTIN other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF AUSTIN

---

City Manager, Marc Ott

---

Date

COUNTY OF TRAVIS

---

County Judge, Samuel Biscoe

---

Date

# 2009 Byrne Grant – Non ARRA

## TCSO Project Listing

### **Firing Range Turning Target System - \$50,000.00**

This project would be to replace the target system for the TCSO firearms training center. It would consist of two seven lane turning target systems with controllers and applicable software. This system would increase training opportunities and allow for a more realistic training environment. The current target system was last utilized on the mid 1990's when TCSO used the Bergstrom AFB range and has been in storage since the range and base closed. It is no longer viable and parts are not available. These target systems allow for controlled and timed target system use and ensures that qualifiers time and scores can be properly quantified.

### **Mobile Crime Lab and Command Shelters - \$50,000.00**

This project would be to provide two rapid deployment shelters to protect outdoor crime scenes from the elements and allow technicians to work protected on scenes. Nationally there has been a movement towards better protection of crime scenes to ensure both the privacy of the victims and the preservation of evidence. The other unit would be to provide for a rapid deployment command and control shelter to be used on events and incidents where the full command trailer is not warranted or cannot reach. These units would provide for increased safety of staff and protection from the elements. Unit costs are approximately \$16,600 each fully equipped plus shipping.

**Total Projects:                      \$100,000.00**

## GRANT SUMMARY SHEET

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

Department/Division:	Sheriff - Law Enforcement
Contact Person:	Tracy Miller
Title:	Planner
Phone Number:	854-6923

Grant Title:	SCATTF - Sheriff's Combined Auto Theft Task Force		
Grant Period:	From:	9/1/2009	To: 8/31/2010
Grantor:	ABTPA - Auto Burglary and Theft Prevention Authority - State of TX		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:		600,501		324,862		925,363
Operating:		33,630				33,630
Capital Equipment:						0
Indirect Costs:						0
Total:	0	634,131	0	324,862	0	958,993
FTEs:		11.00		1.00		12.00

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Auto Thefts	186	55				164
Measures For Grant						
Training Classes	10		7			10
Public Awareness Present.	115		95			115
Salvage Inspections	10		10			40
Interdiction Operations	200		131			200

<b>Auditor's Office Contract Approval:</b> X	Staff Initials: <u>NS</u>
<b>Auditor's Office Comments:</b>	
County Attorney's Office Contract Approval: X	Staff Initials: <u>JC</u>

**PBO Recommendation:**

PBO concurs with acceptance of this grant contract.

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

The goal of the program is to reduce auto theft rates in the task force area.

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

NA

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

Matching funds are from Travis County field agent salary and County Agents salary fringe benefits

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

No - Not allowable

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

NA

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

Been in existence since 1995

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

The program has been very successful in combining multi-county efforts to combat auto theft rings and individuals in our part of the State of Texas



JAMES N. SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
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www.tcsheriff.org

PHYLLIS CLAIR  
Major - Law Enforcement


DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

June 30, 2009

**MEMORANDUM**

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

**From:** Tracy Miller, Planner 

**Subject:** TCSO's Continuing Auto Theft Prevention Authority Grant (ATPA) Acceptance

Attached are the acceptance documents for our ATPA grant. The Commissioners Court on February 24th approved this grant application.

This will be Travis County's and the Sheriffs' Combined Auto Theft Task Force's (SCATTF) thirteenth year of participation in this program, which is funded by the ABTPA. The SCATTF is presently comprised of fifteen counties (Bastrop, Bell, Blanco, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, and Wharton). The Sheriff of each county comprises the Advisory Board for SCATTF. There has been an overall decrease in auto thefts in the region since 1995, despite the growth in population that this area has seen.

The grant is in the amount of \$958,993. We will receive \$634,131 from ABTPA for task force personnel salaries and there is a 20% match required amounting to \$191,799. We project our match will be in excess of \$320,000 however. The match consists of one Deputy from Travis County and the fringe salary benefits from all personnel assigned to the task force.

We appreciate the support of the Travis County Commissioners Court has given us in our effort to reduce crimes against people and property, which are so costly to our citizens.

We are requesting the Commissioners Court approve this grant contract for funding for FY2010. If you have questions, please don't hesitate to call the project director, Sergeant Tommy Wooley, or me at 854-6923.

xc: Janice Cohoon, County Auditor's Office  
Jim Connolly, County Attorney's Office  
Bill Derryberry, PBO



original



RECEIVED  
COUNTY JUDGE'S OFFICE  
09 JUN 26 PM 2:19

June 24, 2009

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

Re: GRANT NBR: SA-T01-10069-10 YEAR OF FUNDING: 17  
APPLICATION: Travis County  
TITLE: Sheriff's Combined Auto Theft Task Force  
AMOUNT: \$ 634,131

Dear Judge Biscoe:

I am pleased to inform you that the above referenced grant is approved in the amount indicated. The grant award must be accepted within 30 days by completing and returning the enclosed grantee acceptance notice to the Texas Automobile Burglary & Theft Prevention Authority. A copy of the Automobile Burglary & Theft Prevention Authority's Grant Administrative Guide is being forwarded under separate cover to the financial officer designated in your grant application.

I look forward to working with you to ensure the success of your program. Any questions relating to the administration of this grant should be directed to our office by calling the Grant Administrator, Jan Gregg (512) 374-5107.

Sincerely,

Charles Caldwell  
Director, ABTPA

**Texas Automobile Burglary and Theft  
Prevention Authority  
Statement of Grant Award**

**Grant Number:** SA-T01-10069-10  
**Grantee Name:** Travis County  
**Project Title:** Sheriff's Combined Auto Theft Task Force (SCATTF)  
**Grant Period:** 09/01/2009 - 08/31/2010

**ABTPA Award:** \$634,131  
**Grantee Cash Match:** \$324,862  
**Grantee In-Kind Match:** \$0  
**Total Project Cost:** \$958,993

The Texas Automobile Burglary and Theft Prevention Authority (ABTPA) has awarded the above-referenced grant. The approved budget is reflected in the attached Approved Budget Summary. This grant is subject to and conditioned upon acceptance of the ABTPA Grant Application and Administration Guidelines (Guide) promulgated for this specific program fund (referenced above) through the Automobile Burglary and Theft Prevention Authority. Applicable special conditions are contained in the Guide or cited below. Total project costs must be accounted for in accordance with the Uniform Grant and Contract Management Standards and the Guide.

---

**GRANTEE REQUEST FOR FUNDS**

All Grantee request for funds shall be submitted to ABTPA in accordance with the instructions provided by ABTPA and shall be in the form required by ABTPA. Requests for funds will not be honored until all special conditions outlined on the Statement of Grant Award and that required action on the part of the grantee have been satisfied.

---

**GRANT ADJUSTMENTS**

Grantee shall submit written requests for grant adjustments, as required by the applicable ATPA Rule contained in the Grant Application and Administration Guidelines for this specific program fund.

---

**Special Conditions and Requirements:**

Interagency Agreement and Approval  
Confidential Funds Certification  
City/County Resolution

June 24, 2009

AWARD DATE



CHARLES CALDWELL

Automobile Burglary and Theft Prevention Authority  
4000 Jackson Avenue, Austin, Texas 78731 512/374-5101

**TEXAS AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY  
GRANTEE ACCEPTANCE NOTICE**

**AGREEMENT:**

That whereas Travis County,  
hereinafter referred to as Grantee, has heretofore submitted a grant application to the Automobile Burglary and Theft Prevention Authority, State of Texas, entitled Sheriffs' Combined Auto Theft Task Force,  
and further identified by grant number SA-T01-10069-10; and

Whereas, the Automobile Burglary and Theft Prevention Authority has approved the grant application as evidenced by the Statement of Grant Award from the Automobile Burglary and Theft Prevention Authority dated 06/24/09, certain special requirements; and

Whereas, the Grantee desires to accept the grant award, the Uniformed Grant and Contract Management Standards, and special requirements as evidenced by the Statement of Grant Award;

Now, therefore, the Grantee accepts the aforementioned Statement of Grant Award, the Uniformed Grant and Contract Management Standards and special requirements in the grant application and the Statement of Grant Award as evidenced by the agreement, executed by the project director, the financial officer, and the official authorized to sign the original grant application, or the official's successor, as presiding officer of and on behalf of the governing body of this grantee; and

Now, therefore, the Grantee shall designate either the project director or the financial officer to coordinate and be solely responsible for submission of adjustments pertaining to both program and financial elements of the application, and the POSITION authorized to submit adjustments is \_\_\_\_\_.

**NON-LOBBYING CERTIFICATION:**

We, the undersigned, certify that none of the grant funds, regardless of their source or character, including local cash assumption of cost funds, shall be used in any manner to influence the outcome of any election or the passage or defeat of any legislative measure.

A finding that a grantee has violated the certification shall result in the immediate termination of funding of the project and the grantee shall not be eligible for future funding from the Automobile Burglary and Theft Prevention Authority.

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

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

\_\_\_\_\_  
**Signature of Project Director**

\_\_\_\_\_  
**Signature of Financial Officer**

\_\_\_\_\_  
Name & Title(must print or type)

\_\_\_\_\_  
Name & Title(must print or type)

\_\_\_\_\_  
Official Agency Address(street or post office box)

\_\_\_\_\_  
Official Agency Address(street or post office box)

\_\_\_\_\_  
City/Zip Code/Telephone Number

\_\_\_\_\_  
City/Zip Code/Telephone Number

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
Name & Title (must print or type)

\_\_\_\_\_  
Official Agency Address (street or post office box)

\_\_\_\_\_  
City/Zip Code/Telephone Number

**Texas Burglary and Automobile Theft  
Prevention Authority  
Approved Budget Summary**

<b>Grant Number:</b>	SA--T01-10069-10	<b>Region:</b>	1200
<b>Grantee:</b>	Travis County	<b>Date:</b>	06/24/09
<b>Project Title:</b>	Sheriff's Combined Auto Theft Task Force (SCATTF)		
<b>Grant Period:</b>	09/01/2009 to 08/31/2010		
<b>Funding Source:</b>	Auto Burglary & Theft Prevention Authority		

	ABTPA	Cash Match	In-Kind	TOTAL
A. Personnel:	\$600,501	\$324,862		\$925,363
B. Contractual:				\$0
C. Travel:	\$6,078			\$6,078
D. Equipment:				\$0
E. Supplies:	\$27,552			\$27,552
F. Indirect:				\$0
<b>Total:</b>	<b>\$634,131</b>	<b>\$324,862</b>	<b>\$0</b>	<b>\$958,993</b>

**Budget Detail:**

- A. Sergeant 100% \$87,028; Field Agent-Bastrop 100% \$46,500; Field Agent-Colorado Co. 100% \$38,880; Field Agent-Comal Co. 100% \$63,149; Field Agent-Guadalupe Co 100% \$47,418; Field Agent-Hays Co. 100% \$63,181; Field Agent-Travis Co. 100% \$79,293; Field Agent-Travis Co. 100% \$79,293; Field Agent-Wharton Co. 100% \$48,603; Public Awareness Coordinator 100% \$37,156; Overtime \$10,000
  
- C. In-State  
TAVTI Conference \$5,903; Dallas Auto Show \$175
  
- E. Fuel/Maint. PA Vehicle \$7,456; Cell Phones \$3,696; CI Funds \$5,000; Air Cards for Computers \$5,400; PA Funds \$6,000



## AUTOMOBILE BURGLARY &amp; THEFT PREVENTION AUTHORITY (ABTPA)

1. For ABTPA Use Only		3. a. Date Submitted	b. Applicant Identifier
2. State Program Classification (For ABTPA Use Only)		4. a. Date Received by State	b. State Application Identifier
5. Applicant Information a. Legal Name: <b>Travis County</b> b. Address (give street or P. O. Box, City, County, State, and Zip Code) <b>PO Box 1748 Austin, TX 78767</b>		c. Organized Unit: <b>Travis County Sheriff's Office</b> d. Name and telephone number of person to be contacted on matters involving this application (give area code) <b>Sergeant Tommy Wooley (512) 854.9735</b>	
6. State Payee Identification Number: <b>71-46000192</b>		7. Type of Applicant (enter the appropriate letter in box) <input checked="" type="checkbox"/> B A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Nonprofit Organization N. Other (specify): _____	
8. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, check appropriate box (es). <input type="checkbox"/> Increase Award <input type="checkbox"/> Decrease Award <input type="checkbox"/> Other (specify) <input type="checkbox"/> Increase Duration <input type="checkbox"/> Decrease Duration		9. Name of Grantor Agency: <b>Texas Automobile Burglary &amp; Theft Prevention Authority 4000 Jackson Avenue Austin, Texas 78731 Phone: (512) 374.5101 Fax: (512) 374.5110 Website: <a href="http://www.txwatchyourcar.com">www.txwatchyourcar.com</a></b>	
10. Title of Project: <b>Sheriff's Combined Auto Theft Task Force (SCATTF)</b>		11. Areas of Project Activities (Cities, Counties, States, etc.) <b>Bastrop, Bell, Blanco, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, and Wharton Counties</b>	
12. Proposed Project Start Date: <b>09-01-2009</b> Ending Date: <b>08-31-2010</b>		13. Is application subject to review by state executive order 12372 process? YES, this application was made available to the Texas Review and Comment System (TRACS) for review on _____ Date <input checked="" type="checkbox"/> NO. <input type="checkbox"/> Program is not covered by E. O. 12372 <input checked="" type="checkbox"/> Program has not been selected by state for review	
14. Funding Summary: Total of a, b, & c must agree with d. Note: Please enter whole dollars for the amounts requested. a. Total State Grant Funds Requested (ABTPA) <b>\$ 634,131</b> b. Cash Match <b>\$ 324,862</b> c. In-Kind Match <b>\$ 0</b> d. TOTAL(s) <b>\$ 958,993</b>		15. Is the applicant delinquent on any federal debt? <input type="checkbox"/> YES If "Yes" attach an explanation <input checked="" type="checkbox"/> NO	
16. To the best of my knowledge and belief, all data in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded. a. Typed name of Authorized Official <b>Samuel T. Biscoe</b> b. Title <b>County Judge</b> c. Telephone Number <b>(512) 854.9555</b> d. Signature of Authorized Official  e. Date Signed			

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**DESCRIPTION OF PROPOSED PROJECT**

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This section must include a brief description (not exceeding 200 words) of the proposed project.

For continuation, if necessary, of any item on application page ABTPA-1. Identify by number the item being continued.

This sheet may also be used for any other remarks, at the applicant's option.

The Sheriff's Combined Auto Theft Task Force presently encompasses 15 counties in Central Texas. This will be SCATTF's 12<sup>th</sup> year of participation in the Auto Burglary and Theft Prevention Authority Program. It is the mission of the Sheriff's Combined Auto Theft Task Force to reduce auto burglary and theft related crimes throughout the 15 county region. This has been accomplished through the collaborative efforts of the agencies comprising the Task Force with support of local community officials and leaders, business partners, and the public.

There collaborative efforts include our media events and Public Awareness events (VIN Etchings, H.E.A.T. Registrations, Community Presentations, etc.) and our officer training programs (including continuing education in the field of auto theft recognition). SCATTF plans to continue efforts to be more proactive in the following areas;

- Interdiction activities
- Salvage Inspections
- Special Operations
- Chop Shop detection
- Insurance Fraud
- Warrant Arrest / Other
- Burglary of vehicle surveillance

The cooperation of the members of SCATTF has continued to promote more effective communications among counties and allows the sharing of knowledge and experience among the investigators.

The Task Force is currently comprised of nine Investigators, one Sergeant, and one Senior Office Specialist / Public Awareness Coordinator.

**AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY****PROJECT APPROVAL INFORMATION****Item 1.**

Does this assistance request require state, local, regional, or other priority rating?

☐ Yes ☒ No

Name of Governing Body \_\_\_\_\_

Priority Rating \_\_\_\_\_

**Item 2.**

Does this assistance require state, or local advisory, educational, or health clearance?

☐ Yes ☒ No

Name of Agency or Board \_\_\_\_\_

(Attach Documentation)

**Item 3.**

Does this assistance request require TRACS review?

☐ Yes ☒ No

(Attach Comments)

**Item 4.**

Does this assistance request require state, local, regional, or other planning approval?

☐ Yes ☒ No

Name of Approving Agency \_\_\_\_\_

**Item 5.**

Is the proposed project covered by an approved comprehensive plan?

☐ Yes ☒ NoCheck One: ☐ State☐ Local☐ Regional

Location of Plan \_\_\_\_\_

**Item 6.**

Will the assistance requested serve a federal installation?

☐ Yes ☒ No

Name of Federal Installation \_\_\_\_\_

Federal Population Benefiting from Project \_\_\_\_\_

**Item 7.**

Will the assistance required be on federal land or installation?

☐ Yes ☒ No

Name of Federal Installation \_\_\_\_\_

Location of Federal Land \_\_\_\_\_

Percent of Project \_\_\_\_\_

**Item 8.**

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instructions for additional information to be provided.

**Item 9.**

Will the assistance requested cause the displacement of individuals, families, businesses or farms?

☐ Yes ☒ No

Number of Individuals \_\_\_\_\_

Families \_\_\_\_\_

Businesses \_\_\_\_\_

Farms \_\_\_\_\_

**Item 10.**

Is there other related assistance on this project (previous, pending, or anticipated)?

☐ Yes ☒ No

See instructions for additional information to be provided.

**Item 11.**

Is the project in a designated flood hazard area?

☐ Yes ☒ No

See instructions for additional information to be provided.



**BUDGET SUMMARY**

Section A—Budget Summary						
Line	Schedule	Budget Categories	(1) ABTPA Funds	(2) Cash Match	(3) In-Kind Match	(4) Total
1	A	Personnel (Salaries)	\$600,501	\$79,293	-0-	\$679,794
2	A	Personnel (Fringe Benefits)	-0-	\$245,569	-0-	\$245,569
3	B	Contractual	-0-	-0-	-0-	-0-
4	C	Travel	\$6,078	-0-	-0-	\$6,078
5	D	Equipment	-0-	-0-	-0-	-0-
6	E	Supplies & Direct Operating Exp.	\$27,552	-0-	-0-	\$27,552
7		Total Direct Charges (Sum of 1-6)	\$634,131	\$324,862	-0-	\$958,993
8	F	Indirect Costs				
9		TOTALS (Sum of 7-8)	\$634,131	\$324,862	-0-	\$958,993

**Section B—Cash and/or In-Kind Match**

Enter separately each source of matching funds and the amounts.  
Total Match must agree with Line 9, Column 2 above and the total of lines 14 (b) and (c) on ABTPA-1.

CASH				TOTAL	\$324,862
Source	Amount	Source	Amount		
Task Force Counties general Fund Salary	\$324,862				
	TOTAL				
Total Program Income (available) \$ 66,546					
IN-KIND (Total must agree with ABTPA-1, Line 14c.)				TOTAL	
Schedule					
A		D			
B		E			
C					
TOTAL MATCH				\$324,862	

**AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY****SCHEDULE A****PERSONNEL****1. Direct Salaries**

Title or Position <sup>1</sup>	% of Salary <sup>2</sup>	(1) ABTPA Funds	(2) Cash Match	(3) In-Kind	(4) TOTAL <sup>3</sup>
(A) Task Force Sergeant	100	\$87,028	-0-	-0-	\$87,028
(B) Public Awareness Coordinator	100	\$37,156	-0-	-0-	\$37,156
(C) Field Agent (Bastrop County)	100	\$46,500	-0-	-0-	\$46,500
(D) Field Agent (Colorado County)	100	\$38,880	-0-	-0-	\$38,880
(E) Field Agent (Comal County)	100	\$63,149	-0-	-0-	\$63,149
(F) Field Agent (Guadalupe County)	100	\$47,418	-0-	-0-	\$47,418
(G) Field Agent (Hays County)	100	\$63,181	-0-	-0-	\$63,181
(H) Field Agent (Travis County)	100	\$79,293	-0-	-0-	\$79,293
(I) Field Agent (Travis County)	100	\$79,293	-0-	-0-	\$79,293
(J) Field Agent (Travis County)	0	-0-	\$79,293	-0-	\$79,293
(K) Field Agent (Wharton County)	100	\$48,603	-0-	-0-	\$48,603
Overtime		\$10,000	-0-	-0-	\$10,000
<b>TOTAL Direct Salaries</b>		<b>\$600,501</b>	<b>\$79,293</b>		<b>\$679,794</b>

**2. Fringe Benefits**

	% or \$ Rate	ABTPA Funds	Cash Match	In-Kind	TOTAL <sup>3</sup>
FICA			\$44,318	-0-	\$44,318
Retirement	@		\$73,015	-0-	\$73,015
Insurance	@		\$83,521	-0-	\$83,521
Other (Explain) – Medicare, unemployment, longevity, life insurance, certification	@		\$24,950	-0-	\$24,950
Workers Comp	@		\$17,765	-0-	\$17,765
Fringe related to Overtime (FICA, Medicare, Retirement, Un Emp, WC)	@ 20%		\$2,000	-0-	\$2,000
<b>TOTAL Fringe Benefits</b>			<b>\$245,569</b>	<b>-0-</b>	<b>\$245,569</b>
<b>TOTAL PERSONNEL BUDGET</b>		<b>\$600,501</b>	<b>\$324,862</b>		<b>\$925,363</b>

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## SCHEDULE A NARRATIVE

---

1. Include only one position per line. Attach a description of the duties or responsibilities of each position. (*Job posting can not substitute for descriptive narrative for each position.*)
2. Percentage of salary to be funded by grant funds.
3. Should reflect employee's gross salary attributable to the project.
4. Include percent of time on auto theft for each position. (40 hours per week)

### **TASK FORCE SERGEANT (40 Hours / Weekly):**

- Oversees daily operations
- Direct liaison between ABTPA, the Board of Governors of the task force, and the auditor's office
- Makes sure the grant budget is being properly maintained and allocated
- Responsible for seeing that the goals of the task force, set in the grant, are met in a timely manner
- Making sure the quarterly stats are into the project director to get signed and then to ABTPA
- Over seeing the entire management of the task force
- Liaison between the task force and law enforcement authority within the 15 county region participating in the task force
- Equipment research and procurement
- Grant administration and reporting
- Overall field operations
- Making sure all inter-local agreements to the Sheriff's, District Attorneys and County Judges are hand carried to them, getting them signed and turned back into Planning and Research and ABTPA
- Over see all aspects of the seizure and forfeitures (sales, etc.) by the members of the unit
- Confidential Informant files
- Support Operations
- Strategic planning for resource deployment and organizational objectives
- Scheduling assignments
- Planning and scheduling agents training
- Making office visits to out of county agents offices
- Visiting with Sheriff's within the task force area on a regular basis to keep them informed
- Helping agents achieve their goals
- Helping schedule training in the entire 15 county area for other law enforcement agencies
- Helping with public awareness activities for the entire 15 county area
- Reviewing reports and statistical paperwork from the agents once a month
- Maintaining timesheets for all the agents
- Evaluations
- Reviewing and supervising all search warrants
- Providing guidance and help to all agents
- Assisting in all covert and overt operations
- Intelligence and information sharing
- Targeting hot spots
- Working closely with the other 29 Auto Theft Task Forces within the state of Texas
- Being actively involved with TAVTI and the ABTPA board

## **AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY**

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### **SCHEDULE A NARRATIVE**

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#### **FIELD AGENTS (40 Hours / Weekly, 100%):**

- Investigates criminal activity related to auto theft primarily, but not limited to, their geographical areas;
  - » Bastrop County Agent – Bastrop and Lee Counties
  - » Colorado County Agent – Colorado and Fayette Counties
  - » Comal County Agent – Comal and Blanco Counties
  - » Guadalupe County Agent - Guadalupe and Gonzales Counties
  - » Hays County Agent – Hays and Caldwell Counties
  - » Travis County Agents –
    - A.) SE Travis and Llano Counties
    - B.) NE Travis and Milam Counties
    - C.) Western Travis, Bell, and Caldwell Counties
  - » Wharton County Agent – Wharton and Fayette Counties
- Perform Salvage Inspections
- 68-A vehicle inspections
- Locate Chop Shops
- Conduct Training Classes
- Perform covert and overt interdiction assignments
- Planning and conducting surveillance operations for Burglary of Vehicle (BOV's)
- Writing Search warrants
- Investigate Insurance Fraud and arson cases related to Auto Theft
- Aid in presentation of public awareness events

#### **SR. OFFICE SPECIALIST / PUBLIC AWARENESS COORDINATOR (40 Hours/Weekly, 100%):**

- Data entry of auto theft related cases
- Answering phones
- Gathers and prepares monthly statistics
- Prepares quarterly reports for ABTPA
- Filing of all paperwork related to but not limited to goals set forth thru the grant
- Conducting public awareness events throughout the 15 county areas
- Coordinates w/local media (TV, Radio, Newspapers and websites within the 15 county areas) for coverage of public awareness events
- Educates citizens in a 15 county area by attending meetings of service organizations and working with local businesses
- Prepares monthly reports and submits to the ABTPA
- Prepares requisitions for all equipment, clothing, and office supplies ordered for the task force
- Receives equipment, clothing, and office supplies
- Webmaster for the scattf.org website

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**SCHEDULE A - OVERTIME NARRATIVE**

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**REQUIRED NARRATIVE:** Provide a brief summary on the use of overtime funds.

1. Include description of work activity to be conducted.
2. Estimate number of hours and cost for overtime activities.

Overtime will be used for burglary of vehicle surveillance and auto theft related surveillance activities as well as Public Awareness Events related to burglary of vehicle and auto theft. The increased addition of the BOV responsibilities to the task force with out an increase of resources makes these events extremely difficult to accomplish without these overtime funds.

We request **\$10,000** for these activities to cover approximately 234 hours of overtime calculated at 1.5 times the average hourly rate of the Agents assigned to the task force. The calculation is shown below:

<u>Requested Amount</u>	<u>\$10,000</u>	Equals hours available
(Average hrly wage x time and a half)	(\$28.43 x 1.5)	~ 234 hours

**SCHEDULE B**

**PROFESSIONAL AND CONTRACTUAL SERVICES**

	(1)	(2)	(3)	(4)
Description of Service	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
(A)				
(B)				
(C)				
(D)				
(E)				
(F)				
(G)				
(H)				
(I)				
<b>TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES</b>				

# **AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY**

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## **SCHEDULE B NARRATIVE**

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**REQUIRED NARRATIVE:** Briefly describe any anticipated contractual arrangement and work products expected. Describe basis for arriving at the cost of each line item. Professional services (such as consultants, trainers, counselors, evaluators, etc.) should be described by type of service, number of hours, rate per hour, and travel costs, if any.

**N / A**

**AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY****SCHEDULE C****TRAVEL**

1. Local Travel		(1)	(2)	(3)	(4)
Title or Position	Miles Traveled Annually/\$Rate	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
(A)					
(B)					
(C)					
(D)					
(E)					
(F)					
(G)					
(H)					
<b>LOCAL TRAVEL TOTAL</b>					

**2. In-State Travel (Specify clearly and use continuation pages if necessary)**

Purpose	Destination	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
TAVTI Conference	Dallas, TX	\$5,903			\$5,903
Dallas Auto Show	Dallas, TX	\$175			\$175
<b>IN-STATE TRAVEL TOTAL</b>					<b>\$6,078</b>

**3. Out-of-State Travel (Specify clearly and use continuation pages if necessary)**

Purpose	Destination	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
<b>OUT-OF-STATE TRAVEL TOTAL</b>					
<b>TOTAL TRAVEL BUDGET</b>					<b>\$6,078</b>



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**SCHEDULE C NARRATIVE**


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**REQUIRED NARRATIVE:** Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and per diem.

Travis County policy allows the state contracted room rate plus taxes and parking expenses. If no government rate quoted, the county will pay the quoted room rate from the lodging place. Meal expenses reimbursed only when the employee is required to be away from home overnight. Per diem and mileage will be reimbursed in accordance with the Travis County travel policy current at the time of travel for the purpose of this request. The rates effective April 1, 2009 (\$39 per day and 48.5¢ per mile) are used.

Purpose for Travel	# of Persons	# of Nights	Travel	Per Diem	Lodging	TOTAL
TAVTI Conference Dallas, TX. Oct. 5 <sup>th</sup> – 9 <sup>th</sup>	10	5	-0-	\$2,145	\$3,758	\$5,903
Dallas Auto Show Dallas, Tx. Sometime in Winter in 2010	1	1	-0-	\$39	\$136	\$175
<b>TOTAL</b>	<b>11</b>	<b>6</b>	<b>-0-</b>	<b>\$2,184</b>	<b>\$3,894</b>	<b>\$6,078</b>

### In-State Travel

TAVTI Conference – One Sergeant, nine Field Agents, and one Public Awareness Coordinator to attend the conference in Dallas, TX

Lodging for 7 rooms for 5 nights @ \$95 per night + 13% tax  
Per diem for 10 people at \$39 per day for 5 days

Dallas Auto Show – One Auto Theft Detective to attend the Auto Show in Dallas, TX

**AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY****SCHEDULE D****EQUIPMENT PURCHASES**

	(1)	(2)	(3)	(4)
<b>Equipment Name or Description and Quantity (Do Not List Brand Names)</b>	<b>ABTPA Funds</b>	<b>Cash Match</b>	<b>In-Kind Match</b>	<b>TOTAL</b>
(A)				
(B)				
(C)				
(D)				
(E)				
(F)				
(G)				
(H)				
(I)				
(J)				
(K)				
(L)				
(M)				
(N)				
(O)				
(P)				
(Q)				
<b>TOTAL EQUIPMENT PURCHASES</b>				

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**SCHEDULE D NARRATIVE**

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**REQUIRED NARRATIVE:** Briefly describe the use of equipment and the cost of each line item.

**N / A**

**AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY****SCHEDULE E****SUPPLIES AND DIRECT OPERATING EXPENSES**

	(1)	(2)	(3)	(4)
Directly Charged Supplies and Other Operating Expenses	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
(A) Fuel and maintenance for public awareness vehicle	\$7,456			\$7,456
(B) Cell phones	\$3,696			\$3,696
(C) Air cards for computers	\$5,400			\$5,400
(D) Confidential Informant Funds	\$5,000			\$5,000
(E) Public Awareness Funds	\$6,000			\$6,000
(F)				
(G)				
(H)				
(I)				
(J)				
(K)				
(L)				
(M)				
(N)				
(O)				
(P)				
(Q)				
<b>TOTAL SUPPLIES AND DIRECT OPERATING EXPENSES</b>				<b>\$27,552</b>

**AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY**

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**SCHEDULE E NARRATIVE**

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**REQUIRED NARRATIVE:** Briefly describe the basis for arriving at the cost of each line item AND THE USE OF EACH ITEM.

**Confidential Funds** – Confidential Funds will be used in accordance with Travis County Sheriff's Office Policy. All funds will be tracked and reported. These funds may be used for the following:

- Undercover / Surveillance use including expenses that are incurred during and approved operation. Receipts are to be obtained when possible.
- Informant payments include expenses for meals, drinks, and lodging (approved by the Task force Sergeant) when necessary for the security of the operation. When additional funds are needed, the request is routed through the supervisor.
- The Task Force Sergeant will determine payment for information based upon the type of crime, quality and quantity of information.
- These guidelines are subject to adjustment. More (or less) may be paid to the informant based on the danger to him / her, active involvement, etc. Officers receiving the informant funds from other sources will follow the guidelines of the ABTPA and the Travis County Sheriff's Office.

**Public Awareness Funds** – Public Awareness funds will be used to purchase items to be used to increase public awareness about auto burglary and vehicle theft within our 15 county area. Our public awareness coordinator attends and participates in community events within our 15 county area such as community gatherings, and fairs and festivals. Vehicle crime is listed as the nation's number one property crime costing an estimated \$7.6 billion each year. By promoting public awareness with said items we can help reduce crimes in these areas. To date we have VIN etched 844 vehicles.

We would purchase items such as:

- Golf hats
- Koozies
- Magnetized clips
- Tote Bags
- Cell phone holders
- Billboards
- Media outreach
- Parking lot signs
- Cinema advertising

**Cell phone Service / Airtime** – Cost is \$44 per month, x 7 units, x 12 months (\$3,696) – some counties provide cell phones for their agents. These are to be used to conduct task force business.

**Wireless Airtime for Laptops** – Cost is \$45 per month, x10 units, x 12 months (\$5,400) – one county provides wireless access to their agent. To be used by agents to access e-mail and the internet (to conduct task force business).

