updated-7-17-09 11:00am

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

2

Voting Session: July 21,2009

I. A. Request made by: HERSHEL LEE, TRAVIS COUNTY FIRE MARSHAL
Phone #:854-9591
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY.

C. Approved by:_____
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

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

_____
_____
_____

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)
_____Additional funding for any department or for any purpose
_____Transfer of existing funds within or between any line item
_____Grant

Human Resources Department (854-9165)
_____Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)
_____Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)
_____Contract, Agreement, Policy & Procedure

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

updated-7-17-09 11:00am

EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER
P.O.BOX 1748 , AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

Emergency Management
Pete Baldwin, Emergency Mgmt. Coordinator

Fire Marshal
Hershel Lee

Medical Examiner
Dr .David Dolinak

STAR Flight
Casey Ping, Program Manager

MEMORANDUM

To: Travis County Commissioners Court

From: Hershel Lee, Travis County Fire Marshal

Date: July 21, 2009

Subject: **Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County**

The current Burn Ban expires on July 22, 2009. The KBDI in Travis County continues to be over 500 and is rising approximately 11 points per day. Several days of temperatures above 100 degrees and strong gusty winds are forecast. The current drought monitors indicate that Travis County is in an exceptional drought category with increased risk of wildfire occurrence. Live fuels can also be expected to burn actively at these levels. The Office of Emergency Management and the Fire Marshal's Office recommend that Travis County Commissioners Court consider approval of the Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County.

Thank you.

COUNTY OF TRAVIS §
§
STATE OF TEXAS §

ORDER PROHIBITING
OUTDOOR BURNING

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Travis County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Travis County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Travis County as follows:

(1) Actions prohibited:
- (a) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
- (b) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

(2) Enforcement:
- (a) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
- (b) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
- (c) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
- (d) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to $500.

(3) This order does not apply to outdoor burning activities:
- (a) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
  - (A) firefighter training;
  - (B) public utility, natural gas pipeline, or mining operations; or
  - (C) planting or harvesting of agriculture crops.

(b) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.

(c) that involve the performance of **outdoor** combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person (i) if the Travis County Fire Marshal has issued a permit for the welding or hot works operations in compliance with the Fire Code or (ii) if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:

(A) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;

(B) Surfaces around welding or hot works area are wetted down;

(C) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;

(D) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned.

(E) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;

(F) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;

(G) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;

(H) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate, and;

(I) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire on August 19, 2009 or upon such date as the Travis County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 21st DAY OF JULY 2009.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

Updated 7-17-09 11:00am

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

4

Approved by: Cyd V. Grimes 7/10/09

Voting Session: Tuesday, July 21, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS070349VR, AUSTIN FAMILY INSTITUTE, FOR ADDITION OF GROUP COUNSELING SERVICES TO THE COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE (COPE)/MENTAL HEALTH YOUTH PROGRAM AND FAMILIES (JUVENILE PROBATION)

Points of Contact:

Purchasing: Vania Ramaekers, David Walch
Department: (JUVENILE PROBATION), Estela Medina, Chief Juvenile Probation Officer, Sylvia Mendoza
County Attorney (when applicable): Jim Connolly
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro And Jose Palacios
Other: N/A

- **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 is for the provision of Psychological/Counseling and Assessment Services for the Juvenile Probation COPE program.

  This modification will replace the current Attachment A, Scope of Service and Attachment B, Fee Schedule to reflect the addition of Group Counseling Services. This contract is to be used on an as needed basis.

  Modification No. 1 replaced the original Attachment A, Scope of Service and Attachment B, Fee Schedule which reflected the addition of initial mental health services and associated fees.

- **Contract Expenditures:** Within the last 12 months $7070.00 has been spent against this contract.

☒ Not applicable

- **Contract-Related Information:**
  - Award Amount: **As Needed**
  - Contract Type: (Professional Services Agreement)
  - Contract Period: 09/11/07 - 9/30/09 (auto renewal)

- **Contract Modification Information:**
  - Modification Amount: $0.00 (Firm Amount) (Add'l. comments)
  - Modification Type: N/A
  - Modification Period:

- **Solicitation-Related Information:**
  - Solicitations Sent: N/A — Responses Received: N/A
  - HUB Information: Not Applicable — % HUB Subcontractor: N/A

- **Special Contract Considerations:**
  - ☐ Award has been protested; interested parties have been notified.
  - ☐ Award is not to the lowest bidder; interested parties have been notified.
  - ☒ Comments: **The originals are being routed for signatures.**

- **Funding Information:**
  - ☐ Purchase Requisition in H.T.E.: N/A
  - ☒ Funding Account(s): **623-4514-593-6099**
  - ☐ Comments: **Contract will be used on an as need basis**

- **Statutory Verification of Funding:**
  - ☐ Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

updated-7-17-09 11:00am

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Cyd Grimes
Purchasing Agent

FROM: Estela P. Medina 6/2/09
Estela P. Medina
Chief Juvenile Probation Officer

RECEIVED
TRAVIS COUNTY
2009 JUN -3 AM 11:21
PURCHASING
OFFICE

RE: Contract #PS070349VR Austin Family Institute

DATE: May 27, 2009

****

The County Juvenile Probation is currently contracting with the Austin Family Institute to provide counseling/case work services for the COPE/Mental Health Youth and families for Juvenile Probation. The department would like to modify their contract to include the following:

Group counseling for up to 6-8 juveniles for 50 minutes for 6 to 9 weeks using LPC therapist or Marriage and Family Therapist (MFT) for the cost of $65.00 per group. Also we would like to add LPC-I or LMFT-A for $55.00 per group. If the group is for 75 minutes the cost will be $90 per group when using a LPC or LMFT and $80.00 per group when using a LPC-I or LMFT-A.

The following details the funding line item to be used for this contract:

PS070349VR – Austin Family Institute
Account Number: 623-4514-593-6099
Service Provided: Satisfactory

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

cc: Barbara Swift
Sylvia Mendoza
Michael Williams
Gail Penney-Chapmond

MODIFICATION OF CONTRACT NUMBER: PS070349VR – Psychological/Counseling & Assessment Services **PAGE 1 OF 5 PAGES**

updated-7-17-09 11:00am

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: David Walch TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **June 16, 2009**
ISSUED TO: **Austin Family Institute** **4201 Bee cave Road** **Suite C213** **Austin Texas 78746**	MODIFICATION NO.: **2**	EXECUTED DATE OF ORIGINAL CONTRACT: **September 16, 2007**

ORIGINAL CONTRACT TERM DATES: 09/16/07 – 09/30/08 CURRENT CONTRACT TERM DATES: 09/16/07 – **until terminated**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: On as needed basis Current Modified Amount on as needed basis

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

1) Pursuant to Section 14.0 Amendments/Modifications, the following attachments will be modified as follows:

   a. Attachment "A, Scope of Services" is deleted in its entirety and replaced by revised Attachment "A" dated June 10, 2009, attached hereto, and made a part hereof.

   b. Attachment "B, Fee Schedule" is deleted in its entirety and replaced by revised Attachment "B" dated June 10, 2009, attached hereto, and made a part hereof.

2) The replacement of Attachment "A Scope of Services" and Attachment "B Fee Schedule" constitutes the addition of item 9 "Group Counseling Services" for the COPE program.

Note to Vendor:

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

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

LEGAL BUSINESS NAME: AUSTIN FAMILY INSTITUTE BY: _____ SIGNATURE BY: Michael S Bishop PRINT NAME TITLE: Co-DIRECTOR ITS DULY AUTHORIZED AGENT	☐ DBA ☒ CORPORATION ☒ OTHER NON PROFIT 501(C) 3 DATE: 6/25/09
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 7/10/09
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

Attachment A
Scope of Services
Revised as of June 10, 2009

CONTRACTOR shall provide professional confidential counseling services and mental health assessments for youth identified and referred by the Travis County Juvenile Probation hereinafter "Department," in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court, as described below.

1. Youth will be identified and referred to CONTRACTOR by the Department for counseling services and mental health assessments.

2. The Department will designate whether counseling services and/or mental health assessments are to be provided to each youth referred and CONTRACTOR will only provide the service(s) as designated.

3. CONTRACTOR will give these youth and their family's priority in scheduling appointments for an assessments or counseling when possible.

4. CONTRACTOR agrees to contact the COPE Coordinator within twenty-four (24) hours when a family does not attend a scheduled appointment or a counseling session is cancelled.

5. CONTRACTOR may terminate services, if the family cancels or does not appear at two scheduled appointments or sessions.

6. CONTRACTOR agrees that no payment will be provided for mental health assessment appointments or counseling sessions that do not occur, regardless of advance cancellation or failure to appear by client.

7. If counseling services are designated by Department, then CONTRACTOR shall provide counseling services to youth participants of COPE during individual or family sessions, as follows.

   7.1 Sessions will be conducted in the client's home, whenever possible, or, alternatively, in the CONTRACTOR'S office.

   7.2 The first session will be provided within five (5) working days after the initial intake.

   7.3 Each individual session will be fifty (50) minutes in length and be private.

   7.4 Sessions will be therapeutic in nature with the goal of reducing parental conflict, establishing or re-establishing parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE Individual/family case plan or any goals set forth by CONTRACTOR.

   7.5 Sessions will be scheduled weekly, unless CONTRACTOR deems appropriate to modify frequency.

   7.6 All sessions will be completed within six (6) months of the initial intake session.

   7.7 CONTRACTOR will notify the COPE Coordinator within forty-eight (48) hours when sessions are decreased due to either progress of therapy or termination of therapy.

   7.8 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains written authorization from Department.

7.9 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report and failure to appear for scheduled appointments. The counselor will also provide any information on the youth's progress with therapy.

7.10 CONTRACTOR will attend the youth's family meetings with the COPE Mental Health Court if his/her schedule permits. Attendance at these meetings is not considered a counseling session and is not subject to payment by the Department.

7.11 CONTRACTOR will provide a final progress report that will include outcome information developed through Contractor's use of the Youth Self-Report (YSR) tool and the Child Behavior Checklist (CBCL) within 48 hours after the final counseling session. This post services mental health assessment is anticipated to be shorter than an initial mental health assessment described below.

8. If an initial Mental Health Assessment is designated by Department, then CONTRACTOR shall provide a comprehensive Mental Health Assessment as follows.

8.1 Schedule the Mental Health Assessment appointment for the youth within five (5) working days of the referral.

8.2 Complete a Mental Health Assessment to include a comprehensive clinical interview with the youth and parent (if parent is available), and administration of the Youth Self-Report (YSR) to the youth and the Child Behavior Checklist (CBCL) to the parent (if parent is available).

8.3 Review preliminary background information regarding the youth provided by Department and incorporates into final written report.

8.4 Score and interpret the Youth Self-Report (YSR) and Child Behavior Checklist (CBCL), and prepare a written report using the Department format to include background information, behavioral observations, test results, case conceptualization, diagnostic impressions, and treatment recommendations.

8.5 Complete and provide final written report to Department within forty-eight (48) hours of completion of the interview.

9. If group counseling services are designated by Department, then CONTRACTOR shall provide group counseling services to youth participants of COPE as follows.

9.1 Sessions will be conducted in a client's home or in the CONTRACTOR'S office.

9.2 Group sessions will consist of 6 to 8 juveniles.

9.3 Each individual session will be fifty (50) minutes or seventy-five (75) minutes in length for 6 to 9 weeks.

9.4 Sessions will be therapeutic in nature with the goal of reducing parental conflict, establishing or re-establishing parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE Individual/family case plan or any goals set forth by CONTRACTOR.

9.5 Sessions will be scheduled weekly, unless CONTRACTOR deems appropriate to modify frequency.

9.6 All sessions will be completed within six (6) months of the initial intake session.

9.7 CONTRACTOR will notify the COPE Coordinator within forty-eight (48) hours when sessions are decreased due to either progress of therapy or termination of therapy.

9.8 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains written authorization from Department.

9.9 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report and failure to appear for scheduled appointments. The counselor will also provide any information on the youth's progress with therapy.

9.10 CONTRACTOR will attend the youth's family meetings with the COPE Mental Health Court if his/her schedule permits. Attendance at these meetings is not considered a counseling session and is not subject to payment by the Department.

9.11 CONTRACTOR will provide a final progress report that will include outcome information developed through Contractor's use of the Youth Self-Report (YSR) tool and the Child Behavior Checklist (CBCL) within 48 hours after the final counseling session. This post services mental health assessment is anticipated to be shorter than an initial mental health assessment described below.

REQUIREMENTS

1. CONTRACTOR agrees to purchase and use the Youth Self Report (YSR) and Child Behavior Checklist (CBCL) forms, as well as the scoring software from Achenbach System of Empirically Based Assessment (ASEBA).

2. Department agrees to provide training to CONTRACTOR regarding the interview, administration, scoring and interpretation of the Youth Self Report (YSR) and Child Behavior Checklist (CBCL) forms and format of the final written report.

3. Professionals from the Austin Family Institute that will be assigned to the youth referrals for this contract will have:

3.1 A Masters Degree or higher,
3.2 An active State of Texas certification and
3.3 A minimum of 3 years experience with adolescent counseling

ATTACHMENT B
FEE SCHEDULE
Revised as of June 10, 2009

For and in consideration of Contractor Austin Family Institute's full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

Individual or family Counseling Session (50 minute in length)	$65.00 for each 50 minute session
Post Services mental Health Assessment and final Report	$80.00 for each
Initial Mental Health Assessment	$240.00 per assessment (up to 4 hours)
Group Counseling Using LPC or MFT (50 minute in length)	$65.00 per group session
Group Counseling Using LPC or LMFT-A (50 minute in length)	$55.00 per group session
Group Counseling Using LPC or LMFT (75 minute in length)	$90.00 per group session
Group Counseling Using LPC-I or LMFT-A (75 minute in length)	$80.00 per group session

Contractor will not be paid for sessions scheduled but not provided, even in circumstances when the client does not appear for a scheduled appointment.

Sessions will be held with the child privately or with the child's family. The cost per session does not change.

Updated: 7-7-09 11:00am

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

5

Approved by: Cyd V. Grimes 7/10/09

Voting Session: Tuesday, July 21, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO P.O. NO. 423124, EAST METRO PARK ADA SIDEWALK IMPROVEMENTS, SHAFFER CONCRETE. (TNR)

Points of Contact:

Purchasing: Jason G. Walker
Department: (TNR), Joe Gieselman, Executive Manager; Kurt Nielsen
County Attorney (when applicable): N/A
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro, Jose Palacios
Other:

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

  TNR requests the approval of Change Order number one (1) for the above P.O. This Change Order is for additional sidewalk improvements due to modifcations to an asphalt parking lot. This Change Order will increase the contract by $4,792.00, from $15,370.50 to $20,162.50, which is an increase of the original amount by 31%.

  This project is for sidewalk improvements at East Metro Park in order to be in compliance with ADA. On April 3, 2009 18 bids were electronically received and on April 21, 2009 P.O. #418744 was authorized in the amount of $15,370.50. Due to an incorrect vendor number, P.O. #418744 was liquidated and replaced in its entirety with P.O. 423124 on June 24, 2009.

- **Contract Expenditures:** Within the last 3 months $10,970.60 has been spent against this requirement.

  ☐ Not applicable

- **Contract-Related Information:**

  Award Amount: $15,370.50 (Estimated quantity)
  Contract Type: Purchase Order
  Contract Period: Through project completion

updated 7-17-09 11:00am

➢ **Contract Modification Information:**

Modification Amount: $4,792.00 (See Additional Procurement Comments)
Modification Type: N/A
Modification Period: Through project completion

➢ **Solicitation-Related Information:**

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

➢ **Special Contract Considerations:**

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

➢ **Funding Information:**

☒ Purchase Requisition in H.T.E.: 474689
☒ Funding Account(s): 472-4945-809-8120
☐ Comments:

➢ **Statutory Verification of Funding:**

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

updated-7-17-09 11:00am

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

June 26, 2009

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent

FROM: For Joseph P. Gieselman, Executive Manager

SUBJECT: Modification #1 - East Metro Park ADA Sidewalk Improvements
Contract #N/A
PO #423124

TNR requests the approval of change order number one (1) for the above. This modification is to change scope of sidewalk at parking lot repairs to asphalt. This modification will increase the above contract by $4,792.00 from $15,370.50 to $20,162.50. The $4,792.00 is encumbered under requisition number 474689 and the commodity/sub-commodity is 988/064.

If you have any questions or require additional information please contact Brunilda Cruz at extension 47679.

BC:JPG:bc

Copy: Jason Walker, Purchasing
Kurt Nielsen, TNR
Brunilda Cruz, TNR

RECEIVED
TRAVIS COUNTY
2009 JUN 31 PM 3:29
PURCHASING
OFFICE

GM200I13
Fiscal Year 2009

TRAVIS COUNTY
Account Balance Inquiry

7/06/09
15:05:40

updated 7-17-09 11:00am

Account number . . .	472-4945-809.81-20	
Fund	472	L/T PI BONDS 2006
Department	49	TNR (TRANS & NATRL RESRC)
Division	45	PARK SERVICES
Activity basic . . .	80	CAPITAL PROJECTS
Sub activity	9	COMM&ECON DEV (PKS & REC)
Element	81	CAPITAL OUTLAY
Object	20	PURCHD SERV-PARK IMPRVMNT

Original budget	0		
Revised budget	2,730,972	10/01/2008	
Actual expenditures - current .	10,970.60		
Actual expenditures - ytd . . .	37,592.40		
Unposted expenditures	2,670.00		
Encumbered amount	855,020.19		
Unposted encumbrances	2,670.00-		
Pre-encumbrance amount	40,907.00		
Total expenditures & encumbrances:	944,490.19	34.6%	
Unencumbered balance	1,786,481.81	65.4	

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

PI200R01

updated-7-17-09 11:00am

TRAVIS COUNTY
Pre-Encumbrance Detail

7/06/09
15:05:49

Account number: 472-4945-809-81.20
CAPITAL OUTLAY / PURCHD SERV-PARK IMPRVMNT

Position to . . . . Requisition number _____
or Po number . . . . _____

Type selections, press Enter.
1=Select

Opt	Requisition Number	Purchase Order	Amount	Year	Project
_	0000448917		36,115.00	2009	0502PE
_	0000474689		4,792.00	2009	0502PE

F12=Cancel

PURCHASE REQUISITION NBR: 0000474689

STATUS: READY FOR BUYER PROCESS

REQUISITION BY: BRUNILDA CRUZ 854-7679 REASON: 53936 PARK-CIP MOD PO#423124 DATE: 6/26/09

SHIP TO LOCATION: AS INDICATED BELOW SUGGESTED VENDOR: 74258 SHAFFER CONCRETE DELIVER BY DATE: 6/26/09

updated-7-17-09 11:00am

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SIDEWALK REPAIR TO MEET ADA REQUIREMENTS AT EAST METRO ********** MOD #1. MODIFY SCOPE OF ASPHALT PARKING LOT OF THE SIDEWALK REPAIR. ********** THIS AMOUNT WILL INCREASE AMOUNT FROM $15,370.50 TO $20,162.50 COMMODITY: ROADSIDE, GROUNDS, PARK SUBCOMMOD: PARK IMPROVE-PURCHASE SVC	4792.00	DOL	1.0000	4792.00	

REQUISITION TOTAL: 4792.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	47249458098120	CAPITAL OUTLAY PURCHD SERV-PARK IMPRVMNT	0502PE 2005 Bond East Metro Park	100.00	4792.00
					4792.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20090626 RT
6/29/9 CONTRACT?EMD BRUNI.GMC
6/30/9 COM/SUB @$26K. APVD.GMC

Req # 474689
PO# 423124

TRAVIS COUNTY - TNR
Change Order No. Contract

Approval of the following change in the Plans and/or Specifications is requested:

Field Change Request No.

Limits:

Plan Sheet No.

Description: Sidewalk Repair to meet ADA Requirements at East Metro Park

CONTRACTOR: Shaffer Concrete

This field change is requested for the following reason(s): Modifications to asphalt parking lot changed the scope of the sidewalk repairs

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT TYPE	CURRENT CHANGE ORDER QUANTITIES C.O. QTY	UNIT PRICE($)	C.O. AMOUNT	REVISED CONTRACT QUANTITIES QTY	UNIT PRICE($)	NEW AMOUNT	CURRENT CONTRACT QUANTITIES QTY	UNIT PRICE($)	PREVIOUS AMOUNT
1	SIDEWALK TO BATTING CAGE	SF	(36.00)	4.00	(144.00)	576.00	$ 4.00	$ 2,304.00	612	$ 4.00	$ 2,448.00
2	TRANSITION TO BLEACHERS	SF	-		-	52.50	$ 5.00	$ 262.50	52.5	$ 5.00	$ 262.50
3	SIDEWALK TO COMMUNITY PAVILLION	SF	216.00	5.00	1,080.00	1,000.00	$ 5.00	$ 5,000.00	784	$ 5.00	$ 3,920.00
4	KITCHEN DOOR WALK EXTENSION	SF	-	4.00	-	52.00	$ 4.00	$ 208.00	52	$ 4.00	$ 208.00
5	SIDEWALK TO BB COURT	SF				640.00	$ 5.00	$ 3,200.00	640	$ 5.00	$ 3,200.00
6	BB TABLE SLAB EXTENSION	SF	-	4.00	-	96.00	$ 4.00	$ 384.00	96	$ 4.00	$ 384.00
7	SIDEWALK TO BB RESTROOM DEMO	SF	(456.00)	1.00	(456.00)	-	$ -	$ -	456	$ 1.00	$ 456.00
8	SIDEWALK TO BB RESTROOM REPLACE	SF	504.00	4.00	2,016.00	1,024.00	$ 4.00	$ 4,096.00	520	$ 4.00	$ 2,080.00
9	DRINKING FOUNTAIN SLAB EXT	SF	(16.00)	4.00	(64.00)	32.00	$ 4.00	$ 128.00	48	$ 4.00	$ 192.00
10	PF POND TABLE EXT	SF	(120.00)	4.00	(480.00)		$ 4.00	$ -	120	$ 4.00	$ 480.00
11	SOCCER PAVILION SLAB EXT	SF	-	-	-	15.00	$ 4.00	$ 60.00	15	$ 4.00	$ 60.00
12	SIDEWALK TO SOCCER FIELD	SF	-	4.00	-	280.00	$ 4.00	$ 1,120.00	280	$ 4.00	$ 1,120.00
13	PICNIC TABLE SLAB	SF	-	4.00	-	140.00	$ 4.00	$ 560.00	140	$ 4.00	$ 560.00
14	SIDEWALK/PAD AT BP REPLACEMENT	SF	568.00	5.00	2,840.00	568.00	$ 5.00	$ 2,840.00			$ -
			-	-	-		$ -	$ -			$ -
			-	-	-		$ -	$ -			$ -
			-	-	-		$ -	$ -			$ -
			-	-	-		$ -	$ -			$ -
	TOTAL				$ 4,792.00			$ 20,162.50			$ 15,370.50

Materials($)	800
Services($)	3992
TOTAL	4792

NET OVERRUN/(UNDERRUN) $ 4,792.00

TIME Extension: 0 Days

REQUESTED BY:

SHAFFER CONCRETE 5/31/09
Contractor Date

RECOMMENDED FOR APPROVAL BY:

Division Director, Planning & Engineering Date

Construction Manager 6.24.09 Date

NOTICE to the CONTRACTOR:
This is your authority to proceed with this work at the rates named above.

APPROVED:

TNR Executive Manager 6/30/09 Date

Purchasing Agent 7/10/09 Date

County Judge Date

472-4945-809-8120

updated-7-17-09 11:00am

6/23/2009
CHANGODR1.XLS

updated-7-17-09 11:00am

updated 7-17-09 11:00am

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

6

Approved by: Cyd V. Grimes 7/13/09

Voting Session: Tuesday, July 21, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 4 TO CONTRACT NO. PS070340DG FOR PROFESSIONAL CONSULTING SERVICES TO VANDERWEIL FACILITY ADVISORS, INC. (VFA) (FACILITIES MANAGEMENT)

Points of Contact:

Purchasing: Diana Gonzalez
Department: Facilities Management, Roger A. El Khoury, M.S. P.E., Director
County Attorney (when applicable): John Hille
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro and Jose Palacios
Other: Alicia Perez, Executive Manager, Administrative Operations

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

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

  This proposed Modification No. Four is for additional work for the Phase Three (FY09), Professional Consulting Services for Facilities Condition Assessments of approximately 56,663 square feet of space at the not-to-exceed (NTE) amount of $3,683.00, which changes the contract from $218,496.00 to NTE $222,179.00.

  Modification No. Three, Phase Three (FY09) required the consultant to perform Professional Consulting Services for Facilities Condition Assessments of approximately 97,574 square feet of space at the Travis County Jail for the not-to-exceed (NTE) amount of $14,600.00, which changed the contract from $203,896.00 to NTE $218,496.00.

  Modification No. Two, Phase Three (FY09) required the consultant to perform Professional Consulting Services for Facilities Condition Assessments of approximately 644,253 square feet of space for the not-to-exceed (NTE) amount of $65,050.00, which changed the contract from $138,846.00 to NTE $203,896.00.

updated-7-17-09 11:00am

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

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

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

  ☒ Not applicable

- **Contract-Related Information:**
  Award Amount: $68,846.00
  Contract Type: Professional Services
  Contract Period:

- **Contract Modification Information:**
  Modification Amount: $3,683.00
  Modification Type: N/A
  Modification Period:

- **Solicitation-Related Information:**
  Solicitations Sent: N/A Responses Received: N/A
  HUB Information: Not Applicable % HUB Subcontractor: N/A

- **Special Contract Considerations:**

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

- **Funding Information:**
  ☒ Purchase Requisition in H.T.E.: 474185
  ☒ Funding Account(s): 001-1415-525-4007
  ☐ Comments:

- **Statutory Verification of Funding:**
  ☐ Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

updated-7-17-09 11:00am

Diana 6.22.09 MB

FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: SVCOT-27-09F-XM
File: 102

RECEIVED TRAVIS COUNTY 2009 JUN 22 PM 3:42 PURCHASING OFFICE

TO: Cyd Grimes, CPM, Purchasing Agent

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

FROM: John F. Carr, Administrative Director

DATE: June 22, 2009

SUBJECT: Facilities Condition Assessment Services
Contract Modification Number Four, VFA, Inc.
Contract No. PS070340DG

This Contract Modification Number Four is for changes to the professional services contract for Vanderweil Facility Advisors, Inc. (VFA) to provide for the assessment of additional square footage of facility space discovered during the third phase of inspections.

This Contract Modification will increase the contract by $3,683.00 from $218,496.00 to $222,179.00 and will not impact the previously approved schedule for the third phase of facility assessments. This is a multi-year contract with FY07 services at $68,846.00, FY08 services at $70,000.00 and including this modification, $83,333.00 for FY09 services. Facilities Management Department (FMD) has reviewed and negotiated the cost and time for this Contract Modification and has determined the cost and time are fair and reasonable.

Funds for this Contract Modification are in account 001-1415-525-4007 and are encumbered under requisition number 474185. Facilities Management Department recommends approval.

In accordance with the procedure to secure the approval of this Contract Modification this request is being forwarded along with the supporting documents for Commissioners Court approval. If approved, please issue a fully executed Contract Modification Number Four to VFA, Inc. Please call John Carr at extension 44772 if you have any questions.

ATTACHMENT:
Change Order Proposal dated June 15, 2009

COPY TO:
Alicia Perez, Executive Manager, Administrative Operations
Amy Draper, CPA, Financial Manager, FMD
Diana Gonzales, Purchasing Agent Assistant, Purchasing Office

PI655I01 **TRAVIS COUNTY** 7/07/09
Account Balance Inquiry 13:57:40

updated-7-17-09 11:00am

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

Budget	100,833
Encumbered amount	79,650.00
Pre-encumbered amount	3,683.00
Expenditures	17,500.00
Total expenditures	100,833.00
Balance	.00

Press Enter to continue.

F3=Exit F12=Cancel

PURCHASE REQUISITION NBR: 0000474185

STATUS: READY FOR BUYER PROCESS

REQUISITION BY: AMY DRAPER 854-9040 REASON: MOD PO #417386 - FAC ASSESSMENTS ATTN: D GONZALEZ DATE: 6/22/09

SHIP TO LOCATION: FACILITIES MANAGEMENT SUGGESTED VENDOR: 70474 VFA INC. DELIVER BY DATE: 9/30/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	FACILITY BUILDING CONDITION ASSESSMENTS MOD #1 - ADD ASSESSMENT OF GARAGE SPACE COMMODITY: CONSULTING SERVICES SUBCOMMOD: BUILDINGS & STRUCTURES INVENTORY BUILDING: FE STOCK NO: 918-019-00017	3498.85	DOL	1.0000	3498.85	
2	RETAINAGE MOD #1 - ADD ASSESSMENT OF GARAGE SPACE COMMODITY: CONSULTING SERVICES SUBCOMMOD: BUILDINGS & STRUCTURES INVENTORY BUILDING: FE STOCK NO: 918-019-00018	184.15	DOL	1.0000	184.15	
				REQUISITION TOTAL:	3683.00	

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00114155254007	PROFESSIONAL SERVICES CONSULTING		100.00	3498.85
2	00114155254007	PROFESSIONAL SERVICES CONSULTING		100.00	184.15
					3683.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

updated-7-17-09 11:00am

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

ISSUED BY:	PURCHASING AGENT ASST: **Diana Gonzalez**	DATE PREPARED:
PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	TEL. NO: (512) 854-5860 FAX NO: (512) 854-9185	**June 30, 2009**
ISSUED TO: Vanderweil Facility Advisors, Inc. James Summers, Vice President Finance 266 Summer Street Boston, MA 02210	MODIFICATION NO.: **Four**	EXECUTED DATE OF ORIGINAL CONTRACT: **September 18, 2007**
ORIGINAL CONTRACT TERM DATES:	CURRENT CONTRACT TERM DATES:	

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ 68,846.00 Current Modified Amount NTE $ 222,179.00

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

A. This modification No. 4 is issued to increase the Phase 3 (FY09) Facilities Conditions Assessment Services in the amount of $3,683.00, to accommodate the inclusion of the Parking Garage assets located at San Antonio and 10th street, Austin, Texas (56,663 square feet).

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

The fixed fee for the performance of the Basic Services shall be the sum of $68,846.00 for FY07, $70,000.00 for FY08 and NTE $83,333.00 for FY 09, an increase of $3,683.00.

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

The Total Professional Services Agreement Sum, consisting of the FY07 Services at $68,846.00, FY 08 Services at $70,000.00 and FY09 Services at NTE amount of $83,333.00 shall not exceed $222,179.00.

D. Consultant shall perform Facility Condition Assessment Services at San Antonio and 10th street in accordance with the attached scope of work attached hereto and made a part hereof.

Note to Vendor:

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

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

LEGAL BUSINESS NAME: VFA, Inc BY: _____ SIGNATURE BY: James Summers PRINT NAME TITLE: CFO ITS DULY AUTHORIZED AGENT	☐ DBA ☒ CORPORATION ☐ OTHER DATE: 7/2/09
TRAVIS COUNTY, TEXAS BY: Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 7/10/09
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

updated-7-17-09 11:00am

VFA

Change Order

DATE: June 15, 2009

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

TC PROJECT #:

VFA PROJECT #: TRAV0005

CHANGE ORDER #: TRAV0005.01

SUBJECT: ADDITIONAL SQUARE FEET ASSESSED BASED ON FIELD WORK

DESCRIPTION OF WORK:

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

IMPACT ON SCHEDULE:
None

IMPACT ON COST:

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

SUBMITTED BY:

Michael D. Wintz

Mike Wintz, VFA, Inc.

June 18, 2009

DATE

APPROVED BY:

John Carr, Travis County

DATE

Updated: 7/10/2009 11:00am

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

7

Approved by: Cyd V. Grimes 7/10/09 MB

Voting Session: Tuesday, July 21, 2009

REQUESTED ACTION: APPROVE CONTRACT NO. PS090266VR, NEURO INSTITUTE OF AUSTIN, L.P.,TO PROVIDE INPATIENT RESIDENTIAL TREATMENT SERVICES. (HHS&VS)

Points of Contact:

Purchasing: Vania Ramaekers, David Walch
Department: (HHS&VS) Gloria Petersen, TRIAD program
County Attorney (when applicable): Jim Connolly
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro and Jose Palacios
Other:

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

  This contract is for the provision of residential treatment services for juveniles residing in Travis County. Travis County currently has over 37 active Residential Treatment Service Contracts with different counties throughout Central Texas, which are used on an as needed basis, according to the specific needs of the youths being placed. Travis County will pay the daily cost set by the State of Texas Juvenile Probation Commission in accordance with the facility type and level of services. We will add this agency to the current list of active providers. This contract is being requested by the TRIAD Program administered by Travis County Health and Human Services and Veterans Services.

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

  ☒ Not applicable

- **Contract-Related Information:**

  Award Amount: $0.00 As needed basis
  Contract Type: (Professional Services Agreement)
  Contract Period: 07/21/09 - 9/30/09 (auto renewal)

➢ **Contract Modification Information:** updated-7-17-09 11:00am

Modification Amount: $0.00 (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period:

➢ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A

HUB Information: Not Applicable % HUB Subcontractor: N/A

➢ **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.

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

☒ Comments: **Originals have been signed by the contractor. They are currently being routed for internal signatures.**

➢ **Funding Information:**

☐ Purchase Requisition in H.T.E.: N/A

☒ Funding Account(s): **001-5869-611-6205**

☐ Comments:

➢ **Statutory Verification of Funding:**

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

Funds will be verified, on an as needed basis, through requisitions being processed against the contract

updated-7-17-09 11:00am

Travis County Health & Human Services and Veterans Service
Palm Square Building

P.O. Box 1748 ★ Austin, Texas 78767★ (512) 854 - 4120 ★ Fax (512) 854 - 4118

DATE: May 14, 2009

TO: Cyd Grimes
Purchasing Agent

FROM: Gloria Petersen
Social Services Supervisor/
Triad Program Manager

RE: Texas NeuroRehab Center (TNC)

Travis County Health and Human Services and Veterans Service/Office of Children's Services is interested in entering into a contract with Texas NeuroRehab Center (TNC) for inpatient residential treatment services. Attached is a proposal and description of the services offered by TNC.

If there are any questions regarding this request, or additional information I am available by email gloria.petersen@co.travis.tx.us or my telephone number is 854-3720.

updated-7-17-09 11:00am

PROFESSIONAL SERVICES AGREEMENT/CONTRACT

BETWEEN

TRAVIS COUNTY

AND

NEURO INSTITUTE OF AUSTIN, L.P.

FOR

INPATIENT RESIDENTIAL TREATMENT SERVICES

CONTRACT NO. PS090266VR

Travis County Purchasing Office

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PS090266VR

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

PROFESSIONAL SERVICES AGREEMENT FOR INPATIENT RESIDENTIAL TREATMENT SERVICES

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Neuro Institute of Austin, L.P. (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of a qualified facility to provide, for youth/clients under the supervision of Travis County Health & Human Services/Veterans Service/Office of Children's Services (HHS/TRIAD) and;

WHEREAS, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide the services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3 "County Auditor" means Travis County Auditor Susan Spataro or her successor.

1.4 "Parties" mean Travis County and Neuro Institute of Austin, L.P.

1.5 "Is doing business" and "has done business" mean:

1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

1.5.3 **but does not include**

1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1. 6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "DIRECTOR" means the Director of the Travis County HHS/TRIAD Office or her designee.

1.8 "Client" means a juvenile who is referred to CONTRACTOR for services by an authorized Travis County representative.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2009, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Compliance with Laws, Regulations and Standards.

3.5.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract.

3.5.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.5.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.5.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Probation Commission.

3.5.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the DIRECTOR and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 Acknowledgements and Assurances.

3.10.1 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement.

CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.10.2 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to place any child or children with CONTRACTOR and this Contract shall not be so construed.

3.10.3 CONTRACTOR acknowledges and agrees that the COUNTY may, at its discretion, remove any child placed pursuant to this Contract, at any time. The COUNTY will notify CONTRACTOR in a timely manner prior to the removal of a child except in instances where, in the COUNTY'S judgment, such notification may result in risk to the child's health, safety or welfare.

3.10.4 The parties acknowledge and agree that the CONTRACTOR is under no obligation to accept a child who is deemed by CONTRACTOR to be inappropriate for placement with CONTRACTOR.

3.10.5 Under Section 231.006, Texas Family Code, CONTRACTOR certifies that CONTRACTOR is not ineligible to receive state funds under this contract and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

3.11 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding $100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed $100,000.00

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: NA-As needed Basis
4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Fee Assessment. Children placed by COUNTY or their families shall not be assessed fees for services by the CONTRACTOR unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of COUNTY-placed children for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.

4.5 Invoicing. Payment is to be made monthly; CONTRACTOR shall submit an invoice no later than ten (10) days from the last day of the month for which payment is being requested. The invoice shall include such information as may be required by COUNTY, including at a minimum the following information with regard to each child for whom payment is requested:

4.5.1 the name of the child;

4.5.2 the dates (in chronological order) upon which services were provided;

4.5.3 the total number of days for which payment is being requested;

4.5.4 the daily rate applicable to the services provided;

4.5.5 the total amount being requested.

Original invoices shall be sent to: HHS/TRIAD – P.O. Box 1748. - Austin, Texas 78767 Attn: Gloria Petersen TRIAD Program Manager

4.6 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.7 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.8 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.9 Disbursements to Persons with Outstanding Debt.

4.9.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

4.9.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and
4.9.1.2 the debt is paid.

4.9.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.9.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.10 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.11 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.12 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.13 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Contract and this Contract shall not be so construed.

4.14 Accounting, Reporting, Auditing Requirements.

4.14.1 State funds. County shall notify Contractor when state funds are used to pay for services.

4.14.2 Accounting. Contractor agrees to utilize generally accepted accounting principles and to account separately and individually for the receipt and expenditure of all funds received from County under this Contract. If Contractor is paid from state funds, Contractor agrees to account separately and individually for the receipt and expenditure of state funds received from County under this Contract.

4.14.3 Financial Reporting. Upon request, Contractor shall provide County copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by County. County shall have the right to conduct on-site review of Contractor's financial records and source documents.

4.14.4 Auditing. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJPC.

4.14.5 Monitoring. County shall have the right to conduct periodic financial and programmatic monitoring of Contractor. Contractor agrees to cooperate fully with County's monitoring activities.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Monitoring. COUNTY reserves the right to perform periodic on-site monitoring of CONTRACTOR's compliance with the terms of this contract, and of the adequacy and timeliness of CONTRACTOR's performance under this contract. After each monitoring visit, COUNTY shall provide CONTRACTOR with a written report of the monitor's findings. If the report notes deficiencies in CONTRACTOR's performance under the terms of this contract, it shall include requirements and deadlines for the correction of those deficiencies by CONTRACTOR. CONTRACTOR shall take action specified in the monitoring report prior to the deadlines specified.

5.2 Confidentiality. CONTRACTOR shall establish a method to ensure the confidentiality of records and other information relating to the child according to applicable federal and state law, rules and regulations, and applicable professional ethical standards. This provision shall not limit COUNTY's right of access to the child's case records or other information relating to children served under this Contract.

5.3 Program Evaluation. CONTRACTOR shall permit COUNTY to examine and evaluate its program of services provided under the terms of this Contract and to review records of any child placed by COUNTY. This examination and evaluation of the program shall include unscheduled site visitations, observation of programs in operation, interviews, and administration of questionnaires to the staff of the CONTRACTOR and the child. Consistent with Chapter 611 of the Texas Health and Safety Code, COUNTY may interview and examine the records of any psychologist(s) working with children placed by COUNTY with CONTRACTOR, and consulting with or working for CONTRACTOR.

5.4 Forms. CONTRACTOR shall provide to COUNTY such descriptive information of the program and children placed by COUNTY as requested on forms provided by COUNTY.

5.5 Access to Records. CONTRACTOR agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of either COUNTY or the State of Texas, books, documents and other evidence pertaining to the service provision, cost and expenses of this Contract, hereinafter called the "Records". As used in the preceding sentence, the term "Records" includes financial records, child care records, special treatment records, and any and all other books, documents and evidence connected with the provision of child placement, child care and special treatment services.

5.6 Records Maintenance. CONTRACTOR agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

5.7 Evaluation from other sources. Contractor must notify County within 48 hours of receipt of any evaluation or monitoring report that requires corrective action or results in a loss of funding for Contractor. CONTRACTOR shall provide COUNTY with copies of all evaluation and monitoring reports concerning RESIDENTIAL Treatment services provided at Neuro Institute of Austin, L.P., that are received from other funding sources, and which CONTRACTOR is authorized by such funding sources to provide, during the agreement period within twenty (20) working days after receipt of the report and after Contractor receives authorization to release the report, whichever is later.

6.0 AMENDMENTS / MODIFICATIONS

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

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the DIRECTOR with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that

made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

7.7.2.1 Attachment A – Scope of Services & Performance Measures
7.7.2.2 Attachment B – Fee Schedule
7.7.2.3 Attachment C – Insurance Requirements
7.7.2.4 Attachment D – Ethics Affidavit including:

Exhibit 1 - List of Key Contracting Persons
Exhibit 2 – Disclosure

7.7.2.5 Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. (or her successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

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

Gloria Petersen
Social Services Supervisor/
TRIAD Program Manager
P.O. Box 1748
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Neuro Institute of Austin, L.P. dba Texas Neuro Rehab Center
1106 West Dittmar Road
Austin, Texas 78745

And payments sent to:

P.O. Box 840817
Dallas, Texas 75284-0817

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.11 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Executive Manager within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Executive Manager. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Executive Manager, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair,

invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.19.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

7.20 Officials not to benefit: No officer, member or employee of COUNTY and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the facility is situated or services are being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of services under this contract, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

7.21 Conflict of Interest Questionnaire:

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

7.22 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Neuro Institute of Austin, L. P.

By: _____ CEO
Name and Title (Printed)

Date: 6/25/09

Travis County

By: Samuel T. Biscoe
Travis County Judge

Date: _____

Approved as to Legal Form By: _____
Assistant County Attorney

Funds Verified By: _____
County Auditor

Approved by Purchasing: Cyd V. Grimes 7/20/09
Cyd Grimes, C.P.M., Purchasing Agent

ATTACHMENT A
SCOPE OF SERVICES
FOR
INPATIENT RESIDENTIAL TREATMENT SERVICES

PART I – BASIC RESIDENTIAL PROGRAM:

1. Placement Objective. The objective of placement with the CONTRACTOR is to protect the well-being of the child, to enhance the child's functional abilities in a residential care setting, and to achieve the goals of the child's Individual Service Plan through the provision of the following services, as appropriate:

1.1 Basic child care which ensures the health and safety of the child;

1.2 Appropriate educational, recreational and vocational activities;

1.3 Behavior management, diagnostic services, and medically necessary health care services.

2. Services to be provided. CONTRACTOR shall provide the following services to each child placed by the COUNTY to the extent that such services are permitted within CONTRACTOR'S license, as certified by the Travis County Juvenile Probation Department, and consistent with the child's Individualized Service Plan:

2.1 Basic residential child care services, including food and snacks, room (rent, utilities, maintenance, telephone, and miscellaneous), clothing, personal hygiene items, haircuts, local transportation, school supplies.

2.2 Educational and vocational activities.

2.3 Recreational activities.

2.4 Special treatment services, including behavior management, diagnostic services, psychological counseling, and psychiatric consultation.