**Public Awareness Vehicle** – Funds for fuel and maintenance. The vehicle is used to tow the Public Awareness trailer.

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**SCHEDULE F NARRATIVE**

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Currently ABTPA does not fund indirect costs, except for the Council of Governments agencies. Applicants may not use option (A) without having an official cost allocation plan developed in accordance with OMB Circular No. A-87. The amount may be entered as ABTPA funds or cash match for those applicants having such an approved plan.

**N / A**

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## PROGRAM NARRATIVE

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### (Instructions)

**I. To be considered for funding, a proposed grant project:**

1. Must address a problem that is clearly identified, is measurable and is supported by relevant statistical evidence;
2. Must minimize duplication or overlapping of existing programs;
3. Must have a design wherein the activities and goals are realistic and attainable;
4. Preferably should, but is not required to, be innovative in its concept/ design/operation; (a project is considered innovative if it provides a new and different strategy or approach that prevents, deters, intervenes, or stops a criminal act from occurring);
5. Must have a cost structure which is realistic when compared to its goals;
6. Must cooperate and coordinate its activities with other appropriate agencies/projects;
7. Must include measures to assure that it demonstrates cross-cultural awareness in all project activities and in its staffing and training; and
8. Must include a proposed evaluation design that provides relevant data to measure the effectiveness of the project and a plan for performing such evaluation.

**II. Accordingly, the Program Narrative must present the information by which the eligibility and merit of the project can be assessed. Applications will be scored and ranked numerically, for funding consideration, according to the congruence of the project with the criteria stated above. At a minimum, the five sections of the Program Narrative must include the following information:**

**1. PROBLEM STATEMENT & HISTORICAL INFORMATION: (Please limit information to 2 pgs)**

- ♦ Provide an assessment of the auto theft problem in the areas of coverage and what efforts have been undertaken to address it.
- a. Describe and document trends of the problem and the need that makes this grant necessary. (e.g., cite 3 years of UCR data)
- b. Identify the target population and the geographic target area.
- c. Describe existing activities that address the problem.
- d. Describe the extent to which this project will duplicate or overlap existing activities, and why that (if any) is necessary.
- e. Provide and cite accurate statistical data for problem in project area.

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## **PROGRAM NARRATIVE**

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### **(Instructions Continued)**

#### **2. PROPOSED GOALS & OBJECTIVES:**

- ♦ The applicant must provide specific goals and objectives for the project that are consistent with the proposal. The goals should reflect the overall impact that you intend the project to attain.
  - ♦ The objectives should explain how the goal will be accomplished. The activities described should support the goal and be Specific, Measurable, Action-oriented, Realistic, and Time-oriented.
  - ♦ The applicant must include a goal that addresses ***auto theft, auto burglary, and crime prevention*** that you intend the project to attain.
- a. Describe the specific goals of the project.
  - b. Describe the proposed activities of this project. Include any quantifiable data by which project activities can be measured.
  - c. Describe how the project will impact the stated problem.
  - d. Describe the functions of significant personnel involved.
  - e. Describe proposed plan for auto theft crime prevention, education and training.

#### **3. FUNCTIONS OF PROPOSED PROJECT:**

The functions of the project should:

- ♦ Identify the target population, the estimated number of persons to be served, and the service needs to be met by this project.
- ♦ Describe the applicant's experience or qualifications.
- ♦ Describe how this project will cooperate/coordinate activities with other appropriate agencies/projects.
- ♦ Describe in what way (if any) is this project innovative and what methods taken to assure that the project demonstrates cross-cultural awareness in all project activities and in its staffing and training.

#### **4. EVALUATION DESIGN:**

- ♦ The program evaluation should indicate how the applicant will assess the success of the project and the extent to which the strategy achieved the project's goals and objectives.
- a. Describe the design of a plan for local evaluation of this project.
  - b. Cite relevant data that will be used to measure the effectiveness of this project.
  - c. Describe the mechanism to evaluate the program's progress.



**AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY****PROGRAM NARRATIVE****1. Problem Statement and Historical Information (See Instructions on page 17)****2007 Theft Statistics:**

- Every 5 seconds, a motor vehicle is stolen in the United States, and every 2.5 seconds, a burglary of a vehicle occurs.
- Texas motor vehicle thefts statewide fell 1.8% in 2007 from 2006, according to the DPS Uniform Crime Reports. In 2007, 94,026 vehicles were reported stolen in Texas.

The data for the SCATTF region is shown in the table below.

COUNTY	2005		2006		2007	
	POPULATION	OFFENSES	POPULATION	OFFENSES	POPULATION	OFFENSES
Bastrop	69,874	135	72,110	106	74,108	104
Bell	255,351	459	264,247	560	261,571	509
Blanco	9,251	2	9,368	4	9,364	3
Caldwell	36,143	32	36,502	48	41,123	39
Colorado	21,109	34	21,324	24	20,883	16
Comal	94,928	136	100,399	119	106,754	133
Fayette	22,883	13	23,176	6	22,614	10
Gonzales	19,598	6	20,142	7	19,692	5
Guadalupe	100,897	135	105,808	135	111,115	118
Hays	121,817	214	128,549	150	136,076	176
Lee	16,808	19	16,994	12	33,385	20
Llano	14,777	17	14,994	10	15,397	16
Milam	25,619	28	26,072	26	25,424	27
Travis	895,432	2,866	925,145	2,810	948,241	3,246
Wharton	42,278	90	42,732	63	41,492	52
<b>TOTALS</b>	<b>1,746,765</b>	<b>4,186</b>	<b>1,807,562</b>	<b>4,080</b>	<b>1,867,239</b>	<b>4,474</b>

The Sheriff's Combined Auto Theft Task Force region is a hub of crossroads between Mexico and states north along the IH-35 corridor and US Hwy 59 as well as, to the East and West, IH-10 and US Hwy 290. In 1997, with the aid of the ABTPA Grant, Travis County initiated the first regional effort to combat auto-related criminal activity and has continued to focus on those efforts ever since.

Comparing data from 2005-2007, the numbers of reported vehicle thefts have increased 5.1% while the population has increased 10.2% in the 15 county region of the SCATTF. However, the reported vehicle thefts had decreased 4.2% from 2005-2006. A partial explanation of the increase between 2006 and 2007 would be the rise of stolen Ford F-250's, Dodge 2500's, etc. to be used for illegal human transportation.

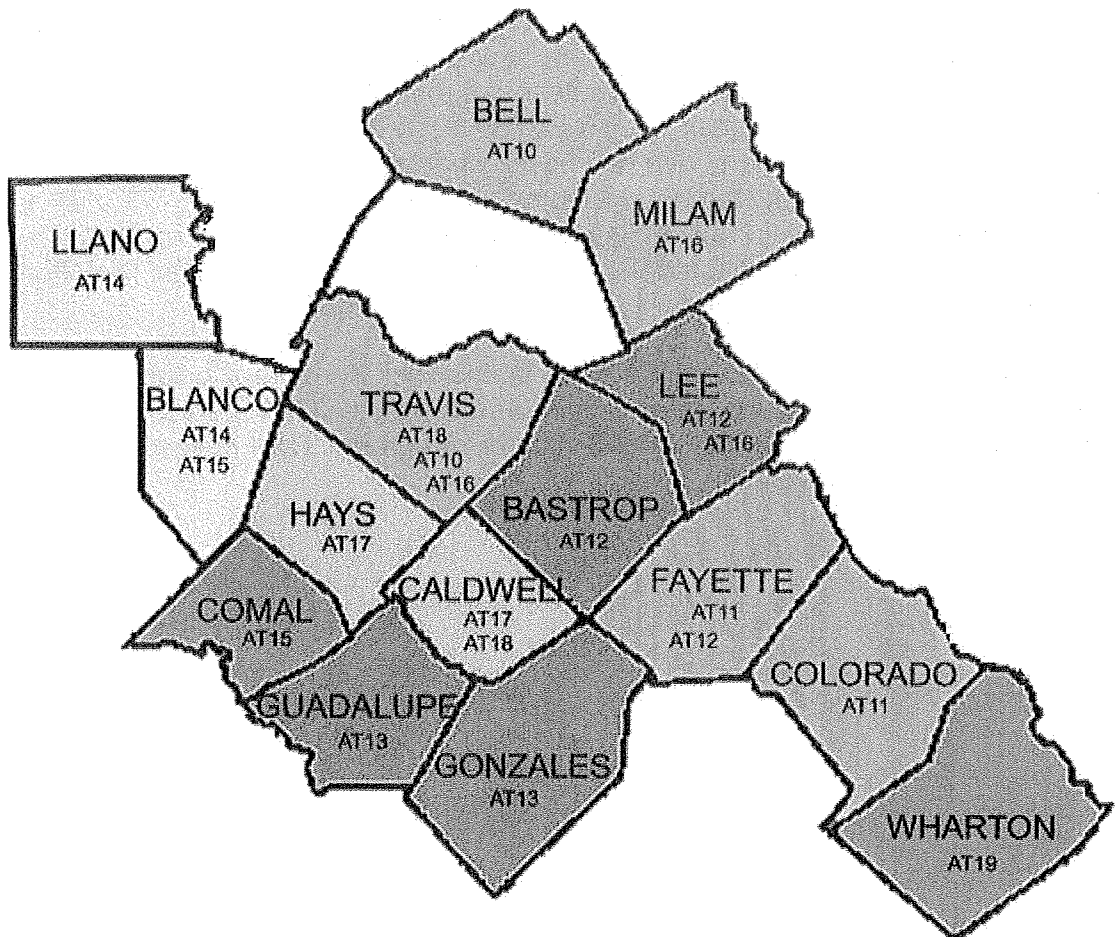
**AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY**

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**PROGRAM NARRATIVE**

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The map below shows the geographical target area of the task force. The members of the task force continue to educate the citizens of the SCATTF jurisdiction that encompasses urban counties such as Hays and Travis Counties where more thefts are likely to occur and rural counties including Blanco, Caldwell, Lee, Llano, and Wharton, etc... where theft rings and chop shops can go undetected more easily.



The most effective tool in the prevention of auto theft is education and the SCATTF has worked diligently and successfully over the past several years to educate the public and other law enforcement agencies in auto theft prevention techniques. The Task Force teaches classes in Basic Auto Theft Recognition and Specialized Auto Theft Recognition (Heavy Equipment Auto Theft Recognition [Heavy Equipment, boats, ATV's, etc]).

VIN Etchings and H.E.A.T. Registrations throughout the 15 county region are an important component of the SCATTF's Public Awareness Program, as well as other media events.

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**PROGRAM NARRATIVE**

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The Task Force uses a Field Training Program to assist incoming agents with their specialized training.

The program consists of a six month hands on training, doing a variety of tasks under the supervision of an experienced Auto Theft Agent. The intention is for new agents to have six months specialized training prior to being released into his / her new assignment.

Teamwork and cooperation are keys to the success of the Task Force. Each agent is physically located within the county they are employed by and all assist with contiguous counties. Through the efforts of the Public Awareness Coordinator and the agents, numerous Public Awareness events are scheduled every year and have resulted in the task force reaching many small communities throughout the 15 county regions. Sheriff's in the region have expressed appreciation to the Task Force for the Public Awareness Program events conducted and welcome more in the future. SCATTTF also has a very good working relationship with the Austin Police Department's Auto Theft Interdiction Unit, the Texas Department of Transportation (Investigators), DPS MVTS and other Auto Theft Task Forces. Several Task Force members are also TAVTI board members and directors.

It should be noted that the Sheriff's that participate in this Task Force give back. They pay for their Agents fuel, maintenance and insurance on Task Force vehicles. They also cover the fringe benefits for their Agents. Our Sheriff's have a vested interest in this program. They believe in it and see how it is working to better all of those involved.

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## PROGRAM NARRATIVE

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### 2. Goals and Objectives (See Instructions on page 18)

Our goals for this grant year will be to decrease auto thefts with training, public awareness and interdictions. We will also focus on burglary of vehicle related activities as well.

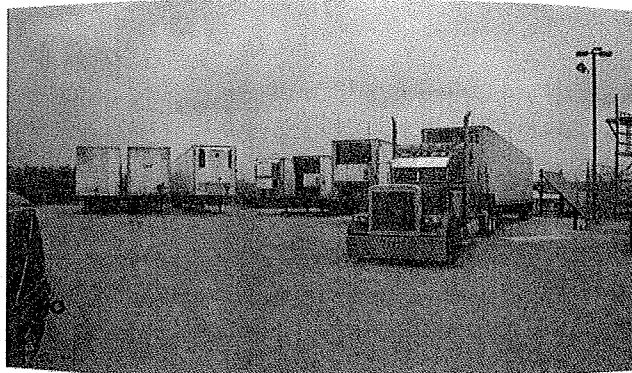
#### TRAINING:

The SCATTF will continue to reach out to the smaller law enforcement agencies throughout the region. Agents have already conducted eight classes for the current grant year. The SCATTF understands that such training is necessary, although time intensive, in combating auto thefts in our area and will continue to provide the classes throughout the region.

#### INTERDICTIONS / ENFORCEMENT:

The SCATTF will work additional day and night time surveillance in areas known to have a high number of incidents of auto burglaries as well as conduct sting operations.

Major highways used to transport stolen vehicles through the state of Texas are within the SCATTF region. The task force provides interdictions on these roadways. The types of interdictions include working license and weight areas, "operation gateway" at border towns, stationary parking lots, boat ramps, hotel parking lots, mall parking lots, highways, etc. The task force has participated in various operations.

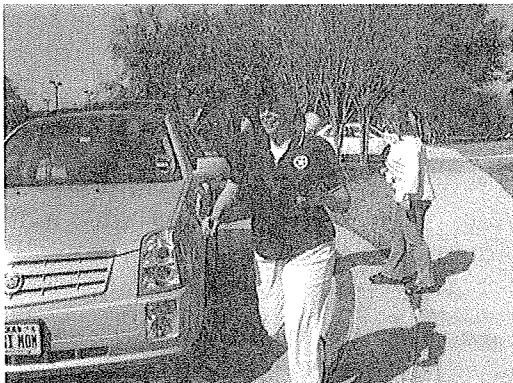


The above picture was taken March 24. It is the storage lot at the Comal County Sheriff's Office. All trailers were seized at interdictions

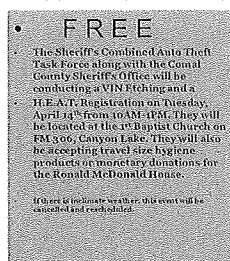
#### PUBLIC AWARENESS:

The Public Awareness Coordinator and agents continue to enhance the task force effectiveness by coordinating various auto burglary and theft awareness projects such as VIN Etchings, H.E.A.T. Registrations, local neighborhood watches, and joint projects with other agencies, radio, television, and newspaper promotions. During the first six months of this grant period, 95 Public Awareness Presentations have been conducted. Patrol Officers continue to hand out pamphlets that were created by the Task Force explaining what to expect when your car is broken into or stolen.

## PROGRAM NARRATIVE



THE SHERIFF'S COMBINED AUTO THEFT TASK FORCE  
and THE COMAL COUNTY SHERIFF'S OFFICE



Example of flyer used to advertise upcoming events that are either posted in business's in the area of the upcoming events or on light poles in the neighborhoods

### INSPECTIONS AND INVESTIGATIONS:

The 15 county regions have more than 130 licensed salvage yard operations. There are also an indeterminate number of unlicensed operations within the combined jurisdiction. Every operation is fertile ground for disposal of stolen autos and component parts. These are also prime sites for obtaining VIN plates for use in clandestine shop re-identification schemes.

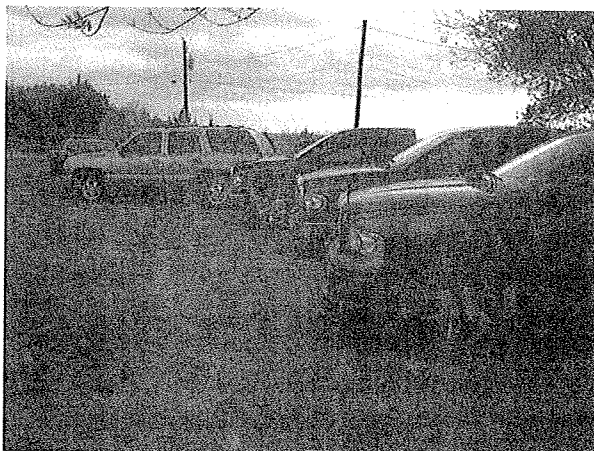
The following is a list of the types of salvage inspections that SCATTTF conducts:

- |                              |                                    |
|------------------------------|------------------------------------|
| A. Unlicensed Salvage Yards  | F. Auto Auctions                   |
| B. Licensed Salvage Yards    | G. 68-A Inspections for the public |
| C. Auto Body / Repair Shops  | H. Used Car Lots                   |
| D. Wrecker / Storage Yard    | I. Auto Crushers                   |
| E. Garage and Mechanic Shops |                                    |

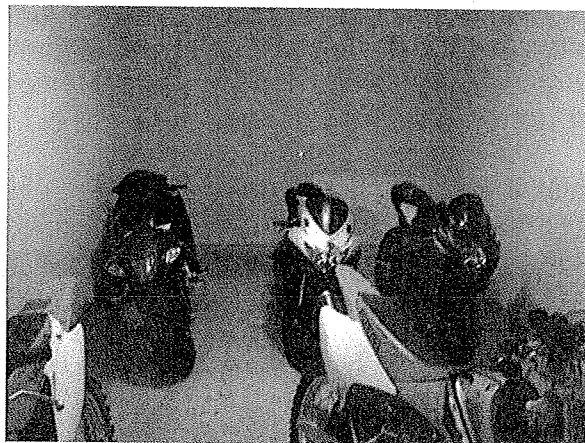
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**PROGRAM NARRATIVE**

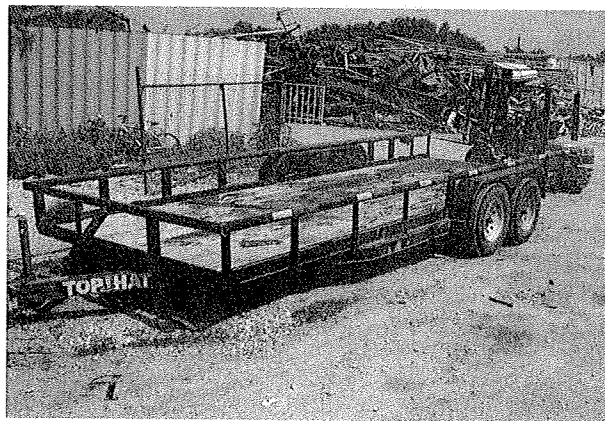
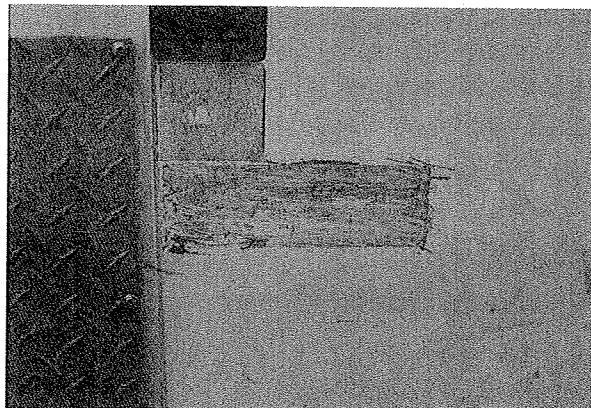
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**4 Recovered Stolen from a LoJack Hit on 03/30/09**



**Three Yamaha Street Racers / Two Honda Motocross recovered around the 1<sup>st</sup> of the Year**



**White Box Trailer missing the VIN Plate / Top hat trailer – Both trailers were recovered during 68-A inspections**



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**PROGRAM NARRATIVE**

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In addition to the items listed above, the following are also part of the program:

- Covert Interdiction – SCATTF implements covert operations throughout the area for the identification and apprehension of those involved in auto related criminal activity, recovery of property and prosecution of perpetrators in criminal auto burglary/theft activity.
- Overt Interdiction – SCATTF currently conducts special operations such as widespread auto interdiction, target interdiction and special assignments. Some of these special assignments include targeting particular areas where high levels of auto theft related criminal activity occurs.

The SCATTF removes most of the jurisdictional limitations, which thieves use against law enforcement, by allowing officers to cross county lines when investigating auto theft and motor vehicle related crime. Because the SCATTF has inter-local agreements with the included counties, the task force is able to operate smoothly and with joint effort. The SCATTF hopes that efforts will help auto theft decline in our jurisdictions, however, growth in the region continues to make this a challenge. While the population has increased by 10.2% from 2004 thru 2007, the reported vehicle thefts in the region has decreased by 4.2% indicating that the joint efforts of the SCATTF agencies and the Auto Burglary and Theft Prevention Authority are making a difference. This being the thirteenth (13<sup>th</sup>) year of participation in the grant process shows the commitment that the Sheriff's and County Officials in the participating counties have in wanting to reduce auto theft and their related crimes including Burglary of Vehicles.

Currently, the SCATTF includes a Sergeant, who oversees daily operations, manages the investigators and civilian staff, assists with cases and provides training to the employees. The Sergeant is also the direct liaison with ABTPA, the 16 Sheriff's that comprise SCATTF, TAVTII and other vital organizations. The Sergeant works closely with the investigators assisting them in meeting their goals, targeting "hot spots", reviewing all reports, statistics, paperwork (search warrants), covert and overt operation planning, intelligence and information sharing and assisting in public awareness projects.

The function of the field agents/investigators is to investigate criminal activity related to auto theft primarily in their geographical locations/areas. Among the activities they perform are salvage inspections, 68-A inspections, locate chop shops, conduct training classes, perform covert and overt surveillance, presentation of public awareness events and much more. In the past year there has been an increase in the number of 68-A inspections that are being conducted by the agents. In Wharton County in the past few months, the agent has been averaging forty-one 68-A's per month. The SCATTF agents are currently the only officers in their 15 county region performing 68-A inspections.

The Public Awareness Coordinator/Sr Office Specialist does date entry of auto theft and burglary related cases, answers phones, prepares mthly and quarterly statistics and reports, conducts the Public Awareness Events and much more.

Crime prevention, education, and training will continue to be a major focus of the task force. These goals will be accomplished through public awareness presentations (VIN Etchings, H.E.A.T.

**PROGRAM NARRATIVE**

Registrations), media releases, and our website ([www.scattf.org](http://www.scattf.org)) to reach the most citizens possible to educate them on the problems, causes of, and solutions to Auto Burglary and Auto Theft.

Continued training instruction by our agents will enable SCATTF to reach law enforcement officers throughout the 15 county region to educate and partner with them to help lower Auto Burglary and Auto Theft in Texas.

### **3. Functions of the Proposed Project (See Instructions on page 18)**

The target population includes a 15 county area with a combined population of more than 1.8 million and includes both rural and urban counties. The population of this area is projected to increase by more than 162% in the next 35 years. Counties such as Bell, Hays, and Travis are more urban and Auto Burglaries and Thefts are more likely to occur in these counties. Counties such as Blanco, Colorado, Lee, and Llano are more rural where theft rings and chop shops could easily go undetected.

As outlined below, the SCATTF is on schedule to meet or exceed all goals set for the current year.

<b>SCATTF Performance Measures</b>	<b>Goals for FY 09</b>	<b>Completed in first 6 months</b>	<b>Percent of goals completed</b>
Training Classes	10	7	70%
Public Awareness Presentations	115	95	83%
Salvage Inspections	40	10	25%
Interdiction Operations	200	131	66%
Chop Shop Identifications	7	5	71%
Vehicle Inspections – Other	1300	3816	294%
Public Reached thru media, mail outs, etc.	500,000	1,101,830	220%
Render Assistance to other Agencies	600	1,091	182%
68-A's	300	372	124%
Auto Burglary Surveillance Operations	10	6	60%
Warrant Arrest	10	21	210%
Cases Worked by Task Force Agents	1300	630	48%
Vehicles Recovered by Task Force Agents	700	329	47%

The extensive Field Training Program that the Task Force has shows the commitment of SCATTF to raising the education level of all officers in the task force so they in-turn can pass their knowledge onto other officers and the citizens that we serve.

It is due to the experience, qualifications and dedication of the task force agents and the public awareness coordinator that the task force is able to accomplish their objectives year after year, decrease the number of auto burglaries and auto thefts, and serve the citizens of the counties in which we operate and the State of Texas through our cooperative partnerships with other agencies and task forces.

The SCATTF has been an innovative program with task force counties working together to combat auto burglary and auto theft crime. Each Sheriff who provides an agent to SCATTF has expressed pleasure with the work performance and cohesiveness it provides. The task force enables counties to have a focused and cooperative effort on a specialized segment of crime, yet is tailored to meet the needs of each participant.



**PROGRAM NARRATIVE**

The task force continually works with other agencies within the state. These operations and cooperation allow the task force agents to learn from and teach others making them more effective and fostering relationships that assist in the sharing of information to help combat auto burglary and auto theft not only in our area but the state as a whole.

The Texas Commission on Law Enforcement Standards mandates all licensed officers participate in a cultural awareness class at a minimum of every other year. Federal law requires that a Racial Profiling Form be completed on all custody stops made.

#### **4. Proposed Evaluation Design (See Instructions on page 18)**

An important aspect in evaluating a program of this type is whether the participating agencies (Sheriff's) perceive the program as one that is worthwhile in their county and whether all counties are coordinating efforts with each other for the good of all involved. To receive feedback from the Sheriff's, there have been and will continue to be bi-yearly Board of Governor's meetings to discuss agenda items relevant to this project. Minutes from each meeting are recorded and all present are invited to speak on any item of interest. We have found that the attendance of board members helps foster and build relationships. These relationships lead to a quick resolution of issues that cross territorial boundaries historically difficult to cross.

We will continue to keep monthly stats to track the progress of the unit and monitor the crime statistics of our region and the state and country as a whole to ensure that we are continuing to make a difference in the fight against auto burglary and auto theft. Our goals for the 2009-2010 grant periods are in the chart below:

<b>Activity</b>	<b>Goals for FY 08-09</b>	<b>Goals for FY 09-10</b>
Training Classes	10	10
Public Awareness Presentations	115	115
Salvage Inspections	40	40
Interdiction Operations	200	200
Chop Shop Identifications	7	7
Vehicle Inspections – Other	1,300	1,300
Public Reached thru media, mail outs, etc.	500,000	500,000
Render Assistance to other Agencies	600	600
68-A's	300	300
Auto Burglary Surveillance Operations	10	10
Warrant Arrest	10	10
Cases Worked by Task Force Agents	1,300	840
Vehicles Recovered by Task Force Agents	700	585

## **AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY**

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### **PROGRAM NARRATIVE**

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This past year we were unable to keep our Burnet County Agent due to lack of funds. In January 2009 both the agent and the county were transferred to the Heart of Texas Task Force. The Sheriff's Combined Auto Theft Task Force and the Heart of Texas Task Force share joint inter-local agreements with Burnet County. With the Sheriff's Combined Auto Theft Task Force losing the Burnet County agent we decreased our goals for cases worked and vehicles recovered for the FY09 grant.

ABTPA rules require that three persons be designated to the positions of Authorized Official, Project Director, and Financial Officer for the purposes of administering a grant. The Project Director and the Financial Officer may not be the same person, but under extenuating circumstances, one person may otherwise fill two positions. In accordance with the criteria and definition of responsibilities set forth in the Financial and Administrative Requirements section of the ABTPA Grant Application and Administration Guidelines governing submission of this application, the following designations are made:

**PROJECT TITLE:** Sheriff's Combined Auto Theft Task Force (SCATTF)

**512.854.9125 / 512.854.9164 (fax)**  
**Telephone and Fax Numbers**

**512.854.9555 / 512.854.9535 (fax)**  
**Telephone and Fax Numbers**

# **AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY**

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## **SPECIAL CONDITION**

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### **AMERICANS WITH DISABILITIES ACT CERTIFICATION**

The Grantee hereby assures and certifies compliance with Subchapter II, Part A of the Americans with Disabilities Act (ADA), 42 U.S.C., Sections 12131-12134, and Department of Justice ADA regulations, 28 CFR Part 35.

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Date

Travis County  
Grantee

Sheriff's Combined Auto Theft Task Force  
Project Title.

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**SPECIAL CONDITION**

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**Non Supplanting Certification**

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a), §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

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**AUTHORIZED OFFICIAL**

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**DATE**

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**Travis County**  
**GRANTEE**

# AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

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## SPECIAL CONDITION

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### COMPLIANCE REQUIREMENT

The attached digest of your grant application represents the Automobile Burglary & Theft Prevention Authority Board's approved amount. The digest represents budgeted amounts only and does not approve any items that conflict with the participating agency's personnel, procurement, travel, or local government code policies and procedures.

The grantee will be responsible in determining that the following requirements are being met prior to the release of funds:

- 1) Salaries are in accordance with local policy of the participating agencies.
- 2) Personnel are classified in accordance with the needed qualification for the position.
- 3) Fringe Benefits are in accordance with local policy of the participating agencies.
- 4) Travel Policy is in accordance with the travel policy of the participating agencies.

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Travis County  
Grantee

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**SPECIAL CONDITION**

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**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION**

I, \_\_\_\_\_, certify that:

This agency employs fewer than 50 people; therefore, the \_\_\_\_\_  
(Agency)

is not required to file an equal opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.

or

This agency employs 50 or more people and has received or applied to the Automobile Burglary & Theft Prevention Authority for total funds in excess of \$25,000; therefore, the \_\_\_\_\_  
County of Travis  
(Agency) has formulated an equal employment opportunity

program in accordance with 28 CFR 42.301 et seq., Subpart E and that it is on file in the office of:

\_\_\_\_\_  
Linda Moore Smith  
(name)

\_\_\_\_\_  
Director Human Resources  
(title)

\_\_\_\_\_  
PO Box 1748, Austin, TX 78767  
(address)

for review or audit by an official of the Automobile Burglary & Theft Prevention Authority as required by relevant laws and regulations.

PROJECT TITLE: Sheriff's Combined Auto Theft Task Force

\_\_\_\_\_  
Authorized Official (signature)

\_\_\_\_\_  
Project Director (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY**

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### **SPECIAL CONDITION**

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#### **ASSURANCES**

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

1. A grantee and subgrantee must comply with ABTPA grant rules and UGMS.
2. A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
3. A grantee and subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
4. A grantee and subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law.
5. A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child payments.
6. No health and human services agency or public safety or law enforcement agency may contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
7. A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.



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**SPECIAL CONDITION**

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**ASSURANCES (continued)**

8. When incorporated into a grant award or contract, these standards assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met. (See Section \_\_\_\_\_.36 for additional guidance on contract provisions.)
9. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
10. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
12. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

## **AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY**

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### **SPECIAL CONDITION**

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#### **ASSURANCES (continued)**

13. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
14. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
15. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)
16. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibit the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

## **AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY**

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### **SPECIAL CONDITION**

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#### **ASSURANCES CERTIFICATION**

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary & Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Automobile Burglary & Theft Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

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Authorized Official

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Date

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**SPECIAL CONDITION**

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**INDEPENDENT ANNUAL AUDIT CERTIFICATION**

The grantee hereby assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, PL 104 - 156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):

1.   X   Grant(s) expenditures of \$300,000 or more in federal funds - An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
2.        Grant(s) expenditures of \$300,000 or more in state funds - An annual single audit by an independent auditor made in accordance with the Uniform Grant and Contract Management Standards (UGCMS).
3.        Grant(s) expenditures of less than \$300,000 in federal funds - Exempt from the Single Audit Act. However, ABTPA may require a limited scope audit as defined in OMB Circular A-133.
4.        Grant(s) expenditures less than \$300,000 but \$50,000 or more in state funds - A program-specific audit.
5.        Grant(s) expenditures less than a total of \$50,000 in state funds - Financial Statements audited in accordance with Generally Accepted Auditing Standards (GASS).

**NOTE:** Grantees exempt from the Single Audit Act requirements (i.e. those expending less than \$300,000 in total federal financial assistance) are prohibited from charging the cost of a Single Audit to a Federal Award.

\_\_\_\_\_  
**Authorized Official (Signature)**

\_\_\_\_\_  
**Financial Officer (Signature)**

\_\_\_\_/\_\_\_\_/\_\_\_\_  
**Date**

\_\_\_\_/\_\_\_\_/\_\_\_\_  
**Date**

**Travis County**  
\_\_\_\_\_  
**Grantee Organization**

**SA-T01-10069**  
\_\_\_\_\_  
**Grant Number**

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Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

1. The identity of the organization conducting the audit.
2. Approximate time audit will be conducted.
3. Audit coverage to be provided.