2.5 Medically necessary health care services.

2.6 Other services described in this contract or described in CONTRACTOR'S licensing study.

3. CONTRACTOR shall provide all services in a manner which safeguards the health, welfare, and safety of the children to the maximum extent possible, and in the least restrictive setting possible.

4. Residential care shall be provided by professional staff that possesses the required qualifications for performing designated job functions. CONTRACTOR shall verify and disclose, or cause its employees and volunteers to verify and disclose, criminal history and any current criminal indictment for an offense against the person, an offense against the family, an offense involving public indecency under the Texas Penal Code as amended, or an offense under the Texas Controlled Substances Act, Chapter 481 of the Texas Health and Safety Code or comparable provisions in another state. This verification and disclosure shall be required for all staff having direct contact with COUNTY-placed children.

5. Individual Service Plan.

5.1 Each child placed with the CONTRACTOR shall have a written Individualized Service Plan (ISP) developed in concert with the child and mutually agreed upon by the appropriate CONTRACTOR staff, any psychologist working with the child, and any psychiatrist working with the child and consulting with or working for the CONTRACTOR, and appropriate COUNTY personnel within thirty (30) days of placement. A tentative ISP will be developed in concert with the above indicated persons prior to a child's admission.

5.2 The ISP shall be reviewed jointly by the appropriate CONTRACTOR staff, the child, any psychologist working with the child, any psychiatrist working with the child and consulting with or working for the CONTRACTOR and the appropriate COUNTY personnel at intervals specified by DFPS licensing standards, to assess the child's progress with modification of the ISP being made when indicated. Either the CONTRACTOR or COUNTY personnel may request a review, in writing, at any time.

5.3 The ISP shall contain the reasons why the placement will benefit the child; shall specify behavioral goals and objectives being sought for each child; shall state how the goals and objectives are to be achieved during the child's placement with the CONTRACTOR; and shall state how the parent(s), guardian(s), and where possible, grandparent(s) or other extended family members will be involved in the Individual Service Plan to assist in preventing or controlling the child's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

5.4 Copies of the original ISP and the periodic reviews are to be maintained by the CONTRACTOR and forwarded to the DIRECTOR .

5.5 The CONTRACTOR shall provide the DIRECTOR with a written report of the child's progress toward or achievement of goals/objectives contained in the ISP on a monthly basis. If mutually agreed to by CONTRACTOR and DIRECTOR, the frequency of progress reports may be based upon the current review period intervals appropriate for that specific child's level of care.

6. CONTRACTOR shall not release a child to any person or agency other than the DIRECTOR without the express consent of the DIRECTOR.

7 The DIRECTOR must approve a child's participation in any furloughs, home visits, or extended agency trips. Unless otherwise stipulated by the DIRECTOR, the child may visit freely with parents and relatives at the CONTRACTOR's facility in accordance with established CONTRACTOR policies.

8 CONTRACTOR must obtain prior written approval from the DIRECTOR before moving a child from one facility or foster home to another facility or foster home and document the approval in the child's record prior to the move. Written approval of the move shall be requested in a timely manner to allow for review by the DIRECTOR. When oral approval has been received from the DIRECTOR and documented in the child's file, failure to receive written approval of the move from the DIRECTOR shall not be construed as failure to receive approval. In the event of an emergency, and if prior approval cannot be obtained, the DIRECTOR shall be notified of the move within twenty-four (24) hours or by the next working day.

9 CONTRACTOR must provide at least ten (10) calendar days notice before discharging a child except when the child is a danger to self or others.

10 CONTRACTOR shall immediately notify the DIRECTOR when it is determined that a child placed with the CONTRACTOR by COUNTY is a danger to self or others and requires placement in another setting.

11 CONTRACTOR shall immediately notify the DIRECTOR when a child placed by COUNTY requires hospitalization.

12 CONTRACTOR shall notify the DIRECTOR immediately of any serious incident, illness, or unauthorized departure involving children placed by COUNTY. This notification is in addition to any other notifications required by CONTRACTOR's specific license to operate.

13 CONTRACTOR shall not use mechanical restraints on a child placed by COUNTY without prior written authorization from a physician except in life-threatening situations. Restraint shall be used only when necessary. The method of restraint used shall be in accordance with applicable licensing standards. The prior authorization or life-threatening situation must be documented in writing.

14 CONTRACTOR shall complete and submit Medicaid application upon initial date of placement to ensure the child's eligibility for Medicaid. CONTRACTOR is responsible for filing Medicaid paperwork within applicable deadlines. The COUNTY will not subsidize Medicaid payments or be responsible for medical expenses for a child who is Medicaid Eligible.

PART II – ADDITIONAL PROGRAM SPECIFICATIONS DETAIL FROM CONTRACTOR'S PROPOSAL:

1.0 Facility Program: Texas NeuroRehab Center (TNC) provides a comprehensive, interdisciplinary evaluation program for those challenging patients who could benefit from intensive testing, observation, and/or other assessment. Evaluations include recommendations for appropriate interventions and levels of care.

2.0 Facility Philosophy: TNC we understand the complications of meeting the complex needs of difficult-to-treat children, adolescents and adults. These needs can best be met only when they are thoroughly evaluated and understood. It is our goal to assemble an evaluation team that is uniquely suited to the needs of each patient. Following the assessment process, the evaluation team can then provide significant guidance for the patient, family, referral source, and the professionals who will provide ongoing care.

3.0 Evaluations: Based on each patient's individual needs and facilitated by a physician's orders, the following areas of concern may be addressed in a comprehensive evaluation:

3.1 A PSYCHIATRIC evaluation reviews and summarizes prior personal, family, medical, and pathology information. Also, based on observation and other assessments, current issues of psychiatric concern are determined.

3.2 PSYCHOLOGICAL assessments address issues of neurobehavioral and neuropsychological concern. Domains of testing for Neuropsychological include:

- General Intelligence & Achievement:
- Wechsler Intelligence Scale
- Test of Nonverbal Intelligence
- Wide Range Achievement Test

- Wechsler Individual Achievement Test Memory:
- Abbreviated Wechsler Memory Scale
- Abbreviated Test of Memory & Learning
- Rey Auditory Verbal Learning Test

Language & Communication:

- Controlled Oral Word Association Test
- Reitan Indiana Aphasia Screening Test
- Visuospatial
- Judgment of Line Orientation Test

Executive Functioning:

- Category Test
- Wisconsin Card Sorting Test

Sensorimotor:

- Tactile Finger Recognition
- Finger Tip Number Writing Perception
- Grip Strength
- Finger Oscillation Test
- Gross Visual Field Examination

Personality & Adaptive Behavior:

- Millon Adolescent Clinical Inventory
- Millon Adolescent Personality Inventory
- Minnesota Multiphasic Personality Inventory
- Children's Depression Inventory
- Multidimensional Anxiety Scale for Children
- Devereux Scale of Mental Disorders
- Vineland Adaptive Behavior Scales
- Beck Depression Inventory
- Beck Anxiety Inventory

4.0 Domains of assessment for SOCIAL WORK include:

4.1 Treatment History
4.2 Recreational, Educational, Vocational History
4.3 Psychosocial and behavioral factors impacting treatment
4.4 Impact of Physical, Sexual, and Emotional Abuse and Neglect
4.5 Patient Expectations regarding treatment

5.0 NURSING/MILIEU OBSERVATION - The nursing assessment includes:

5.1 monitoring of patient's hygiene,
5.2 nutrition,
5.3 sleep patterns,
5.4 behavior response to medications and overall physical condition.
5.5 Nursing also assists in the development of a plan of care addressing any of these areas and then to determine its effectiveness in the treatment of the individual patient.
5.6 Nursing provides ongoing care from admission to discharge, while observing and managing interaction styles, coping strategies and ability to follow rules and structure.

6.0 OCCUPATIONAL THERAPY evaluates the ability to perform activities of daily living as well as safety, cognition, sensation, tone, spasticity, range of motion, strength, pain, fine/gross motor coordination, utilization of and need for specialized equipment, activity tolerance, and energy conservation.

7.0 Issues related to SENSORY INTEGRATION DYSFUNCTION may also be assessed. Including:

7.1. Ability to tolerate or discriminate sensory stimuli from their bodies and their environments
7.2. Ability to self-regulate activity level
7.3. Ability to organize, time, & sequence motor skills
7.4. Ability to maintain postural control

8.0 PHYSICAL THERAPY evaluations assess functioning mobility and limitations. Assessments include strength, range of motion, tone, spasticity, motor planning, motor control, sensation, activity tolerance, cardiopulmonary response, balance, coordination, developmental sequencing, and utilization/need for equipment. Functional tasks that are assessed include bed mobility, transfers, gait, and mobility over uneven surfaces.

9.0 A SPEECH-LANGUAGE pathologist may use formal and informal assessments, including clinical observation. Assessment batteries are tailored to each patient's range of disabilities and level of functioning including:

9.1 Receptive and Expressive Language Functioning, Swallowing Ability, Voice, Fluency, and Intelligibility

10.0 SUBSTANCE ABUSE evaluations include information from both formal and informal assessment techniques, including interviews and observations.

11.0 COGNITIVE AND NEUROTHERAPY evaluations assess a patient's ability to attend to tasks, to persevere on tasks, and to limit distractibility.

12.0 School-age patients may have disabilities requiring special education.
Prior to developing an individualized education plan (IEP) a
comprehensive evaluation is completed, including an EDUCATIONAL diagnostic evaluation and academic skill and psycho educational assessment.

13.0 A THERAPEUTIC RECREATION evaluation seeks to understand a patient's leisure lifestyle. Information from patients, their families, and others, as well as more formalized assessment information is collected. Recommendations focus on the following:

13.1. Expanding Leisure Interests
13.2. Initiating Activities with Peer Groups
13.3. Socializing in Positive & Age-Appropriate Ways
13.4. Community Reintegration

14.0 A NUTRITIONAL evaluation may be con-ducted, especially when a patient has a nutritionally-related diagnosis (diabetes, renal, disorder, feeding problems, weight problems, food allergies, etc.).

15.0 A VOCATIONAL assessment may be conducted to evaluate a patient's vocational interests, abilities and work knowledge/attitude. This assessment may include the patient participating in a variety of vocational situations. Employment history, educational background, medical issues of concern, family/social background, physical/psychomotor capacities, vocational aptitudes and interests, and behavioral/emotional coping are all relevant sources of data.

16.0 INTEGRATIVE SUMMARIES AND RECOMMENDATIONS are formed by Clinical Case Managers at TNC, who have extensive experience summarizing and integrating multi-disciplinary evaluation results and recommendations. After a patient has completed TNC's comprehensive evaluation program, referral sources will receive individual reports from each discipline and an integrated summary complete with specific recommendations.

PART III - PERFORMANCE MEASURES:

1.0 Output Measures. Contract output shall be measured by CONTRACTOR'S satisfactory delivery of the promised services in accordance with the terms and conditions of the Contract, including, but not limited to, the following:

1.1 Provision of quality residential child care which ensures the health and safety of the child;
1.2 Provision of appropriate educational, recreational, and vocational activities;
1.3 Provision of behavior management, diagnostic services, and medically necessary health care services;
1.4 Maintenance of an Individual Service Plan for each child;
1.5 Preparation and delivery of a written progress report on each child's progress toward or achievement of goals/objectives contained in the ISP on a monthly basis;
1.6 Creation, preservation and maintenance of Records as required by the Contract;
1.7 Compliance with all applicable state, federal and local laws, rules, regulations, licensing requirements, and Level of Care standards;
1.8 Compliance with all terms and conditions of this Contract.

2.0 Outcome Measures. The outcome of CONTRACTOR'S service delivery shall be measured by the percentage of children under its care that are considered to have made progress toward their goals.

2.1 Goals. The Individual Service Plan for each child shall contain specific behavioral goals that are appropriate to the child and the services to be provided under the applicable level of care. The following nine domains should be used in setting the behavioral goals. A child is not required to have a goal in each domain; however, a child may have one or more different goals within the same domain.

2.1.1 Medical Domain. The medical domain is related to a child's physical health. It includes, but is not limited to, medication management, medication monitoring, and management of acute and chronic medical conditions.
2.1.2 Safety and Security Domain. The safety and security domain is characterized by the absence of harm to self and others and safety to self, others, and community. This domain includes, but is not limited to, self-harm, aggression, and destructive acts.
2.1.3 Recreational Domain. The recreational domain involves the child's ability to choose and participate in age-appropriate play and activities. This domain includes, but is not limited to, hobbies and sports.
2.1.4 Education Domain. The educational domain is related to a child's performance, progress, and conduct in the most appropriate and least restrictive academic or vocational setting.
2.1.5 Mental/Behavioral Health Domain. The mental/behavioral health domain refers to the behavioral and emotional functioning of the child, as well as any psychiatric symptomatology that may be present.
2.1.6 Relationship Domain. The relationship domain is characterized by, but is not limited to, a child's ability to trust, to form positive relationships, to function well as part of a family unit, as well as by the development and maintenance of age-appropriate social relationships.
2.1.7 Socialization Domain. The socialization domain is characterized by, but is not limited to, age-appropriate social behavior, problem solving, and social skills in various social settings.
2.1.8 Permanence Domain. The permanence domain is characterized by a child moving out of a substitute care system and remaining in the least restrictive environment in the community.

2.1.9 Parent and Child Participation Domain. The parent and child participation domain involves, but is not limited to, both the parent's and child's general satisfaction with services, their relationship with service providers, their participation in the Individualized Service Plan, and improvement in the relationship between the child and parents.

2.2 Measurement of Progress Toward Goals.

2.2.1 The six-point scale below shall be used to measure the child's progress towards the achievement of each goal contained in the Individual Service Plan.

+3 Goal achieved and maintained,
+2 Substantial improvement in behavior identified in the goal,
+1 Some improvement in behavior identified in the goal,
0 No decline or improvement in behavior identified in the goal,
-1 Some worsening in behavior identified in the goal; and
-2 Substantial worsening in behavior identified in the goal.

2.2.3 The child's progress will be assessed on each identified goal within the nine specified domains. If the child has shown improvement in 50% or more of the identified goal(s) as measured by a positive rating (+1, +2, or +3) during the monitoring period, the child will be considered to be progressing toward the goal(s).

2.3 Sanctions. If CONTRACTOR fails to achieve the defined goals, outcomes, strategies and outputs set by COUNTY or if CONTRACTOR fails to comply with the terms and conditions of this Contract, COUNTY may, at its discretion, take any one or more of the following actions:

2.3.1 cease placement of children;

2.3.2 remove children previously placed by COUNTY;

2.3.3 require CONTRACTOR to take specific corrective actions in order to comply with terms and conditions of the Contract;

2.3.4 suspend the contract in whole or in part until such time as CONTRACTOR is in compliance with all of the terms and conditions of the Contract;

2.3.5 terminate the contract;

2.3.6 exercise any other rights or remedies which may be available to COUNTY, at law or in equity.

ATTACHMENT B
FEE SCHEDULE

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

1. The daily rate for the **Comprehensive Evaluation Program will be: $375.00** p/client p/day which includes physician fees.

2. In addition to daily reimbursement as set out in this Fee Schedule, Attachment B, COUNTY shall reimburse CONTRACTOR for expenditures made for medical care and dental care for children placed by COUNTY if: (1) the medical care or dental care is not covered by Medicaid or other funding source, and (2) the expenditures are approved by COUNTY prior to the expenditures being made. Provided, however, that if prior approval is not possible or is impractical due to the immediate, urgent, or emergency nature of the need for medical or dental care, CONTRACTOR shall notify COUNTY of such expenditure(s) by the next working day.

3. Recognizing that a part of a child's rehabilitation program may include time away from the residential setting of CONTRACTOR such as weekends, holidays, etc., and that CONTRACTOR must retain space for this child until his/her return, COUNTY will pay CONTRACTOR the applicable daily reimbursement rate contained in the Rate Schedule for such regularly scheduled days away from CONTRACTOR or its program **providing they do not exceed (3) days at any one time. Any additional time over the basic 3 days require written authorization from a County authorized referral manager.**

4. If a child makes an unauthorized departure from CONTRACTOR'S facility, CONTRACTOR shall notify the DIRECTOR immediately. If the child returns to CONTRACTOR **within (3) days or prior to the last billing day of the month**, whichever shall occur first, and CONTRACTOR again accommodates the child upon his/her return in accordance with the terms and conditions of this Contract, then CONTRACTOR shall receive payment for those days the child was absent from CONTRACTOR'S facility, **providing they do not exceed (3) days at any one time. Any additional time over the basic 3 days require written authorization from a County authorized referral manager.** CONTRACTOR is under no obligation to retain space for the child in unauthorized departure situations.

5. In no event shall Sections 2 and 4 be construed to allow the CONTRACTOR to impose double billing on the COUNTY or to require the COUNTY, for any given day, to pay twice for the same space at CONTRACTOR'S facility.

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the **Contractor and to Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the **Contractor and Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

2. Employers' Liability limits are:

$500,000 bodily injury each accident
$500,000 bodily injury by disease
$500,000 policy limit

3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
   a. Waiver of Subrogation (Form 420304)
   b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
$500,000* per occurrence for coverage A and B with a
$1,000,000 policy aggregate

2. The Policy shall contain or be endorsed as follows:
   a. Blanket contractual liability for this Contract
   b. Independent Contractor Coverage

3. The Policy shall also include the following endorsements in favor of Travis County

4. a. Waiver of Subrogation (Form CG 2404)
   b. Thirty (30) day Notice of Cancellation (Form CG 0205)
   c. Travis County named as additional insured (Form CG 2010)

* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

$ 1,000,000 per occurrence with a
$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
   a. Waiver of Subrogation (Form TE 2046A)
   b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
   c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

$ 100,000/$300,000/$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of $1,000,000 per claim /$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.

3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than $5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: June 26, 2009
Name of Affiant: Ed Prettyman, Psy.D.
Title of Affiant: CEO
Business Name of Proponent: Neuro Institute of Austin, L.P.
County of Proponent: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".

5. Affiant has personally read Exhibit "1" to this Affidavit.

6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant

1106 W. DITTMAR RD
Address AUSTIN, TX 78745

SUBSCRIBED AND SWORN TO before me by June on 26th, 2009

Colleen M L

Notary Public, State of TEXAS

Typed or printed name of notary
My commission expires: 12-6-09

COLLEEN M. LEWIS
MY COMMISSION EXPIRES
December 6, 2009

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
June 3, 2009

CURRENT

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

CURRENT - continued

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Scott Wilson*	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB	
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.*	
Purchasing Agent Assistant III	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Rebecca Gardner	
Purchasing Agent Assistant III	Rosalinda Garcia	
Purchasing Agent Assistant III	Loren Breland	
Purchasing Agent Assistant III	David Walch*	
Purchasing Agent Assistant II	Donald E. Rollack	
Purchasing Agent Assistant II	Nancy Barchus, CPPB	
HUB Coordinator	Sylvia Lopez	
HUB Specialist..	Betty Chapa	
HUB Specialist..	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	
TNR	Chiddi N'Jie	
TNR	Steve Manilla	

FORMER EMPLOYEES

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

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

EXHIBIT 2
DISCLOSURE

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

NONE

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

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

   Do you have or do you anticipate having subcontractors under this proposed contract? ____YES _X_NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

[X] The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

[ ] The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor: Neuro Institute of Austin, L.P.

Vendor I.D. or Social Security No.: TIN 56-2274069

Ed Prettyman, Psy.D., CEO

Signature of Authorized Representative — Date: 6/25/09

Printed/Typed Name & Title of Authorized Representative

Updated-7-17-09 11:00am

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

8

Approved by: _____ Cyd V. Grimes 7/10/09

Voting Session: Tuesday, July 21, 2009

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING SEXUAL ASSAULT NURSE EXAMINER (SANE) SERVICES:

A) APPROVE MODIFICATION NO. 6 TO CONTRACT PS070028JT, AUSTIN TRAVIS COUNTY SANE, INC.

B) APPROVE MODIFICATION NO. 3 (TERMINATION NOTICE), TO CONTRACT PS070177JT, RACHEL HERRERA.

C) APPROVED AWARD OF CONTRACT PS090265VR, MOIRA FOLEY.

D) APPROVED AWARD OF CONTRACT PS090271VR, VERONICA C. KERN .

Points of Contact:

Purchasing: David Walch and Vania Ramaekers
Department: (SHERIFF'S OFFICE) Sheriff Greg Hamilton, Francisco Ordaz, Mary Swanson, Scott Burroughs
County Attorney (when applicable): Jim Connolly
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro and Jose Palacios
Other: N/A

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

  The SANE administrative contract manages the approved list of certified nurses to be used by the Sheriff's Office in the event that these specialized nursing services are needed. Modification No. 6 to contract PS070028JT replaces Attachment F, which is the updated list of certified nurses for FY2009.

  Modification No. 3 to contract PS070177JT provides the notice to terminate contract with Rachell Herrera, a nurse no longer available to provide services.

  Contracts PS090265VR & PS090271VR are new contracts, which add nurses to the certified approved list.

updated-7-17-09 11:00am

The Office of the Attorney General (OAG) sets the rates that may be charged for these services. In addition, such services are reimbursable by the OAG, up to a maximum $700 per occurance with a correctly submitted form.

These contracts are for professional services and therefore exempt from competitive bidding and competitive proposal requirements in the County Purchasing Act, TEX. LOC. GOVT CODE ANN. SEC. 262.023. An exemption order for medical services was approved by the court on September 12, 2000.

With approval and subject to continued funding by the Commissioners Court, these contracts shall automatically renew each October 1 for a term of one year.

Contract Expenditures: Within the last 12 months $20,437.50 has been spent against all contracts in this program.

- **Contract-Related Information:**
  - Award Amount: $0.00 (Estimated quantity)
  - Contract Type: (Professional Services Agreement)
  - Contract Period: 08/14/07 - 9/30/09 (auto renewal)

- **Contract Modification Information:**
  - Modification Amount: $0.00 (Firm Amount) (Add'l. comments)
  - Modification Type: N/A
  - Modification Period:

- **Solicitation-Related Information:**
  - Solicitations Sent: N/A Responses Received: N/A
  - HUB Information: Not Applicable % HUB Subcontractor: N/A

- **Special Contract Considerations:**
  - ☐ Award has been protested; interested parties have been notified.
  - ☐ Award is not to the lowest bidder; interested parties have been notified.
  - ☐ Comments:

- **Funding Information:**
  - ☐ Purchase Requisition in H.T.E.: N/A
  - ☒ Funding Account(s): 001-3725-563-6313
  - ☒ Comments: On an as needed basis

- **Statutory Verification of Funding:**

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

updated-7-17-09 11:00am

Greg Hamilton, Travis County Sheriff

MEMORANDUM

RECEIVED
TRAVIS COUNTY
2009 JUN -9 PM 1:11
PURCHASING
OFFICE

DATE: June 5, 2009

TO: Phyllis Clair, Major, Sheriff's Office

THROUGH: Francisco Ordaz, Finance Director, Sheriff's Office

FROM: Mary Swanson, Lead Accountant, Sheriff's Office MS

SUBJECT: Austin/Travis County Sexual Assault/Forensic Nurse Examiners

The purpose of this memorandum is to request your approval for the May 27, 2009 update of the Austin/Travis County Sexual Assault/Forensic Nurse Examiners contract list, which terminates the contract for Rachel Herrera and adds contracts for Veronica C. Kern and Moira Foley consistent with the modification of Contract Number: PS070028JT – (SANE) Sexual Assault Nurse.

If you have any questions, please contact Mary Swanson at 512-854-9873.

☑ Approved _____ Signature 6/9/09 Date

☐ Denied _____ Signature _____ Date

Attachments:
Attachment F Revised Austin/Travis County Sexual Assault/Forensic Nurse Examiners (May 27, 2009).
Modification of Contract Number: PS070028JT – (SANE) Sexual Assault Nurse.

updated-7-17-09 11:00am

MODIFICATION OF CONTRACT NUMBER: PS070177JT – (SANE) Sexual Assault Nurse Examiners Services PAGE 1 OF 1 PAGES

updated-7-17-09 11:00am

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **VANIA RAMAEKERS** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **November 29, 2009**
ISSUED TO: Rachael Herrerra 107 South Treasure Oaks Austin, Texas 78641	MODIFICATION NO.: **3**	EXECUTED DATE OF ORIGINAL CONTRACT: November 27, 2006

ORIGINAL CONTRACT TERM DATES: **11/27/06 -09/30/07** CURRENT CONTRACT TERM DATES: **10/1/08 -09/30/09**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ As Needed Current Modified Amount $ N/A

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

A. Pursuant to section 6 "Termination," the above referenced contract may be terminated by either party at any time by giving thirty (30) days written notice to the other party hereto of the intention to terminate.

B. This modification serves as official notification that subject contract is hereby terminated effective thirty (30) days from receipt of this notice.

Note to Vendor:

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

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

LEGAL BUSINESS NAME: _____ BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY: Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 11/10/09
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

MODIFICATION OF CONTRACT NUMBER: PS070028JT – (SANE) Sexual Assault Nurse Examiners Services PAGE 1 OF 2 PAGES

updated-7-17-09 11:00am

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Vania Ramaekers** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **May 27, 2009**
ISSUED TO: Austin Travis County Sexual Assault Nurses Examiners Attn: Carolyn Dale 900 E. 30th Street Suite 206 Austin, Texas 78705	MODIFICATION NO.: **6**	EXECUTED DATE OF ORIGINAL CONTRACT: November 27, 2006

ORIGINAL CONTRACT TERM DATES: **11/27/06 -09/30/07** CURRENT CONTRACT TERM DATES: **10/01/08 –Until Terminated**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ As Needed Current Modified Amount $ N/A .

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

1) In accordance with Section 7.0, Amendments, Attachment F, SANE Nurse Roster, of the contract is hereby deleted in its entirety and replaced with the revised Attachment F dated May 27, 2009.

2) Replacement of Attachment F constitutes:

   a. Termination of Rachel Herrera's Contract
   b. Addition of contracts for Veronica C. Kern and Moira Foley.

Note to Vendor:

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

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

LEGAL BUSINESS NAME: Austin/Travis County SANE BY: _____ SIGNATURE BY: Carolyn Dale, RN, SANE-A PRINT NAME TITLE: President ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE: 6/30/09
TRAVIS COUNTY, TEXAS BY: Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 7/10/09
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

RECEIVED
TRAVIS COUNTY

2009 JUL -7 AM 9:17

PURCHASING
OFFICE

updated-7-17-09 11:00am

ATTACHMENT F
REVISED
AUSTIN/TRAVIS COUNTY SEXUAL ASSAULT/FORENSIC NURSE EXAMINERS
(May 27, 2009)

Name	Title	Home	Cell	Pager	E Mail
Dale, Carolyn PS070029JT	RN, MA, SANE-A		512-750-9568		carolyndale@hotmail.com
Kremer, Christie PS070030JT	RN, MSN, SANE-A	512-836-7838	512-415-6143		ckremer@austin.rr.com
Gibbs, Julie PS070031JT	RN, SANE-A		512-203-0566		jgibbsrn@hotmail.com
Sifuentes, Linda PS070033JT	RN, SANE		512-785-2349	314-3862	procardia1@aol.com
Martin, Anne PS070176JT	RN, MSN, MSSW, SANE	512-327-5676	512-632-0623		eawm1@msn.com
Black, Jenny PS070334VR	RN, SANE	512-339-4437	512-203-6416		madrona@texas.net
Gann, Kathleen PS070335VR	RN, SANE-A		512-917-0415		katgann1@austin.rr.com
Herrera, Rachael PS070177JT **TERMINATED**	RN, SANE	512-260-9242	512-636-9124		rachaelherrera@sbcglobal.net
Veronica C. Kern PS090271VR **NEW**	RN, SANE		512-350-8809		veronicakern@yahoo.com
Moira Foley PS090265VR **NEW**	RN, SANE		504-231-7990		moirafol@yahoo.com

PROFESSIONAL SERVICES AGREEMENT/CONTRACT

BETWEEN

TRAVIS COUNTY

AND

VERONICA C. KERN

FOR

SEXUAL ASSAULT NURSE EXAMINER SERVICES

CONTRACT NO. PS090271VR

Travis County Purchasing Office

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STATE OF TEXAS §
§
COUNTY OF TRAVIS §

PROFESSIONAL SERVICES AGREEMENT FOR SEXUAL ASSAULT NURSE EXAMINERS (SANE) SERVICES

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and, Veronica C. Kern (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of certified Sexual Assault Nurse Examiners to perform specialized forensic examinations for sexual assault victims and evidence collection for persons twelve (12) and older if male, and pubescent and beyond if female: and to also include suspect examinations and blood/body fluid collections;

WHEREAS, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide the services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3 "County Auditor" means Travis County Auditor Susan Spataro or her successor.

1.4 "Parties" mean Travis County and Veronica C. Kern.

1.5 "Is doing business" and "has done business" mean:

1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

1.5.3 **but does not include**

1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1. 6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "Sheriff" means the Honorable Gregory Hamilton, the Travis County Sheriff, or his successor.

1.8 "Client" means a sexual assault victim.

1.9 "Contract Funds" means all funds paid by County pursuant to Section 4.0 of this Contract.

1.10 "Department" means the Travis County Sheriff's Office.

1.11 "Fiscal Year" means the County fiscal year, currently that period beginning on October 1 of one year and continuing through September 30 of the following year.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2009, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the SHERIFF and may rely on all factual information supplied by the SHERIFF in response to these requests. However SHERIFF shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding $100,000.00

> The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed $100,000.00

3.11 Level of Service. Contractor will ensure the provision of timely and quality professional services which will meet or exceed applicable licensing and regulatory standards applicable to the service provided.

3.12 Independent Contractor. The parties expressly acknowledge and agree that contractor is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Contractor shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: NA-As needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. CONTRACTOR shall invoice COUNTY monthly for services performed pursuant to this Contract. Invoices shall be submitted by the 10th of the month immediately following the month in which the services were rendered. Invoices shall contain the following information.

4.4.1 Name of Travis County Client for whom payment is requested (masked by confidentiality);

4.4.2 Description of Services provided;

4.4.3 Rate of Services; and

4.4.4 Total Amount

The Contractor shall attach the appropriate supporting documentation, when necessary, for each client for whom payment is requested. Original invoices shall be sent to:

Travis County Sheriff's Office-Fiscal
PO Box 1748
Austin, TX 78767
Fax 512/854-9185

4.5 Overpayment and Disallowed Payments.

4.5.1 CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.5.2 CONTRACTOR expressly acknowledges and agrees that Contractor shall be liable to County for any payments disallowed pursuant to financial, performance and compliance audit(s) with respect to Contract Funds. Contractor further acknowledges and agrees that reimbursement to County of any disallowed payments shall be paid by Contractor from funds other than Contract Funds.

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and
4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Contract and this Contract shall not be so construed.

4.13 Funding Limitation. It is understood and agreed that funding for any County "fiscal year" following the Initial Term of this Contract is conditioned upon the approval by the Commissioners Court of continued funding during the budget process for such fiscal year. In no event shall any provision of this Contract be interpreted to obligate the County beyond the funds approved by the Commissioners Court for this Contract for any County fiscal year/budget period.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to SEXUAL ASSAULT NURSE EXAMINER SERVICES IN accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to

client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5. 3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR **will** become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

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

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the SHERIFF with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

7.7.2.1	Attachment A – Scope of Services & Performance Measures
7.7.2.2	Attachment B – Fee Schedule
7.7.2.3	Attachment C – Insurance Requirements
7.7.2.4	Attachment D – Ethics Affidavit including: Exhibit 1 - List of Key Contracting Persons Exhibit 2 – Disclosure
7.7.2.5	Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. (or her successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

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

The Honorable Gregory Hamilton (or his successor in office)
Travis County Sheriff
PO Box 1748
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Veronica C. Kern
8304 Winterstein Dr.
Austin, Texas 78745

7.9 Change of Names. If a change of name is required by Contractor, the Purchasing Agent and Sheriff shall be notified in writing immediately. No change in the obligation of or to Contractor will be recognized until it is approved by the Commissioner's Court.

7.10 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.11 Authority: The SHERIFF or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The SHERIFF shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The SHERIFF may designate representatives to transmit instructions and receive information.

7.12 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Executive Manager within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Executive Manager. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.13 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.12, Contractor shall notify the Executive Manager, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within

the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.14 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the SHERIFF.

7.15 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.16 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.16.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.16.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.16.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.17 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and insure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.18 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18.1 Political Activity. Contractor shall not use any of the performance under this Contract or any portion of the Contract Funds for any activity related to the result of an election for public office.

7.18.2 Sectarian Activity. Contractor shall ensure that activities performed under this Contract shall be carried on in a manner free from religious influence. Contractor shall not execute any agreement with any primarily religious organization to receive Contract Funds from Contractor unless the agreement includes provisions, as provided by County, to effectuate this assurance. Contractor shall submit such agreements to County prior to the release of Contract Funds.

7.18.3 Publicity. When appropriate as determined by Sheriff, Contractor shall publicize the services and activities of Contractor under this Contract in any publicity prepared or distributed by or for Contractor by the County. When appropriate as determined by Contractor, Sheriff shall publicize the services and activities of the Contractor under this Contract in any publicity prepared or distributed by or for County by the Contractor.

7.19 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.20 Certificate of Contractor. The Contractor certifies that neither the Contractor nor any members of the Contractor's firm nor any Subcontractor has:

7.20.1 Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for the Contractor) to solicit or secure the work provided by the Contract.

7.20.2 Agreed, as an expressed or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Contract.

7.20.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for the Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Contract.

7.20.4 Been suspended or debarred from federal or state procurement.

The Contractor further agrees that this certification may be furnished to any local, state or federal government agencies in connection with this Contract and for those portions of the program involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

7.21 Interpretational Guidelines

7.21.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.21.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

7.21.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

7.22 County Monitoring. The Contractor will be monitored by the Sheriff (or his designee) for compliance with the requirements of this Contract.

7.23 Conflict of Interest Questionnaire:

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

7.24 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

VERONICA C. KERN

By: VERONICA C KERN RN, SANE
Name and Title (Printed)

Date: 6/18/09

TRAVIS COUNTY

By: Samuel T. Biscoe
Travis County Judge

Date:

Approved as to Legal Form By:
Assistant County Attorney

Funds Verified By:
County Auditor

Approved by Purchasing: 7/10/09
Cyd Grimes, C.P.M., Purchasing Agent

ATTACHMENT A
SCOPE OF SERVICES

Contractor shall provide forensic sexual assault examination and evidence collection services for COUNTY. Contractor will practice within the guidelines and bylaws of the ATC Program and shall follow the Policy and Procedure for SANE nurses providing care through St. David's Medical Center.

Under the terms and conditions of this agreement, Contractor shall conduct sexual assault examinations and suspect examinations as requested and directed by Travis County Sheriff's Office (TCSO).

Once a SANE examination is approved by law enforcement, the charge nurse of the Emergency Department is notified by law enforcement to contact the SANE on call. The call schedule and contact numbers are located in the Doctor On-Call Book in the Nurse's Station in the Emergency Department. There is an expectation of 7 day/24 hour coverage.

When it is deemed necessary to utilize a SANE for collection of forensic evidence from a suspect, the protocol will be to contact the on-call SANE nurse to collect the evidence. A SANE will contact the appropriate law enforcement officer and arrange for the evidence collection, as needed by law enforcement.

Contractor shall meet and maintain all minimum requirements set by the federal, state, and local law, rules and regulations during the term of this Contract, including but not limited to, licensing and training requirements.

Contractor agrees that once a forensic exam is begun it must be continuous until completed.

The SANE will arrive within one hour of activation upon request of TCSO.

Contractor shall submit an invoice to TCSO upon the rendition of services in accordance with the Contract. TCSO will provide a W-9 Taxpayer Identification Form to the billing SANE for their signature.

Contractor shall provide and maintain malpractice insurance, at his/her own expense, with companies admitted to do business in the State of Texas.

Contractor shall maintain all professional records, including verification of insurance and licensing. This information shall be available to any representative of TCSO for review at any reasonable time.

It is understood by this Agreement that Contractor shall be at all times an independent contractor and is not an agent or employee of the County or TCSO. It is also understood by this Agreement that Contractor has the professional ability and expertise, and any necessary professional degrees, licenses, or certifications and is willing to provide theses services to COUNTY.

Definitions:

Sexual Assault Examination: The use of a sexual assault evidence collection kit designed for the purpose of gathering biological and trace evidence from a victim who is deemed to have been sexually assaulted withing ninety six hours of either presenting himself/herself to a hospital or notifying TCSO, and, after interviewing/reporting, it is deemed necessary to utilize a forensic examination with evidence collection. A forensic examination includes obtaining a history from the patient, a detailed head-to-toe physical examination looking for trauma, a detailed ano-genital examination looking for trauma, and th collection of evidence. The examination may include the use of a colposcope and video/printing/photography. This examination includes any laboratory results and the presentation of any video prints/photographs obtained during the forensic examination, including any written interview documents, graphs, charts, or opinions, and the packaged evidence included inside the sexual assault evidence collection kit.

Suspect Examination: The use of a suspect evidence collection kit designed for the purpose of gathering biological and trace evidence, as well as biological samples from a person who has been identified as a suspect of a sexual assault/abuse. Upon request of TCSO, this examination would include any written interview documents, graphs, charts, or opinions, and the packaged biological samples and/or evidence included inside the suspect evidence collection kit.

Blood/Body Fluid Collection: The collection of blood/body fluids for forensic analysis/biological sampling of any person, victim or suspect. This would include use of either a sexual assault evidence collection kit or a suspect evidence collection kit and the appropriate forensic paperwork, and maintenance of chain-of-custody.

Forensic Evaluation: A forensic sexual assault examination without biological evidence collection designed for the purpose of gathering physical evidence, documentation of the presence of physical trauma to a victim who is deemed to have been sexually assaulted, after presenting himself/herself to a hospital or notifying TCSO, and after interviewing/reporting, it is deemed necessary to utilize a forensic examiner for the purposes of a forensic examination. A forensic exam may include the use of a colposcope and video printing/photography, a history from the patient, a detailed head-to-toe physical examination looking for trauma, and a detailed ano-genital examination looking for trauma with the precise injury documentation, laboratory results and including any written interview documents, graphs, charts, or opinions.

ATTACHMENT B
FEE SCHEDULE

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor as follows:

A. Sexual Assault Exams

CPT Codes	Amount	Description
99285	$195.00	Sexual Assault Exam, without use of colposcopy
99499	$106.00	Evaluation & Management
57542	$233.00	Sexual Assault Exam, with use of colposcopy
46600	$71.00	Anoscopy
99000	$20.00	Specimen Handling
36415	$20.00	Venipuncture
99050	$20.00	After Hours (4:30PM-10:00PM Mon-Sat)
99056	$39.00	Sunday or Holiday
99052	$39.00	Night Hours (10:00PM-8:00AM Mon-Sat)
99170	$128.00	Anogenital Exam
99199	$100.00	Anogenital exam utilizing digital photography (high resolution) - in adult females, adult males, or children suspected of trauma.

In addition to the above CPT Codes, other CPT Codes approved by the Office of Attorney General for the purposes of a SANE exam will be paid at the current reimbursement rate set by the Office of Attorney General.

B. Sexual Assault Examination (Call-out with no exam performed), the sum of two hundred dollars ($200.00).

C. Suspect Examination, (Including collection of Blood/Body Fluid), the sum of one hundred seventy-five dollars ($175.00).

D. Suspect Examination (Call-out with no examination performed), the sum of seventy-five dollars $75.00.

E. Forensic Evaluation, the sum of one hundred fifty dollars ($150.00).

F. Forensic Evaluation (Call-out with no examination performed), the sum of one hundred fifty dollars ($150.00).

G. Blood/Body Fluid Collection ONLY, (From suspect), the sum of one hundred dollars ($100.00).

H. Blood/Body Fluid Collection ONLY, (Call-out with no examination performed), the sum of seventy five dollars ($75.00).

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the **Contractor and to Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

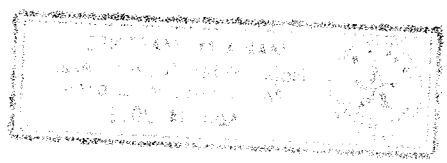
A. Transportation / Personal Auto

If NO transportation service (s) of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of **$ 100,000/$300,000/$50,000** may be provided in lieu of Business Automobile Liability Insurance.

B. Professional Liability and/or E & O Insurance

1. Minimum Limit: $1,000,000 per Occurrence,

2. If coverage is written on claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.



ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 6/18/09
Name of Affiant: VERONICA C KERN
Title of Affiant: RN, SANE
Business Name of Proponent:
County of Proponent:

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".

5. Affiant has personally read Exhibit "1" to this Affidavit.

6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant

8304 WINTERSTEIN DR, AUSTIN, TX 78745
Address

SUBSCRIBED AND SWORN TO before me by Veronica Kern on 6/18, 2009

MARIA M. MARTINEZ
Notary Public, State of Texas
My Commission Expires
April 04, 2012

Notary Public, State of Texas

Typed or printed name of notary
My commission expires: 4.4.12

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
April 1, 2009

CURRENT

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

CURRENT - continued

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Scott Wilson*	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB	
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.*	
Purchasing Agent Assistant III...	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III...	Michael Long, CPPB	
Purchasing Agent Assistant III...	Rebecca Gardner	
Purchasing Agent Assistant III...	Rosalinda Garcia	
Purchasing Agent Assistant III...	Loren Breland	
Purchasing Agent Assistant II....	Donald E. Rollack	
Purchasing Agent Assistant II....	Nancy Barchus, CPPB	
HUB Coordinator	Sylvia Lopez	
HUB Specialist.	Betty Chapa	
HUB Specialist.	Jerome Guerrero	
Purchasing Business Analyst.....	Scott Worthington	
TNR	Chiddi N'Jie	
TNR	Steve Manilla	

FORMER EMPLOYEES

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

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

EXHIBIT 2
DISCLOSURE

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

_____

_____

_____

_____

_____

_____

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

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

   Do you have or do you anticipate having subcontractors under this proposed contract? ____YES ____NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

☐ The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

☐ The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

_____

_____

_____

_____

Signature of Authorized Representative Date

Printed/Typed Name & Title of Authorized Representative

PROFESSIONAL SERVICES AGREEMENT/CONTRACT

BETWEEN

TRAVIS COUNTY

AND

MOIRA FOLEY

FOR

SEXUAL ASSAULT NURSE EXAMINER SERVICES

CONTRACT NO. PS090265VR

Travis County Purchasing Office

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STATE OF TEXAS §
§
COUNTY OF TRAVIS §

PROFESSIONAL SERVICES AGREEMENT FOR SEXUAL ASSAULT NURSE EXAMINERS (SANE) SERVICES

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and, Moira Foley (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of certified Sexual Assault Nurse Examiners to perform specialized forensic examinations for sexual assault victims and evidence collection for persons twelve (12) and older if male, and pubescent and beyond if female: and to also include suspect examinations and blood/body fluid collections;

WHEREAS, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide the services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3 "County Auditor" means Travis County Auditor Susan Spataro or her successor.

1.4 "Parties" mean Travis County and Moira Foley.

1.5 "Is doing business" and "has done business" mean:

1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

1.5.3 **but does not include**

1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1. 6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "Sheriff" means the Honorable Gregory Hamilton, the Travis County Sheriff, or his successor.

1.8 "Client" means a sexual assault victim.

1.9 "Contract Funds" means all funds paid by County pursuant to Section 4.0 of this Contract.