## GRANT SUMMARY SHEET

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

Department/Division:	Travis County Attorney's Office – Family Violence Division
Contact Person/Title:	M. Ellen. L Parsons, LMSW – Senior Victim Counselor
Phone Number:	512-854-3200 or 512-854-9415

Grant Title:	Family Violence Accelerated Prosecution Program		
Grant Period:	From:	09/01/2007	To: 11/30/2008
Grantor:	Office of the Governor – Criminal Justice Division		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	<b>TOTAL</b>
Personnel:		90,837.00		48,860.00	14,000.40	154,097.00
Operating:						0
Capital Equipment:						0
Indirect Costs:						
Total:	0	90,837.00	0	48,860.00	14,000.40	154,097.00
De-Obligation		26,534.22 not spent				
FTEs:		1.00		1.00		2.00

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

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/06	3/31/07	6/31/07	9/30/07	
Applicable Depart. Measures						
Average # of days to file a family violence type criminal case	50	N/A	2 months	Under 20 days	Under 20 days	55
Measures For Grant	1/2/07-8/31/07					
	3497					

Outcome Impact Description	# of cases received					
	3007					
Outcome Impact Description	# of cases where FV Misd filed					
Outcome Impact Description						

### **PBO Recommendation:**

This is a request to ratify the de-obligation of \$26,534 of unspent funds in the Family Violence Accelerated Prosecution grant program. The Auditor's Office was notified of the request to de-obligate the funds by the Criminal Justice Division of the Governor's Office on July 1<sup>st</sup> with a July 2<sup>nd</sup> deadline to respond. Because this very short turnaround time, PBO approved this action in the eGrant system. This item is requesting the Commissioners Court to ratify that action and to be informed of the de-obligation of the funds. Please see memo from the County Attorney's Office for additional details.

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

The Travis County Attorney's Office seeks to enhance its victim outreach services and increase the efficiency of prosecuting family violence criminal cases.

The high volume of family violence cases, each with a victim needing outreach, combined with a slow intake process and the request for trials have contributed to a large backlog of trials in recent years.

With VAWA grant funds, the County Attorney was able implement a vertical prosecution program in March 2007. Vertical prosecution is the process of using the same prosecutorial team from the time a complaint is reviewed until a final disposition in the case is reached. Utilizing vertical prosecution avoids the traditional intake process and its inherent time delays. Instead of two departments reviewing one case, family violence cases will be comprehensively reviewed and prosecuted by the same team of family violence prosecutors. With a streamlined intake process, the County Attorney will reduce the family violence filing days by from 38 days to 20 days. Currently, our attorneys report that cases are being filed in under 2 weeks. Vertical prosecution has made a significant impact on the filing process.

Furthermore, vertical prosecution allows for prosecutors to plan case strategy earlier. Recommendations for punishment can be made sooner and evidence such as 911 tapes, photographs and medical records can be obtained earlier, before such evidence might be lost. Vertical prosecution would also allow for the prosecutorial staff and the victim to build rapport earlier, giving the victim more faith in the criminal justice system and making it less likely that the victim will recant.

*Expanding personnel is a critical component of creating a family violence vertical prosecution program. Implementing a vertical prosecution program increased the rate of disposition of family violence cases and enhance victim outreach services. Through the VAWA grant, we were allotted funding to hire 1.0 FTE prosecutors the contract period from 9/1/07-8/31/09.*

*We were able to hire one part-time (0.5) prosecutor with the grant money. However, our office was unable to hire another part-time (0.5) prosecutor, immediately after receiving the contract, resulting in \$26,534.22 of the grant money unspent.*

Another vital component of vertical prosecution is providing victim advocacy in-court year-round. With the match funded victim counselor and volunteer victim counselor interns providing

services it is anticipated that up to 600 family violence victims could be provided outreach services per year.

Through the assistance of grant funds, the Family Violence Division of the Travis County Attorney's Office is taking a multi-disciplinary approach, employing victim counselors and prosecutors, to address the issue of domestic violence. While we seek to increase our prosecution efforts through the implementation of vertical prosecution, we also recognize the need to provide services to the victims involved in each family violence case the County prosecutes.

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

This current VAWA grant is available 1-year at a time. If the TCAO performs adequately then we have priority eligibility to re-apply for an additional year. We are required to provide a match and office space, equipment, and supplies for grant funded employees. The info in the next section provides information about the match required.

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

A 35% match for this new VAWA grant contract.

The TCAO provides an in-kind match of UT Social Work Volunteer Victim Counselor Interns. Their work provides a total of \$14,400 of in-kind match.

The TCAO also provides a cash-match of 1.0 FTE Victim Counselor position. This position provides \$48,860.00 of a cash-match.

The FTE Victim Counselor provided supervision to the Victim Counselor Interns which overall is related to the impact of the victim services provided for the outcome of this grant as well.

Should costs result from activities not covered by the grant then the TCAO will access discretionary funds.

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

Yes, this grant contract offers an 2% indirect cost allocation

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



Using vertical prosecution is a program for the County Attorney that was implemented as a pilot as a result of the last VAWA grant contract.

The effectiveness of vertical prosecution has been positive and effective. If this program does not meet the needs of our agency and the community, in the future, then we will likely return to the traditional intake method. The traditional intake method, a primary function of our agency, would not incur additional costs or use of departmental resources

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

It would benefit TCAO to continue with this vertical prosecution due to its effectiveness mentioned in question number 1.

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.

Continuing a vertical prosecution program (and 1.0 FTE Attorneys) funded by VAWA, the County Attorney seeks to reduce the family violence filing days by from 38 days to 14 days. Additionally, 1.0 FTE Attorneys will assist with managing the ever-increasing family violence caseload; the FY08 expected caseload is over 3,500 family violence cases.

Vertical prosecution creates an opportunity for punishment recommendations and case strategy that start at the date of filing, rather than waiting until the defense attorney places the case on a particular docket, which traditionally has been the jury docket. Ultimately, vertical prosecution will continue to speed up the disposition of a criminal case with faster filing and continuity of the prosecutorial staff from intake to disposition. Vertical prosecution is proving to be a vital part of our agency



DAVID ESCAMILLA  
COUNTY ATTORNEY



COUNTY ATTORNEY'S OFFICE  
314 W. 11<sup>TH</sup> ST.  
SUITE 300  
AUSTIN, TEXAS 78701  
Phone: (512) 854-9415  
Fax: (512) 854-9316

\*\*\*HIGH PRIORITY\*\*\*

**TO:** Katie Peterson, PBO  
**Cc:** David Escamilla, TCAO  
Mack Martinez, TCAO  
Chantelle Graham, TCAO  
Amanda Valdez, TCAO  
Nisha Sharma, Auditor's Office  
Travis Gatlin, PBO  
**FROM:** Ellen Parsons LMSW, TCAO  
**DATE:** 07/01/2009  
**RE:** VAWA Grant Award WF-07-V30-18392-02 - DEOBLIGATION

---

Dear Kate,

The Travis County Attorney's Office was sent a Statement of our Grant Award for the S.T.O.P. Violence Against Women Act (VAWA) from the Office of the Governor for the time period of 9/1/07 - 11/30/08.

The funding from the grant provided TCAO with the ability to hire 1.0 FTE intake prosecutor for the vertical prosecution program in the Family Violence Division. The award amount was \$90,837.00.

TCAO is requesting that we can de-obligate the amount of \$26,534.22. TCAO was able to hire one part-time (0.5) prosecutor with the grant money. However, our office was unable to hire another part-time(0.5) prosecutor, immediately after receiving the contract, resulting in \$26,534.22 of the grant money unspent.

It is important that this issue get on the next Commissioner's Court agenda for review on 7/14/09.

Enclosed for your review is the following document:

1) Grant Review Summary Sheet

Should you have any questions regarding this grant, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Ellen Parsons LMSW".

Ellen Parsons LMSW

Senior Victim Counselor/Social Worker

Office: 512-854-3200

Fax: 512-854-9316

Travis County Attorney's Office - Family Violence Division

78

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## Travis County Commissioners Court Agenda Request

Voting Session July 14, 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 \$935,349.68, for the period of June 26, 2009 to July 2, 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)

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** July 14, 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 26, 2009 to July 2, 2009

**REIMBURSEMENT REQUESTED  
FOR THIS PERIOD:** \$935,349.68

**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 \$935,349.68.

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 26, 2009 TO JULY 2, 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

DATE: July 14, 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 26, 2009  
 TO: July 2, 2009

**REIMBURSEMENT REQUESTED:****\$ 935,349.68**

## SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,958,990.97
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: July 7, 2009	\$ (1,023,641.46)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 935,349.68
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 935,349.68

The claims have been audited for eligibility and all were eligible in the period covered by the claim.

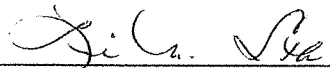
All claims over \$25,000 (3 this week totaling \$154,497.46) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.


Fifteen percent (15%) of all claims under \$25,000 (\$119,992.87) 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 \$49,802.10.

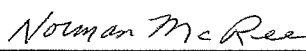
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 7-8-09  
 Linda Moore Smith, Director Date

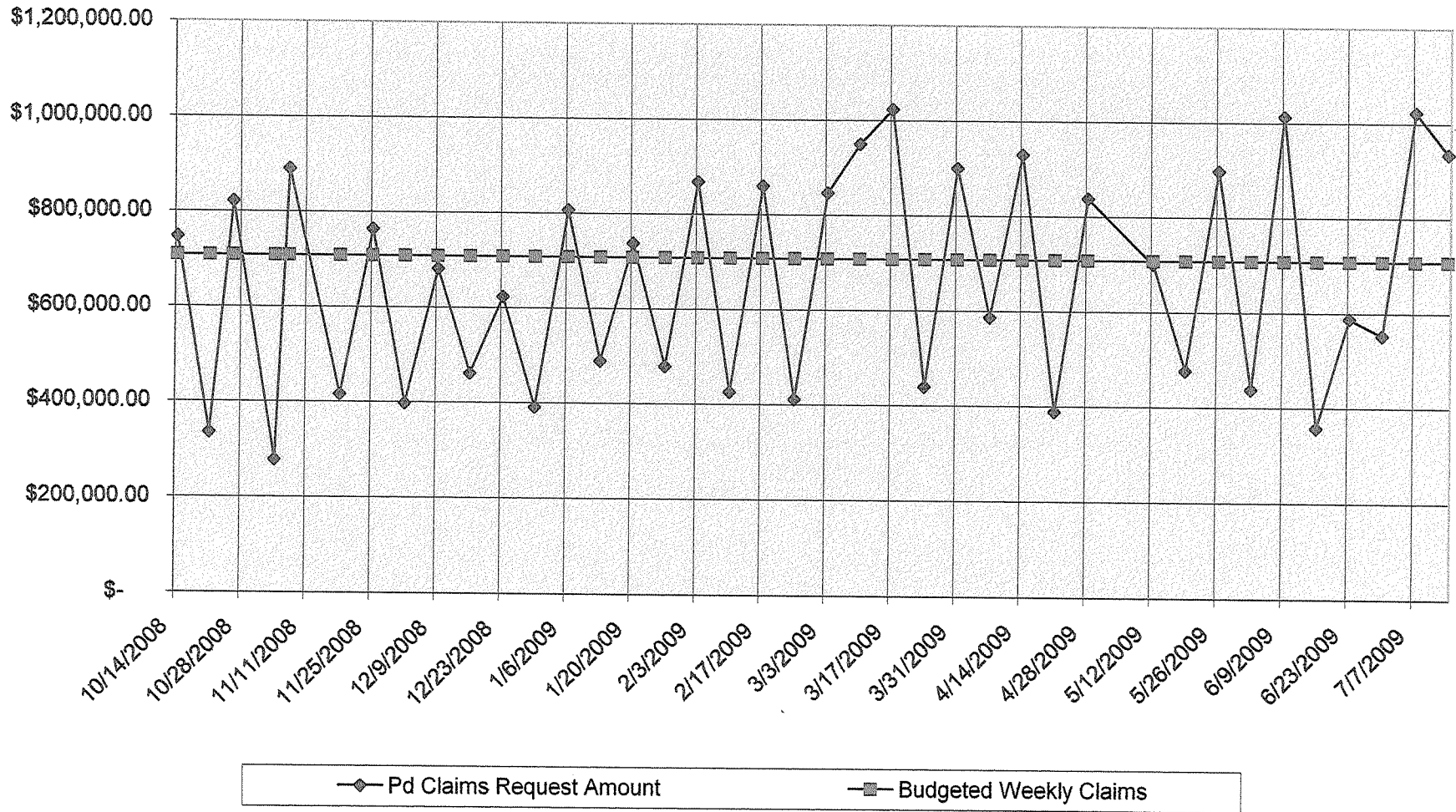
 7-8-09  
 Dan Mansour, Risk Manager Date

 7/8/09  
 Cindy Purinton, Benefit Contract Administrator Date

 7/8/09  
 Norman McRee, Financial Analyst Date

\*\* Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

**TRAVIS COUNTY BENEFIT PLAN**  
**FY09 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$708,314.75**



# TRAVIS COUNTY EMPLOYEE BENEFIT PLAN

Last updated 7-9-09 at 4:57 pm  
**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
6/19/09-6/25/09	7/7/2009	\$ 1,023,641.46	\$ 708,314.75	3	\$ 262,112.30
6/26/09-7/2/09	7/14/2009	\$ 935,349.68	\$ 708,314.75	3	\$ 11,992.87
	Paid and Budgeted Claims - to date	\$ 25,780,118.50	\$ 27,624,275.25		
	Amount Under Budget		\$ (1,844,156.75)		
	Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.				

Last updated 7-9-09 at 4:51pm

**From:** <SIFS FAX@UHC.COM>  
**To:** <NORMAN.MCREE@CO.TRAVIS.TX.US>  
**Date:** 7/3/2009 5:45 AM  
**Subject:** UHC BANKING REPTS/C

**TO:** NORMAN MCREE  
**FAX NUMBER:** (512) 854-3128  
**PHONE:** (512) 854-3828  
**FROM:** UNITEDHEALTH GROUP  
 AB5

## NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

**DATE:** 2009-07-06      **REQUEST AMOUNT:** \$1,958,990.97

**CUSTOMER ID:** 00000701254  
**CONTRACT NUMBER:** 00701254 00709445  
**BANK ACCOUNT NUMBER:** 0475012038      **ABA NUMBER:** 021000021  
**FUNDING**      **ADVICE FREQUENCY:** DAILY  
**FREQUENCY:** FRIDAY      **INITIATOR:** CUST      **METHOD:** ACH      **BASIS:** BALANCE

## CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2009-07-02	\$301,644.85
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
<b>= UNDER DEPOSIT:</b>	<b>\$1,637,073.15</b>
+ CURRENT DAY NET CHARGE:	\$321,917.82
+ FUNDING ADJUSTMENTS:	\$00.00

**REQUEST AMOUNT:**      **\$1,958,990.97**

## ACTIVITY FOR WORK DAY: 2009-06-26

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$63,403.60	\$00.00	\$63,403.60
<b>TOTAL:</b>	<b>\$63,403.60</b>	<b>\$00.00</b>	<b>\$63,403.60</b>

## ACTIVITY FOR WORK DAY: 2009-06-29

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$107,426.29	\$00.00	\$107,426.29

Page: 1 of 2



## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009\_07\_02

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	26.58	UX	47664333	AI		11 MAMIE	6/22/2009	20	7/2/2009
701254	632	26.58	UX	47664334	AI		11 MAMIE	6/22/2009	20	7/2/2009
701254	632	-38.11	RB	73484202	AI		3 WILLIAM KR	6/24/2009	50	7/2/2009
701254	632	34.29	RC	87314221	AI		16 JUDITH SCI	6/26/2009	100	7/2/2009
701254	632	37	RC	88247441	AI		16 ELLEN	6/26/2009	100	7/2/2009
701254	632	5,798.02	RC	88405264	AI		16 RONALD SC	6/26/2009	100	7/2/2009
701254	632	18.33	RC	88421273	AI		3 THERESE I	6/26/2009	100	7/2/2009
701254	632	1.79	RC	88430471	AI		11 BOBBY	6/26/2009	100	7/2/2009
701254	632	139.3	RC	88431681	AI		16 LINDA RAE	6/26/2009	100	7/2/2009
701254	632	78.29	RC	88443641	AI		11 ROBERTO I	6/26/2009	100	7/2/2009
701254	632	610.69	RC	88443642	AI		11 ROBERTO I	6/26/2009	100	7/2/2009
701254	632	40.36	RC	88443643	AI		11 ROBERTO I	6/26/2009	100	7/2/2009
701254	632	34.08	RC	88443644	AI		11 ROBERTO I	6/26/2009	100	7/2/2009
701254	632	21.34	RC	88445516	AI		11 PEGGY GR	6/26/2009	100	7/2/2009
701254	632	509.27	RC	88450341	AI		16 JANE	6/26/2009	100	7/2/2009
701254	632	21.02	RC	88450531	AI		16 JANE	6/26/2009	100	7/2/2009
701254	632	412.46	RC	88451841	AI		16 JANE	6/26/2009	100	7/2/2009
701254	632	-58.8	NN	SSN0000C	AL		0 SANDY	6/24/2009	600	7/2/2009
701254	632	-22,404.58	NN	SSN0000C	AL		0 JOSE	6/24/2009	600	7/2/2009

935,349.68

# ***Travis County Hospital and Insurance Fund - County Employees***

## ***UHC Payments Deemed Not Reimbursable***

For the payment week ending: 07/02/2009

<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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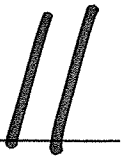
***Total:*** \$0.00

# Travis County - Hospital and Self Insurance Fund (526)

## Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 7/2/2009

TYPE	MEMBER TYPE	TRANS_AMT
<b>CEPO</b>		
	EE	
	526-1145-522.45-28	190,107.07
	RR	
	526-1145-522.45-29	36,642.16
Total CEPO		\$226,749.23
<b>EPO</b>		
	EE	
	526-1145-522.45-20	195,526.90
	RR	
	526-1145-522.45-21	23,288.54
Total EPO		\$218,815.44
<b>PPO</b>		
	EE	
	526-1145-522.45-25	409,848.66
	RR	
	526-1145-522.45-26	79,936.35
Total PPO		\$489,785.01
Grand Total		\$935,349.68



## Travis County Commissioners Court Agenda Request

Voting Session 7/14/09  
(Date)

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

**I. Request made by:**

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

Routine Personnel Actions

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

**II. Additional Information**

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

**III. Required Authorizations:** Please check if applicable:

\_\_\_\_\_ Planning and Budget Office (854-9106)

\_\_\_\_\_ Human Resources Management Department (854-9165)

\_\_\_\_\_ Purchasing Office (854-9700)

\_\_\_\_\_ County Attorney's Office (854-9415)

\_\_\_\_\_ County Auditor's Office (854-9125)



# HRMD

*Human Resources Management Department*

1010 Lavaca Street, 2<sup>nd</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

**July 14, 2009**

**ITEM # :**

**DATE:** July 2, 2009

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

**VIA:** Alicia Perez, Executive Manager, Administrative Operations

**FROM:** Linda Moore Smith, Director, HRMD 

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 5.**

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

LMS/TLO/clr

**Attachments**

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

**WEEKLY PERSONNEL AMENDMENTS --- ROUTINE**

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
<b>County Atty</b>	93	Office Specialist	10 / Minimum / \$24,079.54	10 / Minimum / \$24,079.54
<b>Criminal Justice Planning</b>	51	Attorney IV**	26 / Minimum / \$71,084.42	26 / Minimum / \$71,084.42
<b>Fac Mgmt</b>	121	Building Maint Worker Sr	11 / \$29,933.07	11 / \$29,933.07
<b>ITS</b>	75	Planning Mgr	22 / \$60,000.00	22 / \$60,000.00
<b>Juvenile Court</b>	154	Juvenile Probation Div Dir	25 / Level 3 / \$72,404.80	25 / Level 3 / \$72,404.80
<b>TNR</b>	543	Environmental Spec Sr	19 / Minimum / \$44,240.56	19 / Minimum / \$44,240.56
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
<b>HHS</b>	20053	Executive Asst	16 / \$23.87	16 / \$23.87	02
<b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Sheriff</b>	209	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$53,292.93	\$59,521.07	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	289	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Sheriff</b>	976	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1066	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1130	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1392	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1395	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1496	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<b>CAREER LADDERS – NON-POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Juvenile Court</b>	575	Juvenile Detention Ofcr II* / Grd 13	Juvenile Detention III / Grd 14	\$30,696.37	\$32,231.18	Career Ladder. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>						

THIS SECTION LEFT BLANK INTENTIONALLY.

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Constable 2</b>	Slot 40 / Deputy Constable Sr / Grd 62 / \$52,371.49	<b>Constable 2</b>	Slot 40 / Deputy Constable / Grd 61 / \$47,708.96	Demotion. Peace Office Pay Scale (POPS).
<b>County Atty</b>	Slot 132 / Attorney VI / Grd 28 / \$86,835.22	<b>County Atty</b>	Slot 29** / Attorney VI / Grd 28 / \$86,835.22	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Fac Mgmt</b>	Slot 3 / Office Specialist / Grd 10 / \$24,979.54	<b>Fac Mgmt</b>	Slot 3 / Office Specialist / Grd 10 / \$27,477.49	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Juvenile Court</b>	Slot 44 / Juvenile Probation Ofcr Lead / Grd 17 / \$48,843.96	<b>Juvenile Court</b>	Slot 42 / Juvenile Case Work Mgr / Grd 19 / \$53,728.36	Promotion. Pay is between min and midpoint of pay grade.
<b>Juvenile Court</b>	Slot 289 / Juvenile Shift Supv / Grd 19 / \$50,743.33	<b>Juvenile Court</b>	Slot 32 / Juvenile Shift Supv / Grd 19 / \$50,743.33	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Juvenile Court</b>	Slot 324 / Juvenile Probation Ofcr II / Grd 15 / \$36,795.20	<b>Juvenile Court</b>	Slot 187 / Juvenile Probation Ofcr II / Grd 15 / \$36,795.20	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Juvenile Court</b>	Slot 371 / Juvenile Probation Ofcr III / Grd 16 / \$39,132.01	<b>Juvenile Court</b>	Slot 372 / Juvenile Probation Ofcr Lead / Grd 17 / \$41,088.61	Promotion. Pay is between min and midpoint of pay grade.
<b>Sheriff</b>	Slot 191 / Counselor Sr / Grd 16 / \$43,522.35	<b>Criminal Courts</b>	Slot 133 / Counselor Sr / Grd 16 / \$45,151.39	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade. Pay is at midpoint of pay grade.
<b>* Actual vs Authorized      ** Slot removed from green-circled table. PBO confirmed funding.</b>				



<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Sheriff</b>	Slot 1772 / Security Coord / Grd 12 / \$33,777.95	<b>Sheriff</b>	Slot 1535 / Security Coord / Grd 12 / \$33,777.95	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Tax Collector</b>	Slot 15 / Accountant Sr / Grd 18 / \$59,707.57	<b>Tax Collector</b>	Slot 41 / Accountant / Grd 16 / \$53,736.81	Voluntary job change. Pay is between midpoint and max of pay grade.
<b>Tax Collector</b>	Slot 52 / Accounting Clerk / Grd 11 / \$31,972.05	<b>Tax Collector</b>	Slot 52 / Accounting Clerk / Grd 11 / \$33,250.93	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>Tax Collector</b>	Slot 76 / Accounting Clerk / Grd 11 / \$30,645.14	<b>Tax Collector</b>	Slot 76 / Accounting Clerk / Grd 11 / \$33,096.75	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>Tax Collector</b>	Slot 132 / Accountant / Grd 16 / \$42,256.41	<b>Tax Collector</b>	Slot 132 / Accountant / Grd 16 / \$43,524.10	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>				

**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**

12✓

**Travis County Commissioners Court Agenda Request**

Voting Session July 14, 2009 Work Session \_\_\_\_\_  
(Date)

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. Consider and take appropriate action on the attached UnitedHealthcare (UHC) Medicare Reclamation Unit authorization letter.

B. Grant authority to sign subsequent Medicare debt letters to the Risk and Benefit Manager and to the Benefit Administrator.

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

- I. 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:

II. Required Authorizations: Please check if applicable:

☒ Planning and Budget Office (854-9106)

☒ Human Resources Department (854-9165)

☒ Purchasing Office (854-9700)

☒ County Attorney's Office (854-9415)

☒ County Auditors Office (854-9125)

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 JUL - 9 PM 1:34



# HRMD

## Human Resources Management

1010 Lavaca Street, Suite 200

P.O. Box 1748

Austin, Texas 78767

(512) 854-9165 / FAX(512)

### Backup Memorandum

DATE: July 1, 2009

TO: Members of the Commissioners Court

FROM: Alicia Perez, Executive Manager of Administrative Operations  
Dan Mansour, Risk and Benefit Manager  
Cindy Purinton, Benefit Administrator

Subject: Medicare Reclamation Authorization letter

### Proposed Motion

- A. Consider and take appropriate action on the attached UnitedHealthcare Medicare Reclamation Unit authorization letter.
- B. Authorize Benefit Manager or Benefit Administrator to sign subsequent letters of the same type.

### Background and Summary

The Medicare as Secondary Payer Act, (Federal legislation<sup>1</sup>) that allows Medicare to come back to employers and or health plans on claims paid as primary by Medicare in error. This legislation allows Medicare to submit claims back to employers and or health plans for primary payment while Medicare adopts a secondary position. The reprocessing of these claims can be very time consuming and complex, as many of these claims are several years old. Medicare has now subcontracted out this process and is being very aggressive on the collection of these payments. In fact, if payment takes too long in their estimation, they can offset Medicare payments to an entity, such as the Travis County Sheriffs office. This has happened in fact at Travis County in the last few months. UHC has a unit specifically tasked with the settlement of these claims issues. This is the unit that is asking for the signed authorization.

### Budgetary and Fiscal Impact

There is not a fee for this service to the County from UHC, it is included in our administrative fee. The fiscal impact of this authorization would be to expedite payment of these Medicare as Secondary claims and avoid possible offsets of needed Medicare payments to the County for services billed to Medicare.

<sup>1</sup>Section 1862(b) of the Social Security Act {42 USC Section 1395y(b)(5)}.  
Applicable regulations are found at 42 CFR Part 411 (1990).

Last updated 7-9-09 at 4:51pm  
**Staff Recommendations**

Staff recommends approval of this motion.

**Authorizations**

<u>      X      </u>	Planning and Budget Office (854-9106)
<u>      X      </u>	Human Resources Management Department (854-9165)
<u>      X      </u>	Purchasing Office (854-9700)
<u>      X      </u>	County Attorney's Office (854-9415)
<u>      X      </u>	County Auditor's Office (854-9125)



Printed 7-9-09 at 4:51pm

## Human Resources Management

1010 Lavaca Street, Suite 200 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

To Whom It May Concern:

**Travis County** authorizes United Healthcare to resolve all health plan related debts involving Medicare on its behalf.

**Travis County** further authorizes Centers for Medicare and Medicaid Services, Medicare Contractors, their employees and agents, and the Department of the Treasury and its employees, contractors, and agents to disclose to United Healthcare until these debt(s) are closed, any and all information related to the health plan related debt(s) involving Medicare.

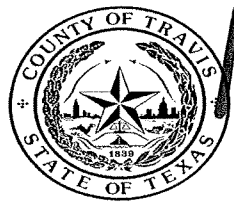
**Travis County**

(Signature)\_\_\_\_\_

(Title)\_\_\_\_\_ County Judge

(Date)\_\_\_\_\_

Date sent to DOT:\_\_\_\_\_



14

**VOTING SESSION:**     07/14/09

I.     Request made by:     Roger Jefferies, Executive Manager, Justice and Public Safety

Requested topic:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE  
LIST OF POTENTIAL SAFE HAVENS ADVISORY COMMITTEE MEMBERS AND  
RECEIVE AN UP-DATE ON THE SAFE HAVENS GRANT.

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
- Cecelia Burke, Domestic Relations Office, 49680

Required Authorizations: Please check if applicable.

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

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

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

- ☐ Change in your department's personnel (reorganization, restructuring, etc.)

**Purchasing Office (854-9700)**

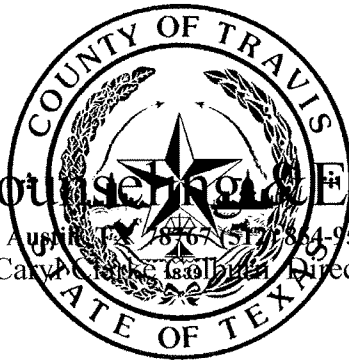
- ☐ Bid, Purchase Contract, Request for Proposal, Procurement

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

- ☐ Contract, Agreement, Policy & Procedure

**AGENDA REQUEST DEADLINE:**

All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 p.m. on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting



# Travis County Counseling & Education Services

P.O. Box 1748, Austin, TX 78767-5178; 854-9540; Fax 854-9146  
Caryl Colburn, Director

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## MEMORANDUM

---

**TO:** TRAVIS COUNTY COMMISSIONERS COURT  
**THROUGH:** ROGER JEFFERIES, JUSTICE AND PUBLIC SAFETY EXECUTIVE MANAGER  
**FROM:** CARYL COLBURN, CES DIRECTOR  
**SUBJECT:** REQUEST TO APPROVE SAFE HAVENS ADVISORY COMMITTEE LIST  
**DATE:** JULY 1, 2009

RV

On 11/04/08 Travis County Commissioners Court approved an award for \$200,000 from the U.S. Department of Justice, Office on Violence Against Women (OVW) for a Safe Havens: Supervised Visitation and Exchange Grant Program. The purpose of the Safe Havens Grant is to explore opportunities for community wide planning to determine how safe visitation services may be offered to families where domestic violence is an issue between intimate partners.

As we had to make several changes to the scope and budget of the grant we received, Travis County did not obtain the federal funding until 04/02/09. Since we have obtained the funding, we have hired a part time Director of the Safe Havens Grant and a part time Office Specialist, Sr. The director has been working with the Collaboration Team to create a Mission Statement and Guiding Principles for the Travis County Safe Havens Grant (please see Attachment A). She has also been meeting with community leaders to create community wide awareness of the Safe Havens Grant and prepare for the development of the Safe Havens Advisory Committee.

The Safe Havens Grant will allow Travis County to establish an Advisory Committee and work collaboratively with multi-disciplinary partners involved in supervision and visitation exchanges to create a plan to meet the needs of the community in regards to domestic violence. To accomplish this, the Travis County Safe Havens Advisory Committee will guide and inform various components of the grant's objectives. For example, they will advise on the execution of the community needs assessment.

The community needs assessment will be conducted in order to provide an evaluation of the current safe exchange options, best practices and recommendations for Travis County. Information will be collected from community members through interviews, surveys and focus groups to help identify the strengths and weaknesses of the previous and current system. Training materials for project partners will also be developed and produced.

Attached for your approval is a draft list (please see Attachment B) of community members/agencies that the Safe Havens Collaboration team is recommending for the Safe Havens Advisory Committee. **Please note that we would welcome any suggestions from the Commissioners Court for additional committee members.** Once we receive approval, invitations will be sent out for the first meeting scheduled for September 9, 2009.

ATTACHMENT A

## **Safe Havens: Supervised Visitation and Exchange Grant Program**

### **Our Mission Statement:**

*To provide a place for supervised visitation and safe exchanges that enhances safety and respects the individuality of families experiencing domestic abuse.*

### **Our Guiding Principles:**

#### **Principle I Equal Regard for the Safety of Children and Adult Victims**

*Our center will consider as its highest priority the safety of children and adult victims and will treat both with equal regard.*

#### **Principle II Value Multiculturalism and Diversity**

*Our centers will be responsive to the background, circumstances, and culture of our community and the families we serve.*

#### **Principle III Incorporate an Understanding of Domestic Violence into Center Services**

*Our center will demonstrate a comprehensive understanding of the nature, dynamics, and impact of domestic violence and incorporate that understanding into our services.*

#### **Principle IV Respectful and Fair Interactions**

*Our centers will treat every individual using our services with respect and fairness, while taking into account the abuse that has occurred within the family.*

#### **Principle V Community Collaboration**

*Our community collaborative will strive (1) to ensure a holistic response to each family member's needs; (2) to stop continued abuse of children and adult victims; and (3) to eliminate the social conditions that cause intimate partner violence.*

#### **Principle VI Advocacy for Children and Adult Victims**

*Our center will work with the community collaborative to ensure that children and adult victims have meaningful access to services and will actively link individuals to those services.*



## **Travis County Safe Havens Advisory Committee List**

**Kendall Antonelli**

American Gateways  
314 Highland Mall Boulevard Ste. 501  
Austin, TX 78752  
(512)478-0546

**Tamara Atkinson**

Deputy Director  
External Affairs  
Workforce Solutions  
512.597.7104

**Sarah M. Buel**

Clinical Professor of Law  
University of Texas School of Law  
727 E. Dean Keeton Street  
Austin, TX 78705  
Tel: 512.232.9326  
Fax: 512.471.6988

**The Honorable Michael Denton**

Travis County Court No. 4  
Blackwell-Thurman Criminal Justice Center  
Third Floor  
509 West 11<sup>th</sup>  
Austin, TX 78701  
512.854.4717

**Constable Bruce Elfant**

Travis County Constable, Precinct 5  
1003 Guadalupe Street  
Austin, TX 78701  
512.854.9100

**Sherri E. Fleming**

Executive Manager  
Health and Human Services & Veterans Services  
100 N. IH 35  
Austin, TX 78701  
512.854.4100

**Dorothy A. D'Ann Johnson, Esq.**

Branch Manager  
Texas RioGrande Legal Aid  
4920 N. I-35  
Austin, TX 78751  
512.374.2700

**Anita Jung**

Director of Counseling Services  
Lifeworks  
2001 Chicon Street  
Austin, TX 78722  
512.735.2124

**The Honorable Rosemary Lehmberg**

District Attorney for Travis County  
509 W. 11<sup>th</sup> Street  
Austin, TX 78701  
512.854.9400

**The Honorable Lora Livingston**

261<sup>st</sup> Judicial District Civil Court  
Herman Marion Sweatt  
Travis County Courthouse  
1000 Guadalupe, 3<sup>rd</sup> Floor  
Austin, TX 78701  
512.854.9309

**Jeana Lungwitz, Esq.**

Clinical Professor  
Director-Domestic Violence Clinic  
The University of Texas School of Law  
727 E. Dean Keeton Street  
Austin, TX 78705  
512.232.6278

**Sandra Martin**

Chief Executive Officer  
Center for Child Protection  
8509 FM 929, Building 2  
Austin, TX 78724  
512.472.1164

**Helen Martinez**

Director of Programs and Grant Management  
Office of the Governor Criminal Justice Division  
P.O. Box 12428  
Austin, TX 78711  
tel: 512-463-6472  
fax: 512-475-2440  
email: helen.martinez@governor.state.tx.us

**Jill McRae**

Family Connections  
825 E. 53<sup>rd</sup>. ½ Street. Building E-101  
Austin, TX 78751  
Tel: 512.478.5725 x206  
Fax: 512.474.2626  
jmcrac@FamilyConnectionsOnline.org

**Anita Perry**

First Lady of Texas  
Office of the Governor  
PO Box 12428  
Austin, TX 78711  
512.463.2000

**Linda Phan Blanchet**

Executive Director  
SAHELI for Asian Families  
PO Box 3665  
Austin, TX 78764  
512.703.8745

**Diane Radin**

*Board of Trustees*  
*Jewish Women International*  
Professor of Mathematics  
University of Texas  
RLM 13.146  
512.232.6188

**Julia Spann**

Executive Director  
SafePlace  
PO Box 19454  
Austin, TX 78751  
512.356.1556

**Jenesta Sturup, LMSW**

2600 Fortuna

Austin, Texas 78746

512.327.3386

**Jennifer Walker-Gates, Esq.**

Staff Attorney

Immigration Legal Services

Catholic Charities

1817 East 6<sup>th</sup> Street

Austin, TX 78702

512.651.6112

**Donald Zappone**

Executive Director

Austin Child Guidance Center

810 W. 45<sup>th</sup> Street

Austin, TX 78751

512.451.2242



# TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: \_\_\_\_\_

*Cyd V. Grimes 7/6/09*

**Voting Session: Tuesday, July 14, 2009**

**REQUESTED ACTION: DECLARE ATTACHED LIST OF FOUR PEPPER BALL LAUNCHERS AS SURPLUS AND AUTHORIZE TRADE-IN FOR TWO NEW PEPPER BALL LAUNCHERS PURSUANT TO SECTION 263.152 OF THE TEXAS LOCAL GOVERNMENT CODE. (SHERIFF)**

**Points of Contact:**

**Purchasing:** Ron Dube, Fixed Assets Mgr., Dan Rollie, Fixed Assets Warehouse Mgr., and Patricia Estrada, Administration

**Department:** Michael Gottner, Gary Cotter

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** N/A

- **Purchasing Recommendation and Comments:** Purchasing recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- The Court should note that Sheriff would like to trade in four pepper ball launchers for two new pepper ball launchers with new technology.

**APPROVED ( ) DISAPPROVED ( )**

**BY COMMISSIONERS COURT ON**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**COUNTY JUDGE**



**GREG HAMILTON**

TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
[www.tcsheriff.org](http://www.tcsheriff.org)

JAMES N. SYLVESTER  
Chief Deputy

RECEIVED  
TRAVIS COUNTY

2009 JUN 30 AM 10:04

PURCHASING  
OFFICE

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

**Date:** 6/16/09

**From:** Greg Hamilton (101), Sheriff Travis County

**To:** Ron Dube, Manager Fixed Assets

**Subject:** Surplus Equipment Declaration Request

---

In order to take advantage of the Pepperball Trade-In program, the Corrections Tactical Unit (CTAC) is requesting that their 4 SA-200 Pepperball launchers be declared surplus by Commissioners Court.

I have reviewed, and will grant, CTAC's request. Please request that Commissioners Court declare the following 4 SA-200 Pepperball launchers as surplus equipment:

The county tag #'s of the launchers are as follows: 152395, 152396, 152397, 152398

Once the above equipment is declared surplus, please advise Sgt. Ramiro Quiroga at Complex Security so that he can move forward with the equipment swap.



JAMES N. SYLVESTER  
Chief Deputy

## GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

**Date:** 06/13/09

**To:** Greg Hamilton (101), Sheriff Travis County

**From:** Michael Gottner (500), Lieutenant Complex Security

**Subject:** Equipment Surplus Declaration

---

CTAC is requesting your permission to have **4** model SA-200 Pepperball launchers declared surplus by Commissioners court so that they can be upgraded through the Pepperball Trade-In program (**see attachment #1**).

Pepperball is currently offering a trade-in program allowing agencies to trade in out-dated, or unserviceable Pepperball launchers for new model launchers (**see attachment #2**).

Under the terms of this offer, an agency can trade-in 2 of their older model launchers in order to receive 1 new launcher. The only cost(s) Travis County will incur through this program will be

- 1) shipping our old launchers to the vendor (w/ insurance), **and**
- 2) shipping the new launchers from the Vendor to our agency (\$10.00 each)

The Department purchased the CTAC SA-200's in November, 2006. Their retail value was \$499.00 each. Since that time at least 3 of them have been returned to the vender for service. CTAC has experienced multiple issues with the air seals, safety's, and service (air) connections that have kept multiple launchers out of service for extended periods (**see attachment #3**).

Having paid \$1996.00 (\$499 x 4) for the SA-200's in '06, by taking advantage of this program, we will receive 2 new TAC-700's (\$900.00 each/ \$1800.00 total) in trade. Our net loss (for 3 years use) will be approximately \$200 based on the retail pricing for the new equipment.

Attached (**#4**) is a product list (with prices) of the Pepperball product line. The SA-200 is no longer marketed by Pepperball.

Once your permission is obtained to move forward with the swap, Ron Dube (Fixed Assets Manager) will request that Commissioners Court declare the following SA- 200 Pepperball launchers surplus:

County Tag #'s: 152395, 152396, 152397, 152398

A DRAFT memo to Ron Dube is attached (**#5**), should you find merit in this request and grant permission to proceed.

Once the items are declared surplus by the Court, Sgt. Quiroga (CTAC) will ship 2 SA-200's to Pepperball in return for 1 TAC-700. Once we receive the first (new) TAC-700, we will send the 2 remaining SA-200's in trade for an additional (new) TAC-700.

Approved  
GH

Rec'd 6/23/09



Last updated 7-9-09 at 4:51pm

## TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: \_\_\_\_\_

*Cyd V. Grimes 7/6/09*

**Voting Session: Tuesday, July 14, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD FOR IFB B090245-DR, CARWASH SERVICES, TO THE FOLLOWING BIDDERS:

- A. GROUP A, FULL SERVICE; GROUP B, SELF SERVICE, ITEMS 4-01 THROUGH 4-04, MISTER CAR WASH
- B. GROUP B, SELF SERVICE, ITEMS 5-01 THROUGH 7-01, SQUEEKY CLEAN CAR WASH. (TNR)

**Points of Contact:**

**Purchasing:** Donald Rollack, 854-9700

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

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

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

These contracts will provide car wash services for Travis County vehicles.

IFB B090245-DR was issued April 17, 2009 through Bidsync. Purchasing received two (2) bids. The department recommends awarding Group A, Full Service and Group B, Self Service, Items 4-01 through 4-01 to Mister Car Wash and Group B, Self Service, 5-01 through 7-01 to Squeeky Clean Car Wash.

**Contract Expenditures:** Within the last 9 months \$11,151.33 has been spent against this requirement.

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: Estimated Requirements

Contract Type: Annual

Contract Period: August 5, 2009 through August 4, 2010



➤ **Contract Modification Information:**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 25

Responses Received: 2

HUB Information: N/A

% HUB Subcontractor: N/A

☐ Comments:

➤ **Statutory Verification of Funding:**

\* ☐ Purchase Requisition in HTE

\* ☐ Contract Verification Fund Forms: Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor

☒ Funding Account(s) 099-4951-621-5003 and 001-4952-621-5003

☐ Comments: \* Requisitions will be entered as services are required.

- At least one of these must be included

APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE

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

CVG:DR:dr

Donald



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

---

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

June 26, 2009

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
**FROM:** *Joseph P. Gieselman*  
*For* Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Award of Bid, IFB# **B090245-DR**  
**Car Wash Service**

TNR has reviewed the above referenced bids and recommends award as follows:

- Group A - Full Service – Mister Car Wash
- Group B – Self Service – Items 4-01 through 4-04 – Mister Car Wash
- Group B – Self Service – Items 5-01 through 7-01 – Squeaky Clean Car Wash

The commodity/sub-commodity code for these contracts is 928/093. The primary line items will be 099-4951-621-5003 and 001-4952-621-5003.

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

*CJ* CJ:JPG:cj  
Contract File

RECEIVED  
TRAVIS COUNTY  
2009 JUN 31 AM 8:37  
PURCHASING  
OFFICE

Fiscal Year 2009

## Account Balance Inquiry

09:17:30

Account number : 99-4951-621.50-03  
Last updated 7-9-09 at 4:51pm :  
Fund . . . . . : 099 ROAD & BRIDGE FUND  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 51 VEHICLE/EQUIP/BLDG. MAINT  
Activity basic . . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
Element . . . . . : 50 REPR & MTNC-SERVCS PURCHD  
Object . . . . . : 03 REPAIRS - AUTOS & TRUCKS

Original budget . . . . .	48,000	
Revised budget . . . . .	66,879	11/21/2008
Actual expenditures - current . . . . .	781.70	
Actual expenditures - ytd . . . . .	31,075.05	
Unposted expenditures . . . . .	.00	
Encumbered amount . . . . .	7,260.74	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount . . . . .	20,308.84	
Total expenditures & encumbrances:	59,426.33	88.9%
Unencumbered balance . . . . .	7,452.67	11.1

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 updated 6/9/09, at 4:51pm : 1-4952-621.50-03  
Fund . . . . . : 001 GENERAL FUND  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 52 FLEET SERVICES  
Activity basic . . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
Element . . . . . : 50 REPR & MTNC-SERVCS PURCHD  
Object . . . . . : 03 REPAIRS - AUTOS & TRUCKS

Original budget . . . . .	:	203,506	
Revised budget . . . . .	:	217,772	11/21/2008
Actual expenditures - current . . . . .	:	10,686.58	
Actual expenditures - ytd . . . . .	:	147,511.59	
Unposted expenditures . . . . .	:	.00	
Encumbered amount . . . . .	:	40,980.11	
Unposted encumbrances . . . . .	:	.00	
Pre-encumbrance amount . . . . .	:	1,793.22	
Total expenditures & encumbrances:		200,971.50	92.3%
Unencumbered balance . . . . .	:	16,800.50	7.7

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys



# TRAVIS COUNTY PURCHASING OFFICE

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

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

17

Approved by: \_\_\_\_\_

*Cyd V. Grimes 7/6/09*

**Voting Session: Tuesday, July 14, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD FOR FENCE CONSTRUCTION AND REMOVAL, IFB #B090244-LD, TO THE LOW BIDDERS (TNR):

A. FRISBIE AND EDWARDS, PRIMARY CONTRACTOR

B. H AND H FENCE, SECONDARY CONTRACTOR

**Points of Contact:**

**Purchasing:** Loren Breland, 854-4854

**Department:** TNR, Joe Gieselman, Executive Manager, Christina Jensen, 854-9383

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This contract will provide Fence Construction and Removal services for TNR.

Special Provisions, Paragraph 4, Method of Award allows for the award of primary and secondary contracts.

**Contract Expenditures:** Within the last 12 months \$70,448.41 has been spent against this requirement.

➤ **Contract-Related Information:**

Award Amount: Estimated Quantity, As Needed Basis

Contract Type: Term Contract

Contract Period: July 14, 2009 – July 13, 2010

➤ **Contract Modification Information:**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 35

Responses Received: 4

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.:
- ☒ Funding Account(s): 099-4941-621-6099, 038-4909-629-6099, 001-4945-631-6099
- ☒ Comments: Department enters requisitions on an as needed basis.

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

➤ APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_

DATE

\_\_\_\_\_  
COUNTY JUDGE

*Loren*



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

---

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

June 29, 2009

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
**FROM:** *For* Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Award of Bid, IFB# **B090244LD**  
**Fence Construction and Removal**

TNR has reviewed the above referenced bids and recommends awarding the primary contract to the low responsive bidder, Frisbie & Edwards LLC. TNR also recommends awarding a secondary contract to H&H Fence Company.

The commodity/sub-commodity code for these contracts is 988/015. The primary line items will be 099-4941-621-6099, 038-4909-629-6099 and 001-4945-631-6099.

*[Signature]* If you need additional information, please contact Christina Jensen at 854-7670.

CJ:JPG:cj  
Contract File

RECEIVED  
TRAVIS COUNTY  
JUN 31 AM 8:39  
PURCHASING  
OFFICE

<u>Frisbie &amp; Edwards LLC</u>	First Offer - \$30.00	1 / hour	\$30.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Piatra Inc.</u>	First Offer - \$60.00	1 / hour	\$60.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>BPI Environmental Services, Inc.</u>	First Offer - \$125.00	1 / hour	\$125.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

<b>B090244-LD-72-01 VINYL GREEN SLATS: VINYL GREEN SLATS</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<u>BPI Environmental Services, Inc.</u>	First Offer - \$3.00	100 / linear foot	\$300.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>H&amp;H Fence Co.</u>	First Offer - \$9.95	100 / linear foot	\$995.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Frisbie &amp; Edwards LLC</u>	First Offer - \$10.00	100 / linear foot	\$1,000.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Piatra Inc.</u>	First Offer - \$18.00	100 / linear foot	\$1,800.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

<b>B090244-LD-72-02 VINYL GREEN SLATS: VINYL GREEN SLATS</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<u>BPI Environmental Services, Inc.</u>	First Offer - \$4.00	100 / linear foot	\$400.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>H&amp;H Fence Co.</u>	First Offer - \$9.95	100 / linear foot	\$995.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Frisbie &amp; Edwards LLC</u>	First Offer - \$12.00	100 / linear foot	\$1,200.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Piatra Inc.</u>	First Offer - \$18.00	100 / linear foot	\$1,800.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

**Supplier Totals**

<b><u>Frisbie &amp; Edwards LLC</u></b>	<b>\$242,345.00 (100/100 items)</b>
Bid Contact <b>Judge Edwards</b> <b><u>judge@frisbieandedwards.com</u></b> <b>Ph 830-990-0555</b> <b>Fax 830-990-0570</b>	Address <b>P.O. Box 2132</b> <b>Fredericksburg, TX 78624</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>



<b>H&amp;H Fence Co.</b>		<b>\$301,858.00 (100/100 items)</b>
Bid Contact	<b>Randy Hamilton</b> <b><u>rhاملton2@austin.rr.com</u></b> <b>Ph 512-280-0705</b>	Address <b>PO Box 92802</b> <b>Austin, TX 78709</b>
Qualifications	<b>SB</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>BPI Environmental Services, Inc.</b>		<b>\$312,500.00 (100/100 items)</b>
Bid Contact	<b>Manny Trinidad</b> <b><u>manny@bpibpi.com</u></b> <b>Ph 512-288-5522 x120</b> <b>Fax 512-301-3900</b>	Address <b>P.O. Box 341839</b> <b>Lakeway, TX 78734</b>
Qualifications	<b>CISV</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Piatra Inc.</b>		<b>\$382,725.00 (100/100 items)</b>
Bid Contact	<b>Mirela Glass</b> <b><u>info@piatrainc.com</u></b> <b>Ph 512-299-0404</b>	Address <b>5102 Woodview Ave</b> <b>Austin, TX 78756</b>
Qualifications	<b>SB</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	

\*\*

Fiscal Year 2009  
Last updated 7/1/09 at 4:51pm

## Account Balance Inquiry

10:47:07

Account number . . . : 99-4941-621.60-99  
Fund . . . : 099 ROAD & BRIDGE FUND  
Department . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . : 41 ROAD & BRIDGE MAINTENANCE  
Activity basic . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
Sub activity . . . : 1 TNR (TRANS & NATRL RESRC)  
Element . . . : 60 OTHER PURCHASED SERVICES  
Object . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . .	434,686	
Revised budget . . . . .	585,127	06/30/2009
Actual expenditures - current . . .	6,131.61	
Actual expenditures - ytd . . .	134,213.29	
Unposted expenditures . . . . .	.00	
Encumbered amount . . . . .	26,376.73	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount . . . . .	100,000.00	
Total expenditures & encumbrances:	266,721.63	45.6%
Unencumbered balance . . . . .	318,405.37	54.4

F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys

Account number . . . : 38-4909-629.60-99  
 Fund . . . . . : 038 Balcones Canyonlands  
 Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
 Division . . . . . : 09 BALCONES CANYONLANDS PRE  
 Activity basic . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
 Sub activity . . . . : 9 CONSERVATION & NAT RES  
 Element . . . . . : 60 OTHER PURCHASED SERVICES  
 Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . .	241,087	
Revised budget . . . . .	328,960	02/10/2009
Actual expenditures - current . . .	1,047.00	
Actual expenditures - ytd . . . .	38,903.15	
Unposted expenditures . . . . .	.00	
Encumbered amount . . . . .	49,938.00	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount . . . . .	.00	
Total expenditures & encumbrances:	89,888.15	27.3%
Unencumbered balance . . . . .	239,071.85	72.7

F5=Encumbrances      F7=Project data

F8=Misc inquiry

F10=Detail trans      F11=Acct activity list

F12=Cancel

F24=More keys

Fiscal Year 2009

Last updated 7-9-09 at 4:51pm

## Account Balance Inquiry

10:47:46

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

Original budget . . . . .	162,469	
Revised budget . . . . .	305,665	06/08/2009
Actual expenditures - current . . . . .	4,285.50	
Actual expenditures - ytd . . . . .	47,751.31	
Unposted expenditures . . . . .	.00	
Encumbered amount . . . . .	108,725.07	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount . . . . .	125,725.00	
Total expenditures & encumbrances:	286,486.88	93.7%
Unencumbered balance . . . . .	19,178.12	6.3

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

19 ✓

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Please consider the following item for: 07-21<sup>14</sup>-2009

CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT NUMBER EIGHT WITH THE CITY OF AUSTIN FOR THE FY 2009 TRUANCY COURT PILOT PROJECT.

I. A. Request made by: Travis County Juvenile Probation Department

Estela P. Medina, Chief Juvenile Probation Officer

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 (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

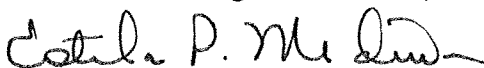


# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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:** The Honorable Samuel T. Biscoe, County Judge  
The Honorable Ron Davis, Commissioner Precinct 1  
The Honorable Sarah Eckhardt, Commissioner Precinct 2  
The Honorable Gerald Daughtery, Commissioner, Precinct 3  
The Honorable Margaret J. Gomez, Commissioner, Precinct 4

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

**SUBJECT:** Request for approval of Amendment Number Eight to the Truancy Court Pilot Program Agreement Between the City of Austin, Travis County and the Travis County Juvenile Board.

**DATE:** July 9, 2009

Travis County Juvenile Probation receives funding from the City of Austin to support the operations of the Truancy Court Pilot Project. In January 2009, the City of Austin requested an amendment to the Truancy Court Pilot Project Agreement to increase the contribution by the City by 3.5%.

This action increases the City of Contribution from \$37,515, to \$38,828. Amendment Eight was approved by the Travis County Juvenile Board on June 25, 2009.

Thank you for your review and consideration of this request.

CC: Judge Darlene Byrne  
Travis Gatlin  
Sylvia Mendoza



AMENDMENT NUMBER EIGHT TO THE TRUANCY COURT PILOT PROGRAM  
AGREEMENT BETWEEN THE CITY OF AUSTIN, TRAVIS COUNTY AND THE  
TRAVIS COUNTY JUVENILE BOARD

This Amendment Number Eight (Amendment Eight) to the Truancy Court Pilot Program Agreement is entered into by Travis County (County), the Travis County Juvenile Board, a political subdivision of the state (TCJB) and the City of Austin, a Texas home rule municipality (City), pursuant to Chapter 791 of the Texas Government Code, entitled the "Interlocal Cooperation Act". Each party is referred to below as a "Party" and the parties are collectively referred to as "Parties".

WHEREAS, in February of 2002, the Parties entered into an agreement for Truancy Court Pilot Project (Agreement), which is attached as Exhibit A; and,

WHEREAS, the Initial Term of the Agreement was from the date of its execution through September 30, 2002; and,

WHEREAS, the Agreement provided that the term of the Agreement could be extended for additional one-year terms by written agreement of the Parties; and,

WHEREAS, in January of 2007 the City Council authorized ratification and execution of the Agreement and certain renewals of the Agreement; and

WHEREAS, the Parties entered into an Amendment Number Seven to the Agreement for the period October 1, 2008, through September 30, 2009, (Amendment Seven), and;

WHEREAS, the Parties now wish to amend the Agreement, as previously amended, for the period October 1, 2008 through September 30, 2009 (FY 2008-09) as described below.

The Parties agree to amend the Agreement as follows:

1. The City agrees to provide additional funding to County in the amount of \$1,313 for the services provided by TCJB from October 1, 2008 through September 30, 2009, for a total annual contract amount of \$38,828 for this period.
2. The budget for FY 2008-09 is amended to account for these additional funds, as described on an amended new Form 4, which is attached to and made a part of this Agreement for all purposes. The Parties agree that the amended Form 4 attached to this Amendment Eight replaces all prior budget forms, including the Form 4 attached to Amendment Seven.

Except as amended above, all other terms of the Agreement remain in full force and effect.

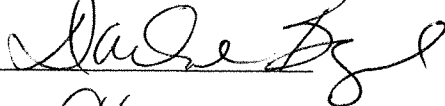
**Travis County**

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

Title: \_\_\_\_\_

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

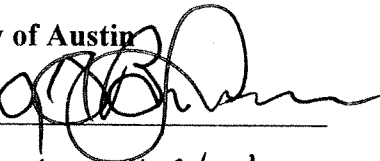
**Travis County Juvenile Board**

By: 

Title: Chair

Date: 6/25/09

**City of Austin**

By: 

Title: Assistant City Manager

Date: 6/23/09



# EXHIBIT A

## **AGREEMENT FOR TRUANCY COURT PILOT PROJECT**

This Agreement for Truancy Court Pilot Project ("Agreement") is made and entered into by Travis County ("COUNTY"), the Travis County Juvenile Board ("TCJB") and the City of Austin ("CITY"), hereinafter collectively referred to as the "Parties", pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act.

WHEREAS, the Texas Education Code and the Texas Family Code provide for compulsory school attendance in the State of Texas and enforcement proceedings in justice and municipal courts; and,

WHEREAS, the Parties share an interest in efficiently addressing truancy in the City of Austin and Travis County; and,

WHEREAS, the Parties desire to establish a collaborative effort to implement a Truancy Court Pilot Project in order to create a comprehensive and coordinated approach to addressing, reducing and preventing truancy;

NOW, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the Parties agree as follows:

1.0 General Statement of Intent The Parties hereby enter into this Agreement to establish and implement a Truancy Court Pilot Project as part of a collaborative effort to reduce and prevent truancy.

### 2.0 Agreement Period

2.1 Initial Term. The Initial Term of this Agreement shall commence when it has been executed by all Parties and shall continue through September 30, 2002, unless earlier terminated as provided herein.

2.2 Renewal Term(s). By written agreement of the Parties, this Agreement may be extended for additional one-year renewal terms beyond the Initial Term.

2.3 Termination. Any Party may terminate this Agreement at any time by providing each other Party written notice of its intent to terminate at least 30 days prior to the effective date of the termination.

### 3.0 Truancy Court Pilot Project Operations

3.1 The Truancy Court Pilot Project shall focus initially upon truancy among eighth graders at Mendez Middle School and among ninth graders at Travis High School. Upon agreement of the Parties, school and grade designations may be changed, added or deleted.

3.2 TCJB personnel will work with the Austin Independent School District to track daily attendance and receive referrals of students to Truancy Court when students have accumulated an agreed upon number of unexcused absences for a day or any part of a day within four weeks.

3.3 Pilot Project truancy cases will be handled by the Travis County Truancy Court Judge, who shall be a juvenile referee appointed by the TCJB. Initial hearings will be held at the truant's school. The Truancy Court Judge will travel to the school for the hearings. Subsequent hearings may be held at Travis County Juvenile Court or at a Justice of the Peace Precinct Court.

3.4 Juvenile probation officers will monitor Pilot Project truancy cases to ensure that the Truancy Judge's orders are carried out.

#### 4.0 Truancy Court Pilot Project Funding

4.1 The Parties have agreed upon a Projected Budget for Fiscal Year 2002 (October 1, 2001 through September 30, 2002). A copy of the Projected Budget for Fiscal Year 2002 is attached hereto as Attachment A and made a part hereof.

4.2 The TCJB shall administer Truancy Court Pilot Project funds. Travis County agrees to invoice the City on a quarterly basis for the City's share of Truancy Court Pilot Project FY 02 funding (as set forth in Attachment A). Invoices shall be accompanied by records or documentation supporting the invoiced amount. Expenditures of Truancy Court Pilot Project funds shall be in accordance with the Projected Budget for FY 02 (Attachment A).

#### 5.0 Records and Information

5.1 The Parties agree to comply with all applicable laws with regard to the creation, maintenance, storage, and dissemination of records and/or information generated, collected or gathered in connection with Truancy Court Pilot Project activities.

5.2 Records and information relating to clients and Truancy Court Pilot Project activities may be shared among the Parties as permitted by law when the sharing of records and information may serve the purposes of the Truancy Court Pilot Project. The Parties expressly acknowledge and agree that each Party retains ownership of its records and information and that records and information shared between and among the Parties in connection with the Truancy Court Pilot Project shall remain confidential and shall not be made public or otherwise disseminated without the consent of the Party that owns the documents or information.

5.3 TCJB agrees to provide the City with a quarterly report which shall include the following information with regard to designated pilot project schools: the number of truancy cases filed; the number of truancy hearings held; the number of truancy case dispositions; the number of students completing deferred prosecution or probation; and the most recent attendance data available from AISD.

6.0 Relationship of Parties

6.1 Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of employer-employee or principal-agent, or to otherwise create any liability for one Party with respect to the obligations or liabilities of any other Party. No Party to this Agreement shall be responsible for the acts of an employee of another Party except as may be decreed against that Party by a judgment of a court of competent jurisdiction.

6.2 It is expressly understood and agreed that no Party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law as a result of its execution of this Agreement and performance of the functions and obligations described herein..

7.0 Severability. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

8.0 Payments from Current Revenues. The Party or Parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying Party.

9.0 Notice.

9.1 Any notice given hereunder by any Party to the other Parties shall be in writing and may be effected by personal delivery, by registered or certified mail, return receipt requested, or by fax transmission, as agreed to by the Parties and as evidenced by a confirming return fax transmission, to the addresses or fax numbers set forth below.

9.1.1 If to City of Austin:

David Lurie, Director  
Austin/Travis County Health and Human Services  
2100 East St. Elmo Road  
Austin, Texas 78744-1886  
512-707-3251  
Fax: 512-707-5404

Copy to:

Sedora Jefferson  
City Attorney  
P.O. Box 1088  
Austin, TX 78767-8828  
Fax: 512-974-2894

9.1.2 If to Travis County:

Samuel T. Biscoe,  
Travis County Judge  
314 West 11<sup>th</sup> St., Suite 520  
Austin, TX 78701  
512-473-9555  
Fax: 512-473-9535

Copy to:

Ken Oden  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767  
Fax: 512-473-9316

9.1.3 If to Austin Independent School District:

Dr. Pat Forgione  
Superintendent of Schools  
Austin Independent School District  
1111 West 6th Street  
Austin, Texas 78703  
512-414-2181  
Fax: 512-480-0802

9.1.4 If to TCJB:

Honorable W. Jeanne Meurer  
Chair, TCJB  
98th District Court  
1000 Guadalupe Street, Suite 412  
Austin, Texas 78701  
512-473-9307  
Fax: 512-473-9332

9.2 Any Party may designate a different agent, address and/or fax number for notice purposes by giving the other Parties at least ten (10) days written notice in accordance with this section.

10.0 Number and Gender. Whenever the context of this Agreement requires, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

11.0 Entire Agreement. This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

12.0 Additional Agreements. The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

13.0 Applicable Law and Venue. This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

14.0 No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

Executed as of the latest date set forth below:

COUNTY OF TRAVIS

By: Samuel T. Biscoe 2-11-02  
Samuel T. Biscoe, County Judge Date  
(12-18-02)

TCJB

By: W. Jeanne Meurer \_\_\_\_\_  
The Honorable W. Jeanne Meurer Date  
9<sup>th</sup> Judicial District Court  
Chair of the Juvenile Board

CITY OF AUSTIN

By: Jesus Garza 2-4-02  
Jesus Garza Date  
City Manager

**Attachment A**

**TRUANCY COURT  
PROJECTED BUDGET FY '02**

	<b>Total</b>
<b>Personnel</b>	
1 - Court Judge	\$ 81,850
3 - JPO's	\$ 117,639
1 - Clerk III	\$ 20,871
<b>Total Personnel</b>	<b>\$ 220,160</b>
<b>Operating</b>	
Office Supplies	\$ 1,250
Pagers	\$ 200
Cell Phones	\$ 600
Air Time	\$ 2,400
Travel	\$ 2,000
Training	\$ 2,500
Law Enforcement Equip	\$ 180
Mileage	\$ 10,000
<b>Total Operating</b>	<b>\$ 19,130</b>
<b>Computer/Technology</b>	
Notebook Computers	\$ 20,000
Printers	\$ 2,876
<b>Total Computer Technology</b>	<b>\$ 22,876</b>
<b>GRAND TOTAL</b>	<b>\$ 262,166</b>

<b><u>Funding Sources:</u></b>	
Travis County (Title IV-E Funds)	\$ 117,639
AISD	\$ 87,411
City Of Austin	\$ 57,116
	<b>\$ 262,166</b>

Form # 4: **PROGRAM BUDGET**  
Social Service Contracts – City of Austin

Date prepared: 04/07/2009

Program's Line Item Budget	Requested CITY OF AUSTIN Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
<b>PERSONNEL</b>			
1. Salaries and Benefits	38,828	438,979	477,807
<b>A. Subtotals: PERSONNEL</b>	38,828	438,979	477,807
<b>OPERATING EXPENSES</b>			
2. General Operating Expenses	0	5,767	5,767
3. Consultants/ Contractual	0	0	0
4. Staff Travel - <u>Out of Travis County</u>	0	1,800	1,800
5. Conferences/Seminars - <u>Out of Travis County</u>	0	700	700
<b>B. Subtotals: OPERATING EXPENSES</b>	0	8,267	8,267
<b>DIRECT ASSISTANCE for PROGRAM CLIENTS</b>			
6. Food/Beverage for Clients	0	0	0
7. Financial Assistance for Clients	0	0	0
8. Other (describe)	0	0	0
<b>C. Subtotals: DIRECT ASSISTANCE</b>	0	0	0
<b>CAPITAL OUTLAY (with per Unit Cost <u>greater than \$1,000 ONLY</u>)</b>			
9. Capital Outlay	0	0	0
<b>D. Subtotals: CAPITAL OUTLAY</b>	0	0	0
<b>TOTALS</b>			
<b>GRAND TOTALS (A + B + C + D)</b>	<b>38,828</b>	<b>447,246</b>	<b>486,074</b>
<b>PERCENT SHARE of Total for Funding Sources:</b>	<b>8%</b>	<b>92%</b>	<b>100%</b>



**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

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Please consider the following item for: 07-21<sup>14</sup>-2009

Review and Approve a Memorandum of Understanding for the Juvenile Justice Alternative Education Cooperative of Travis County with the Austin Independent School District, Del Valle Independent School District, Eanes Independent School District, Lake Travis Independent School District, Lago Vista Independent School District, Leander Independent School District, Manor Independent School District, Pflugerville Independent School District, & Round Rock Independent School District. The MOU continues the agreement to operate the Juvenile Justice Alternative Education Program.