1.10 "Department" means the Travis County Sheriff's Office.

1.11 "Fiscal Year" means the County fiscal year, currently that period beginning on October 1 of one year and continuing through September 30 of the following year.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2009, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the SHERIFF and may rely on all factual information supplied by the SHERIFF in response to these requests. However SHERIFF shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding $100,000.00

> The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed $100,000.00

3.11 Level of Service. Contractor will ensure the provision of timely and quality professional services which will meet or exceed applicable licensing and regulatory standards applicable to the service provided.

3.12 Independent Contractor. The parties expressly acknowledge and agree that contractor is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Contractor shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: NA-As needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. CONTRACTOR shall invoice COUNTY monthly for services performed pursuant to this Contract. Invoices shall be submitted by the 10th of the month immediately following the month in which the services were rendered. Invoices shall contain the following information.

4.4.1 Name of Travis County Client for whom payment is requested (masked by confidentiality);

4.4.2 Description of Services provided;

4.4.3 Rate of Services; and

4.4.4 Total Amount

The Contractor shall attach the appropriate supporting documentation, when necessary, for each client for whom payment is requested. Original invoices shall be sent to:

Travis County Sheriff's Office-Fiscal
PO Box 1748
Austin, TX 78767
Fax 512/854-9185

4.5 Overpayment and Disallowed Payments.

4.5.1 CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.5.2 CONTRACTOR expressly acknowledges and agrees that Contractor shall be liable to County for any payments disallowed pursuant to financial, performance and compliance audit(s) with respect to Contract Funds. Contractor further acknowledges and agrees that reimbursement to County of any disallowed payments shall be paid by Contractor from funds other than Contract Funds.

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and
4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Contract and this Contract shall not be so construed.

4.13 Funding Limitation. It is understood and agreed that funding for any County "fiscal year" following the Initial Term of this Contract is conditioned upon the approval by the Commissioners Court of continued funding during the budget process for such fiscal year. In no event shall any provision of this Contract be interpreted to obligate the County beyond the funds approved by the Commissioners Court for this Contract for any County fiscal year/budget period.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to SEXUAL ASSAULT NURSE EXAMINER SERVICES IN accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to

client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5. 3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR **will** become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

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

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the SHERIFF with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

7.7.2.1	Attachment A – Scope of Services & Performance Measures
7.7.2.2	Attachment B – Fee Schedule
7.7.2.3	Attachment C – Insurance Requirements
7.7.2.4	Attachment D – Ethics Affidavit including: Exhibit 1 - List of Key Contracting Persons Exhibit 2 – Disclosure
7.7.2.5	Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. (or her successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

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

The Honorable Gregory Hamilton (or his successor in office)
Travis County Sheriff
PO Box 1748
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Moira Foley
8600 North FM 620 Apt. # 1927
Austin, Texas 78726

7.9 Change of Names. If a change of name is required by Contractor, the Purchasing Agent and Sheriff shall be notified in writing immediately. No change in the obligation of or to Contractor will be recognized until it is approved by the Commissioner's Court.

7.10 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.11 Authority: The SHERIFF or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The SHERIFF shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The SHERIFF may designate representatives to transmit instructions and receive information.

7.12 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Executive Manager within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Executive Manager. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.13 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.12, Contractor shall notify the Executive Manager, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within

the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.14 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the SHERIFF.

7.15 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.16 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.16.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.16.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.16.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.17 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and insure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.18 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18.1 Political Activity. Contractor shall not use any of the performance under this Contract or any portion of the Contract Funds for any activity related to the result of an election for public office.

7.18.2 Sectarian Activity. Contractor shall ensure that activities performed under this Contract shall be carried on in a manner free from religious influence. Contractor shall not execute any agreement with any primarily religious organization to receive Contract Funds from Contractor unless the agreement includes provisions, as provided by County, to effectuate this assurance. Contractor shall submit such agreements to County prior to the release of Contract Funds.

7.18.3 Publicity. When appropriate as determined by Sheriff, Contractor shall publicize the services and activities of Contractor under this Contract in any publicity prepared or distributed by or for Contractor by the County. When appropriate as determined by Contractor, Sheriff shall publicize the services and activities of the Contractor under this Contract in any publicity prepared or distributed by or for County by the Contractor.

7.19 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.20 Certificate of Contractor. The Contractor certifies that neither the Contractor nor any members of the Contractor's firm nor any Subcontractor has:

7.20.1 Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for the Contractor) to solicit or secure the work provided by the Contract.

7.20.2 Agreed, as an expressed or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Contract.

7.20.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for the Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Contract.

7.20.4 Been suspended or debarred from federal or state procurement.

The Contractor further agrees that this certification may be furnished to any local, state or federal government agencies in connection with this Contract and for those portions of the program involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

7.21 Interpretational Guidelines

7.21.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.21.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

7.21.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

7.22 County Monitoring. The Contractor will be monitored by the Sheriff (or his designee) for compliance with the requirements of this Contract.

7.23 Conflict of Interest Questionnaire:

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

7.24 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

MOIRA FOLEY

By: M H Foley
MOIRA H FOLEY, RN, CGN, CPEN (ISANKA)
Name and Title (Printed)

Date: 6/11/09

Travis County

By: Samuel T. Biscoe
Travis County Judge

Date:

Approved as to Legal Form By: Jim Connolly
Assistant County Attorney

Funds Verified By:
County Auditor

Approved by Purchasing: Cyd V. Grimes 7/10/09
Cyd Grimes, C.P.M., Purchasing Agent

ATTACHMENT A
SCOPE OF SERVICES

Contractor shall provide forensic sexual assault examination and evidence collection services for COUNTY. Contractor will practice within the guidelines and bylaws of the ATC Program and shall follow the Policy and Procedure for SANE nurses providing care through St. David's Medical Center.

Under the terms and conditions of this agreement, Contractor shall conduct sexual assault examinations and suspect examinations as requested and directed by Travis County Sheriff's Office (TCSO).

Once a SANE examination is approved by law enforcement, the charge nurse of the Emergency Department is notified by law enforcement to contact the SANE on call. The call schedule and contact numbers are located in the Doctor On-Call Book in the Nurse's Station in the Emergency Department. There is an expectation of 7 day/24 hour coverage.

When it is deemed necessary to utilize a SANE for collection of forensic evidence from a suspect, the protocol will be to contact the on-call SANE nurse to collect the evidence. A SANE will contact the appropriate law enforcement officer and arrange for the evidence collection, as needed by law enforcement.

Contractor shall meet and maintain all minimum requirements set by the federal, state, and local law, rules and regulations during the term of this Contract, including but not limited to, licensing and training requirements.

Contractor agrees that once a forensic exam is begun it must be continuous until completed.

The SANE will arrive within one hour of activation upon request of TCSO.

Contractor shall submit an invoice to TCSO upon the rendition of services in accordance with the Contract. TCSO will provide a W-9 Taxpayer Identification Form to the billing SANE for their signature.

Contractor shall provide and maintain malpractice insurance, at his/her own expense, with companies admitted to do business in the State of Texas.

Contractor shall maintain all professional records, including verification of insurance and licensing. This information shall be available to any representative of TCSO for review at any reasonable time.

It is understood by this Agreement that Contractor shall be at all times an independent contractor and is not an agent or employee of the County or TCSO. It is also understood by this Agreement that Contractor has the professional ability and expertise, and any necessary professional degrees, licenses, or certifications and is willing to provide theses services to COUNTY.

Definitions:

Sexual Assault Examination: The use of a sexual assault evidence collection kit designed for the purpose of gathering biological and trace evidence from a victim who is deemed to have been sexually assaulted withing ninety six hours of either presenting himself/herself to a hospital or notifying TCSO, and, after interviewing/reporting, it is deemed necessary to utilize a forensic examination with evidence collection. A forensic examination includes obtaining a history from the patient, a detailed head-to-toe physical examination looking for trauma, a detailed ano-genital examination looking for trauma, and th collection of evidence. The examination may include the use of a colposcope and video/printing/photography. This examination includes any laboratory results and the presentation of any video prints/photographs obtained during the forensic examination, including any written interview documents, graphs, charts, or opinions, and the packaged evidence included inside the sexual assault evidence collection kit.

Suspect Examination: The use of a suspect evidence collection kit designed for the purpose of gathering biological and trace evidence, as well as biological samples from a person who has been identified as a suspect of a sexual assault/abuse. Upon request of TCSO, this examination would include any written interview documents, graphs, charts, or opinions, and the packaged biological samples and/or evidence included inside the suspect evidence collection kit.

Blood/Body Fluid Collection: The collection of blood/body fluids for forensic analysis/biological sampling of any person, victim or suspect. This would include use of either a sexual assault evidence collection kit or a suspect evidence collection kit and the appropriate forensic paperwork, and maintenance of chain-of-custody.

Forensic Evaluation: A forensic sexual assault examination without biological evidence collection designed for the purpose of gathering physical evidence, documentation of the presence of physical trauma to a victim who is deemed to have been sexually assaulted, after presenting himself/herself to a hospital or notifying TCSO, and after interviewing/reporting, it is deemed necessary to utilize a forensic examiner for the purposes of a forensic examination. A forensic exam may include the use of a colposcope and video printing/photography, a history from the patient, a detailed head-to-toe physical examination looking for trauma, and a detailed ano-genital examination looking for trauma with the precise injury documentation, laboratory results and including any written interview documents, graphs, charts, or opinions.

ATTACHMENT B
FEE SCHEDULE

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor as follows:

A. Sexual Assault Exams

CPT Codes	Amount	Description
99285	$195.00	Sexual Assault Exam, without use of colposcopy
99499	$106.00	Evaluation & Management
57542	$233.00	Sexual Assault Exam, with use of colposcopy
46600	$71.00	Anoscopy
99000	$20.00	Specimen Handling
36415	$20.00	Venipuncture
99050	$20.00	After Hours (4:30PM-10:00PM Mon-Sat)
99056	$39.00	Sunday or Holiday
99052	$39.00	Night Hours (10:00PM-8:00AM Mon-Sat)
99170	$128.00	Anogenital Exam
99199	$100.00	Anogenital exam utilizing digital photography (high resolution) - in adult females, adult males, or children suspected of trauma.

In addition to the above CPT Codes, other CPT Codes approved by the Office of Attorney General for the purposes of a SANE exam will be paid at the current reimbursement rate set by the Office of Attorney General.

B. Sexual Assault Examination (Call-out with no exam performed), the sum of two hundred dollars ($200.00).

C. Suspect Examination, (Including collection of Blood/Body Fluid), the sum of one hundred seventy-five dollars ($175.00).

D. Suspect Examination (Call-out with no examination performed), the sum of seventy-five dollars $75.00.

E. Forensic Evaluation, the sum of one hundred fifty dollars ($150.00).

F. Forensic Evaluation (Call-out with no examination performed), the sum of one hundred fifty dollars ($150.00).

G. Blood/Body Fluid Collection ONLY, (From suspect), the sum of one hundred dollars ($100.00).

H. Blood/Body Fluid Collection ONLY, (Call-out with no examination performed), the sum of seventy five dollars ($75.00).

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the **Contractor and to Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

A. Transportation / Personal Auto

If NO transportation service (s) of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of **$ 100,000/$300,000/$50,000** may be provided in lieu of Business Automobile Liability Insurance.

B. Professional Liability and/or E & O Insurance

1. Minimum Limit: $1,000,000 per Occurrence,

2. If coverage is written on claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 06/11/2009
Name of Affiant: MOIRA H. FOLEY
Title of Affiant: RN, CEN, CPEN, SANE-A
Business Name of Proponent:
County of Proponent: TRAVIS

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".

5. Affiant has personally read Exhibit "1" to this Affidavit.

6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

M H Foley, RN, SANE-A
Signature of Affiant
8600 N. FM 620, #1927, AUSTIN, TX 78726
Address

SUBSCRIBED AND SWORN TO before me by Moira H Foley on June 11, 2009
Patricia Estrada

PATRICIA ESTRADA
Notary Public
STATE OF TEXAS
Commission Exp. 09-28-2012

Notary Public, State of

Typed or printed name of notary
My commission expires:

PATRICIA ESTRADA
Notary Public
STATE OF TEXAS
Commission Exp. 09-28-2012

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
April 1, 2009

CURRENT

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

CURRENT - continued

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Scott Wilson*	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB	
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.*	
Purchasing Agent Assistant III	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Rebecca Gardner	
Purchasing Agent Assistant III	Rosalinda Garcia	
Purchasing Agent Assistant III	Loren Breland	
Purchasing Agent Assistant II	Donald E. Rollack	
Purchasing Agent Assistant II	Nancy Barchus, CPPB	
HUB Coordinator	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	
TNR	Chiddi N'Jie	
TNR	Steve Manilla	

FORMER EMPLOYEES

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

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

EXHIBIT 2
DISCLOSURE

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

_____

_____

_____

_____

_____

_____

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

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

   Do you have or do you anticipate having subcontractors under this proposed contract? ____YES ____NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

☐ The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

☐ The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor		Vendor I.D. or Social Security No.
MOIRA H. FOLEY		
M.H.Foley	6.11.09	
Signature of Authorized Representative	Date	Printed/Typed Name & Title of Authorized Representative

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

9

updated-07/09 11:00am

Approved by: Cyd V. Grimes 7/13/09

Voting Session: Tuesday, July 21, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR WELLS BRANCH PKWY AND THERMAL DR. SIDEWALK IMPROVEMENTS PROJECT, IFB NO. B090259-JW, TO THE LOW BIDDER, CEDA-TEX SERVICES. (TNR).

Points of Contact:

Purchasing: Jason G. Walker
Department: (TNR), Joe Gieselman, Executive Director; Steve Manilla; Miguel Villarreal
County Attorney (when applicable): Chris Gilmore
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro, Jose Palacios
Other:

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COUNTY JUDGE'S OFFICE
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- **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 project is to make improvements to the current sidewalks on Wells Branch Parkway (from Loop 1 (Mopac) to IH-35) and Thermal Drive (from Wells Branch Parkway to Howard Lane) in order to bring them up to current accessibility standards.
- This project is funded through multiple allocations to the County from Capital Metro as a recipient to their Build Central Texas grant. The following year allocations are to be used: 1995, 1999, 2000, 2001, 2002, 2003, 2004, 2006, 2008 and 2009.
- Subject IFB opened on June 17, 2009, with sixteen (16) bids received in response to the solicitation. However, the low bidder, Ceda-Tex Services, submitted an incorrect extended amount for Bid Item #7 on their bid proposal. (see attached entitled "III Bid Requirements, A. Bid Proposal, Page 63 of 110). According to the IFB, Section 2.13;

  ...For the purpose of evaluating bids and determining the low responsible Bidder, the quantities listed in the plans and project manual, along with the unit prices submitted by Bidders shall be used...

- For the base bid, Ceda-Tex Services submitted a total amount of $223,586.00. The base bid amount has been corrected to $223,505.00, a difference of $81.00, for which Travis County is choosing to award, along with Alternates 1 and 2.

- Additionally, the extended amount for Base Bid Item #4 is $720.00, however, the unit price provided is $12.00. Given the quantity for this bid item is 6, rather than to correct the extended amount to $12.00, the unit price has been corrected to $120.00. This correction was made in this way due to the same Spec. Item No. with the Alternate 1 Bid having a unit price of $120.00.

- TNR has reviewed the bids and recommends, and Purchasing concurs with, the award of a contract to the low bidder, Ceda-Tex Services, utilizing the corrected amount of $474,193.00 The amount Ceda-Tex Services submitted was $474,274.00. The difference is $81.00. Ceda-Tex Services has been notified of their error and of the corrective measures taken and have no objections.

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

  ☒ Not applicable

- **Contract-Related Information:**

  Award Amount: $427,193.00 (Estimated quantity)
  Contract Type: Construction
  Contract Period: 160 working days after issuance of Notice to Proceed

- **Contract Modification Information:**

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

- **Solicitation-Related Information:**

  Solicitations Sent: via FTP site Responses Received: 16
  HUB Information: Vendor is a HUB % HUB Subcontractor: 24.2%

- **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.: 470226
  ☒ Funding Account(s): 125-4941-621-8165; 189-4941-621-8165; 255-4941-621-8165; 485-4941-621-8165

updated-7-17-09 11:00am

☒ Comments: Total construction budget: $1,086,000.00 as verified through PBO by Jessica Rio, TNR's PBO analyst

- **Statutory Verification of Funding:**
  ☒ Contract Verification Form: Funds Verified ___ Not Verified _X_ by Auditor.

updated-7-17-09 11:00am

updated-7-17-09 11:00am

Galvan 7-9-09 MB

updated-7-17-09 11:00am

RECEIVED
TRAVIS COUNTY
2009 JUL -9 AM 9:00
PURCHASING OFFICE

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

June 30, 2009

MEMORANDUM

TO: Marvin Brice, Assistant County Purchasing Agent

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

SUBJECT: Wells Branch Parkway and Thermal Drive Sidewalk Improvements
CONTRACT NO. 09K00259JW
IFB NO. B090259-JW

The following information is for your use in preparing a request to Commissioners Court to award a Construction Contract for the Wells Branch Parkway and Thermal Drive Sidewalk Improvements project. Below TNR Financial Services indicates fund sources and availability. Please contact me at 854-9429 if you have questions or need additional information.

Proposed Motion:
Consider and take appropriate action on a request to approve a Construction Contract with Ceda-Tex Services for improvements to Wells Branch Parkway and Thermal Drive Sidewalk improvements, in Precinct 2.

Summary and Staff Recommendations:
The scope of this project is to make improvements to the current sidewalks on Wells Branch Parkway and Thermal Drive to bring them up to current accessibility standards. The project limits on Wells Branch Parkway are from Loop 1 (Mopac) to IH-35 and on Thermal Drive the project limits are from Wells Branch Parkway to Howard Lane.

County Purchasing advertised the IFB for this project in May 2009 and held the bid opening on June 17, 2009. The engineer's estimate was $ 568,911.00 for the Base Bid, $275,982.00 for Alternate #1, and $ 238,717.50 for Alternate #2 with a project total of $1,083,610.50.

Bids were received from 16 firms. The lowest bid was received from Ceda Tex Services; $223,505.00 for the Base Bid, $337,163.00 for Alternate #1, $ 90,030.00 for Alternate #2, with a project total bid of $427,193.00. TNR recommends award of the contract to Ceda Tex

Budgetary and Fiscal Issues:
WELLS BRANCH PARKWAY/ THERMAL DRIVE SIDEWALK
REQUISITION #470226

ACCOUNT NUMBER	PROJECT NUMBER	AMOUNT	COMM/SUB-COMM
125-4941-621-8165	M00125	$ 20,631.00	968/102
125-4941-621-8165	M01125	$ 4,197.00	968/102
189-4941-621-8165	M95189	$ 76,516.00	968/102
255-4941-621-8165	M99255	$ 99,957.00	968/102
485-4941-621-8165	M02485	$ 8,703.00	968/102
485-4941-621-8165	M03485	$ 4,893.00	968/102
485-4941-621-8165	M03485	$ 1,671.00	968/102
485-4941-621-8165	M04485	$310,973.00	968/102
485-4941-621-8165	M06485	$130,032.00	968/102
485-4941-621-8165	M08485	$374,127.00	968/102
Total Construction Base Bid and ALT #1 and ALT #2		$1,031,700.00	
485-4941-621-8165	M09485	$ 54,300.00	968/105
Total Retain 5%		$54,300.00	

Total Budget: $ 1,086,000.00

Issues and Opportunities:
The award of the Base and Alternates 1 and 2 will enable us to bring the existing sidewalk on Thermal Dr and Wells Branch Parkway up to current accessibility standards on both sides of each road within the project limits.

Given the Ceda Tex's past performance, a separate memo will be forthcoming requesting a contract modification to the A/E vendor Klotz Associates, Contract No. 08AE0209LP for additional Construction Administration services needed for project delivery. Klotz Associates is the design engineering firm for this project and has capacity to supplement our "in-house" project construction inspection.

Background:
Locations of sidewalk that do not meet current accessibility standards were previously identified by TNR Road and Bridge staff. A current Professional Services Agreement

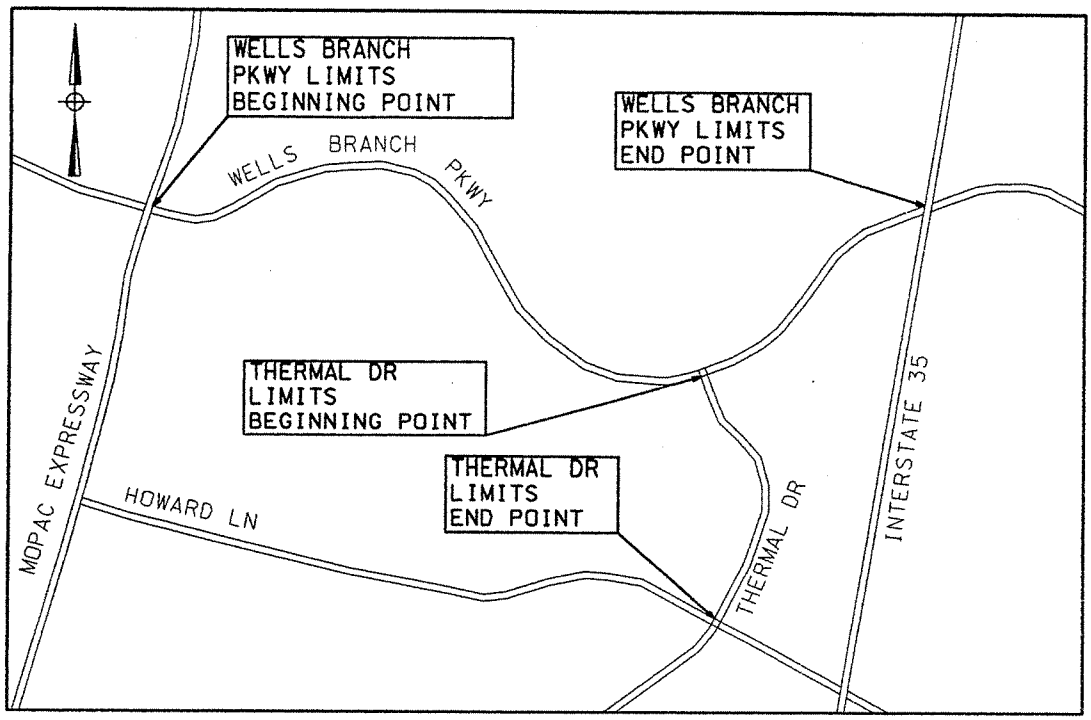
updated-7-17-09 11:00am

(PSA) with Klotz Associates produced construction drawings that identified these areas of sidewalk that require improvements.