I. A. Request made by: Travis County Juvenile Probation Department

Estela P. Medina, Chief Juvenile Probation Officer

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 (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



# 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:** The Honorable Samuel T. Biscoe, County Judge  
The Honorable Ron Davis, Commissioner Precinct 1  
The Honorable Sarah Eckhardt, Commissioner Precinct 2  
The Honorable Gerald Daughtery, Commissioner, Precinct 3  
The Honorable Margaret J. Gomez, Commissioner, Precinct 4

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

**SUBJECT:** Request for approval of Memorandum of Understanding for the Juvenile Justice Alternative Education Cooperative of Travis County.

**DATE:** July 9, 2009

Travis County Juvenile Probation operates a Juvenile Justice Alternative Education Program (JJAEP) for children who are expelled from school for offences that require mandatory expulsion or whom are expelled under discretion of an ISD.

In order to govern the operations of the JJAEP in regards to children who are expelled for discretionary offences, the participating ISDs have entered into a Memorandum of Understanding (MOU) with Travis County and the Travis County Juvenile Board.

This MOU requires annual approval between Travis County and the participating ISDs which are: Austin; Del Valle; Eanes; Leander; Manor, Pflugerville and Round Rock. This Memorandum was approved by the Travis County Juvenile Board on June 25, 2009.

Thank you for your review and consideration of this request.

CC: Judge Darlene Byrne  
Travis Gatlin  
Sylvia Mendoza



**MEMORANDUM OF UNDERSTANDING  
FOR THE  
JUVENILE JUSTICE ALTERNATIVE EDUCATION COOPERATIVE  
OF TRAVIS COUNTY**

This Memorandum of Understanding ("Agreement") is an interlocal agreement entered into pursuant to Texas Education Code, Chapter 37 and the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, and is entered into to be effective the 1st day of September, 2009, between **Travis County**, the **Travis County Juvenile Board** ("TCJB"), and the following educational entities: **Austin** Independent School District, **Del Valle** Independent School District, **Eanes** Independent School District, **Lake Travis** Independent School District, **Lago Vista** Independent School District, **Leander** Independent School District, **Manor** Independent School District, **Pflugerville** Independent School District, and **Round Rock** Independent School District (hereinafter referred to collectively as the "ISDs"). The parties to this Agreement shall be collectively referred to herein as "Participants."

**RECITALS:**

**WHEREAS:**

- (1) Texas Education Code Sec. 37.011(m) requires the TCJB to enter into a memorandum of understanding with the ISDs establishing a juvenile justice alternative education program; and
- (2) The Participants desire to participate in the Juvenile Justice Alternative Education Program Cooperative of Travis County ("JJAEP Co-Op") and to comply with the agreements contained herein; and
- (3) The ISDs wish to reach an agreement with the TCJB as to the placement of students expelled from school under the discretionary expulsion and removal provisions of Texas Education Code Chapter 37; and
- (4) The Participants desire to create and operate the JJAEP Co-Op pursuant to Chapter 37 of the Texas Education Code and this Agreement; and
- (5) The Participants further desire to define and create the duties and responsibilities of the Participants, and to set forth herein the methods by which the Participants shall fund, govern and establish the JJAEP Co-Op; and
- (6) The Participant ISDs recognize that the Texas Legislature has appropriated certain

funds to pay the County and TCJB for the cost of educating students in the JJAEP Co-Op who are expelled under the mandatory expulsion provisions of Texas Education Code Chapter 37. However, such funds are insufficient to meet the cost of educating students in the JJAEP Co-Op; and

(7) The ISDs are required to consider course credit earned by a student while in the JJAEP Co-Op as credit earned in a school district program pursuant to Texas Education Code Section 37.010(d), and the ISDs have an ongoing interest in the quality of education provided in the JJAEP Co-Op and the academic success of students who will be returned from the JJAEP Co-Op to the regular school setting. Therefore, the ISDs desire to assist in providing the JJAEP Co-Op with full, adequate funding; and

(8) The relationship between the Participants necessitates this Interlocal Agreement;

**NOW THEREFORE, BY THIS AGREEMENT IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTICIPANTS AS FOLLOWS:**

**SECTION ONE: DEFINITIONS**

For purposes of this Agreement:

1.1 "discretionary" shall mean any student who is expelled or removed from the regular classroom and meets the definition of any one of the following three categories:

1.1.a. "discretionary Category I" shall mean any student who is expelled under Texas Education Code Sec. 37.007 (b), (c), (f) or (i);

1.1.b. "discretionary Category II" shall mean any student who is expelled for committing an off-campus Title 5 offense as provided for under Texas Education Code Sec. 37.0081(a);

1.1.c. "discretionary Category III" shall mean any student who is a publicly registered sex offender who is eligible for placement in the JJAEP under Subchapter I of Chapter 37 of the Texas Education Code.

1.2 "ISSP transition team" shall mean those persons responsible for reviewing a student's academic progress in accordance with Texas Education Code Sec. 37.011(d); that is, the TCJB or its designee, and the parent or guardian of the student. For purposes of this Agreement, a representative of the ISD from which the student was expelled may also be a member of the ISSP transition team, together with any JJAEP Co-Op staff as may be appropriate.

1.3 "mandatory expulsion" shall mean any student who is expelled pursuant to the

provisions of Texas Education Code Sec. 37.007 (a), (d) or (e).

1.4 "rollover funds" shall mean all funds paid by the ISDs to the TCJB for either discretionary or mandatory expulsion allotments that remain unexpended on August 31 of each year.

1.5 "semester" as referenced by the Texas Education Code Subchapter I. Placement of Registered Sex Offenders shall mean 90 school days.

1.6 "student" shall mean any person residing in Travis County aged ten years or older and required to attend school pursuant to Texas Education Code Sec. 25.085.

## **SECTION TWO: STUDENT CODES OF CONDUCT**

2.1 The JJAEP Co-Op will be created and operated pursuant to Chapter 37 of the Texas Education Code and this Memorandum of Understanding. Each ISD has developed a Student Code of Conduct, specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.

2.2 The Student Code of Conduct adopted by each ISD shall set forth the circumstances under which students will be subject to expulsion from the school setting and placement in the JJAEP Co-Op. Each ISD agrees that the following categories of conduct constitutes "serious and persistent misbehavior" that may result in expulsion from the school district alternative education program under Texas Education Code Sec. 37.007 (c):

"Serious or persistent misbehavior" shall mean two or more violations of the District's Student Code of Conduct in general, or repeated occurrences of the same violation. "Serious" offenses include, but are not limited to: assault of a teacher or other individual; retaliation against a school employee or volunteer; the use, gift, sale, delivery, possession, or being under the influence of alcohol, marijuana, other controlled substances, dangerous drugs or abusable glue or volatile chemicals; engaging in conduct that constitutes criminal mischief; vandalism; robbery or theft; extortion, coercion or blackmail; aggressive, disruptive action or group demonstration that substantially disrupts or materially interferes with school activities; hazing; profanity, vulgar language, or obscene gestures directed toward teachers or other school employees; fighting; public lewdness; sexual harassment of a student or District employee; falsification of records, passes, or other school-related documents; terroristic threat or false report pursuant to Texas Education Code Sec. 37.007(b)(1); and possession or distribution of pornographic materials. A student may be subject to "discretionary" expulsion for serious and persistent misbehavior only if the

student is already in a school district alternative education program, and engages in, or continues to engage in "serious and persistent misbehavior."

These categories of misconduct are intended to be illustrative, and not comprehensive. Individual ISDs may include other similar categories of misconduct in the ISD's Student Code of Conduct; provided, however, that the conduct specified for this category of offense should reflect student misbehavior that is either serious or persistent in nature.

### **SECTION THREE: GOVERNANCE OF JJAEP CO-OP**

3.1 Composition of Governing Body - The JJAEP shall operate as a function of Travis County and the TCJB, separate and apart from the other Participants to this Agreement. It shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Agreement other than Travis County and the TCJB.

3.2 Executive Committee - Upon the effective date of this Agreement, there shall be created an Executive Committee, consisting of one (1) representative of each ISD, one (1) representative of Travis County, and one (1) representative of the TCJB, each to be appointed by the respective governing body. All representatives to the Executive Committee shall be named not later than thirty (30) days from the effective date of this Agreement. Vacancies on the Executive Committee shall be filled by appointment by the governing body represented thereby. The Executive Committee exists solely to advise and assist the TCJB, and has no authority to direct or control the JJAEP Co-Op.

3.3 Quorum and Voting - Five (5) members of the Executive Committee shall constitute a quorum. The Executive Committee shall act by and through resolutions, motions or orders adopted or passed by the Executive Committee upon the vote of the majority of the members the Executive Committee attending the meeting at which the issue was presented.

3.4 Voting Rights - Each member shall be entitled to one vote on each matter submitted to a vote of the members. In the event of a tie vote, the Chair shall have two votes.

3.5 Chair - At the initial meeting of the Executive Committee, and thereafter annually, the Executive Committee shall select from its membership a Chair by the affirmative vote of a majority of the members. The Chair shall prepare the agenda, preside over the meetings of the Executive Committee and shall be responsible for scheduling regular and special called meetings of the Executive Committee, including the provision of notice thereof.

3.6 The TCJB representative shall act as custodian of all minutes, records, and

reports of the Executive Committee, and shall generally assist the Chair and shall have such powers and perform such duties and services as shall from time to time be delegated to him or her by the Chair.

3.7 The Chair shall serve in his or her respective capacities until tendering written resignation(s) or until replacement by a majority vote of the members of the Executive Committee.

3.8 The Chair shall be entitled to vote on all matters coming before the Executive Committee.

3.9 Meetings - The Executive Committee shall hold regular meetings at such time and in such place determined by the Executive Committee. If the Executive Committee does not designate the place of meeting, the meeting shall be held at the Administrative Offices of the Austin Independent School District, 1111 West 6th Street, Austin, Texas, 78703. Procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the Executive Committee shall be called by the Chair, or by affirmative vote of not less than one-third (1/3) of the members of the Committee.

3.10 Notice of Meeting - Written notice of the regular meetings of the Executive Committee shall be mailed, delivered or sent by electronic mail to each member not less than five (5) days prior to the date thereof. Written notice of all meetings of the Executive Committee shall be posted at the place(s) for posting notice of public meetings of each of the Parties hereto in accordance with the Texas Open Meetings Act. The Chair of the Executive Committee shall transmit to each member of the Executive Committee a notice for the purpose of such posting not less than five (5) days prior to the date of the meeting. Written notice of any special meeting of the members shall be given to each member not less than 24 hours and as soon as reasonably possible prior to the date thereof. The notice shall state the place, date and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the general direction of Chair of the Committee, or the members calling the meeting.

3.11 Duties - The activities of the Executive Committee shall include, but not be limited to the following:

- A. To develop and recommend proposed written operating policies to the TCJB consistent with any rules and regulations adopted by the Texas Juvenile Probation Commission pursuant to Texas Education Code Sec. 37.011, and Texas Human Resources Code Sec. 141.042(a) regarding the operations, policies and procedures of the JJAEP Co-Op, and to make advisory recommendations to the TCJB

regarding such operations, policies, and procedures including suggested changes or amendments thereto;

- B. To review the contractual requirements and arrangements between the TCJB and third-party providers of goods and services in connection with the creation and operation of the JJAEP Co-Op, and to make recommendations to the TCJB in connection with such contracts;
- C. To act as a liaison between the Participants and any third-party providers of programs or services. Such liaison services shall include, but not be limited to general communications, problem resolution, and Participant meeting coordination;
- D. To participate in an advisory capacity in the development of the annual operating budget for the JJAEP Co-Op; to recommend the initial criteria for, and thereafter monitor the ISDs' billing and payment schedule for the JJAEP Co-Op;
- E. To facilitate coordination with the Participants to this Agreement on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the JJAEP Co-Op and the subsequent transition back into the school setting;
- F. To assist the TCJB in developing job descriptions, screening applicants, and making personnel and staffing recommendations for the JJAEP Co-Op;
- G. To formulate and recommend other policies or procedures as appropriate to the TCJB as may be necessary to operate consistent with any rules and regulations as shall be adopted by the Texas Juvenile Probation Commission; and
- H. To formulate and recommend a consistent method for calculating the budget and cost projections for the JJAEP Co-Op.

3.12 JJAEP Co-Op Executive Committee Compensation -No member of the JJAEP Co-Op Executive Committee shall receive compensation for his or her services as a member of the Committee. Nothing herein contained shall be construed to preclude any Committee member from receiving compensation or reimbursement for expenses from the member's respective employer for serving on the Committee.



#### **SECTION FOUR: STUDENT PLACEMENT IN JJAEP**

4.1 The Participants hereto acknowledge that Texas Education Code Sec. 37.010 (a) requires that every expelled student in a county with a population of 125,000 or greater who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. It is therefore the intent of the JJAEP Co-Op to provide educational services to all expelled students, as provided more fully herein. However, no students will be assigned to the Travis County JJAEP except as set forth by provisions of this Agreement.

4.2 Students who are expelled from the school district setting will be afforded due process within the respective ISD as provided by school district policy and federal and state law.

4.3 Each ISD shall use its best efforts to notify the juvenile court in writing as soon as practicable upon the ISD's identification of a student who the ISD reasonably believes has engaged in conduct for which the student will be subject to mandatory expulsion. Such notice may be given in addition to any notice required under Texas Family Code Sec. 52.041. If the juvenile court receives written notice under this section that a student is believed to have engaged in conduct for which the ISD reasonably believes the student will be subject to mandatory expulsion, and the student is under the jurisdiction of the juvenile court, the juvenile court shall consider entering an order that the student attend the JJAEP Co-Op as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

4.4 Every student eligible for placement in the JJAEP as set forth by the provisions of this Agreement who has been expelled from an ISD, and for whom information has been provided by the ISD from which the student has been expelled to the juvenile court in accordance with Texas Family Code Sec. 52.041, shall be ordered by the juvenile court to enroll in the JJAEP Co-Op as soon as reasonably practicable after the juvenile court's receipt of such notice.

4.5 Failure of an ISD to timely notify the juvenile court of an expulsion pursuant to Texas Family Code Sec. 52.041 shall result in the student's duty to continue attending the school district's educational program, which shall be provided to that student until such time as the notification to the juvenile court is properly made.

4.6 The juvenile court shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the juvenile court ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the juvenile court shall consider entering an order that the student immediately begin

attending the JJAEP Co-Op pending resolution of the disciplinary action, including any expulsion hearings, at the ISD.

4.7 It is the intent of the Participants hereto that for each expelled student who is placed in the JJAEP Co-Op, the term of such placement will be coterminous with the term of the student's expulsion from school. The ISDs agree that a placement term of no less than one six week grading period will be required, absent extenuating circumstances. Students must remain in the JJAEP Co-Op for the full period ordered by the juvenile court unless the student's school district agrees to accept the student before the date ordered by the juvenile court or the student is referred back to the ISD pursuant to Section 4.8 or Section 4.9 herein. The juvenile court shall consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. At the conclusion of the student's term of probation, or any other requirement imposed by the juvenile court, including conditions of a deferred prosecution ordered by the court, or such conditions required by the prosecutor or probation department, and if the student meets the requirements for admission into the public schools established by law, the school district in which the student resides must readmit the student, but may assign such student to the school district alternative education program.

4.8 It is the intent of the Participants hereto that the JJAEP Co-Op shall give priority to mandatory expulsion students from each of the ISDs. It is understood by the Participants, however, that the JJAEP Co-Op has limited space and staffing, and that conditions outside the control of any Participant to this Agreement may cause fluctuations in the JJAEP Co-Op population. The current maximum capacity of the JJAEP is fifty students. The "maximum capacity" of the JJAEP may be redefined from time to time, however, as deemed appropriate by the JJAEP Co-Op. Given the limited space at the JJAEP, participants agree to abide by the following procedures for discretionary placement decisions:

- A. Each participating school district will be permitted to enroll as many as four discretionary students in the JJAEP Co-Op at any time during the school year. These students must meet the definition of discretionary Category I, II or III as set forth by this Agreement.
- B. Discretionary students will not be accepted into the JJAEP in the event that maximum capacity has been reached.

In the event the JJAEP has reached maximum capacity and a mandatory expulsion student is referred for placement in the JJAEP Co-Op, the JJAEP Manager will immediately identify the school district(s) with the highest number of discretionary student placements, and determine which discretionary student from these districts should be dismissed from the JJAEP Co-Op to

accommodate the additional mandatory expulsion student. The JJAEP Manager will base this decision on information regarding the circumstances for the expulsion and the student's behavior while at the JJAEP.

4.9 A student who is assigned to the JJAEP as a "discretionary category II" student for a Title 5 felony offense under TEC Section 37.0081(a) shall be returned to the sending ISD upon the first of the following events to occur:

- a. The charges are dismissed or reduced to a misdemeanor offense,
- b. The student is acquitted,
- c. The student completes the term of placement,
- d. The student is assigned to another program,
- e. The student graduates from high school.

## **SECTION FIVE: LIAISON**

5.1 Each ISD shall notify the juvenile court in writing of its designated Liaison. Each Liaison shall have authority to offer recommendations to the juvenile court regarding placement alternatives for students under the jurisdiction of the juvenile court, and to bind the Liaison's respective ISD to any agreement to return a child to the school setting.

5.2 The Liaison shall assist the juvenile court in obtaining the permission from the parent(s) of each student served by the JJAEP Co-Op to release medical, educational or other appropriate records to the juvenile court and to the JJAEP Co-Op. In the absence of such parental consent, the juvenile court may consider the need for a court order releasing such records, and the Liaison may provide the juvenile court with such other educational information regarding the child as may be permitted by law.

5.3 The Liaison shall be responsible for coordinating the ISD's participation on the ISSP transition team, as appropriate.

5.4 As necessary, the Liaison will consult with representatives of the Participants regarding matters affecting the programs, services, and student population of the JJAEP Co-Op.

## **SECTION SIX: JJAEP CO-OP FACILITIES AND STAFFING**

6.1 The JJAEP Co-Op facilities and staffing will be provided by Travis County and the TCJB. Such facilities and staffing may be provided under a separate agreement with one or more ISDs or a third party provider. It is contemplated by the Participants that the facilities, staffing, services and other requirements of the JJAEP Co-Op will be fully operational no later than the first day of school in each year in which this Agreement continues in force and effect.

The JJAEP Co-Op shall operate on the same school calendar as the Austin Independent School District. TCJB shall comply with all state bidding and procurement laws in obtaining facilities and staffing for the JJAEP Co-Op to the extent such are applicable.

## **SECTION SEVEN: TRANSPORTATION**

7.1 Each ISD shall be responsible for providing for the transportation of its students to and from the JJAEP Co-Op facility. Each ISD acknowledges and agrees that the student drop off and pick-up locations will be no further than two (2) miles from the students' residence. Disciplinary incidents occurring during transport on the ISDs' vehicles will be referred to the JJAEP Program Administrator or designee for appropriate disciplinary action.

## **SECTION EIGHT: RELEASE OF STUDENT AND JUVENILE RECORDS**

8.1 The governing body of each Participant finds that in order to appropriately serve students receiving services under this Agreement, the sharing of information pertinent to the provision of education and rehabilitation services is essential and in the best interests of the students served. In the absence of parental consent, the juvenile court with jurisdiction over a student receiving educational services under this Agreement shall consider authorizing the entities providing services to such student to release appropriate juvenile, educational, diagnostic, treatment or other records as appropriate to permit the consistent provision of services to the student.

8.2 All student education records discussed or reviewed by any person specific to an individual student shall be considered confidential, and shall be shared only with the juvenile court, the student, the parent(s) or guardian(s) of the student, and those employees of the juvenile court, Participant, or JJAEP Co-Op with a legitimate educational interest in the student. Student educational records shall be transferred to the appropriate ISD upon dismissal of a student from the JJAEP Co-Op.

8.3 Each ISD shall be responsible for providing the JJAEP the following education records prior to the students admission to the JJAEP:

- Grades and transcript (current and past semester)
- Immunization records
- Special Education assessments if applicable
- ARD and IEP information if applicable
- Current information related to state-mandated assessments
- Attendance and grades for one prior full semester

## **SECTION NINE: FUNDING FOR JJAEP CO-OP**

9.1.a. Daily Rate for Discretionary Category I and III Students - The ISDs will be billed a daily rate not to exceed the daily rate authorized by the Texas Juvenile Probation Commission for mandatory expulsion students, for each day a "discretionary category I" student, who is expelled pursuant to Texas Education Code Sec. 37.007 (b), (c), (f) or (i), and "discretionary category III" student, who is placed as a publicly registered sex offender pursuant to Texas Education Code Chapter 37 Subchapter I, is in attendance in the JJAEP Co-Op.

9.1.b. Daily Rate for Discretionary Category II Students - The ISDs will be billed a daily rate based on the actual operational costs as determined by the Travis County Juvenile Board based on the Board's annual audit for each day a "discretionary category II" student who was expelled for Title V felonies pursuant to Texas Education Code Section 37.0081 is enrolled in the JJAEP. Audit figures from the most recently finalized audit will be used to set current year actual daily costs. The rate per student per day of enrollment for school year 2009-2010 will be set by the Travis County Juvenile Board at their duly noticed meeting in August or September, 2009 and notification will be provided to all ISDs under this Agreement.

9.2 Rollover Funds- If any portion of the funds paid by the ISDs hereunder remain unused at the end of any school year, such funds shall become rollover funds for the following year, and shall be applied to the cost of funding JJAEP Co-Op operational expenses for the subsequent school year(s).

9.3 Maintenance of Depository Account - Travis County shall place all funds received hereunder in a fully insured depository account, or other secured account as required by law. Funds received hereunder shall be separately accounted for and may not be budgeted or allocated for any purpose other than the operation of the JJAEP Co-Op. All principal and any interest accruing to the TCJB account from such deposited funds shall be credited to the JJAEP Co-Op and shall be used for the necessary and reasonable expenses of the JJAEP Co-Op and shall not be commingled with the regular operating funds of either the TCJB or Travis County. All rollover funds shall be separately accounted for and used to fund program costs for the subsequent school year.

9.4 Accounting - Travis County shall provide an accounting to the Participants, on an as-requested basis, of the amounts paid to the TCJB in connection with the JJAEP Co-Op, together with supporting documentation.

9.5 Billing - Travis County agrees to establish and coordinate billing arrangements with the ISDs with respect to the ISDs' funding obligations, if any, to the JJAEP Co-Op under this Agreement.

9.6 Audit - At least annually, Travis County shall provide an audited accounting to the other Participants of funds received and paid with respect to the JJAEP Co-Op.

9.7 Budget - The Executive Committee shall provide recommendations to the TCJB on budgetary matters relating to the establishment and operation of the JJAEP Co-Op.

#### **SECTION TEN: SPECIAL SERVICES**

10.1 The TCJB shall be responsible for any services required to comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The ISD in which a student resides shall provide and fund related services specified in the Individualized Education Plan to eligible students under the Individuals with Disabilities Education Act.

10.2 TCJB and the ISDs shall cooperate in the provision of related services to students placed in the JJAEP Co-Op.

10.3 Each ISDs shall provide reasonable notice to the administrator of the JJAEP Co-Op of the ISD's Admission, Review and Dismissal Committee ("ARD") meetings where placement in the JJAEP Co-Op will be considered or when reviewing or modifying the program of a special education student in the JJAEP Co-Op. The ISDs shall be responsible for scheduling and sending notices of ARD meetings during the period of expulsion, and for notifying and inviting JJAEP Co-Op representatives to participate in ARD meetings. For students receiving services under the Individuals with Disabilities Education Act, the Admission, Review and Dismissal Committee meetings shall satisfy the requirement for ISSP transition team meetings as otherwise required in Section 12.1 herein.

10.4 If, after placement of a discretionary student with disabilities in the JJAEP Co-Op under this Agreement, the administrator of the JJAEP Co-Op has concerns that the student's educational or behavioral needs cannot be met in the JJAEP Co-Op, the administrator (or his/her designee) shall immediately provide written notice to the ISD from which the student was expelled. Upon receipt of such notice, the ISD shall convene an ARD committee meeting to reconsider the placement of the student in the program, giving reasonable advance notice to the administrator of the JJAEP Co-Op. A representative of the JJAEP Co-Op may participate in the ARD committee meeting to the extent that the meeting relates to the student's placement or continued placement in the JJAEP Co-Op.

#### **SECTION ELEVEN: EXPEDITED MAGISTRATE SYSTEM**

11.1 The expeditious hearing of all cases related to the JJAEP Co-Op by the juvenile court is crucial to the spirit and the letter of the Texas Legislature's changes to both the

Education and the Juvenile Justice Codes. Accordingly, the following expedited judicial procedures shall be applied to those cases concerning students expelled from the school setting:

- A. The juvenile courts shall establish a procedure by which the Gardner-Betts Intake Division shall identify students who are eligible for placement in the JJAEP Co-Op, and notify the District Attorney when it receives a referral for an offense which may result in placement in the JJAEP Co-Op not later than the next working day after the referral is received.
- B. The ISDs shall make their best efforts to conduct their expulsion hearings no later than seven school days after an offense is reported to the respective school Liaison. If the student is expelled, the ISD will send to the juvenile court, not later than the second working day after the expulsion hearing, the recommendations of the Liaison regarding placement of the student in either the JJAEP Co-Op or a school district program. The Liaison will also forward such academic and behavioral records as it may have legal authority to share with the juvenile court, or in the absence of such authority, shall forward a written report to the juvenile court relating non-confidential information that is relevant to the educational placement of the student.
- C. Upon receipt of a referral or Preliminary Investigation Report on a student eligible for placement in the JJAEP Co-Op, the District Attorney shall review such referral or Preliminary Investigation Report, and shall file a delinquency petition, if appropriate, not later than five working days after receipt of the Preliminary Investigation Report.
- D. The juvenile court hearing on a delinquency petition filed under subsection (C) herein shall be conducted no later than fourteen days after the delinquency petition is filed. It is the intent of the Participants that the term of probation for any student placed in the JJAEP Co-Op will not be shorter than the term of the student's expulsion from school.

## **SECTION TWELVE: ACADEMIC REVIEW AND TRANSITION**

12.1 Within a reasonable period of time after admission to the JJAEP Co-Op, each student shall have an Individual Student Services Plan ("ISSP") prepared by the ISSP transition team to meet the student's individual academic needs. The ISSP shall be reviewed periodically, at reasonable intervals, and shall address each student's emotional, social, and educational needs. In the case of a high school student, the ISSP shall contain a review of the student's progress toward meeting high school graduation requirements and shall establish a specific graduation

plan for the student. The ISSP shall be designed by the ISSP transition team and any other persons deemed appropriate by the TCJB, and shall require parental participation. For students receiving services under the Individuals with Disabilities Education Act, no ISSP transition team review shall be required under this section.

12.2 The TCJB shall provide to the ISDs a summative evaluation of the performance of all students served by the JJAEP Co-Op on an annual basis. Such evaluation shall reflect the academic performance of students served in the JJAEP Co-Op each year, as well as providing follow-up with former students of the JJAEP Co-Op. The ISDs shall assist the JJAEP Co-Op in developing meaningful performance measurement criteria, and in providing follow-up data for former JJAEP Co-Op students who return to the school setting. All Participants shall use their best efforts to work collaboratively to capture meaningful performance data, as well as follow-up information on students returning to the ISDs.

12.3 The TCJB will provide the following services to the ISDs for students who are ordered into the regular classroom or school district alternative education program setting as a condition or term of probation:

- A. Supervision by a certified juvenile probation officer for the remaining period of probation, which will emphasize protection of the community, accountability, and competency building.
- B. Implementation of the individual student's ISSP transition plan, including wrap-around services identified in the ISSP transition plan. The transition plan will be developed and agreed to by the student's JJAEP Co-Op transition team. The court-ordered portion of the ISSP transition plan may include, but not be limited to community service, parent classes, counseling, and other appropriate services.

12.4 The ISSP transition team shall formulate a transition plan, specifying any services to be provided upon return to the regular education setting, as part of the ISSP for each student. The ISSP transition plan shall be completed prior to the student's completion of the JJAEP Co-Op placement.

### **SECTION THIRTEEN: TERM OF AGREEMENT**

13.1 The initial term of this Agreement shall be for the period from the effective date of this Agreement through August 31, 2010. This Agreement shall be automatically renewed for an additional term of one year on the same terms and conditions, unless one or more of the Participants hereto elects to terminate this Agreement by providing written notice to all other Participants hereto at least sixty (60) days prior to the expiration of the initial term, unless



terminated sooner. This Agreement may be extended for additional terms of one year upon the mutual consent of the Participants evidenced by an extension agreement entered into not later than thirty (30) days prior to the termination date of this Agreement, or any extension hereof.

13.2 Any provision of the preceding Section 13.1 to the contrary notwithstanding, any ISD may withdraw from this Agreement prior to the expiration of the term hereof by written agreement of the TCJB, or for good cause, at any time. Any ISD withdrawing from this Agreement shall be entitled to recover all funds from the Texas Juvenile Probation Commission to which it is entitled. No ISD withdrawing from this Agreement shall be entitled to receive any portion of the rollover funds, unless this Agreement is terminated by all Participants hereto in its entirety, or this Agreement is terminated by operation of law. In the event this Agreement is terminated in its entirety, any rollover funds remaining shall be distributed to the ISDs, pro-rata, based upon the number of students served by the ISD residing in Travis County.

13.3 In the event of termination by any Participant, the Agreement will remain in force and effect with respect to the remaining Participants, unless such termination frustrates the overall purposes and intent of this Agreement.

#### **SECTION FOURTEEN: MISCELLANEOUS**

14.1 Records and Reporting Requirements - Throughout the term of this Agreement, the Participants hereto agree to establish and maintain detailed records regarding the administration and operation of the school alternative education program and JJAEP Co-Op, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

14.2 Legal Requirements - The Participants agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the Participants hereto are required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.

14.3 Notice - Except where oral notice is specifically allowed or required under this Agreement, any notice provided hereunder by any party to another shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service, to the following address or telecopy number:

**Austin Independent School District:**

Dr. Meria Carstarphen Superintendent of Schools  
Austin Independent School District  
1111 West 6th Street  
Austin, Texas 78703  
512- 414-2412 PHONE      512- 414-1486 FAX  
e-mail: [superintendent@austinisd.org](mailto:superintendent@austinisd.org)

**Del Valle Independent School District:**

Mr. Bernard J. Blanchard, Superintendent of Schools  
Del Valle Independent School District  
5301 Ross Road  
Del Valle, TX 78617  
512- 386-3000 PHONE      512- 386-3015 FAX  
e-mail: [bblanchard@del-valle.k12.tx.us](mailto:bblanchard@del-valle.k12.tx.us)

**Eanes Independent School District:**

Dr. Nola Wellman, Superintendent of Schools  
Eanes Independent School District  
601 Camp Craft Road  
Austin, TX 78746  
512- 732-9001 PHONE      512- 732-9005 FAX  
e-mail: [supt@eanes.k12.tx.us](mailto:supt@eanes.k12.tx.us)

**Lake Travis Independent School District:**

Dr. Rockwell Kirk, Superintendent of Schools  
Lake Travis Independent School District  
3322 Ranch Road 620 South  
Austin, TX 78734-6801  
512- 533-6000 PHONE      512- 533-6001 FAX  
e-mail: [superintendent@laketravis.txed.net](mailto:superintendent@laketravis.txed.net)

**Lago Vista Independent School District:**

Dr. Barbara A. Qualls, Superintendent of Schools  
Lago Vista Independent School District  
P.O. Box 4929  
Lago Vista, TX 78645-0001  
512- 267-8300 PHONE      512- 267-8304 FAX  
e-mail: [barbara\\_qualls@lagovista.txed.net](mailto:barbara_qualls@lagovista.txed.net)

**Leander Independent School District:**

Dr. Bret Champion, Superintendent of Schools  
Leander Independent School District  
P.O. Box 218  
Leander, Texas 78641  
512-434-5000 PHONE      512-434-5398 FAX  
e-mail: [bret.champion@leanderisd.org](mailto:bret.champion@leanderisd.org)

**Manor Independent School District:**

Mr. Andrew Kim, Superintendent of Schools  
Manor Independent School District  
P.O. Drawer L  
Manor, TX 78653  
512- 278-4000 PHONE      512- 278-4017 FAX  
e-mail: [Andrew.kim@manorisd.net](mailto:Andrew.kim@manorisd.net)

**Pflugerville Independent School District:**

Mr. Charles Dupre, Superintendent of Schools  
Pflugerville Independent School District  
1401 West Pecan Street  
Pflugerville, TX 78660-2518  
512- 594-0000 PHONE      512- 594-0005 FAX  
e-mail: [superintendent@pflugervilleisd.net](mailto:superintendent@pflugervilleisd.net)

**Round Rock Independent School District:**

Dr. Jesus Chavez, Superintendent of Schools  
Round Rock Independent School District  
1311 Round Rock Avenue  
Round Rock, Texas 78681  
512- 464-5022 PHONE      512- 464-5055 FAX  
e-mail: [superintendent\\_rrisd@roundrockisd.org](mailto:superintendent_rrisd@roundrockisd.org)

**Travis County Juvenile Board:**

Honorable Darlene Byrne  
126th District Court  
Chair, Travis County Juvenile Board  
1000 Guadalupe Street, Suite 436  
Austin, Texas 78701  
512- 854-9313 PHONE      512- 854-9332 FAX

**Travis County:**

Honorable Samuel T. Biscoe, Travis County Judge  
314 West 11th Street, Suite 520  
Austin, Texas 78701  
512- 854-9555 PHONE      512- 854-9535 FAX  
with a copy to the Travis County Attorney:

Honorable David Escamilla, Travis County Attorney  
314 West 11th Street, Suite 300  
Austin, Texas 78701  
512- 854-9415 PHONE      512- 854-9316 FAX

Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

14.4 Amendments - If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Participants, provided that all such changes, amendments, supplements or modifications shall be in writing.

14.5 Integration Clause - This Agreement, including schedules and attachments, contains the entire agreement of the Participants hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Participants. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect. It is acknowledged by the Participants that no officer, agent, employee or representative of Travis County has any authority to change or amend the terms of this Agreement or any attachments to it or to waive any breach of this Agreement unless expressly granted that authority by the Travis County Commissioners Court.

14.6 Partial Invalidity - If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be effected, impaired or invalidated, unless such holding causes the obligations of the Participants hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Participants hereto.

14.7 Non-assignability - No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by any Participant without the prior written consent of the other Participants hereto.

14.8 Waiver - No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

14.9 Immunity - Neither Travis County, the TCJB, nor the ISDs waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

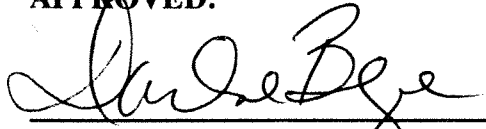
14.10 Available Funds - The Participants to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

14.11 Open Meetings - The meetings at which this Agreement was approved by the Participants' governing boards were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Ch. 551.

14.12 Mediation - Any dispute arising under this Agreement may be submitted, upon agreement of the Participants, to non-binding mediation. When mediation is acceptable to the participants in resolving any dispute arising under this Agreement, the Participants agree to use the Dispute Resolution Center of Austin or any other mediator as shall be mutually agreed upon by the Participants, to provide mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless the Participants are satisfied with the result of the mediation, the mediation will not constitute a final binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless the Participants agree, in writing, to waive the confidentiality.

**IN WITNESS THEREOF**, the undersigned Participants acting under the authority of their respective governing boards have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year above first written, which is the date of this Agreement.

**APPROVED:**

  
\_\_\_\_\_  
Honorable Darlene Byrne  
Chair, Travis County Juvenile Board

**APPROVED:**

\_\_\_\_\_  
Honorable Samuel T. Biscoe  
Travis County Judge

**APPROVED:**

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Austin Independent School District

**APPROVED:**

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Eanes Independent School District

**APPROVED:**

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Lake Travis Independent School District

**APPROVED:**

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Manor Independent School District

**APPROVED:**

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Round Rock Independent School District

**APPROVED:**

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Del Valle Independent School District

**APPROVED:**

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Lago Vista Independent School District

**APPROVED:**

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Leander Independent School District

**APPROVED:**

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Pflugerville Independent School District

VS #

24

AGENDA REQUEST

Please consider the following item for:

Work Session \_\_\_\_\_ Executive Session 7/14/09 EB Voting Session \_\_\_\_\_

- I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck)  
Phone: 854-9513  
B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. Trydough Company, LLC (Warnecker Enterprises, LLC Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1) (A).

- C. Approved \_\_\_\_\_ by:

Signature of Commissioner or Judge

- 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 & Eight 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:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005  
J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL  
etc.) A Change in your department's personnel. (reclass,

IV. BUDGET REQUEST:

If your request involves any of the following please check:

- Additional funding for your department  
Transfer of funds within your department budget  
A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.



VS #

25

AGENDA REQUEST

Please consider the following item for:

Work Session \_\_\_\_\_ Executive Session 7/14/09 *JB* Voting Session \_\_\_\_\_

I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck)  
Phone: 854-9513

B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. Jean Treadwell (Warnecker Enterprises, LLC Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1) (A).

C. Approved

by:

Signature of Commissioner or Judge

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 & Eight 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:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005

J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL

\_\_\_\_ A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

\_\_\_\_ Additional funding for your department

\_\_\_\_ Transfer of funds within your department budget

\_\_\_\_ A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

VS #

26

AGENDA REQUEST

Please consider the following item for:

Work Session \_\_\_\_\_ Executive Session 7/14/09 JB Voting Session

I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck)  
Phone: 854-9513

B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. James T. Knox & Senta D. Knox (Rhoni A. Lahn Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1) (A).

C. Approved

by:

Signature of Commissioner or Judge

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 & Eight 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:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005

J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL

\_\_\_\_ A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

\_\_\_\_ Additional funding for your department

\_\_\_\_ Transfer of funds within your department budget

\_\_\_\_ A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

## Travis County Commissioners Court Agenda Request

Voting Session 07/14/09  
(Date)

Working Session \_\_\_\_\_  
(Date)

I. A. Request made by: COUNTY ATTORNEY (Tim Labadie) Phone: 854-5864

Signature of Elected Official/Appointed Official/Executive  
Manager/County Attorney

B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding payment for Starflight services rendered to Maria Villarreal (Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

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

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

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

Danny Hobby 854-9367

III. Required Authorizations: Please check if applicable:

A. 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

B. Human Resources Department (854-9165)

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

C. Purchasing Office

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

D. 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 Commissioners Court Agenda Request**

28 ✓

Voting Session 07/14/09  
(Date)Working Session \_\_\_\_\_  
(Date)

- I. A. Request made by: **COUNTY ATTORNEY (Tim Labadie)** Phone: **854-5864**

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

- B. Requested Text:

**Receive legal advice from and give direction to County Attorney as to whether to file suit against Sheila Bailey to recover for damage to a County-owned guardrail and take appropriate action; Executive Session also, pursuant to TEX. GOV'T CODE §551.071(1)(A).**

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

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

**Joe Gieselman, Executive Manager, TNR 854-9383**

- III. Required Authorizations: Please check if applicable:

- A. 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

- B. Human Resources Department (854-9165)

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

- C. Purchasing Office

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

- D. County Attorney's Office (854-9415)

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
08/11/09 - 2 PM/2:14

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

## Travis County Commissioners Court Agenda Request

29

Voting Session 07/14/09  
(Date)

Working Session  
(Date)

- I. A. Request made by: **COUNTY ATTORNEY (Tim Labadie)** Phone # **854-9513**

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

- B. Requested Text:

**Receive legal advice from and give direction to County Attorney as to whether to file suit against Troy Taylor to recover for damage to a County-owned guardrail and take appropriate action; Executive Session also, pursuant to TEX. GOV'T CODE §551.071(1)(A).**

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

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

**Joe Gieselman, Executive Manager, TNR 854-9383**

- III. Required Authorizations: Please check if applicable:

- A. 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

- B. Human Resources Department (854-9165)

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

- C. Purchasing Office

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

- D. County Attorney's Office (854-9415)

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
JUL - 2 PM 12:15

**AGENDA REQUEST DEADLINE:** This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Monday 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 RequestVoting Session 7 / 14 / 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 29.35 acres of undeveloped land located west of Loop 360, between R.M. 2222 and Spicewood Springs Road 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)X Contract, Agreement, Policy & Procedure

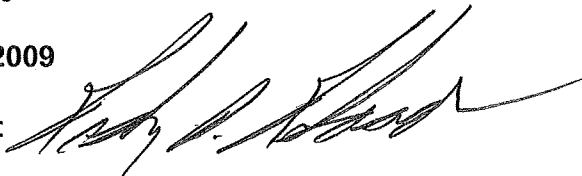
AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Monday for the following week's meeting. Late or incomplete requests will be deferred.

**Travis County Commissioners Court Agenda Request**

Please consider the following item for:

**Voting Session: July 14, 2009**

I. A. Request made by:



**Rodney Rhoades, Executive Manager, Planning & Budget**

**Phone 854-8679**

Requested Text:

**Consider and take appropriate actions regarding Security Committee recommendations for the FY 10 Preliminary Budget, (Executive Session pursuant to Gov't Code Ann Section 551.076 security)**

C. Approved by:

\_\_\_\_\_  
Signature of Commissioner or County Judge

II. A. All backup material needs to be attached to the Agenda and submitted with this Agenda Request (Original and eight copies).

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

Leroy Nellis, Budget Director, Planning & Budget	854-9106
Belinda Powell, Strategic Planning Manager, Planning & Budget	854-9106
Jessica Rio, Assistant Budget Director	854-9106
Michael Hemby, TCSO, Chair of Security Committee	854-4924
Members of the Security Committee	

III. BUDGET OR PERSONNEL REQUESTS. Please check if applicable:

\_\_\_\_\_ Additional funding for any department or for any purpose  
\_\_\_\_\_ Transfer of existing funds within or between any budget  
\_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

Please coordinate through the County Planning and Budget Office (473-9106) or the Human Resources Department BEFORE submitting any agenda item that involves any budget or personnel issue.

**AGENDA REQUEST DEADLINES**

All Agenda Requests and supporting materials MUST be submitted to the County Judge's Office in writing by 5:00 PM on Monday for the next week's meeting. Agenda Requests missing this deadline will be considered for the next subsequent Commissioners Court meeting, as will Agenda Items without appropriate back-up material, including a signed budget transfer form.

WS # \_\_\_\_\_

VS # \_\_\_\_\_

C2

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Work Session \_\_\_\_\_

Voting Session 07/14/09

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

B. Requested Text:

**Approve setting a Public Hearing on August 4, 2009 to receive comments regarding a request to authorize the filing of an instrument to vacate six public utility & drainage easements located along the common lot lines of Lots 11 & 12, Lots 12 & 13, and Lots 13 & 14, Block B of Kingsbery Park, Section One – a subdivision in Travis County, Precinct One.**

C. Approved by: \_\_\_\_\_

Commissioner Ron Davis, Precinct One

II. A. Is backup material attached\*: Yes X No \_\_\_\_\_

\*Any backup material to be presented to the court must be submitted with this Agenda

Request – 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

John Hille - 854-9415

Austin American-Statesman

Anna Bowling - 854-9383

Joe Arriaga - 854-9383

Don Grigsby - 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  
JUL 25 PM 3:00

90-7  
JUL 25 PM 3:00  
RECEIVED  
COUNTY JUDGE'S OFFICE





## 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 24, 2009

TO: Members of the Commissioners' Court

THROUGH: *for* Joseph P. Gieselman, Executive Manager

FROM: *AB* Anna Bowlin, Division Director – Development Services

SUBJECT: Approve setting a Public Hearing on August 4, 2009 to receive comments regarding a request to authorize the filing of an instrument to vacate six 5' public utility & drainage easements located along the common lot lines of Lots 11 & 12, Lots 12 & 13, and Lots 13 & 14, Block B of Kingsbery Park, Section One – a subdivision in Travis County, Precinct One.

#### Summary and Staff Recommendation:

TNR has received a request to vacate six 5' public utility and drainage easements (PUE/DE) located along the common lot line of Lots 11 & 12, Lots 12 & 13, and Lots 13 & 14, Block B of Kingsbery Park, Section One. These lots front on Damita Jo Drive, a street maintained by Travis County.

According to the request letter, the purpose of this vacation request is so that the owner can be permitted for a proposed OSSF. Another reason for this request is so that the improvements (some already in place) will not be encroaching on the subject easements. The septic review and permit is pending the approval of this vacation.

In regards to the drainage portion of the easements, Registered Engineer Thomas P. McDill, Jr. has stated:

“The 15 foot drainage easement shown on the map portion of the plat is located on Block A only, but the other drainage easement language is unclear. From an engineering point of view I would certify that if there is an added drainage easement on all lot lines, it could be vacated along these lines and not affect drainage anywhere else.”

In regards to the public utility portion of the easements, the utility companies known to be operating in the area have stated that they have no objection to vacating the subject easements. 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 and the reviewing engineer to decide if the public utility and drainage easements need 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 easements as described in the attached field notes and sketch. A Registered Professional Engineer has stated that the vacation of the drainage easements will not affect drainage anywhere else.

**Exhibits:**

Order of Vacation  
Field Notes and Sketch  
Request & Engineer's letter  
Statements from utility companies  
Maps

PS:AB:ps

1105 Damita Jo Dr.

## ORDER OF VACATION

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

WHEREAS, the property owner requests the vacation of six 5' public utility and drainage easements located along the common lot lines of Lots 11 & 12, Lots 12 & 13, and Lots 13 & 14, Block B of Kingsbery Park, Section One as recorded in Book 37, Page 9 of the Plat Records of Travis County, Texas, so that the owner can construct proposed improvements without encroaching on the six 5' public utility and drainage 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, an independent Registered Engineer has stated that the vacation of the six 5' drainage easements as described in the attached field notes and sketch will not affect drainage anywhere else; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the six 5' public utility and drainage 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 28, 2009 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the six 5' public utility and drainage easements located along the common lot lines of Lots 11 & 12, Lots 12 & 13, and Lots 13 & 14, Block B of Kingsbery Park, Section One, as shown on the attached sketch and described in the attached field notes, are 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

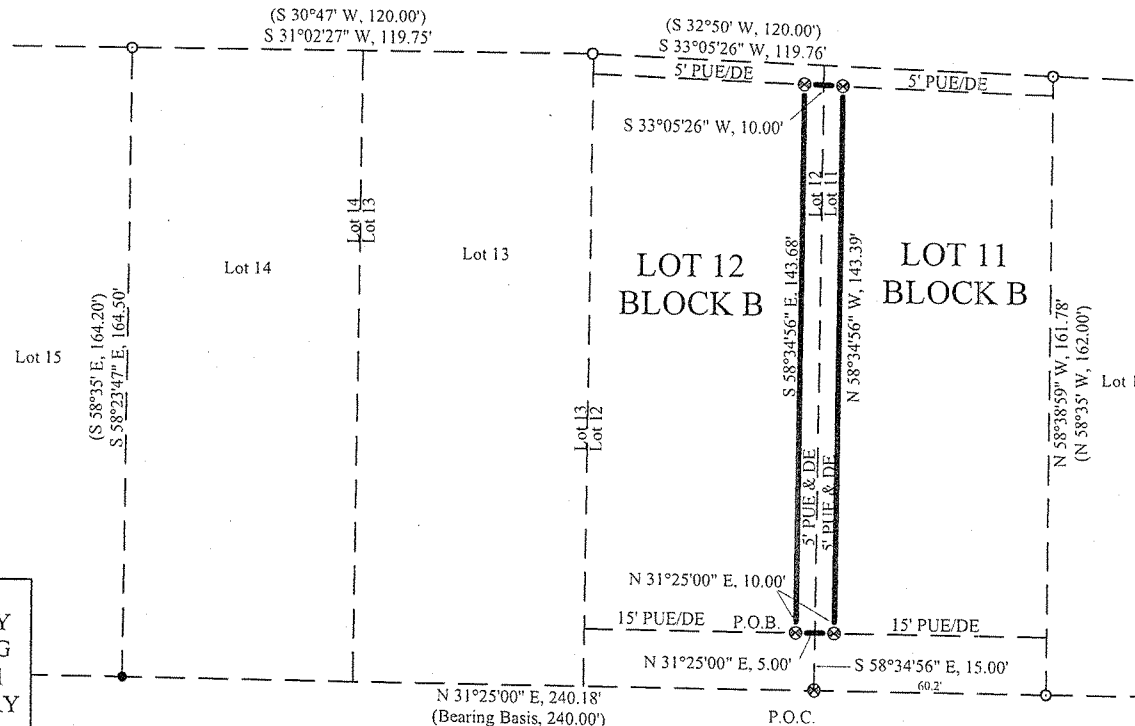
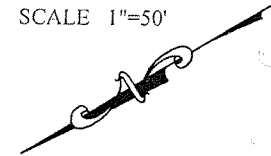
\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR

## LEGEND

—⊗— CALCULATED POINT

## PARTIAL VACATION OF PUBLIC UTILITY AND DRAINAGE EASEMENT

SCALE 1"=50'



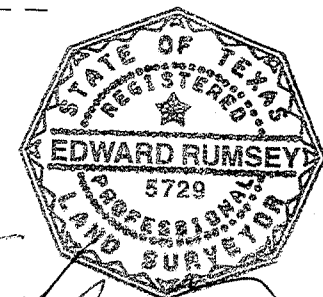
DAMITA JO DRIVE  
(50' R.O.W.)

310 SQUARE FOOT PARTIAL  
VACATION OF 10' PUBLIC UTILITY  
AND DRAINAGE EASEMENT BEING  
ON THE COMMON LINE OF LOT 11  
AND LOT 12, BLOCK B, KINGSBERRY  
PARK SECTION ONE,  
MANOR, TRAVIS COUNTY, TEXAS  
BOOK 37, PG. 9

SURVEY DATE	JUNE 9, 2009
JOB NO.	A0603709-3

**ALLST**  
Land surveying

9020 ANDERSON MILL RD  
AUSTIN, TEXAS 78729  
(512) 249-8149 PHONE  
(512) 331-5217 FAX  
WWW.ALLSTARLANDSURVEYING.COM



EDWARD C. RUMSEY, TX RPLS # 5729  
ALL STAR LAND SURVEYING  
AUSTIN GRID P-23  
TCAD PROP. I.D.# 203294

EXHIBIT " A "

FIELD NOTES DESCRIBING  
310 SQUARE FEET OF LAND OUT OF A  
10' PUBLIC UTILITY/ DRAINAGE EASEMENT

**BEING 310 SQUARE FEET OF LAND, OUT OF LOTS 11 AND 12, BLOCK B, KINGSBERRY PARK SECTION ONE, RECORDED IN BOOK 37, PAGE 9, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THE 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE COMMON LOT LINE OF SAID LOTS 11 AND 12, SAID 310 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** AT A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF DAMITA JO DRIVE, AT THE NORTHEAST CORNER OF SAID LOT 11, SAME BEING THE NORTHWEST CORNER OF SAID LOT 12;

**THENCE** SOUTH 58 DEGREES 34 MINUTES 56 SECONDS EAST, ALONG THE COMMON LINE OF SAID LOTS 11 AND 12, 15.00 FEET TO A POINT;

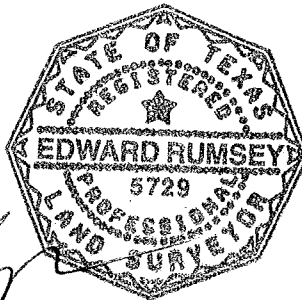
**THENCE** NORTH 31 DEGREES 25 MINUTES 00 SECONDS EAST, THROUGH SAID LOT 12, 5.00 FEET TO A POINT FOR THE **POINT OF BEGINNING** AND THE NORTHEAST CORNER HEREOF;

**THENCE** SOUTH 58 DEGREES 34 MINUTES 56 SECONDS EAST, CONTINUING THROUGH SAID LOT 12, 143.68 FEET TO A POINT FOR THE SOUTHEAST CORNER HEREOF;

**THENCE** SOUTH 31 DEGREES 02 MINUTES 27 SECONDS WEST, CONTINUING THROUGH SAID LOT 12, 5.00 FEET PASSING THE COMMON LINE OF SAID LOTS 11 AND 12 AND CONTINUING THROUGH SAID LOT 11 A TOTAL DISTANCE OF 10.00 FEET TO A POINT, FOR THE SOUTHWEST CORNER HEREOF;

**THENCE** NORTH 58 DEGREES 34 MINUTES 56 SECONDS WEST, CONTINUING THROUGH SAID LOT 11, 143.39 FEET TO A POINT FOR THE NORTHWEST CORNER HEREOF;

**THENCE** NORTH 31 DEGREES 25 MINUTES 00 SECONDS EAST, CONTINUING THROUGH SAID LOTS 11 AND 12, 10.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 310 SQUARE FEET OF LAND.



---

EDWARD C. RUMSEY, TX. RPLS #5729  
ALL STAR LAND SURVEYING  
9020 ANDERSON MILL ROAD  
AUSTIN, TEXAS 78729  
JOB # FNA0603709-3  
AUSTIN GRID # P-23  
TCAD # 203294

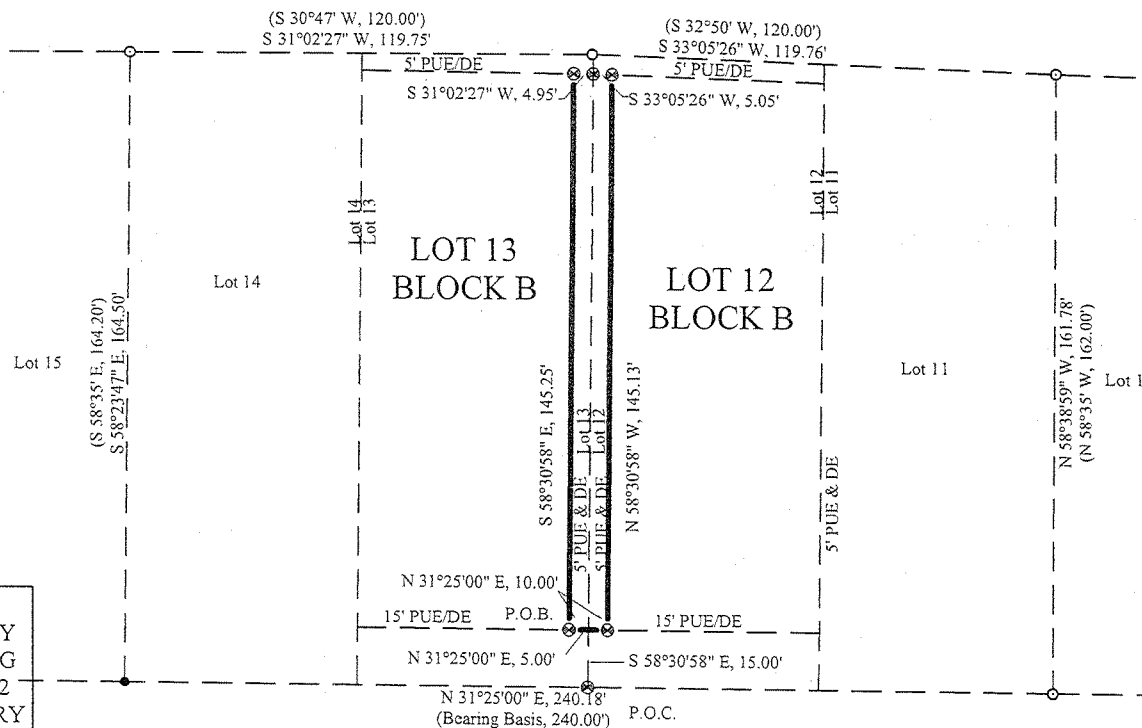
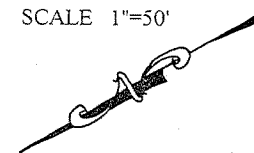
Last updated 7-9-09 at 4:51pm

## LEGEND

P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCING  
—●— CALCULATED POINT  
PUE PUBLIC UTILITY ESMT  
DE DRAINAGE ESMT

# PARTIAL VACATION OF PUBLIC UTILITY AND DRAINAGE EASEMENT

SCALE 1"=50'



310 SQUARE FOOT PARTIAL  
VACATION OF 10' PUBLIC UTILITY  
AND DRAINAGE EASEMENT BEING  
ON THE COMMON LINE OF LOT 12  
AND LOT 13, BLOCK B, KINGSBERRY  
PARK SECTION ONE,  
MANOR, TRAVIS COUNTY, TEXAS  
BOOK 37, PG. 9

SURVEY DATE JUNE 9, 2009

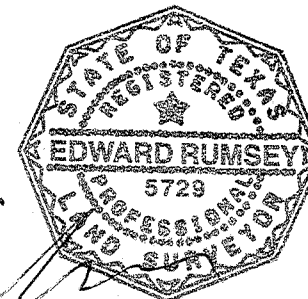
JOB NO. A0603709-2

**ALLST**  
Land surveying

9020 ANDERSON MILL RD  
AUSTIN, TEXAS 78729  
(512) 249-8149 PHONE  
(512) 331-5217 FAX  
WWW.ALLSTARLANDSURVEYING.COM

DAMITA JO DRIVE

(50' R.O.W.)



EDWARD C. RUMSEY, TX RPLS # 5729  
ALL STAR LAND SURVEYING  
AUSTIN GRID P-23  
TCAD PROP. I.D. # 203294

EXHIBIT "A"

FIELD NOTES DESCRIBING  
310 SQUARE FEET OF LAND OUT OF A  
10' PUBLIC UTILITY/ DRAINAGE EASEMENT

BEING 310 SQUARE FEET OF LAND, OUT OF LOTS 12 AND 13, BLOCK B,  
KINGSBERRY PARK SECTION ONE, RECORDED IN BOOK 37, PAGE 9, PLAT RECORDS,  
TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THE 10 FOOT PUBLIC UTILITY  
AND DRAINAGE EASEMENT ALONG THE COMMON LOT LINE OF SAID LOTS 12 AND 13,  
SAID 310 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES  
AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF DAMITA JO  
DRIVE, AT THE NORTHEAST CORNER OF SAID LOT 12, SAME BEING THE NORTHWEST  
CORNER OF SAID LOT 13;

THENCE SOUTH 58 DEGREES 30 MINUTES 58 SECONDS EAST, ALONG THE COMMON LINE  
OF SAID LOTS 12 AND 13, 15.00 FEET TO A POINT;

THENCE NORTH 31 DEGREES 25 MINUTES 00 SECONDS EAST, THROUGH SAID LOT 13, 5.00  
FEET TO A POINT FOR THE **POINT OF BEGINNING** AND THE NORTHEAST CORNER HEREOF;

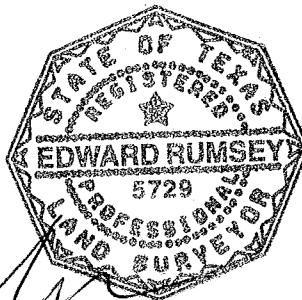
THENCE SOUTH 58 DEGREES 30 MINUTES 58 SECONDS EAST, CONTINUING THROUGH SAID  
LOT 13, 145.25 FEET TO A POINT FOR THE SOUTHEAST CORNER HEREOF;

THENCE SOUTH 31 DEGREES 02 MINUTES 27 SECONDS WEST, CONTINUING THROUGH  
SAID LOT 13, 4.95 FEET TO A POINT IN THE COMMON LOT LINE OF SAID LOTS 12 AND 13;

THENCE SOUTH 33 DEGREES 05 MINUTES 26 SECONDS EAST, THROUGH SAID LOT 12, 5.05  
FEET TO A POINT FOR THE SOUTHWEST CORNER HEREOF;

THENCE NORTH 58 DEGREES 30 MINUTES 58 SECONDS WEST, CONTINUING THROUGH SAID  
LOT 12, 145.13 FEET TO A POINT FOR THE NORTHWEST CORNER HEREOF;

THENCE NORTH 31 DEGREES 25 MINUTES 00 SECONDS EAST, CONTINUING THROUGH SAID  
LOTS 12 AND 13, 10.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 307 SQUARE  
FEET OF LAND.



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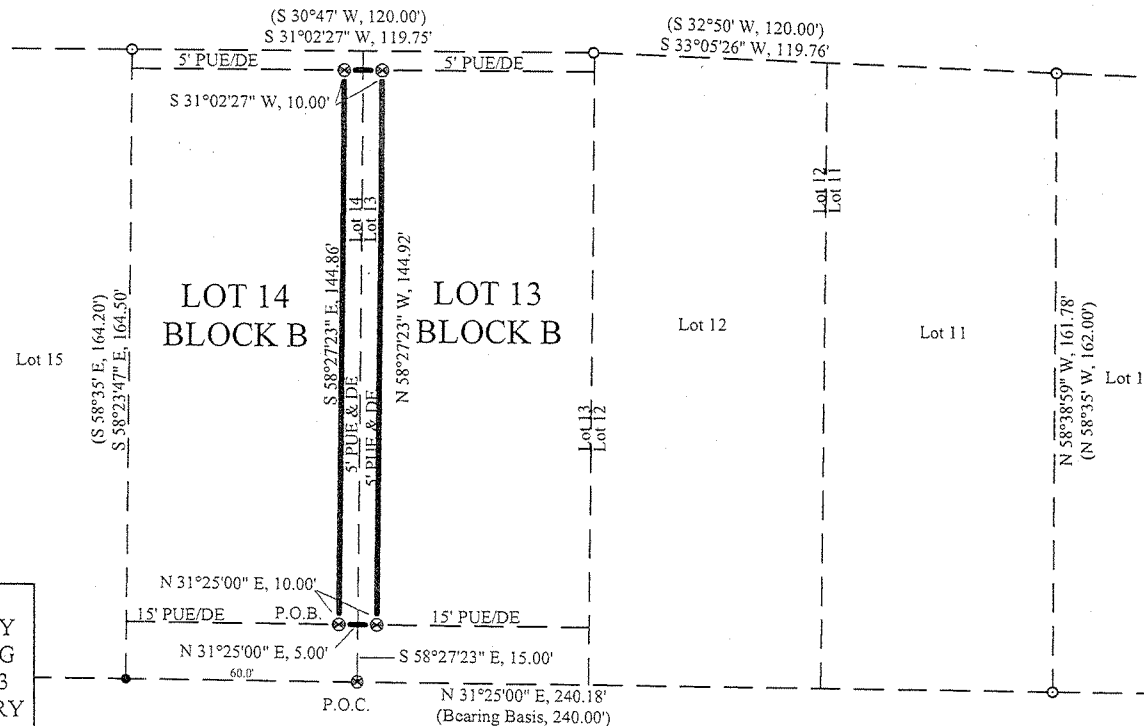
EDWARD C. RUMSEY, TX. RPLS #5729  
ALL STAR LAND SURVEYING  
9020 ANDERSON MILL ROAD  
AUSTIN, TEXAS 78729  
JOB # FNA0603709-2  
AUSTIN GRID # P-23  
TCAD # 203294

# PARTIAL VACATION OF PUBLIC UTILITY AND DRAINAGE EASEMENT

SCALE 1"=50'

## LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- ⊗ CALCULATED POINT
- PUE PUBLIC UTILITY ESMT
- DE DRAINAGE ESMT



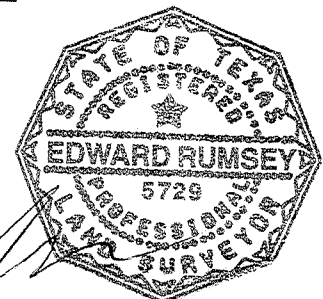
307 SQUARE FOOT PARTIAL VACATION OF 10' PUBLIC UTILITY AND DRAINAGE EASEMENT BEING ON THE COMMON LINE OF LOT 13 AND LOT 14, BLOCK B, KINGSBERRY PARK SECTION ONE, MANOR, TRAVIS COUNTY, TEXAS BOOK 37, PG. 9

SURVEY DATE JUNE 9, 2009  
JOB NO. A0603709-1

**ALLSTAR**  
Land surveying

9020 ANDERSON MILL RD  
AUSTIN, TEXAS 78729  
(512) 249-8149 PHONE  
(512) 331-5217 FAX  
WWW.ALLSTARLANDSURVEYING.COM

DAMITA JO DRIVE  
(50' R.O.W.)