Attachments:
Vicinity Map
Bid Tabulation

CC:
Chris Gilmore, Assistant County Attorney
Jessica Rio, PBO
Cynthia McDonald & Donna Williams-Jones, TNR Financial Services
Miguel Villarreal, P.E., TNR Project Manager

updated-7-17-09 11:00am



LOCATION MAP
N.T.S.

Wells Branch Parkway and Thermal Drive Sidewalk Improvements, Vicinity Map

updated-7-17-09 11:00am

updated-7-17-09 11:00am

BASE BID – WESTBOUND WELLS BRANCH PKWY & THERMAL DR. SIDEWALK IMPROVEMENTS
IFB No. B090259-JW CONTRACT No. 09K00259JW

Bid Item	Spec. Item No. *	Bid Quantity	Unit	Description	Unit Price	Amount
1	104S-A	100	SF	Remove P.C. Concrete Curb, complete and in place, per square foot.	$ 4.00	$ 400
2	104S-C	920	SF	Remove P.C. Concrete Sidewalks and Driveways, complete in place, per square foot.	$ 3.80	$ 3496
3	SP104S-M	120	SF	Remove Existing Median Island, complete in place, per square foot.	$ 3.80	$ 456
4	SP104S-TH	6	EA	Remove Trip Hazard, complete in place, per each.	$120.00 ea $ 120.00	$ 720
5	315S-A-2	470	SY	Mill Asphaltic Pavement to a Two Inch Depth, complete in place, per square yard.	$ 15.40	$ 7238
6	340S-A	5	TON	Replace Hot Mix Asphaltic Concrete Pavement, Type C, complete in place, per Ton.	$ 150.00	$ 750
7	340S-B	405	SY	Replace Hot Mix Asphaltic Concrete Pavement, Two Inch Depth, Type D, complete in place, per square yard.	$ 16.00	$6480 $ 6561
8	411S	1	EA	Resurface Existing Concrete Sidewalk, complete in place, per each.	$ 350.00	$ 350
9	430S-B	65	LF	Install P.C. Concrete Curb and Gutter (Fine Grading), complete in place, per lineal foot.	$ 8.00	$ 520
10	432S-RP	21	EA	Remove and Replace P.C. Sidewalk Curb Ramp with Pavers, complete in place, per each.	$ 500.00	$ 10500
11	432S-RP	1	EA	Remove P.C. Sidewalk Curb Ramp with Pavers, complete in place, per each.	$ 100.00	$ 100
12	432S-RP-1B	4	EA	Install P.C. Sidewalk Curb Ramp with Pavers, Type 1B, complete in place, per each.	$ 450.00	$ 1800
13	432S-RP-C	3	EA	Install P.C. Sidewalk Combined Curb Ramp with Pavers, complete in place, per each.	$ 500.00	$ 1500
14	432S-RR	3	EA	Install P.C. Sidewalk Rise Ramp, Six Feet Long, complete in place, per each.	$ 500.00	$ 1500
15	432S-4	700	SF	Install P.C. Concrete Sidewalks, Four Inch Thickness, complete in place, per square foot.	$ 3.80	$ 2660

FB

BASE BID – WESTBOUND WELLS BRANCH PKWY & THERMAL DR. SIDEWALK IMPROVEMENTS
IFB No. B090259-JW CONTRACT No. 09K00259JW

Bid Item	Spec. Item No. *	Bid Quantity	Unit	Description	Unit Price	Amount
16	432SR-4	34,815	SF	Reconstruct Concrete Sidewalks to Four Inch Thickness, Including Removal of Existing Sidewalk, complete in place, per square foot.	$ 3.80	$ 132297.00
17	SP432S-RPR	1	EA	Detectable Warning Pavers, complete in place, per each.	$ 300	$ 300.00
18	433S-C	1,940	SF	Remove and Replace Type II P.C. Concrete Driveway, complete in place, per square foot.	$ 5.80	$ 11252.00
19	480SNS	20	SF	Install Concrete Paver Units for Sidewalks, complete in place, per square foot.	$ 10	$ 200.00
20	602S-B	100	SY	Install St. Augustine Block Sodding, complete in place, per square yard.	$ 5.00	$ 500.00
21	628S-D	14	EA	Install Filter Curb Inlet Protection (Existing Inlet), complete in place, per each.	$ 49.50	$ 693.00
22	633S-A	875	SF	Landgrading, complete in place, per square foot.	$ 0.60	$ 525.00
23	642S	5,805	LF	Install Silt Fence for Erosion Control, complete in place, per lineal foot.	$ 1.20	$ 6966.00
24	700S-TM	1	LS	Mobilize Personnel and Equipment to Project Site, complete in place, per lump sum.	$ 10000.00	$ 10000.00
25	803S-MO LS	2	MO	Install, maintain, and remove Barricades, Signs, and Traffic Handling, complete in place, per month. LUMP SUMP	$ 6500	$ 6500.00
26	803S-SF	6,475	LF	Install, maintain, and remove Safety Fencing, complete in place, per lineal foot.	$ 1.20	$ 7770.00
27	860S-A	1,350	LF	Install pavement marking paint, Twelve Inches (White), complete in place, per lineal foot.	$ 1.46	$ 1971.00
28	860S-A	160	LF	Install pavement marking paint, Twenty Four Inches (White), complete in place, per lineal foot.	$ 3.25	$ 520.00
29	874S-A	1,460	LF	Eliminate Existing Pavement Markings Twelve Inches (White), complete in place, per lineal foot.	$ 2.85	$ 4161.00
30	874S-A	175	LF	Eliminate Existing Pavement Markings Twenty Four Inches (White), complete in place, per lineal foot.	$ 5.60	$ 980.00

ADD NO 1

updated-7-17-09 11:00am

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ALTERNATE 1 – EASTBOUND WELLS BRANCH PKWY SIDEWALK IMPROVEMENTS
IFB No. B090259-JW CONTRACT No. 09K00259JW

Bid Item	Spec. Item No. *	Bid Quantity	Unit	Description	Unit Price	Amount
1	104S-C	240	SF	Remove P.C. Concrete Sidewalks and Driveways, complete in place, per square foot.	$ 1.20	$ 288
2	SP104 S-TH	6	EA	Remove Trip Hazard, complete in place, per each.	$ 120.00	$ 720
3	111S	10	CY	Excavation of Earthen Embankment, complete in place, per cubic yard.	$ 25.00	$ 250
4	132S-A	10	CY	Embankment, in-situ, complete in place, per cubic yard.	$ 25.00	$ 250
5	315S-A-2	765	SY	Mill Asphaltic Pavement to a Two Inch Depth, complete in place, per square yard.	$ 13.40	$ 10251
6	340S-B	740	SY	Replace Hot Mix Asphaltic Concrete Pavement, Two Inch Depth, Type D, complete in place, per square yard.	$ 9.50	$ 7030
7	411S	1	EA	Resurface Existing Concrete Sidewalk, complete in place, per each.	$ 350	$ 350
8	430S-B	5	LF	Install P.C. Concrete Curb and Gutter (Fine Grading), complete in place, per lineal foot.	$ 18.00	$ 90
9	432S-4	1,620	SF	Install P.C. Concrete Sidewalks, Four Inch Thickness, complete in place, per square foot.	$ 3.80	$ 6156
10	432S-RP	14	EA	Remove and Replace P.C. Sidewalk Curb Ramp with Pavers, complete in place, per each.	$ 500	$ 7000
11	432S-RP	3	EA	Remove P.C. Sidewalk Curb Ramp with Pavers, complete in place, per each.	$ 100	$ 300
12	432S-RP-1	1	EA	Install P.C. Sidewalk Curb Ramp with Pavers, Type 1, complete in place, per each.	$ 450	$ 450
13	432S-RP-1B	1	EA	Install P.C. Sidewalk Curb Ramp with Pavers, Type 1B, complete in place, per each.	$ 500	$ 500
14	432S R-4	11,675	SF	Reconstruct Concrete Sidewalks to Four Inch Thickness, Including Removal of Existing Sidewalk, complete in place, per square foot.	$ 3.80	$ 44365
15	433S-C	935	SF	Remove and Replace Type II P.C. Concrete Driveway, complete in place, per square foot.	$ 5.80	$ 5423

BASE BID – WESTBOUND WELLS BRANCH PKWY & THERMAL DR. SIDEWALK IMPROVEMENTS IFB No. B090259-JW CONTRACT No. 09K00259JW						
Bid Item	**Spec. Item No. ***	**Bid Quantity**	**Unit**	**Description**	**Unit Price**	**Amount**
SUBTOTAL BASE BID – WELLS BRANCH PKWY & THERMAL DR. SIDEWALK IMPROVEMENTS						~~$223,586.00~~ $223,505.00

* - Texas Department of Transportation Specification Number

TWO HUNDRED TWENTY THREE THOUSAND, FIVE HUNDRED EIGHTY SIX **Dollars and**
(Print or Type Dollar Amount)

ZERO **Cents**
(Print or Type Cents Amount)

TAX EXEMPT TOTAL	$ 193100.00	NON-TAX EXEMPT TOTAL	$ 30576.00
Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.		**Non-Tax exempt costs** are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.	

NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Base Bid Amount.

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ALTERNATE 1 – EASTBOUND WELLS BRANCH PKWY SIDEWALK IMPROVEMENTS
IFB No. B090259-JW CONTRACT No. 09K00259JW

Bid Item	Spec. Item No. *	Bid Quantity	Unit	Description	Unit Price	Amount
16	602S-B	30	SY	Install St. Augustine Block Sodding, complete in place, per square yard.	$ 5.00	$ 150.00
17	628S-D	13	EA	Install Filter Curb Inlet Protection (Existing Inlet), complete in place, per each.	$ 48.00	$ 624.00
18	640S	240	SF	Install Mortared Rock Wall, complete in place, per square foot.	$ 20	$ 4800.00
19	642S	2,080	LF	Install Silt Fence for Erosion Control, complete in place, per lineal foot.	$ 1.40	$ 2912.00
20	700S-TM	1	LS	Mobilize Personnel and Equipment to Project Site, complete in place, per lump sum.	$ 1500	$ 1500
21	803S-MO	1	MO	Install, maintain, and remove Barricades, Signs, and Traffic Handling, complete in place, per month.	$ 2500.00	$ 2500.00
22	803S-SF	4,815	LF	Install, maintain, and remove Safety Fencing, complete in place, per lineal foot.	$ 1.20	$ 5778.00
23	860S-A	90	LF	Install pavement marking paint, Four Inches (White), complete in place, per lineal foot.	$ 1.20	$ 108.00
24	860S-A	2,460	LF	Install pavement marking paint, Twelve Inches (White), complete in place, per lineal foot.	$ 1.40	$ 3444.00
25	860S-A	265	LF	Install pavement marking paint, Twenty Four Inches (White), complete in place, per lineal foot.	$ 3.40	$ 901.00
26	874S-A	2,205	LF	Eliminate Existing Pavement Markings Twelve Inches (White), complete in place, per lineal foot.	$ 2.80	$ 6174.00
27	874S-A	240	LF	Eliminate Existing Pavement Markings Twenty Four Inches (White), complete in place, per lineal foot.	$ 5.60	$ 1344
Subtotal – ALTERNATE 1 **EASTBOUND WELLS BRANCH PKWY SIDEWALK IMPROVEMENTS**						$ 113658.00
GRAND TOTAL = BASE BID + ALTERNATE 1						$ 337244.00

*** - Texas Department of Transportation Specification Number**

THREE HUNDRED THIRTY-SEVEN THOUSAND TWO HUNDRED AND FOURTY-FOUR **Dollars and**

(Print or Type Dollar Amount)

ZERO **Cents**

(Print or Type Cents Amount)

TAX EXEMPT TOTAL	$ 294,668.00	NON-TAX EXEMPT TOTAL	$ 42,576
Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.		**Non-Tax exempt costs** are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.	

NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Base Bid Amount.

updated-7-17-09 11:00am

ALTERNATE 2 – NORTHBOUNDTHERMAL DR. SIDEWALK IMPROVEMENTS
IFB No. B090259-JW CONTRACT No. 09K00259JW

Bid Item	Spec. Item No. *	Bid Quantity	Unit	Description	Unit Price	Amount
1	432S-4	7,530	SF	Install P.C. Concrete Sidewalks, Four Inch Thickness, complete in place, per square foot.	$ 3.80	$ 28614.00
2	432S-RP	1	EA	Remove and Replace P.C. Sidewalk Curb Ramp with Pavers, complete in place, per each.	$ 500	$ 500.00
3	432S-RP-1	4	EA	Install P.C. Sidewalk Curb Ramp with Pavers, complete in place, per each.	$ 450	$ 1800.00
4	432S R-4	6,115	SF	Reconstruct Concrete Sidewalks to Four Inch Thickness, Including Removal of Existing Sidewalk, complete in place, per square foot.	$ 3.80	$ 23237.00
5	433S-C	4,070	SF	Remove and Replace Type II P.C. Concrete Driveway, complete in place, per square foot.	$ 5.80	$ 23606
6	610S-A	150	LF	Install Protective Fencing Type A Chain Link Fence, complete in place, per lineal foot.	$ 1.40	$ 210.00
7	628S-D	5	EA	Install Filter Curb Inlet Protection (Existing Inlet), complete in place, per each.	$ 49	$ 245.00
8	642S	2,130	LF	Install Silt Fence for Erosion Control, complete in place, per lineal foot.	$ 1.20	$ 2556.00
9	700S-TM	1	LS	Mobilize Personnel and Equipment to Project Site, complete in place, per lump sum.	$ 2500.00	$ 2500.00
10	803S-MO	1	MO	Install, maintain, and remove Barricades, Signs, and Traffic Handling, complete in place, per month.	$ 2000.00	$ 2000.00
11	803S-SF	2,830	LF	Install, maintain, and remove Safety Fencing, complete in place, per lineal foot.	$ 1.40	$ 3962.00
12	644 2056 (TXDOT)	2	EA	Replace Small Roadside Sign Supports and Assemblies, complete in place, per each.	$ 400	$ 800
Subtotal – ALTERNATE 2 **NORTHBOUND THERMAL DR. SIDEWALK IMPROVEMENTS**						$ 90030.00
GRAND TOTAL = BASE BID + ALTERNATE 1 + ALTERNATE 2						$ 427274.00

*** - Texas Department of Transportation Specification Number**

FOUR HUNDRED AND TWENTY-SEVEN THOUSAND TWO HUNDRED AND SEVENTY-FOUR **Dollars and**

(Print or Type Dollar Amount)

ZERO **Cents**

(Print or Type Cents Amount)

$372,515.00/68

TAX EXEMPT TOTAL	$ 372595.00	NON-TAX EXEMPT TOTAL	$ 54678.00
Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.		**Non-Tax exempt costs** are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.	

Note: Following listed Abbreviations used for proposed units:

CY = Cubic Yard	LF = Lineal Foot	STA = Stations
AC = Acre	EA = Each	SY = Square Yards
GAL =Gallon	LS = Lump Sum	LBS = Pounds
TONS = Tons	SF = Square Feet	MO = Month
1000 G = Thousand Gallons		

Travis County reserves the right to award a contract or contracts to the lowest responsive bidder or bidders, to award entire programs or portions of programs, or to award no contract at all, at the discretion of the County Commissioners Court.

BASE BID

The Bidder is (check one of the following and insert information requested),

V A. A corporation organized and existing under the laws of the State of TEXAS; or

_____B. A partnership organized and existing under the laws of the State of _____; or

_____C. An individual doing business under an assumed name registered under the laws of the State of _____:

Has complied with Instructions to Bidders, examined the Bidding Documents dated MAY 2009 is familiar with all the conditions relating to the proposed project, and has received Addenda Numbers NONE through _____, and has included their provisions in the Bid upon these premises.

ATTACHMENTS

The undersigned has attached the following, which are a condition of the bid:

1. Attachment 3: Ethics Affidavit-Statement of Compliance with the Travis County Ethics Policy (including: Exhibit A: List of Key Contracting Persons and EXHIBIT B: Contractor Acknowledgement)
2. Attachment 4: Safety Record Questionnaire
3. Attachment 5: Storm water Pollution Prevention Plan Compliance Agreement
4. Attachment 6: Environmental Compliance and Safety Record Questionnaire
5. Attachment 7: HUB Subcontracting Participation Declaration Form
6. Attachment 8: Determination of Good Faith Effort Checklist
7. Attachment 14: Certificate of Secretary (if Bidder is a corporation)
8. Bid Guaranty (Bid Bond or casher's check) Certification

updated-7-17-09 11:00am

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SIGNATURES

A. IF BIDDER IS AN INDIVIDUAL:

By: _____ _____
(Signature of individual authorized to sign) (Printed name of individual)

Doing Business as: _____

Business Address _____

Telephone No: _____

Submitted on: _____, 20____

B. IF BIDDER IS A PARTNERSHIP:

By: _____ _____
(Signature of person(s) authorized to sign) (Printed name of person(s))

(General partner) _____

(General partner) _____

(General partner) _____

Business Address _____

Telephone No: _____

Submitted on: _____, 20____

C. IF BIDDER IS A CORPORATION:

By: CEDA - TEX SERVICES
(Corporation name)

TEXAS
(State of incorporation)

By: MJNziramasanga M J NZIRAMASANGA
(Signature of person authorized to sign) (Printed name of person authorized to sign)

SECretary
(title)

Corporate seal

Attest:

(Secretary)
MJNziramasanga

Business Address 1703 Dungan Lane Austin Tx 78754
Telephone No: 512 389 0155
Submitted on: 6/17, 2009

updated-7-17-09 11:00am

updated-7-17-09 11:00am

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract")) is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and CEDA-TEX SERVICES (the "Contractor") and shall be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of WELLS BRANCH PKWY. & THERMAL DR. SIDEWALK IMPROVEMENTS in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked WELLS BRANCH PKWY. & THERMAL DR. SIDEWALK IMPROVEMENTS (IFB NO. B090259-JW), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that he/she is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (IFB NO. B090259-JW)

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of WELLS BRANCH PKWY. & THERMAL DR. SIDEWALK IMPROVEMENTS in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (IFB NO. B090259-JW) to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (IFB NO. B090259-JW) represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within fourteen (14) calendar days, and to complete the within 160 working days, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of $427,193.00 consisting of $372,515.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and $54,678.00 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within thirty (30) calendar days from

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updated-7-17-09 11:00am

the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor shall maintain internal records to verify the division. The Contractor shall make these records available upon the request of the Travis County Auditor.

This contract shall be construed according to the laws of the State of Texas. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project shall be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS _____ DAY OF _____, YEAR_____.