EDWARD C. RUMSEY, TX RPLS # 5729  
ALL STAR LAND SURVEYING  
AUSTIN GRID P-23  
TCAD PROP. I.D.# 203294



EXHIBIT " A "

FIELD NOTES DESCRIBING  
307 SQUARE FEET OF LAND OUT OF A  
10' PUBLIC UTILITY/ DRAINAGE EASEMENT

BEING 307 SQUARE FEET OF LAND, OUT OF LOTS 13 AND 14, BLOCK B,  
KINGSBERRY PARK SECTION ONE, RECORDED IN BOOK 37, PAGE 9, PLAT RECORDS,  
TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THE 10 FOOT PUBLIC UTILITY  
AND DRAINAGE EASEMENT ALONG THE COMMON LOT LINE OF SAID LOTS 13 AND 14,  
SAID 307 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES  
AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF DAMITA JO  
DRIVE, AT THE NORTHEAST CORNER OF SAID LOT 13, SAME BEING THE NORTHWEST  
CORNER OF SAID LOT 14;

THENCE SOUTH 58 DEGREES 27 MINUTES 23 SECONDS EAST, ALONG THE COMMON LINE  
OF SAID LOTS 13 AND 14, 15.00 FEET TO A POINT;

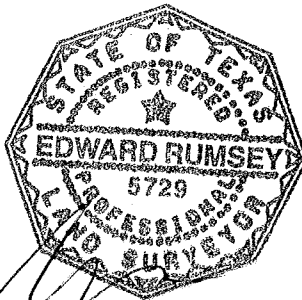
THENCE NORTH 31 DEGREES 25 MINUTES 00 SECONDS EAST, THROUGH SAID LOT 14, 5.00  
FEET TO A POINT FOR THE **POINT OF BEGINNING** AND THE NORTHEAST CORNER HEREOF;

THENCE SOUTH 58 DEGREES 27 MINUTES 23 SECONDS EAST, CONTINUING THROUGH SAID  
LOT 14, 144.86 FEET TO A POINT FOR THE SOUTHEAST CORNER HEREOF;

THENCE SOUTH 31 DEGREES 02 MINUTES 27 SECONDS WEST, CONTINUING THROUGH  
SAID LOT 14, 5.00 FEET PASSING THE COMMON LINE OF SAID LOTS 13 AND 14 AND  
CONTINUING THROUGH SAID LOT 13 A TOTAL DISTANCE OF 10.00 FEET TO A POINT, FOR  
THE SOUTHWEST CORNER HEREOF;

THENCE NORTH 58 DEGREES 27 MINUTES 23 SECONDS WEST, CONTINUING THROUGH SAID  
LOT 13, 144.92 FEET TO A POINT FOR THE NORTHWEST CORNER HEREOF;

THENCE NORTH 31 DEGREES 25 MINUTES 00 SECONDS EAST, CONTINUING THROUGH SAID  
LOTS 13 AND 14, 10.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 307 SQUARE  
FEET OF LAND.



---

EDWARD C. RUMSEY, TX. RPLS #5729  
ALL STAR LAND SURVEYING  
9020 ANDERSON MILL ROAD  
AUSTIN, TEXAS 78729  
JOB # FNA0603709-1  
AUSTIN GRID # P-23  
TCAD # 203294

**McDill Engineering**  
Engineering Consultants 10706 Indian Scout Austin, TX, 78736  
(512) 288-2392

Ms. Anna Bolin, P.E.  
TNR  
PO Box 1748  
Austin, TX, 78767

May 12, 2009

Re: Lots 11, 12, 13, & 14 of Kingsbery Park, Blk B, Section One

Ms. Bowlin:

The owner of this piece of property, Jose Enrique Mendez, has built homes, barns and a mobile home over the entire 4 lots and has no intention to ever sell the lots separately (see attached affidavit, attachment "A"). The owner has filed an affidavit restriction to that effect with the Travis County real property records. Attachment "B" is owner's proposed OSSF.

There was a blanket PUE established on the 1967 plat of "Kingsbery Park" utilizing rather unclear language as shown on the plat (enlarged copy of language attached as attachment "C"). To create a metes and bounds description of the easements would involve more than limited interpretation of the old language. Such as it is, these vacates are not property line re-locations or rearrangements, I don't believe they need to be certified by a registered surveyor. I would propose that the easements be vacated using the same language, just as it is written on the plat. As you can see the utility companies are doing the same thing.

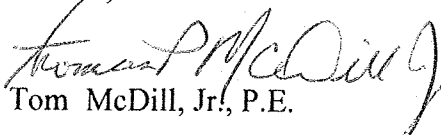
I would propose that the language read as follows:

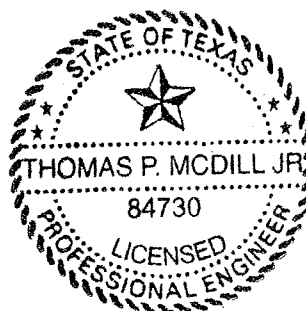
**"vacate the easements on the strips of land five (5) feet wide on the sidelines between lots 11 & 12, lots 12 & 13, and lots 13 & 14, of the Kingsbery Park Subdivision, Section One, Block B, to include easements for public utilities and drainage"**

The 15 foot drainage easement shown on the map portion of the plat is located on Block A only, but the other drainage easement language is unclear. From an engineering point of view I would certify that if there is an added drainage easement on all lot lines, it could be vacated along these lines and not affect drainage anywhere else.

The letters from the affected utility companies are attached, as is a check for \$315.

Thanks,

  
Tom McDill, Jr., P.E.



PARTIAL RELEASE OF EASEMENT

STATE OF TEXAS

COUNTY OF Travis

That for a good and valuable consideration, receipt of which is hereby acknowledged, Bluebonnet Electric Cooperative, Inc., has abandoned, released, and discharged, and by these presents does hereby abandon, release, and discharge those certain ten foot (10') easements located between Lots 11-12, 12-13, & 13-14, as shaded on drawing, (drawing attached and made a part hereof), of the herein described property granted as a Public Utility Easement, by Kingsberry, a subdivision as recorded in an instrument dated November 20, 1967, recorded in Volume 37, Page 9, Deed records of Travis County, Texas, insofar as it covers the following described property, to-wit:

**Section 1, Block B, Lots 11, 12, 13, & 14 , Kingsberry**, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Plat Book 37, Page 9, Plat Records of Travis County, Texas, to which reference is hereby made for all purposes.

But, it is expressly agreed and understood this is a specific release of the described easement parts and that the same shall in no wise release, affect, or impair the remaining parts of the easement and that the same shall in no wise release, affect or impair additional existing easements on said property.

EXECUTED on this the 4<sup>th</sup> day of May, 2009

BLUEBONNET ELECTRIC COOPERATIVE, INC.

BY: \_\_\_\_\_

Chad Chovanec

ITS: Easement Specialist

STATE OF TEXAS

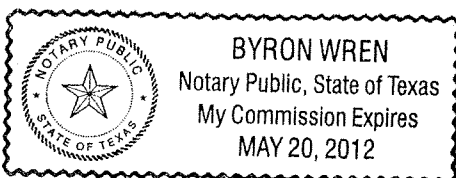
COUNTY OF LEE

This instrument was acknowledged before me on this the 4th day of May, 2009, by Chad Chovanec, Easement Specialist of Bluebonnet Electric Cooperative, Inc., a Texas corporation.

Byron Wren

Byron Wren

Notary Public – State of Texas



CODE: 0103

RECEIVED

APR 30 2009

TNR

**MANVILLE WATER SUPPLY CORPORATION**

P. O. Box 248  
Coupland, TX 78615

(512)856-2488 • (888) 856-2488  
(512) 856 -2029(fax) • (888) 856-2242(fax)

April 29, 2009

Mr. Joseph P. Gieselman, Executive Manager  
Travis County Transportation and Natural Resources  
411 West 13<sup>th</sup> Street  
Executive Office Building  
P.O. Box 1748  
Austin, Texas 78767

Re: Manville Water Supply Corporation  
Approval to Vacate Public Utility Easements  
Kingsbury Park Subdivision  
4 Lots at 8611 Damita Joe Drive  
Manor, Texas 78653

Dear Mr. Gieselman:

Manville Water Supply Corporation has no need for the retention of the referenced easements at 8611 Damita Joe Drive Manor, Texas.

Manville Water Supply Corporation approves the vacating of these referenced easements.

Yours very truly,



Tony Graf, General Manager

cc: Jose Enrique Mendez  
8611 Damita Jo Drive  
Manor, Texas 78653

TG/rp

STATE OF TEXAS  
COUNTY OF TRAVIS

RELEASE OF EASEMENT

WHEREAS, the plat of Kingsberry Subdivision, Section 1, Austin, Texas, a subdivision in the County of Travis, of record in Volume 37, Page 9, Plat Records of Travis County, Texas, and said record reflects a 5 foot PUE on the Northeast side property line of Lot 14 and the Southwest property line of Lot 11, and on the common side property lines of Lots 11, 12, 13 and 14, of said subdivision, of record in Document 2005193753, Property Records of Travis County, Texas, and as applicant requests the release of said easements on said property, said property located at 8611 Damita Jo Drive, AND:

WHEREAS, all utilities are in place within other dedicated easements, 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, on the above addressed property, in said subdivision.

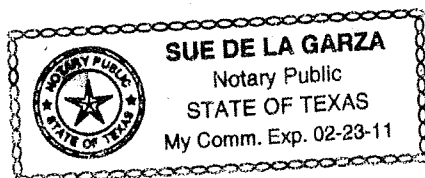
EXECUTED this 1<sup>st</sup> day of May, 2009

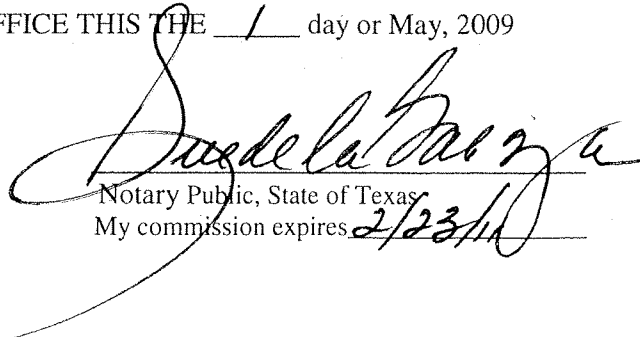
  
MGR.-ENG. DESIGN

SOUTHWESTERN BELL TELEPHONE, L.P., a Missouri corporation,

BEFORE ME, the undersigned authority, on this day personally appeared Ronda Arnold, Manager-Engineering Design, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration there expressed, as the act and deed of **SOUTHWESTERN BELL TELEPHONE COMPANY** and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 1 day or May, 2009



  
Notary Public, State of Texas  
My commission expires 2/23/11



Now anything's possible.

STATE OF TEXAS  
COUNTY OF TRAVIS

RELEASE OF EASEMENT

WHEREAS, the plat of Lots 11, 12, 13 and 14, Section 1, Kingsbery Park, Manor, Texas, a subdivision in the County of Travis, of record in Volume 37, Page 9, of the Plat Records of Travis County, Texas, and said plat record reflects a five foot public utility and drainage easement along either side of the common lot lines of said subdivision for the installation of public utilities and drainage; AND

WHEREAS, all utilities are in place within other dedicated easements on said lot and the public utility and drainage easement is released to said lot;

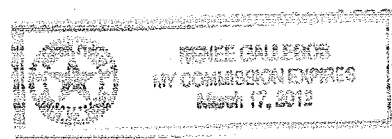
now, THEREFORE, in consideration of the premises and in order to adjust the record of proposed improvements upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as shown on the plat of said subdivision.

*Laurie Schumpert*  
Laurie Schumpert, Esq.  
Time Warner Cable

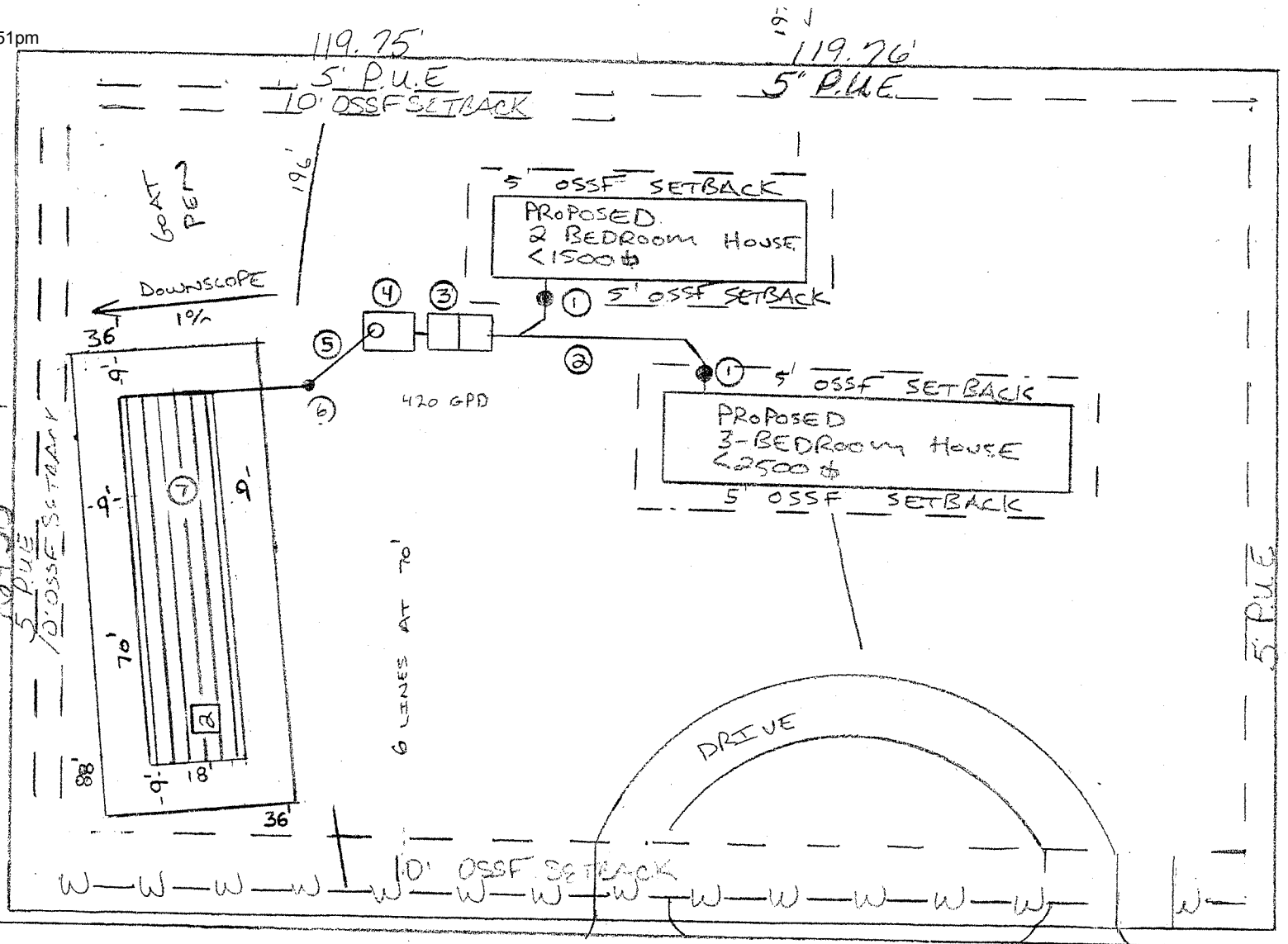
before me, the undersigned authority, on this day personally appeared Laurie Schumpert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed, as the act and deed for Time Warner Cable, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29th day of April, 2009.

*Ken Salazar*  
Ken Salazar, Governor  
State of Texas



- 1 PROFILE #1
- 2 PROFILE #2
- W WATERLINE
- 1 TWO WAY CLEAN-OUT
- 2 3"-4" SCH 40 PIPE
- 3 1250 GALLON 2/C TANK
- 4 500 GALLON 1/C PUMP TANK
- 5 2" SCH 40 PIPE
- 6 PLASTIC BALL VALVE
- 7 1" SCH 40 PIPE



8611 DAMITA TO DRIVE

TANK TO BE SET A MINIMUM 5' FROM HOUSE  
AND 15' FROM PROPERTY LINES.

DRAINFIELD TO BE A MINIMUM 15' FROM PROPERTY LINES  
AND 5' FROM HOUSE

SEPTIC SYSTEM TO BE A MINIMUM 10' FROM WATER LINES.

9-11-0



Lots 11-14

@

6611  
DAMITA  
3 1/2

Kingsberry Subdivision  
Section 1, Block B

11 12 13 14  
(6611)

DELORIO ST

560

565

565

LIVEOAK LA

0935

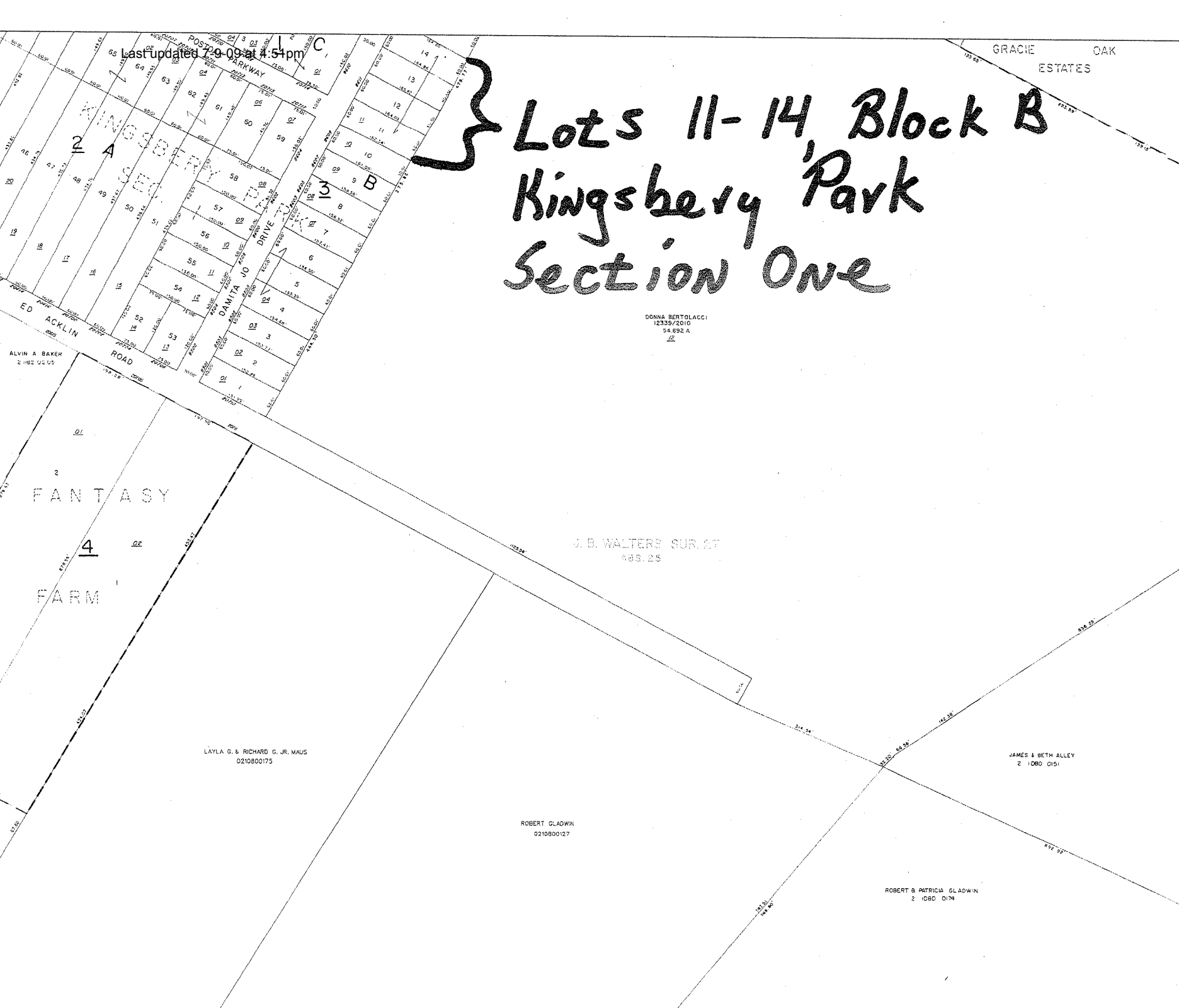
POSTOAK PKWY

570

DAMITA JO DR

575





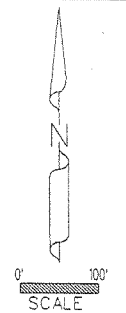
Last updated 7-9-09 at 4:54pm

} Lots 11-14, Block B  
Kingsberry Park  
Section One

REVISIONS  
07/06/2001 HRG

SUBDIVISION  
AUSTIN COMMUNITY COLLEGE  
MANOR ISD  
TCESD NO. 12  
TRAVIS COUNTY

TRAVIS CENTRAL APPRAISAL DISTRICT  
P.O. Box 149012  
Austin, Tx 78714  
Internet Address [WWW.TRAVISCAD.ORG](http://WWW.TRAVISCAD.ORG)  
Main Telephone Number (512)834-9317 Appraisal Information (512)834-9138  
Fax Number (512)835-5371 TDD (512)836-3328



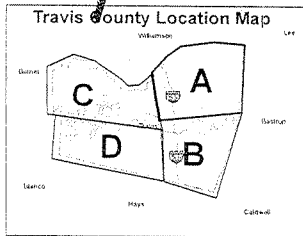
MAP NO.

2 1185		
2 1382	2 1385	2 1387
2 1182	2 1185	2 1187
0 0000	0 0000	2 0987

1" = 400' MAP  
REFERENCE

# Kingsberry Park, Section One, Lots 11-14, Block B

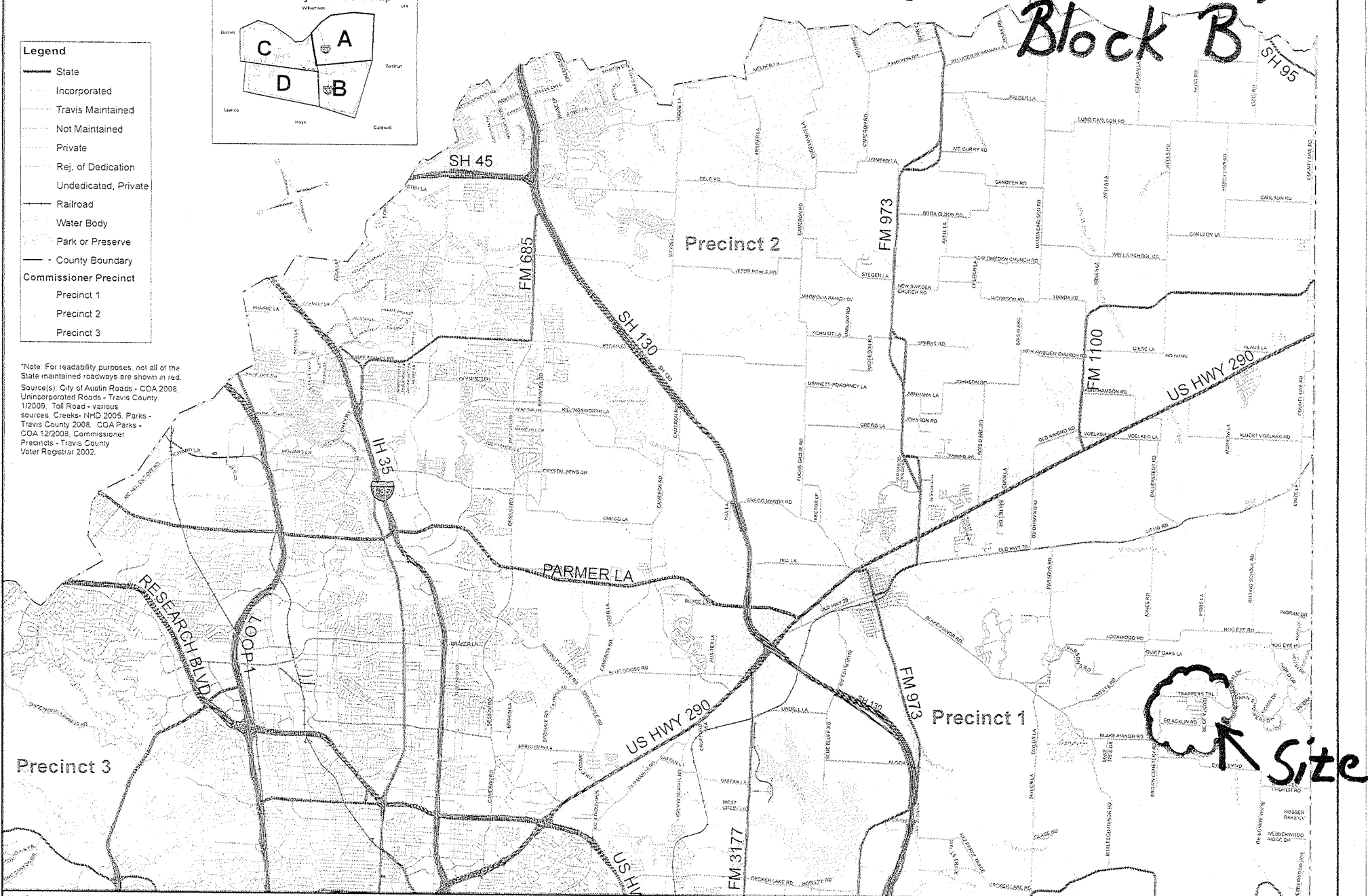
Last updated 7:50:00 at 4:50 pm



## Legend

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

\*Note: For readability purposes, not all of the State maintained roadways are shown in red. Source(s): City of Austin Roads - COA 2008, Unincorporated Roads - Travis County 1/2009, Toll Road - various sources, Greens - NHD 2005, Parks - Travis County 2008, COA Parks - COA 12/2008, Commissioner Precincts - Travis County Voter Registrar 2002.



Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-8583.

## Travis County Roadways, Map A

0 1  
Miles

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

Size

# C3

Travis County Commissioners Court Agenda Request

Voting Session 7/14  
8/18/09  
(Date)

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

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

B. Requested Text:

**Approve setting the public hearing for August 18, 2009 to receive comments on:**

**A. Revised Plat of a portion of Panoramic Hills Lot 37, in Precinct Three (One lot into four residential lots – 11.807 Acres – Deer Canyon Road - No Fiscal required – Sewage service to be provided by OSSF –City of Jonestown ETJ).**

C. 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:

Sarah C. Sumner: 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 25 PM 2:07

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

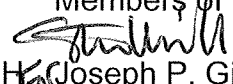
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411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383

### MEMORANDUM

June 24, 2009

TO: Members of the Commissioners Court

THROUGH  Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services

SUBJECT: Revised Plat of a portion of Panoramic Hills Lot 37, Precinct Three

#### **PROPOSED MOTION:**

**Consider and take appropriate action on a plat for recording in Precinct Three:  
Revised Plat of a portion of Panoramic Hills Lot 37(One lot into four residential  
lots – 11.807 Acres – Deer Canyon Road - No Fiscal required – Sewage service to  
be provided by OSSF –City of Jonestown ETJ).**

#### **SUMMARY AND STAFF RECOMMENDATION:**

This revised plat will change 1 lot into 4 total single family lots. Parkland fees paid to Jonestown, no fiscal is required.

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

#### **ISSUES:**

Staff has met with the adjacent property owner who is supportive of this project and interested in resubdividing their property as well.

#### **BUDGETARY AND FISCAL IMPACT:**

None.

#### **REQUIRED AUTHORIZATIONS:**

None.

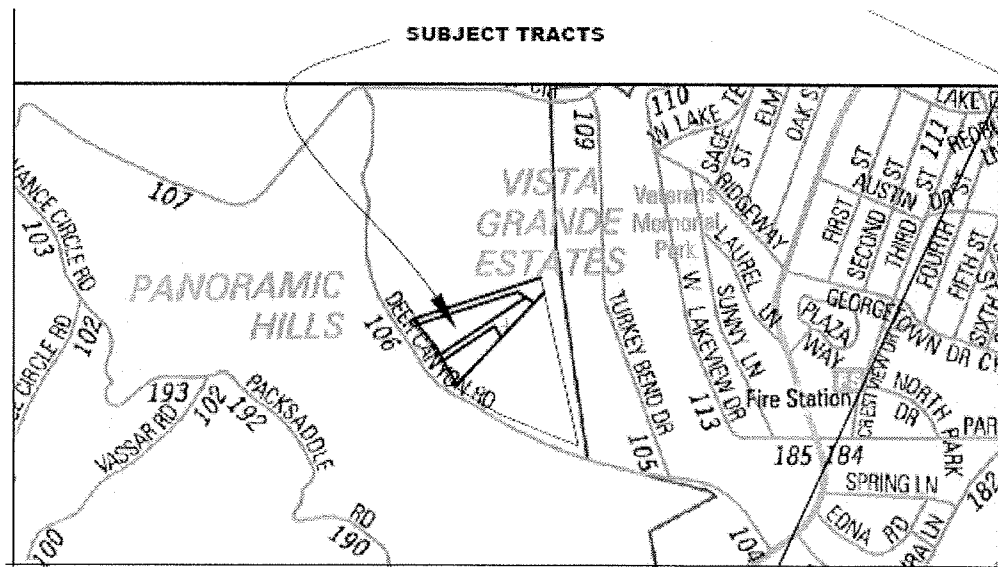
#### **EXHIBITS:**

Location map  
Final Plat  
Precinct Map

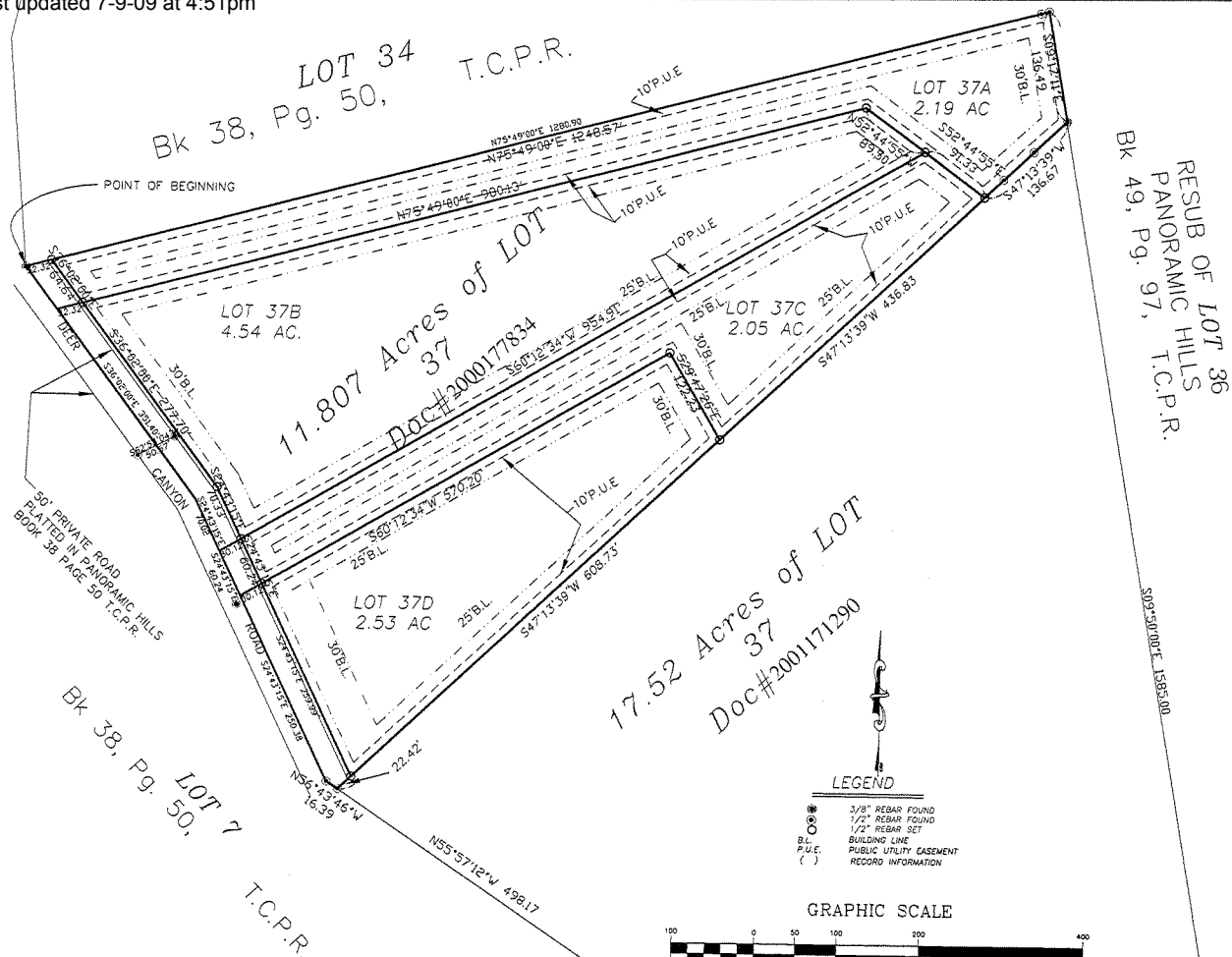
SCS 0607

# Revised Plat of a portion of Panoramic Hills Lot 37

## Location Map



Last updated 7-9-09 at 4:51pm

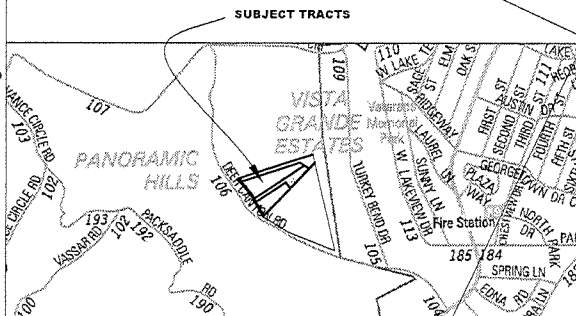


#### SURVEYOR'S CERTIFICATE

I, CHARLES P. MALONE, R.P.L.S. NO. 5324, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND IN JUNE, 2003, UNDER MY SUPERVISION.

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C-0280-E, TRAVIS COUNTY TEXAS, DATED 6/16/1993, COMMUNITY #481026.

CHARLES P. MALONE, R.P.L.S. NO. 5324  
801 LEXINGTON  
TAYLOR, TX 76754  
505-352-7050



Vicinity map  
N.T.S.

State of Texas:  
County of Travis:  
Known all men by these presents:  
That We, Samir Ray and spouse, Prameela Ray, owners of 11.807 acre tract of land being a portion of Lot 37 in Panoramic Hills, a subdivision recorded in Volume 38, Page 50 of the Plat Records of Travis County, by virtue of General Warranty Deed dated October 31, 2000 and recorded in the official public records of Travis County, Texas, under Document #2000177834, do hereby resubdivide said 11.807 acre tract of land in accordance with the map or plat shown hereon, pursuant to Chapters 212 and 232.009 of the Texas local government code, to be known as

#### PANORAMIC HILLS RESUBDIVISION OF LOT 37

Subject to any easements or restrictions heretofore granted and not vacated or released, and do hereby dedicate to the public the use of the streets and easements as shown hereon.

Witness our hands this \_\_\_\_ day of \_\_\_\_\_, 2005.

Samir Ray  
2704 Amen Corner Road  
Pflugerville TX 78660

Prameela Ray  
2704 Amen Corner Road  
Pflugerville TX 78660

State of Texas:  
County of Travis:  
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2005 A.D. by Samir Ray and spouse, Prameela Ray for the purposes and considerations stated herein.

Signature of Notary \_\_\_\_\_ Printed Name of Notary \_\_\_\_\_

This subdivision is subject to all general notes and restrictions appearing on the plat of Panoramic Hills Subdivision, Lot 37, recorded in Volume 38, Page 50, plat records of Travis County, Texas.

This plat has been submitted to and considered by the Planning and Zoning Commission of the City of Jonestown, Texas, and is hereby recommended for approval by the City Council.

Planning and Zoning Commission:

BY: \_\_\_\_\_ Dated this \_\_\_\_ day of \_\_\_\_\_, 2005

Tom Buckle, Chairman  
Planning and Zoning Commission,  
City of Jonestown

Jonestown City Council Approval:

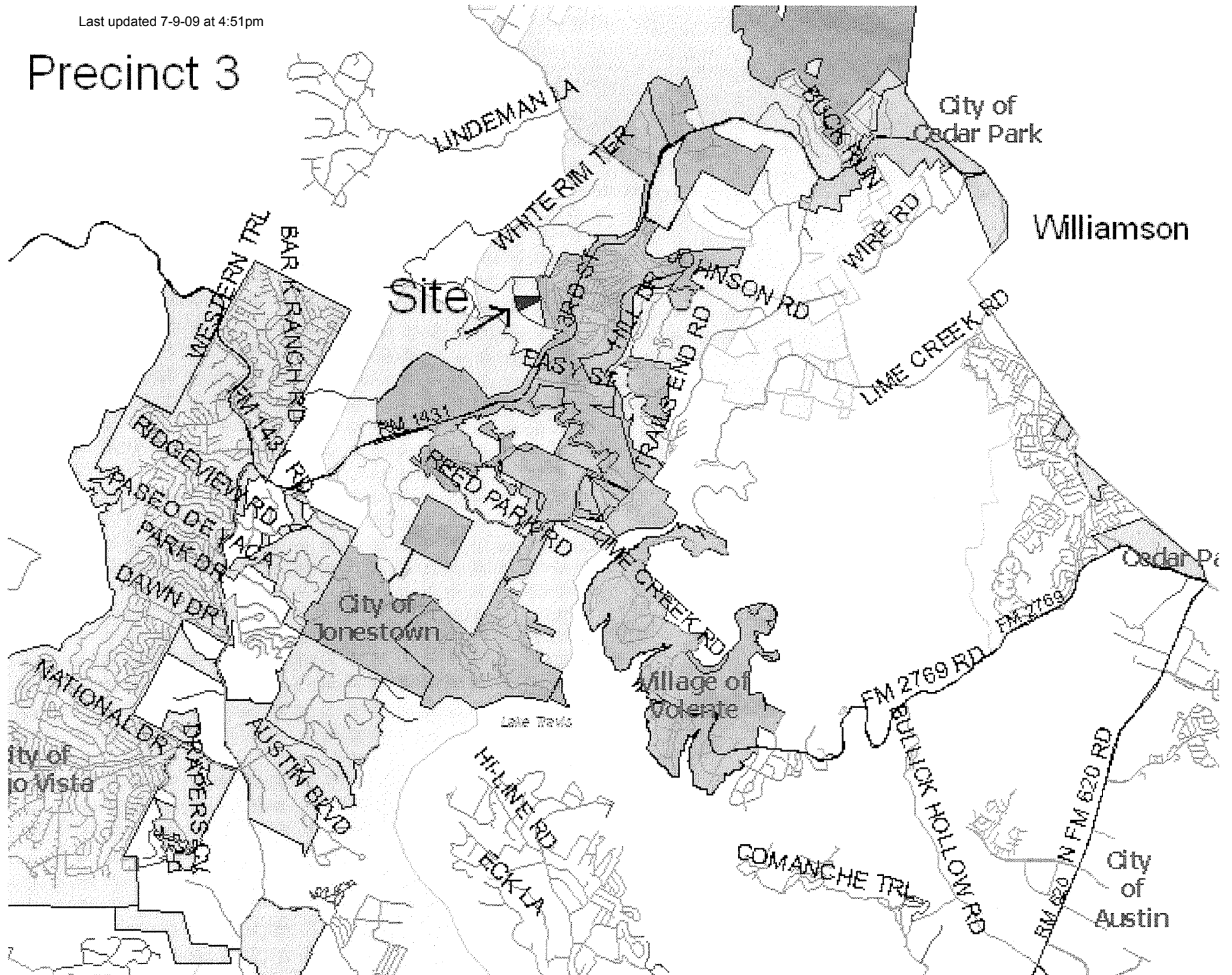
AS OF THE DATE BELOW, THIS RESUBDIVISION IS WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF JONESTOWN.

BY: \_\_\_\_\_ Dated this \_\_\_\_ day of \_\_\_\_\_, 2005

David Deeds, Mayor  
City of Jonestown

#### PANORAMIC HILLS RESUBDIVISION OF LOT 37

# Precinct 3





C4

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, July 14, 2009  
(Date)

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

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the**

**Voting Session of June 23, 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 23, 2009

### TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 23<sup>rd</sup> day of June 2009, the Commissioners' Court convened the Voting Session at 9:10 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 12:07 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:37 PM and adjourned at 1:41 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:38 PM and adjourned at 1:41 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:41 PM and adjourned at 1:46 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:46 PM and adjourned at 1:47 PM.

The Commissioners Court, meeting as the Travis County Development Authority; the Capital Health Facilities Development Corporation; the Capital Industrial Development Corporation; and the Travis County Cultural Education Facilities Finance Corporation, convened at 1:47 PM and adjourned at 1:48 PM.

The Commissioners Court reconvened the Voting Session at 1:48 PM.

The Commissioners Court retired to Executive Session at 2:56 PM.

The Commissioners Court reconvened the Voting Session at 4:08 PM.

The Commissioners Court adjourned the Voting Session at 4:10 PM.

## PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING A REQUEST TO TEMPORARILY CLOSE FUCHS GROVE ROAD IN PRECINCT ONE FOR BRIDGE IMPROVEMENTS BEGINNING JULY 8, 2009 AND CONTINUING THROUGH OCTOBER 9, 2009 OR UNTIL CONSTRUCTION IS COMPLETED. (COMMISSIONER DAVIS) (ACTION ITEM #22) (9:11 AM)

**Clerk's Note:** This Item is a public hearing to receive comments. Please refer to Agenda Item 22 for a summary of the action item.

**Motion by Commissioner Davis and seconded by Commissioner Gómez** to open the public hearing.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Members of the Court heard from:** Steve Manilla, Director, Public Works, Transportation and Natural Resources (TNR).

**Motion by Commissioner Davis and seconded by Commissioner Gómez** to close the public hearing.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court thanked Staff for posting the signs informing residents of the public hearing in a timely manner.

## CITIZENS COMMUNICATION

**Members of the Court heard from:** Gus Peña, Travis County Resident; Maurice Priest, Travis County Resident; Ronnie Gjemre, Travis County Resident; and Larry Tucker, Commissioners Court Appointee, City of Austin Animal Advisory Commission. (9:13 AM)

## CONSENT ITEMS

**Motion by Commissioner Gómez and seconded by Judge Biscoe to approve the following Consent Items:** C1-C2 and Items 4, 5.A&B, 11, 12, 13, 16, 17, 18, 19, 20, 22, 25, 26, 30, 31, and 33. (9:28 AM)

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.

C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF JUNE 9, 2009.

## SPECIAL ITEMS

2. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:30 AM)

**Members of the Court heard from:** Hershel Lee, Fire Marshal; and Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we follow Staff's recommendation and impose and adopt an outdoor burn ban, that we authorize the County Judge to sign on behalf of the Commissioner Court.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court heard that the Texas Pyrotechnic Association has recommended the voluntary removal of fireworks that would be considered restricted, skyrockets with sticks and missiles with fins, from sale in Travis County. The Commissioners Court requested that the Fire Marshal send a letter of thanks to Chester Davis, President, Texas Pyrotechnic Association.

## HEALTH AND HUMAN SERVICES DEPT. ITEMS

3. CONSIDER AND TAKE APPROPRIATE ACTION ON THE DRAFT FOR PUBLIC COMMENT ON THE PROGRAM YEAR 2009 ACTION PLAN RELATED TO THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AVAILABLE THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. (9:39 AM)

**Members of the Court heard from:** Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS).

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve Item 3.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## PLANNING AND BUDGET DEPT. ITEMS

4. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:28 AM)

**Clerk's Note:** Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:  
(9:28 AM)

- A. NEW GRANT APPLICATION TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR HEALTH AND HUMAN SERVICES AND VETERANS SERVICES DEPARTMENT TO RECEIVE AMERICAN RECOVERY AND REINVESTMENT ACT WEATHERIZATION ASSISTANCE PROGRAM FUNDS TO ADDRESS WEATHERIZATION AND ENERGY EFFICIENCY NEEDS FOR LOW INCOME HOUSEHOLDS; AND
- B. **REVISED LANGUAGE:** NEW GRANT APPLICATION TO THE NATIONAL ENERGY TECHNOLOGY LABORATORY AMERICAN RECOVERY AND REINVESTMENT ACT, **ENERGY** EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM FOR RETROFIT OF TRAVIS COUNTY EXECUTIVE OFFICE BUILDING HVAC SYSTEMS.

**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.

6. RECEIVE BRIEFING, DISCUSS AND GIVE STAFF DIRECTION REGARDING THE PROCESS AND SCHEDULE FOR DEVELOPING THE ADVERTISEMENT FOR THE PUBLIC HEARING TO SET ELECTED OFFICIALS' SALARIES FOR FISCAL YEAR 2010. (9:41 AM)

**Members of the Court heard from:** Belinda Powell, Capital Planning Coordinator, Planning and Budget Office (PBO).

**Motion by Judge Biscoe and seconded by Commissioner Eckhardt** that we authorize the County Judge to send the appropriate letter to the Elected Officials indicating that the Commissioners Court will not propose pay increases because of lack of resources; and therefore we are not having a public hearing this year.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

7. CONSIDER AND TAKE APPROPRIATE ACTION ON COMMISSIONERS COURT PROGRAM PLANNING GUIDE AND AUTHORIZE STAFF TO RELEASE THE DOCUMENT TO BROADDUS AND ASSOCIATES FOR USE DURING PHASE 1 OF THE TRAVIS COUNTY CENTRAL CAMPUS NEEDS ANALYSIS AND MASTER PLAN. (2:13 PM)

**Members of the Court heard from:** Belinda Powell, Capital Planning Coordinator, PBO.

**Motion by Judge Biscoe and seconded by Commissioner Eckhardt** that we authorize delivery of this document to our consultant.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

8. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT FIVE TO THE CURRENT DEPOSITORY BANK CONTRACT BETWEEN JPMORGAN CHASE AND TRAVIS COUNTY. (9:45 AM)

**Members of the Court heard from:** Rodney Rhoades, Executive Manager, PBO; and Mary Mayes, Investment Manager, Cash/Investment Management.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve Item 8.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



9. CONSIDER AND TAKE APPROPRIATE ACTION ON FISCAL YEAR 2010 BUDGET RELATED ITEMS: (9:48 AM)
  - A. FISCAL YEAR 2010 BUDGET PARAMETERS;
  - B. DEPARTMENTAL BUDGET HEARINGS AND MARKUP SCHEDULES; AND
  - C. POSSIBLE VOLUNTARY HIRING FREEZE.

**Clerk's Note:** Items 9.A-C are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Rodney Rhoades, Executive Manager, PBO; Leroy Nellis, Budget Manager, PBO; and Susan Spataro, Travis County Auditor.

**Motion by Judge Biscoe and seconded by Commissioner Davis** to approve Item 9.C, which is for us to ask Elected and Appointed Officials to impose a hiring freeze of non-essential positions immediately. Non-essential means, basically, you can do without the position, and still meet your mandatory and discretionary duties and responsibilities in Travis County.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 9.A was discussion only. No formal action taken.

Item 9.B to be reposted on June 30, 2009.

**Clerk's Note:** The Court will send out a press release regarding the hiring freeze of non-essential positions.

10. CONSIDER AND TAKE APPROPRIATE ACTION ON IMPROVING THE GRANTS PROCESS AND COORDINATION INCLUDING REPORTING FOR FUTURE YEARS. (2:16 PM)

**Members of the Court heard from:** Rodney Rhoades, Executive Manager, PBO; Travis Gatlin, Budget Analyst, PBO; Alicia Perez, Executive Manager, Administrative Operations; and Susan Spataro, Travis County Auditor.

**Clerk's Note:** The Court authorized Staff to create a working group to review grant application processes and possible policy changes, to include:

- Auditor's Office
- Planning and Budget Office
- Purchasing
- Administrative Operations
- County Attorney's Office
- Intergovernmental Relations Office
- Human Resources Management Department; and
- High grant users such as - Criminal Justice Planning, Travis County Sheriff's Office, Health and Human Services

Discussion only. No formal action taken.

11. CONSIDER AND TAKE APPROPRIATE ACTION TO AUTHORIZE THE COUNTY JUDGE TO SIGN THE APPLICATION FOR PREFERRED PRICING WITH MOODY'S RATING AGENCY. (9:28 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.

### ADMINISTRATIVE OPERATIONS ITEMS

12. 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 \$588,414.70 FOR THE PERIOD OF JUNE 5 TO JUNE 11, 2009. (9:28 AM)

**Clerk's Note:** Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:28 AM)

**Clerk's Note:** Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**PLEASE NOTE: ITEM 14 WILL BE POSTPONED UNTIL JUNE 30, 2009**

14. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING POSSIBLE USES OF COUNTY-OWNED PROPERTY LOCATED AT 5335 AIRPORT BOULEVARD: (9:10 AM)

- A. REQUEST FROM MANOS DE CRISTO TO USE THE BUILDING FOR THEIR ANNUAL BACK-TO-SCHOOL PROGRAM AND A REQUEST TO WAIVE ALL FEES FOR USE OF FACILITY FROM JULY 27, 2009 THROUGH AUGUST 21, 2009;
- B. REQUEST FROM HEALTH AND HUMAN SERVICES AND VETERANS SERVICE DEPARTMENT FOR ANTICIPATED WEATHERIZATION PROGRAM;
- C. REQUEST FROM TRAVIS COUNTY DISTRICT JUDGES TO USE AS A JURY IMPANELING FACILITY; AND
- D. OTHER REQUESTS INFORMALLY REQUESTED BUT NOT DISCUSSED.

Items 14.A-D postponed until June 30, 2009.

15. CONSIDER AND TAKE APPROPRIATE ACTION ON THE INFORMATION AND TELECOMMUNICATIONS SYSTEM CAREER LADDER ANALYSIS AND RECOMMENDATIONS COMPLETED BY EVERGREEN SOLUTIONS, LLC. (11:21 AM)

**Members of the Court heard from:** Linda Moore Smith, Director, Human Resources Management Department (HRMD); Alicia Perez, Executive Manager, Administrative Operations; Brian Wolfe, Consultant, Evergreen Solutions; Travis Gatlin, Budget Analyst, PBO; Judy Pittsford, Information Technology Director, Information and Telecommunications Systems (ITS); and Joe Harlow, Chief Technology Officer, ITS.

Discussion only. No formal action taken.

Item 15 to be reposted on June 30, 2009.

## JUSTICE AND PUBLIC SAFETY ITEMS

16. CONSIDER AND TAKE APPROPRIATE ACTION ON GRANT ADJUSTMENT NOTIFICATION FOR THE 2006 LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM GRANT. (9:28 AM)

**Clerk's Note:** Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

## PURCHASING OFFICE ITEMS

17. APPROVE ORDER EXEMPTING THE PURCHASE OF MECHANICAL ELECTRICAL AND PLUMBING ENGINEERING SERVICES FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A)(4) OF THE COUNTY PURCHASING ACT FOR THE EXECUTIVE OFFICE BUILDING HVAC SYSTEMS UPGRADE. (9:28 AM)

**Clerk's Note:** Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS090196ML, COACHCENTRIC, LLC FOR MEDIATION SERVICES. (9:28 AM)

**Clerk's Note:** Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. APPROVE CONTRACT AWARD FOR CONCRETE AND GROUT MIX, IFB NO. B090235RG, TO THE QUALIFIED LOW BIDDER, CENTEX MATERIALS LLC. (9:28 AM)

**Clerk's Note:** Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. APPROVE MODIFICATION NO. 7 TO CONTRACT NO. 08T00073RG, A-TEX PEST MANAGEMENT, FOR PEST CONTROL SERVICES. (9:28 AM)

**Clerk's Note:** Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. CONSIDER AND TAKE APPROPRIATE ACTION TO ISSUE A REQUEST FOR PROPOSAL FOR AN ENTERPRISE RESOURCE PLANNING/FINANCIAL MANAGEMENT SYSTEM. (10:14 AM)

**Members of the Court heard from:** Barbara Wilson, Assistant County Attorney; Dean Harvey, Partner, Vinson & Elkins LLP; Susan Spataro, Travis County Auditor; Mike Wichern, Chief Assistant County Auditor, Travis County Auditor's Office; and John Hille, Assistant County Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Davis** to approve Item 21.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

22. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO TEMPORARILY CLOSE FUCHS GROVE ROAD IN PRECINCT ONE FOR BRIDGE IMPROVEMENTS BEGINNING JULY 8, 2009 AND CONTINUING THROUGH OCTOBER 9, 2009 OR UNTIL CONSTRUCTION IS COMPLETED. (COMMISSIONER DAVIS) (9:28 AM)

**Clerk's Note:** Item 22 is the action item for the public hearing on Agenda Item 1.

**Clerk's Note:** Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. CONSIDER AND TAKE APPROPRIATE ACTION ON AN INTERLOCAL AGREEMENT WITH THE LOWER COLORADO RIVER AUTHORITY CONCERNING PRE-CONSTRUCTION ENGINEERING AND DESIGN FOR THE TIMBER CREEK 2005 BOND PROJECT. (COMMISSIONER GÓMEZ) (2:09 PM)

**Members of the Court heard from:** Steve Manilla, Director, Public Works, TNR; and Stacey Scheffel, Flood Plain Manager, TNR.

**Motion by Commissioner Gómez and seconded by Judge Biscoe to approve Item 23.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

24. CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION TO SUPPORT CROSS COUNTRY WATER SUPPLY CORPORATION'S FINANCING FOR A WATER PIPELINE FACILITY. (COMMISSIONER DAVIS) (11:07 AM)

**Members of the Court heard from:** Anna Bowlin, Division Director, Engineering Services, TNR; Christopher Gilmore, Assistant County Attorney; Patrick Reilly, President, Cross Country Water Supply Corporation (CCWSC); and Ridge Kaiser, Project Manager, CCWSC.

**Motion by Commissioner Davis and seconded by Judge Biscoe to approve Item 24.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

25. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF AUSTIN TO INCLUDE THE CITY'S WATER LINE RELOCATIONS IN THE IMPERIAL DRIVE DRAINAGE IMPROVEMENTS PROJECT. (COMMISSIONER DAVIS) (9:28 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.

**Clerk's Note:** The Court noted that the City of Austin is to place \$127,298.00 in escrow before the start of construction.

### **OTHER ITEMS**

26. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:28 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 TO APPOINT CHAIRPERSON AND COMPLETE COUNT COMMITTEE TO HEAD THE TRAVIS COUNTY 2010 CENSUS INITIATIVE. (JUDGE BISCOE) (2:49 PM)

**Clerk's Note:** The Court discussed recommending the following persons or representatives from the following organizations to the Complete Count Committee:

- David Shore, Chairman, Geographic Information Systems (GIS) Coordinator, TNR
- Olie Pope, Director, Veterans' Services, TCHHS, or his designee
- Deece Eckstein, Intergovernmental Relations Officer
- Retired Senior Volunteers Program (RSVP)
- Austin Travis County Mental Health Mental Retardation (AT-MHMR)
- Directors of all the Community Centers Advisory Committees
- Religious organizations involving various groups; including Austin Interfaith, Black Ministers Association, etc.
- Education, involving the Superintendent, principals and teachers
- Workers Defense Project; and
- Ask Community Action Network (CAN) to discuss it as an agenda item for outreach and education.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve this strategy, and give these names to the Census people.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The County Judge noted that if any members of the Court have any further ideas to pass them on through his office.



28. CONSIDER AND TAKE APPROPRIATE ACTION ON ASSUMPTIONS FOR TRAVIS COUNTY REGARDING THE FOLLOWING: (1:49 PM)

A. PROPERTY TAX RATE CONSIDERATIONS; AND

B. 2009 PARCEL RATE FEES.

**Clerk's Note:** Items 28.A&B are associated with one another and were called for concurrent discussion.

**Clerk's Note:** The Court discussed the following Staff recommendations:

- Anticipated collection rate of 100%
- Optional homestead exemptions that we use annually
- \$65,000.00 for the disabled and over 65
- at \$5,000 or 20%, whichever is greater, for all homesteads
- approve the historical exemptions of 100% of the structure and 50% on the land for residences or nonprofit agencies
- half that for all other historical properties, and
- no debt buy down

**Members of the Court heard from:** Renea Decker, Associate Deputy, Tax Assessor Collector's Office; Tien Dao, Business Analyst I, Tax Assessor Collector's Office; and Rodney Rhoades, Executive Manager, PBO.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve Item 28.A

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we adopt a \$1.03 parcel rate fee.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

29. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPERTY TAX RATE CONSIDERATIONS FOR THE TRAVIS COUNTY HEALTHCARE DISTRICT. (1:54 PM)

**Clerk's Note:** The Court discussed the following Staff recommendations:

- Anticipated collection rate of 100%
- Optional homestead exemptions that we use annually
- \$65,000.00 for the disabled and over 65
- at \$5,000 or 20%, whichever is greater, for all homesteads
- approve the historical exemptions of 100% of the structure and 50% on the land for residences or nonprofit agencies
- half that for all other historical properties, and
- no debt buy down

**Members of the Court heard from:** Tien Dao, Business Analyst I, Tax Assessor Collector's Office.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve Item 29.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

30. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ACCEPT AN ALARM MONITORING SOFTWARE SYSTEM DONATED BY AMERICAN BUSINESS MONITORING SYSTEMS, LLC. TO BE USED AT THE TRAVIS COUNTY SHERIFF'S OFFICE ARMORY. (9:28 AM)

**Clerk's Note:** Item 30 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

31. RECEIVE REVENUE AND EXPENDITURE REPORTS FOR THE MONTH OF MAY 2009. (9:28 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.

32. CONSIDER AND TAKE APPROPRIATE ACTION ON FINAL STATUS OF TRAVIS COUNTY LEGISLATIVE PRIORITIES FOR THE 81<sup>ST</sup> TEXAS LEGISLATURE, REGULAR SESSION. (1:56 PM)

**Members of the Court heard from:** Deece Eckstein, Intergovernmental Relations Office.

Discussion only. No formal action taken.

33. CONSIDER AND TAKE APPROPRIATE ACTION CONFIRMING NON-RENEWAL OF CONTRACT NUMBERS PS080199ML AND PS090149ML FOR EXTERNAL AUDIT SERVICES FOR 2009 FISCAL YEAR FOR TRAVIS COUNTY, JUVENILE PROBATION AND COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT. (9:28 AM)

**Clerk's Note:** Item 33 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

34. 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. (1:55 PM)

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve Item 34.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

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.

35. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PROPOSAL FOR DOWNTOWN OFFICE BUILDING BY D2000, A TURN KEY DEVELOPMENT COMPANY. <sup>1 AND 2</sup> (9:11 AM)

**Clerk's Note:** Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 35 postponed until June 30, 2009.

36. RECEIVE BRIEFING FROM RETAINED OUTSIDE COUNSEL AND TAKE APPROPRIATE ACTION REGARDING CAUSE NO. D-1-GN-09-0005000; J. ADAN BALLESTEROS VS. TRAVIS COUNTY, TEXAS AND BOB VANN; IN THE 250<sup>TH</sup> DISTRICT COURT OF TRAVIS COUNTY, TEXAS. <sup>1</sup> (2:56 PM) (4:08 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.

**Motion by** Judge Biscoe that we reject the offer to settle that has been made to us and that we counter to settle by paying the amount of \$18,000.00, and authorizing our attorney, if necessary, to make an offer of judgment in this amount.

**Clerk's Note:** Motion died for lack of a second.

37. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN TRAVIS COUNTY, ET AL V. JOAQUIN FOX (DONALD R. RISINGER RESALE DEED). <sup>1</sup> (2:56 PM) (4:09 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.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we authorize the County Judge to sign the proposed tax resale deed to Donald R. Risinger, who has paid Travis County the sum of \$4,000.00 in cash.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

38. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CONTRACT AWARD FOR BROKERAGE SERVICES FOR THE TRAVIS COUNTY CENTRAL CAMPUS WITH UGL EQUIS CORPORATION, FIRM SELECTED FOR CONTRACT NEGOTIATION. <sup>1 AND 2</sup> (2:56 PM) (4:09 PM)

**Clerk's Note:** Judge Biscoe announced that Item 38 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

No action required on Item 38.

Item 38 to be reposted on June 30, 2009.

## ADJOURNMENT

**Motion by Commissioner Davis and seconded by Commissioner Gómez to adjourn the Voting Session. (4:10 PM)**

**Motion carried:** County Judge Samuel T. Biscoe                      yes  
                         Precinct 1, Commissioner Ron Davis                      yes  
                         Precinct 2, Commissioner Sarah Eckhardt                      yes  
                         Precinct 3, Commissioner Karen Huber                      yes  
                         Precinct 4, Commissioner Margaret J. Gómez                      yes

## MINUTES APPROVED BY THE COMMISSIONERS' COURT

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**Date of Approval**

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**Samuel T. Biscoe, Travis County Judge**

**BOARD OF DIRECTORS**  
**NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3**

Voting Session Tuesday, July 14, 2009  
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Northwest Travis County  
Road District No. 3 Minutes for the:**

**Voting Session of June 23, 2009**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

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

**AGENDA REQUEST DEADLINE:** This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

## MINUTES OF MEETING – JUNE 23, 2009

### NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 23<sup>rd</sup> day of June 2009, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:36 PM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 1:41 PM.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPERTY TAX RATE CONSIDERATIONS FOR THE NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3. (1:36 PM)

**Clerk's Note:** The Court discussed the following recommendations from Staff:

- Anticipated collection rate to be 100%; and,
- No debt buy down.

**Members of the Court heard from:** Tien Dao, Business Analyst I, Tax Assessor Collector's Office.

**Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 1.**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



ADDED ITEM

2. APPROVE PAYMENT OF CLAIMS. (1:40 PM)

**Motion by Commissioner Gómez and seconded by Commissioner Huber to approve Item 2.**

<b>Motion carried:</b>	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

## ADJOURNMENT

**Motion by Judge Biscoe and seconded by Commissioner Gómez to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (1:41PM)**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

**Samuel T. Biscoe, Travis County Judge**

Board of Directors  
Travis County Bee Cave Road District No. 1 Agenda Request

Voting Session Tuesday, July 14, 2009  
(Date)

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

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Travis County Bee Cave Road District  
No. 1 Minutes for the Voting Session of  
June 23, 2009.**

C. Approved By:

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

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

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

## MINUTES OF MEETING – JUNE 23, 2009

### TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 23<sup>rd</sup> day of June, 2009, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 1:37 PM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 1:41 PM.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPERTY TAX RATE CONSIDERATIONS FOR THE TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 (GALLERIA). (1:37 PM)

**Clerk's Note:** The Court discussed the following recommendations from Staff:

- Anticipated collection rate to be 100%; and,
- No debt buy down.

**Members of the Court heard from:** Tien Dao, Business Analyst I, Tax Assessor Collector's Office.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve Item 1.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**ADDED ITEM**

2. APPROVE PAYMENT OF CLAIMS. (1:40 PM)

**Motion by Commissioner Gómez and seconded by Commissioner Huber to approve Item 2.**

<b>Motion carried:</b>	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	abstain
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

## ADJOURNMENT

**Motion by Judge Biscoe and seconded by Commissioner Gómez to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1. (1:41 PM)**

<b>Motion carried:</b>	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

**Samuel T. Biscoe, Travis County Judge**

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session July 14, 2009 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve an application package to the U.S. Department of Housing and Urban Development for Neighborhood Stabilization Program 2 Funding.

Approved by: \_\_\_\_\_  
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)  
\_\_\_\_ Additional funding for any department or for any purpose  
\_\_\_\_ Transfer of existing funds within or between any line item  
\_\_\_\_ Grant

Human Resources Department (473-9165)  
\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)  
\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)  
\_\_\_\_ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

# TRAVIS COUNTY HOUSING FINANCE CORPORATION



## Agenda Memo

**To:** Board of Directors  
**From:** Miguel Gonzalez, Sr. Financial Analyst  
**Date:** 07/07/2009  
**Re:** NSP 2 funding application to the U.S. Department of Housing and Urban Development

### Action Item

Consider and take appropriate action on request to approve an application package to the U.S. Department of Housing and Urban Development for Neighborhood Stabilization Program 2 Funding.

### Requested Action

Approve the complete application package for NSP2 Funding.

### Background

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.

On June 30, 2009 the Board directed staff to complete an application to HUD for NSP2 funding and if unsuccessful, to later apply to the Texas Department of Housing and Community Affairs for NSP2 funding as available.

### NSP 2 Application Summary

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

### Recommendation

Staff recommends approval and submission of the final application package to HUD.

Cc: Rodney Rhoades, Executive Manager, Planning and Budget  
 Deece Eckstein, Coordinator, Intergovernmental Relations  
 Leroy Nellis, Budget Manager  
 Harvey Davis, Manager