TRAVIS COUNTY, TEXAS

CEDA-TEX SERVICES
CONTRACTOR NAME

BY:_____
TRAVIS COUNTY JUDGE

BY:_____

APPROVED AS TO FORM:

_____
TRAVIS COUNTY ATTORNEY

APPROVED:

_____
COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

_____
COUNTY AUDITOR, TRAVIS COUNTY

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GM200I13
Fiscal Year 2009

TRAVIS COUNTY
Account Balance Inquiry

7/13/09
11:34:55

updated-7-17-09 11:00am

Account number	125-4941-621.81-65	
Fund	125	TRANSIT MOBILITY GRANT
Department	49	TNR (TRANS & NATRL RESRC)
Division	41	ROAD & BRIDGE MAINTENANCE
Activity basic	62	INFRA-ENV SCVS (TRNS&RDS)
Sub activity	1	TNR (TRANS & NATRL RESRC)
Element	81	CAPITAL OUTLAY
Object	65	PURCH SVC INFRASTRUCTR SW

Original budget	0	
Revised budget	24,828	03/31/2009
Actual expenditures - current	.00	
Actual expenditures - ytd	.00	
Unposted expenditures	.00	
Encumbered amount	.00	
Unposted encumbrances	.00	
Pre-encumbrance amount	.00	
Total expenditures & encumbrances	.00	0.0%
Unencumbered balance	24,828.00	100.0

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

updated-7-17-09 11:00am

GM200I13
Fiscal Year 2009

7/13/09
11:35:58

TRAVIS COUNTY
Account Balance Inquiry

Account number	189-4941-621.81-65	
Fund	189	TRANSIT MOBILITY
Department	49	TNR (TRANS & NATRL RESRC)
Division	41	ROAD & BRIDGE MAINTENANCE
Activity basic	62	INFRA-ENV SCVS (TRNS&RDS)
Sub activity	1	TNR (TRANS & NATRL RESRC)
Element	81	CAPITAL OUTLAY
Object	65	PURCH SVC INFRASTRUCTR SW

Original budget	0	
Revised budget	76,518	03/31/2009
Actual expenditures - current	.00	
Actual expenditures - ytd	.00	
Unposted expenditures	.00	
Encumbered amount	.00	
Unposted encumbrances	.00	
Pre-encumbrance amount	.00	
Total expenditures & encumbrances:	.00	0.0%
Unencumbered balance	76,518.00	100.0

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

updated-7-17-09 11:00am

updated-7-17-09 11:00am

GM200I13
Fiscal Year 2009

TRAVIS COUNTY
Account Balance Inquiry

7/13/09
11:36:16

updated-7-17-09 11:00am

Account number	255-4941-621.81-65	
Fund	255	B G A S C P
Department	49	TNR (TRANS & NATRL RESRC)
Division	41	ROAD & BRIDGE MAINTENANCE
Activity basic	62	INFRA-ENV SCVS (TRNS&RDS)
Sub activity	1	TNR (TRANS & NATRL RESRC)
Element	81	CAPITAL OUTLAY
Object	65	PURCH SVC INFRASTRUCTR SW

Original budget	0	
Revised budget	101,638	01/02/2009
Actual expenditures - current	.00	
Actual expenditures - ytd	.00	
Unposted expenditures	.00	
Encumbered amount	.00	
Unposted encumbrances	.00	
Pre-encumbrance amount	.00	
Total expenditures & encumbrances	.00	0.0%
Unencumbered balance	101,638.00	100.0

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

updated-7-17-09 11:00am

GM200I13
Fiscal Year 2009

7/13/09
11:36:34

TRAVIS COUNTY
Account Balance Inquiry

updated-7-17-09 11:00am

Account number	485-4941-621.81-65	
Fund	485	REGIONAL MOBILITY & TRANS
Department	49	TNR (TRANS & NATRL RESRC)
Division	41	ROAD & BRIDGE MAINTENANCE
Activity basic	62	INFRA-ENV SCVS (TRNS&RDS)
Sub activity	1	TNR (TRANS & NATRL RESRC)
Element	81	CAPITAL OUTLAY
Object	65	PURCH SVC INFRASTRUCTR SW

Original budget	0	
Revised budget	2,343,600	04/08/2009
Actual expenditures - current	.00	
Actual expenditures - ytd	61,858.88	
Unposted expenditures	.00	
Encumbered amount	51,441.12	
Unposted encumbrances	.00	
Pre-encumbrance amount	.00	
Total expenditures & encumbrances	113,300.00	4.8%
Unencumbered balance	2,230,300.00	95.2

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

updated-7-17-09 11:00am

updated-7-17-09 11:00am

PURCHASE REQUISITION NBR: 0000470226

STATUS: NEEDS ADDITIONAL INFO
REASON: 53934 SIDEWALKS-CIP ATTN: JASON WALKER

DATE: 5/01/09

REQUISITION BY: BRUNILDA CRUZ 854-7679

DELIVER BY DATE: 5/01/09

SHIP TO LOCATION: AS INDICATED BELOW

SUGGESTED VENDOR: 51699 CEDA TEX SERVICES INC

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONSTRUCTION SERVICES FOR THE WELLS BRANCH PARKWAY/THERMAL DRIVE SIDEWALK. ********** CAPITAL METRO (BGAP GRANT) COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: SERVICES SIDEWALK CONST.	405833.35	DOL	1.0000	405833.35	
2	5% RETAIANGE COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: RETAINAGE SIDEWALK CONST	21359.65	DOL	1.0000	21359.65	

REQUISITION TOTAL: 427193.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00149318288165	CAPITAL OUTLAY PURCH SVC INFRASTRUCTR SW		100.00	405833.35
2	48549416218165	CAPITAL OUTLAY PURCH SVC INFRASTRUCTR SW	M08485 FY 08 BUILD CENTX-CAP MET	100.00	21359.65
					427193.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20090501 RT COURT

updated-7-17-09 11:00am

Bid Item Number	TECH SPEC. ITEM	Wells Branch Parkway and Thermal Dr Sidewalk **Base Bid**	QTY	UNIT	Engineer's Estimate UNIT PRICE	Engineer's Estimate TOTAL	Ceda-Tex Services UNIT PRICE	Ceda-Tex Services TOTAL	Smith Contracting UNIT PRICE	Smith Contracting TOTAL	Myers UNIT PRICE	Myers TOTAL	Westar Construction UNIT PRICE	Westar Construction TOTAL	Cactus Concrete UNIT PRICE	Cactus Concrete TOTAL
1	104S-A	Remove P.C. Concrete Curb	100	SF	$10	$1,000.00	$8.00	$800.00	$5.00	$500.00	$5.90	$590.00	$3.00	$300.00	$15.00	$1,500.00
2	104S-C	Remove P.C. Concrete Sidewalks and Driveways	920	SF	$9.00	$8,280.00	$3.80	$3,496.00	$3.00	$2,760.00	$2.25	$2,070.00	$4.50	$4,140.00	$2.50	$2,300.00
3	SP104S-M	Remove Existing Median Island	120	SF	$14.00	$1,680.00	$3.80	$456.00	$10.00	$1,200.00	$8.00	$960.00	$10.00	$1,200.00	$3.00	$360.00
4	SP104S-TH	Remove Trip Hazard	6	EA	$100.00	$600.00	$120.00	$720.00	$328.00	$1,968.00	$120.00	$720.00	$500.00	$3,000.00	$500.00	$3,000.00
5	315S-A-2	Mill Asphaltic Pavement to a Two Inch Depth	470	SY	$4.50	$2,115.00	$15.40	$7,238.00	$9.00	$4,230.00	$11.00	$5,170.00	$7.00	$3,290.00	$10.00	$4,700.00
6	340S-A	Replace Hot Mix Asphaltic Concrete Pavement, Type C	5	TON	$200.00	$1,000.00	$150.00	$750.00	$300.00	$1,500.00	$455.00	$2,275.00	$1,500.00	$7,500.00	$300.00	$1,500.00
7	340S-B	Replace Hot Mix Asphaltic Concrete Pavement, Two Inch Depth, Type D	405	SY	$25.00	$10,125.00	$16.00	$6,480.00	$22.00	$8,910.00	$21.00	$8,505.00	$100.00	$40,500.00	$38.50	$15,592.50
8	411S	Resurface Existing Concrete Sidewalk	1	EA	$50.00	$50.00	$350.00	$350.00	$1,000.00	$1,000.00	$455.00	$455.00	$2,000.00	$2,000.00	$350.00	$350.00
9	430S-B	Install P.C. Concrete Curb and Gutter (Fine Grading)	65	LF	$15.00	$975.00	$8.00	$520.00	$20.00	$1,300.00	$18.00	$1,170.00	$15.00	$975.00	$35.00	$2,275.00
10	432S-RP	Remove and Replace P.C.Sidewalk Curb Ramp with Pavers	21	EA	$1,600.00	$33,600.00	$500.00	$10,500.00	$1,100.00	$23,100.00	$1,200.00	$25,200.00	$2,300.00	$48,300.00	$1,100.00	$23,100.00
11	432S-RP	Remove P.C. Sidewalk Curb Ramp with Pavers	1	EA	$600.00	$600.00	$100.00	$100.00	$595.00	$595.00	$405.00	$405.00	$700.00	$700.00	$650.00	$650.00
12	432S-RP-1B	Install P.C. Sidewalk Curb Ramp with Pavers, Type 1B	4	EA	$1,600.00	$6,400.00	$450.00	$1,800.00	$900.00	$3,600.00	$915.00	$3,660.00	$2,000.00	$8,000.00	$650.00	$2,600.00
13	432S-RP-C	Install P.C. Sidewalk Combined Curb Ramp with Pavers	3	EA	$1,900.00	$5,700.00	$500.00	$1,500.00	$900.00	$2,700.00	$775.00	$2,325.00	$2,000.00	$6,000.00	$1,000.00	$3,000.00
14	432S-RR	Install P.C. Sidewalk Rise Ramp, Six Feet Long	3	EA	$1,000.00	$3,000.00	$500.00	$1,500.00	$1,000.00	$3,000.00	$166.00	$498.00	$2,500.00	$7,500.00	$500.00	$1,500.00
15	432S-4	Install P.C. Concrete Sidewalks, Four Inch Thickness	700	SF	$5.00	$3,500.00	$3.80	$2,660.00	$4.00	$2,800.00	$4.15	$2,905.00	$6.00	$4,200.00	$3.90	$2,730.00
16	432SR-4	Reconstruct Concrete Sidewalks to Four Inch Thickness, Including Removal of Existing Sidewalk	34,815	SF	$10.00	$348,150.00	$3.80	$132,297.00	$4.25	$147,963.75	$4.80	$167,112.00	$9.00	$313,335.00	$7.28	$253,453.20
17	SP432S-RPR	Repair Detectable Warning Pavers	1	EA	$500.00	$500.00	$300.00	$300.00	$600.00	$600.00	$345.00	$345.00	$2,500.00	$2,500.00	$150.00	$150.00
18	433S-C	Remove and Replace Type II P.C. Concrete Driveway	1,940	SF	$15.00	$29,100.00	$5.80	$11,252.00	$8.00	$15,520.00	$6.75	$13,095.00	$11.50	$22,310.00	$8.00	$15,520.00
19	480SNS	Install Concrete Paver Units for Sidewalks	20	SF	$50.00	$1,000.00	$10.00	$200.00	$50.00	$1,000.00	$17.00	$340.00	$50.00	$1,000.00	$15.00	$300.00
20	602S-B	Install St. Augustine Block Sodding	100	SY	$8.00	$800.00	5	$500.00	10	$1,000.00	$10.00	$1,000.00	$5.00	$500.00	$3.00	$300.00
21	628S-D	Install Filter Curb Inlet Protection (Existing Inlet)	14	EA	$140.00	$1,960.00	$49.50	$693.00	$55.00	$770.00	$112.00	$1,568.00	$150.00	$2,100.00	$50.00	$700.00
22	633S-A	Landgrading	875	SF	$3.00	$2,625.00	$0.60	$525.00	$5.00	$4,375.00	$1.00	$875.00	$1.40	$1,225.00	$2.00	$1,750.00
23	642S	Install Silt Fence for Erosion Control	5,805	LF	$3.00	$17,415.00	$1.20	$6,966.00	$2.00	$11,610.00	$2.80	$16,254.00	$2.50	$14,512.50	$1.50	$8,707.50
24	700S-TM	Mobilize Personnel and Equipment to Project Site	1	LS	$20,000.00	$20,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$12,000.00	$12,000.00	$45,000.00	$45,000.00	$15,000.00	$15,000.00
25	803S-MO	Install, maintain, and remove Barricades, Signs, and Traffic Handling	1	LS	$5,900.00	$5,900.00	$6,500.00	$6,500.00	$8,000.00	$8,000.00	$2,600.00	$2,600.00	$12,000.00	$12,000.00	$15,000.00	$15,000.00
26	803S-SF	Install, maintain, and remove Safety Fencing	6,475	LF	$3.00	$19,425.00	$1.20	$7,770.00	$1.50	$9,712.50	$2.00	$12,950.00	$3.00	$19,425.00	$0.75	$4,856.25
27	860S-A	Install pavement marking paint,Twelve Inches (White)	1,350	LF	$5.00	$6,750.00	$1.46	$1,971.00	$2.00	$2,700.00	$2.40	$3,240.00	$1.00	$1,350.00	$2.00	$2,700.00
28	860S-A	Install pavement marking paint,Twenty Four Inches (White)	160	LF	$10.00	$1,600.00	$3.25	$520.00	$5.00	$800.00	$4.80	$768.00	$2.00	$320.00	$3.75	$600.00
29	874S-A	Eliminate Existing Pavement Markings Twelve Inches (White)	1,460	LF	$4.50	$6,570.00	$2.85	$4,161.00	$3.00	$4,380.00	$5.00	$7,300.00	$4.00	$5,840.00	$3.00	$4,380.00
30	874S-A	Eliminate Existing Pavement Markings Twenty Four Inches (White)	175	LF	$8.00	$1,400.00	$5.60	$980.00	$6.00	$1,050.00	$10.00	$1,750.00	$5.00	$875.00	$6.00	$1,050.00
		BaseTotal Wells Branch/ Thermal Sidewalk Improvements ($)				**$ 541,820.00**		**$ 223,505.00**		**$ 273,644.25**		**$ 298,105.00**		**$ 579,897.50**		**$ 389,624.45**
		Base Bid Total w/5% Contingency				**$ 568,911.00**										

TNR Bid Tab

		A Greater Austin Dev.		Ross Construction		Munlz		Prism Dev.		Chasco		RGM Constructors	
	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	100	$13.00	$1,300.00	$10.00	$1,000.00	$6.00	$600.00	$7.50	$750.00	$10.00	$1,000.00	$4.00	$400.00
	920	$5.00	$4,600.00	$10.00	$9,200.00	$2.00	$1,840.00	$2.95	$2,714.00	$2.00	$1,840.00	$5.00	$4,600.00
	120	$5.00	$600.00	$10.00	$1,200.00	$2.75	$330.00	$6.50	$780.00	$11.00	$1,320.00	$5.50	$660.00
	6	$450.00	$2,700.00	$500.00	$3,000.00	$139.00	$834.00	$650.00	$3,900.00	$175.00	$1,050.00	$150.00	$900.00
	470	$14.00	$6,580.00	$25.00	$11,750.00	$6.00	$2,820.00	$20.50	$9,635.00	$30.00	$14,100.00	$10.00	$4,700.00
	5	$500.00	$2,500.00	$500.00	$2,500.00	$791.00	$3,955.00	$1,040.00	$5,200.00	$1,135.00	$5,675.00	$1,000.00	$5,000.00
ch	405	$12.75	$5,163.75	$20.00	$8,100.00	$72.00	$29,160.00	$20.85	$8,444.25	$90.00	$36,450.00	$42.00	$17,010.00
	1	$1,000.00	$1,000.00	$500.00	$500.00	$800.00	$800.00	$1,875.00	$1,875.00	$400.00	$400.00	$350.00	$350.00
	65	$20.00	$1,300.00	$20.00	$1,300.00	$15.00	$975.00	$27.50	$1,787.50	$30.00	$1,950.00	$49.00	$3,185.00
ivers	21	$1,300.00	$27,300.00	$1,200.00	$25,200.00	$1,000.00	$21,000.00	$1,250.00	$26,250.00	$725.00	$15,225.00	$1,400.00	$29,400.00
	1	$500.00	$500.00	$400.00	$400.00	$350.00	$350.00	$350.00	$350.00	$250.00	$250.00	$330.00	$330.00
	4	$800.00	$3,200.00	$850.00	$3,400.00	$750.00	$3,000.00	$1,250.00	$5,000.00	$525.00	$2,100.00	$1,400.00	$5,600.00
s	3	$1,200.00	$3,600.00	$900.00	$2,700.00	$1,250.00	$3,750.00	$1,000.00	$3,000.00	$875.00	$2,625.00	$1,700.00	$5,100.00
	3	$500.00	$1,500.00	$1,000.00	$3,000.00	$550.00	$1,650.00	$1,958.00	$5,874.00	$450.00	$1,350.00	$1,400.00	$4,200.00
	700	$4.00	$2,800.00	$4.75	$3,325.00	$4.00	$2,800.00	$3.50	$2,450.00	$5.00	$3,500.00	$11.00	$7,700.00
s,	34,815	$8.50	$295,927.50	$8.00	$278,520.00	$6.00	$208,890.00	$5.45	$189,741.75	$6.15	$214,112.25	$5.75	$200,186.25
	1	$100.00	$100.00	$400.00	$400.00	$500.00	$500.00	$750.00	$750.00	$250.00	$250.00	$500.00	$500.00
	1,940	$9.00	$17,460.00	$10.00	$19,400.00	$7.25	$14,065.00	$9.50	$18,430.00	$9.50	$18,430.00	$12.50	$24,250.00
	20	$22.00	$440.00	$8.00	$160.00	$18.00	$360.00	$18.50	$370.00	$27.00	$540.00	$55.00	$1,100.00
	100	$2.75	$275.00	$6.00	$600.00	$4.00	$400.00	$4.50	$450.00	$10.50	$1,050.00	$3.00	$300.00
	14	$40.00	$560.00	$200.00	$2,800.00	$100.00	$1,400.00	$75.00	$1,050.00	$55.00	$770.00	$36.00	$504.00
	875	$0.91	$796.25	$2.00	$1,750.00	$1.00	$875.00	$4.00	$3,500.00	$3.15	$2,756.25	$18.00	$15,750.00
	5,805	$0.90	$5,224.50	$1.75	$10,158.75	$2.00	$11,610.00	$1.95	$11,319.75	$1.55	$8,997.75	$1.20	$6,966.00
	1	$13,000.00	$13,000.00	$35,000.00	$35,000.00	$14,490.00	$14,490.00	$25,500.00	$25,500.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
affic	1	$20,000.00	$20,000.00	$30,000.00	$30,000.00	$27,098.00	$27,098.00	$5,409.00	$5,409.00	$10,000.00	$10,000.00	$31,000.00	$31,000.00
	6,475	$1.50	$9,712.50	$1.50	$9,712.50	$1.75	$11,331.25	$2.95	$19,101.25	$1.50	$9,712.50	$1.30	$8,417.50
	1,350	$1.25	$1,687.50	$2.00	$2,700.00	$1.50	$2,025.00	$2.25	$3,037.50	$1.35	$1,822.50	$1.30	$1,755.00
ite)	160	$2.75	$440.00	$4.00	$640.00	$3.30	$528.00	$3.75	$600.00	$2.90	$464.00	$2.90	$464.00
White)	1,460	$2.40	$3,504.00	$2.00	$2,920.00	$2.88	$4,204.80	$3.40	$4,964.00	$2.55	$3,723.00	$2.50	$3,650.00
nes	175	$4.80	$840.00	$4.00	$700.00	$5.76	$1,008.00	$6.80	$1,190.00	$5.05	$883.75	$5.00	$875.00
nents ($)			$ 434,611.00		$ 472,036.25		$ 372,649.05		$ 363,423.00		$ 377,347.00		$ 399,852.75

updated-7-17-09 11:00am

Bid Item Number	TECH SPEC. ITEM	Wells Branch Parkway and Thermal Dr Sidewalk **Base Bid**	QTY	The Barr UNIT PRICE	The Barr TOTAL	AustinBridge&Road UNIT PRICE	AustinBridge&Road TOTAL	G & P UNIT PRICE	G & P TOTAL	Patin UNIT PRICE	Patin TOTAL	Encino UNIT PRICE	Encino TOTAL
1	104S-A	Remove P.C. Concrete Curb	100	$6.04	$604.00	$15.00	$1,500.00	$5.75	$575.00	$5.00	$500.00	$2.00	$200.00
2	104S-C	Remove P.C. Concrete Sidewalks and Driveways	920	$1.96	$1,803.20	$3.00	$2,760.00	$5.75	$5,290.00	$2.00	$1,840.00	$1.00	$920.00
3	SP104S-M	Remove Existing Median Island	120	$3.16	$379.20	$4.50	$540.00	$10.00	$1,200.00	$3.00	$360.00	$2.00	$240.00
4	SP104S-TH	Remove Trip Hazard	6	$281.75	$1,690.50	$900.00	$5,400.00	$450.00	$2,700.00	$800.00	$4,800.00	$500.00	$3,000.00
5	315S-A-2	Mill Asphaltic Pavement to a Two Inch Depth	470	$12.37	$5,813.90	$19.00	$8,930.00	$12.76	$5,997.20	$5.00	$2,350.00	$5.00	$2,350.00
6	340S-A	Replace Hot Mix Asphaltic Concrete Pavement, Type C	5	$598.00	$2,990.00	$400.00	$2,000.00	$600.00	$3,000.00	$120.00	$600.00	$300.00	$1,500.00
7	340S-B	Replace Hot Mix Asphaltic Concrete Pavement, Two Inch Depth, Type D	405	$12.48	$5,054.40	$45.00	$18,225.00	$14.81	$5,998.05	$13.00	$5,265.00	$25.00	$10,125.00
8	411S	Resurface Existing Concrete Sidewalk	1	$115.00	$115.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$5,000.00	$5,000.00
9	430S-B	Install P.C. Concrete Curb and Gutter (Fine Grading)	65	$14.27	$927.55	$40.00	$2,600.00	$25.00	$1,625.00	$12.00	$780.00	$20.00	$1,300.00
10	432S-RP	Remove and Replace P.C.Sidewalk Curb Ramp with Pavers	21	$805.00	$16,905.00	$1,500.00	$31,500.00	$1,500.00	$31,500.00	$1,200.00	$25,200.00	$2,500.00	$52,500.00
11	432S-RP	Remove P.C. Sidewalk Curb Ramp with Pavers	1	$230.00	$230.00	$1,000.00	$1,000.00	$500.00	$500.00	$1,500.00	$1,500.00	$500.00	$500.00
12	432S-RP-1B	Install P.C. Sidewalk Curb Ramp with Pavers, Type 1B	4	$747.50	$2,990.00	$1,300.00	$5,200.00	$1,000.00	$4,000.00	$850.00	$3,400.00	$1,500.00	$6,000.00
13	432S-RP-C	Install P.C. Sidewalk Combined Curb Ramp with Pavers	3	$1,897.50	$5,692.50	$1,600.00	$4,800.00	$1,000.00	$3,000.00	$850.00	$2,550.00	$3,000.00	$9,000.00
14	432S-RR	Install P.C. Sidewalk Rise Ramp, Six Feet Long	3	$805.00	$2,415.00	$1,300.00	$3,900.00	$300.00	$900.00	$950.00	$2,850.00	$1,000.00	$3,000.00
15	432S-4	Install P.C. Concrete Sidewalks, Four Inch Thickness	700	$4.03	$2,821.00	$7.00	$4,900.00	$5.00	$3,500.00	$3.85	$2,695.00	$3.25	$2,275.00
16	432SR-4	Reconstruct Concrete Sidewalks to Four Inch Thickness, Including Removal of Existing Sidewalk	34,815	$5.75	$200,186.25	$6.00	$208,890.00	$8.25	$287,223.75	$5.35	$186,260.25	$4.25	$147,963.75
17	SP432S-RPR	Repair Detectable Warning Pavers	1	$690.00	$690.00	$1,000.00	$1,000.00	$500.00	$500.00	$150.00	$150.00	$300.00	$300.00
18	433S-C	Remove and Replace Type II P.C. Concrete Driveway	1,940	$10.13	$19,652.20	$9.00	$17,460.00	$9.25	$17,945.00	$5.70	$11,058.00	$7.00	$13,580.00
19	480SNS	Install Concrete Paver Units for Sidewalks	20	$13.80	$276.00	$45.00	$900.00	$25.00	$500.00	$10.00	$200.00	$10.00	$200.00
20	602S-B	Install St. Augustine Block Sodding	100	$3.16	$316.00	$4.50	$450.00	$7.00	$700.00	$2.75	$275.00	$10.00	$1,000.00
21	628S-D	Install Filter Curb Inlet Protection (Existing Inlet)	14	$43.57	$609.98	$75.00	$1,050.00	$75.00	$1,050.00	$50.00	$700.00	$200.00	$2,800.00
22	633S-A	Landgrading	875	$1.15	$1,006.25	$5.00	$4,375.00	$2.00	$1,750.00	$3.00	$2,625.00	$3.00	$2,625.00
23	642S	Install Silt Fence for Erosion Control	5,805	$1.43	$8,301.15	$2.05	$11,900.25	$2.00	$11,610.00	$1.75	$10,158.75	$4.00	$23,220.00
24	700S-TM	Mobilize Personnel and Equipment to Project Site	1	$49,967.80	$49,967.80	$40,000.00	$40,000.00	$33,000.00	$33,000.00	$15,000.00	$15,000.00	$40,000.00	$40,000.00
25	803S-MO	Install, maintain, and remove Barricades, Signs, and Traffic Handling	1	$18,893.45	$18,893.45	$2,500.00	$2,500.00	$7,500.00	$7,500.00	$9,000.00	$9,000.00	$5,000.00	$5,000.00
26	803S-SF	Install, maintain, and remove Safety Fencing	6,475	$2.30	$14,892.50	$1.45	$9,388.75	$2.50	$16,187.50	$2.00	$12,950.00	$4.00	$25,900.00
27	860S-A	Install pavement marking paint,Twelve Inches (White)	1,350	$0.86	$1,161.00	$1.25	$1,687.50	$8.00	$10,800.00	$1.44	$1,944.00	$10.00	$13,500.00
28	860S-A	Install pavement marking paint,Twenty Four Inches (White)	160	$1.73	$276.80	$2.75	$440.00	$16.00	$2,560.00	$3.15	$504.00	$15.00	$2,400.00
29	874S-A	Eliminate Existing Pavement Markings Twelve Inches (White)	1,460	$0.86	$1,255.60	$2.40	$3,504.00	$4.00	$5,840.00	$2.75	$4,015.00	$2.00	$2,920.00
30	874S-A	Eliminate Existing Pavement Markings Twenty Four Inches (White)	175	$1.73	$302.75	$4.80	$840.00	$8.00	$1,400.00	$5.50	$962.50	$4.00	$700.00
		BaseTotal Wells Branch/ Thermal Sidewalk Improvements ($)			**$ 368,218.98**		**$ 399,640.50**		**$ 470,351.50**		**$ 312,492.50**		**$ 380,018.75**
		Base Bid Total w/5% Contingency											

TNR Bid Tab

			Engineer's Estimate		Ceda-Tex Services		Smith Contracting		Myers		Westar Construction		Cactus Concrete	
	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	240	SF	$9	$2,160.00	$1.20	$288.00	$3.00	$720.00	$2.25	$540.00	$5.50	$1,320.00	$3.00	$720.00
	6	EA	$100.00	$600.00	$120.00	$720.00	$328.00	$1,968.00	$120.00	$720.00	$500.00	$3,000.00	$500.00	$3,000.00
	10	CY	$20.00	$200.00	$25.00	$250.00	$42.00	$420.00	$20.00	$200.00	$20.00	$200.00	$25.00	$250.00
	10	CY	$10.00	$100.00	$25.00	$250.00	$42.00	$420.00	$15.00	$150.00	$20.00	$200.00	$25.00	$250.00
	765	SY	$4.50	$3,442.50	$13.40	$10,251.00	$9.00	$6,885.00	$11.00	$8,415.00	$7.00	$5,355.00	$9.00	$6,885.00
nch	740	SY	$25.00	$18,500.00	$9.50	$7,030.00	$22.00	$16,280.00	$21.00	$15,540.00	$100.00	$74,000.00	$25.00	$18,500.00
	1	EA	$50.00	$50.00	350	$350.00	$1,000.00	$1,000.00	$455.00	$455.00	$1,500.00	$1,500.00	$350.00	$350.00
	5	LF	$15.00	$75.00	$18.00	$90.00	$20.00	$100.00	$18.00	$90.00	$13.00	$65.00	$40.00	$200.00
	1,620	SF	$7.00	$11,340.00	$3.80	$6,156.00	$4.00	$6,480.00	$4.15	$6,723.00	$6.00	$9,720.00	$3.90	$6,318.00
avers	14	EA	$1,600.00	$22,400.00	$500.00	$7,000.00	$1,100.00	$15,400.00	$1,200.00	$16,800.00	$2,300.00	$32,200.00	$1,100.00	$15,400.00
	3	EA	$600.00	$1,800.00	$100.00	$300.00	$595.00	$1,785.00	$405.00	$1,215.00	$700.00	$2,100.00	$600.00	$1,800.00
	1	EA	$1,000.00	$1,000.00	$450.00	$450.00	$900.00	$900.00	$1,010.00	$1,010.00	$2,500.00	$2,500.00	$825.00	$825.00
3	1	EA	$1,600.00	$1,600.00	$500.00	$500.00	$900.00	$900.00	$915.00	$915.00	$2,300.00	$2,300.00	$725.00	$725.00
ss,	11,675	SF	$10.00	$116,750.00	$3.80	$44,365.00	$4.25	$49,618.75	$4.80	$56,040.00	$9.00	$105,075.00	$7.15	$83,476.25
	935	SF	$15.00	$14,025.00	$5.80	$5,423.00	$8.00	$7,480.00	$6.75	$6,311.25	$11.50	$10,752.50	$8.50	$7,947.50
	30	SF	$9.00	$270.00	$5.00	$150.00	$6.00	$180.00	$20.00	$600.00	$5.00	$150.00	$3.50	$105.00
	13	EA	$140.00	$1,820.00	$48.00	$624.00	$55.00	$715.00	$112.00	$1,456.00	$150.00	$1,950.00	$50.00	$650.00
	240	SF	$13.50	$3,240.00	$20.00	$4,800.00	$20.00	$4,800.00	$25.00	$6,000.00	$30.00	$7,200.00	$18.00	$4,320.00
	2,080	LF	$3.00	$6,240.00	$1.40	$2,912.00	$2.00	$4,160.00	$2.80	$5,824.00	$2.50	$5,200.00	$1.50	$3,120.00
	1	LS	$10,000.00	$10,000.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$25,500.00	$25,500.00	$5,000.00	$5,000.00
raffic	1	LS	$5,900.00	$5,900.00	$2,500.00	$2,500.00	$8,000.00	$8,000.00	$850.00	$850.00	$9,000.00	$9,000.00	$5,000.00	$5,000.00
	4,815	LF	$3.00	$14,445.00	$1.20	$5,778.00	$1.50	$7,222.50	$2.00	$9,630.00	$3.00	$14,445.00	$0.75	$3,611.25
	90	LF	$1.00	$90.00	$1.20	$108.00	$2.00	$180.00	$1.80	$162.00	$1.00	$90.00	$1.00	$90.00
	2,460	LF	$5.00	$12,300.00	$1.40	$3,444.00	$2.00	$4,920.00	$2.40	$5,904.00	$2.00	$4,920.00	$2.00	$4,920.00
hite)	265	LF	$10.00	$2,650.00	$3.40	$901.00	$5.00	$1,325.00	$4.80	$1,272.00	$4.00	$1,060.00	$3.75	$993.75
(White)	2,205	LF	$4.50	$9,922.50	$2.80	$6,174.00	$3.00	$6,615.00	$5.00	$11,025.00	$4.00	$8,820.00	$3.00	$6,615.00
ches	240	LF	$8.00	$1,920.00	$5.60	$1,344.00	$5.00	$1,200.00	$10.00	$2,400.00	$4.00	$960.00	$6.00	$1,440.00
				$262,840.00		**$113,658.00**		**$154,674.25**		**$163,247.25**		**$329,582.50**		**$182,511.75**
				$ 275,982.00										
						$337,163.00		**$428,318.50**		**$461,352.25**		**$909,480.00**		**$572,136.20**
				$844,893.00										

updated-7-17-09 11:00am

Bid Item Number	TECH SPEC. ITEM	Wells Branch Parkway and Thermal Dr Sidewalk **Alternate 1**	QTY	A Greater Austin Dev. UNIT PRICE	A Greater Austin Dev. TOTAL	Ross Construction UNIT PRICE	Ross Construction TOTAL	Muniz UNIT PRICE	Muniz TOTAL	Prism Dev. UNIT PRICE	Prism Dev. TOTAL	Chasco UNIT PRICE	Chasco TOTAL	RGM Constructors UNIT PRICE	RGM Constructors TOTAL
1	104S-C	Remove P.C. Concrete Sidewalks and Driveways	240	$5.00	$1,200.00	$10.00	$2,400.00	$2.00	$480.00	$3.25	$780.00	$2.00	$480.00	$4.00	$960.00
2	SP104S-TH	Remove Trip Hazard	6	$450.00	$2,700.00	$500.00	$3,000.00	$139.00	$834.00	$650.00	$3,900.00	$175.00	$1,050.00	$175.00	$1,050.00
3	111S	Excavation of Earthen Embankment	10	$150.00	$1,500.00	$50.00	$500.00	$45.00	$450.00	$45.00	$450.00	$60.00	$600.00	$80.00	$800.00
4	132S-A	Embankment, in-situ	10	$70.00	$700.00	$25.00	$250.00	$65.00	$650.00	$38.00	$380.00	$60.00	$600.00	$600.00	$6,000.00
5	315S-A-2	Mill Asphaltic Pavement to a Two Inch Depth	765	$14.00	$10,710.00	$20.00	$15,300.00	$6.00	$4,590.00	$17.50	$13,387.50	$30.00	$22,950.00	$6.00	$4,590.00
6	340S-B	Replace Hot Mix Asphaltic Concrete Pavement, Two Inch Depth, Type D	740	$12.75	$9,435.00	$20.00	$14,800.00	$60.00	$44,400.00	$20.85	$15,429.00	$75.00	$55,500.00	$20.00	$14,800.00
7	411S	Resurface Existing Concrete Sidewalk	1	$1,000.00	$1,000.00	$500.00	$500.00	$800.00	$800.00	$875.00	$875.00	$400.00	$400.00	$350.00	$350.00
8	430S-B	Install P.C. Concrete Curb and Gutter (Fine Grading)	5	$20.00	$100.00	$20.00	$100.00	$25.00	$125.00	$27.50	$137.50	$100.00	$500.00	$200.00	$1,000.00
9	432S-4	Install P.C. Concrete Sidewalks, Four Inch Thickness	1,620	$4.00	$6,480.00	$4.75	$7,695.00	$4.00	$6,480.00	$3.50	$5,670.00	$7.00	$11,340.00	$10.00	$16,200.00
10	432S-RP	Remove and Replace P.C.Sidewalk Curb ramp with Pavers	14	$1,300.00	$18,200.00	$1,200.00	$16,800.00	$1,100.00	$15,400.00	$1,550.00	$21,700.00	$725.00	$10,150.00	$1,400.00	$19,600.00
11	432S-RP	Remove P.C. Sidewalk Curb Ramp with Pavers	3	$500.00	$1,500.00	$400.00	$1,200.00	$350.00	$1,050.00	$350.00	$1,050.00	$250.00	$750.00	$330.00	$990.00
12	432S-RP-1	Install P.C. Sidewalk Curb Ramp with Pavers, Type 1	1	$800.00	$800.00	$900.00	$900.00	$750.00	$750.00	$1,250.00	$1,250.00	$525.00	$525.00	$1,400.00	$1,400.00
13	432S-RP-1B	Install P.C. Sidewalk Curb Ramp with Pavers, Type 1B	1	$800.00	$800.00	$850.00	$850.00	$750.00	$750.00	$1,250.00	$1,250.00	$525.00	$525.00	$1,600.00	$1,600.00
14	432SR-4	Reconstruct Concrete Sidewalks to Four Inch Thickness, Including Removal of Existing Sidewalk	11,675	$8.50	$99,237.50	$8.00	$93,400.00	$6.00	$70,050.00	$5.50	$64,212.50	$7.30	$85,227.50	$5.75	$67,131.25
15	433S-C	Remove and Replace Type II P.C. Concrete Driveway	935	$9.00	$8,415.00	$10.00	$9,350.00	$7.25	$6,778.75	$9.50	$8,882.50	$10.00	$9,350.00	$10.00	$9,350.00
16	602S-B	Install St. Augustine Block Sodding	30	$2.75	$82.50	$8.00	$240.00	$4.00	$120.00	$4.50	$135.00	$10.50	$315.00	$3.00	$90.00
17	628S-D	Install Filter Curb Inlet Protection (Existing Inlet)	13	$40.00	$520.00	$200.00	$2,600.00	$100.00	$1,300.00	$75.00	$975.00	$55.00	$715.00	$37.00	$481.00
18	640S	Install Mortared Rock Wall	240	$40.00	$9,600.00	$30.00	$7,200.00	$22.00	$5,280.00	$85.00	$20,400.00	$20.00	$4,800.00	$45.00	$10,800.00
19	642S	Install Silt Fence for Erosion Control	2,080	$0.90	$1,872.00	$1.75	$3,640.00	$2.00	$4,160.00	$2.95	$6,136.00	$1.55	$3,224.00	$1.30	$2,704.00
20	700S-TM	Mobilize Personnel and Equipment to Project Site	1	$5,000.00	$5,000.00	$20,000.00	$20,000.00	$7,978.00	$7,978.00	$5,250.00	$5,250.00	$10,000.00	$10,000.00	$6,700.00	$6,700.00
21	803S-MO	Install, maintain, and remove Barricades, Signs, and Traffic Handling	1	$10,100.00	$10,100.00	$30,000.00	$30,000.00	$11,993.00	$11,993.00	$6,088.00	$6,088.00	$5,000.00	$5,000.00	$17,000.00	$17,000.00
22	803S-SF	Install, maintain, and remove Safety Fencing	4,815	$1.50	$7,222.50	$1.50	$7,222.50	$1.75	$8,426.25	$2.95	$14,204.25	$1.50	$7,222.50	$1.40	$6,741.00
23	860S-A	Install pavement marking paint, Four Inches (White)	90	$1.00	$90.00	$1.00	$90.00	$1.20	$108.00	$3.00	$270.00	$1.05	$94.50	$1.10	$99.00
24	860S-A	Install pavement marking paint,Twelve Inches (White)	2,460	$1.25	$3,075.00	$2.00	$4,920.00	$1.50	$3,690.00	$2.25	$5,535.00	$1.35	$3,321.00	$1.30	$3,198.00
25	860S-A	Install pavement marking paint,Twenty Four Inches (White)	265	$2.75	$728.75	$4.00	$1,060.00	$3.30	$874.50	$3.75	$993.75	$2.90	$768.50	$3.00	$795.00
26	874S-A	Eliminate Existing Pavement Markings Twelve Inches (White)	2,205	$2.40	$5,292.00	$2.00	$4,410.00	$2.88	$6,350.40	$3.50	$7,717.50	$2.55	$5,622.75	$2.50	$5,512.50
27	874S-A	Eliminate Existing Pavement Markings Twenty Four Inches (White)	240	$4.80	$1,152.00	$4.00	$960.00	$5.76	$1,382.40	$5.80	$1,392.00	$5.05	$1,212.00	$5.00	$1,200.00
		Alt 1			**$207,512.25**		**$249,387.50**		**$205,250.30**		**$208,450.50**		**$242,242.75**		**$201,141.75**
		Alt 1 w/5% Contingency													
					$642,123.25		**$721,423.75**		**$577,899.35**		**$571,873.50**		**$619,589.75**		**$600,994.50**
		Alt 1 & Base Total w/5% Contingency													

TNR Bid Tab

		The Barr		AustinBridge&Road		G & P		Patin		Encino	
	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	240	$1.96	$470.40	$3.00	$720.00	$5.75	$1,380.00	$2.00	$480.00	$2.00	$480.00
	6	$281.75	$1,690.50	$840.00	$5,040.00	$450.00	$2,700.00	$800.00	$4,800.00	$1,000.00	$6,000.00
	10	$34.50	$345.00	$40.00	$400.00	$75.00	$750.00	$50.00	$500.00	$100.00	$1,000.00
	10	$23.00	$230.00	$85.00	$850.00	$100.00	$1,000.00	$50.00	$500.00	$100.00	$1,000.00
	765	$12.37	$9,463.05	$10.00	$7,650.00	$12.76	$9,761.40	$5.00	$3,825.00	$5.00	$3,825.00
nch	740	$12.48	$9,235.20	$25.00	$18,500.00	$14.81	$10,959.40	$15.00	$11,100.00	$25.00	$18,500.00
	1	$115.00	$115.00	$1,800.00	$1,800.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00
	5	$11.90	$59.50	$200.00	$1,000.00	$25.00	$125.00	$50.00	$250.00	$100.00	$500.00
	1,620	$4.03	$6,528.60	$6.00	$9,720.00	$5.00	$8,100.00	$3.85	$6,237.00	$3.25	$5,265.00
avers	14	$805.00	$11,270.00	$1,500.00	$21,000.00	$1,500.00	$21,000.00	$1,200.00	$16,800.00	$2,200.00	$30,800.00
	3	$230.00	$690.00	$700.00	$2,100.00	$1,500.00	$4,500.00	$800.00	$2,400.00	$500.00	$1,500.00
	1	$747.50	$747.50	$1,200.00	$1,200.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
	1	$747.50	$747.50	$1,200.00	$1,200.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
ss,	11,675	$5.75	$67,131.25	$4.50	$52,537.50	$8.25	$96,318.75	$5.35	$62,461.25	$4.25	$49,618.75
	935	$10.13	$9,471.55	$10.00	$9,350.00	$9.25	$8,648.75	$5.70	$5,329.50	$6.00	$5,610.00
	30	$3.16	$94.80	$4.50	$135.00	$7.00	$210.00	$2.75	$82.50	$10.00	$300.00
	13	$43.57	$566.41	$75.00	$975.00	$75.00	$975.00	$50.00	$650.00	$200.00	$2,600.00
	240	$28.75	$6,900.00	$25.00	$6,000.00	$35.00	$8,400.00	$15.00	$3,600.00	$40.00	$9,600.00
	2,080	$1.43	$2,974.40	$2.05	$4,264.00	$2.00	$4,160.00	$1.75	$3,640.00	$4.00	$8,320.00
	1	$13,540.10	$13,540.10	$10,000.00	$10,000.00	$18,000.00	$18,000.00	$7,100.00	$7,100.00	$30,000.00	$30,000.00
raffic	1	$4,140.00	$4,140.00	$2,500.00	$2,500.00	$7,500.00	$7,500.00	$4,500.00	$4,500.00	$5,000.00	$5,000.00
	4,815	$2.30	$11,074.50	$1.45	$6,981.75	$2.50	$12,037.50	$2.00	$9,630.00	$4.00	$19,260.00
	90	$0.29	$26.10	$1.00	$90.00	$2.77	$249.30	$1.15	$103.50	$4.00	$360.00
	2,460	$0.86	$2,115.60	$1.25	$3,075.00	$8.00	$19,680.00	$1.43	$3,517.80	$10.00	$24,600.00
hite)	265	$1.73	$458.45	$2.75	$728.75	$16.00	$4,240.00	$3.16	$837.40	$15.00	$3,975.00
(White)	2,205	$0.86	$1,896.30	$2.40	$5,292.00	$4.00	$8,820.00	$2.76	$6,085.80	$2.00	$4,410.00
ches	240	$1.73	$415.20	$4.80	$1,152.00	$8.00	$1,920.00	$5.52	$1,324.80	$4.00	$960.00
			$162,396.91		**$174,261.00**		**$255,435.10**		**$160,754.55**		**$239,483.75**
			$530,615.89		**$573,901.50**		**$725,786.60**		**$473,247.05**		**$619,502.50**

updated-7-17-09 11:00am

Bid Item Number	TECH SPEC. ITEM	Wells Branch Parkway and Thermal Dr Sidewalk **Alternate 2**	QTY	UNIT	Engineer's Estimate UNIT PRICE	Engineer's Estimate TOTAL	Ceda-Tex Services UNIT PRICE	Ceda-Tex Services TOTAL	Smith Contracting UNIT PRICE	Smith Contracting TOTAL	Myers UNIT PRICE	Myers TOTAL	Westar Construction UNIT PRICE	Westar Construction TOTAL	Cactus Concrete UNIT PRICE	Cactus Concrete TOTAL
1	432S-4	Install P.C. Concrete Sidewalks, Four Inch Thickness	7,530	SF	$9	$67,770.00	$3.80	$28,614.00	$4.00	$30,120.00	$4.15	$31,249.50	$7.00	$52,710.00	$3.50	$26,355.00
2	432S-RP	Remove and Replace P.C.Sidewalk Curb Ramp with Pavers	1	EA	$1,600.00	$1,600.00	$500.00	$500.00	$1,100.00	$1,100.00	$1,200.00	$1,200.00	$2,300.00	$2,300.00	$650.00	$650.00
3	432S-RP-1	Install Portland Cement Sidewalk Curb Ramp with Pavers	4	EA	$1,000.00	$4,000.00	$450.00	$1,800.00	$900.00	$3,600.00	$915.00	$3,660.00	$1,700.00	$6,800.00	$725.00	$2,900.00
4	432SR-4	Reconstruct Concrete Sidewalks to Four Inch Thickness, Including Removal of Existing Sidewalk	6,115	SF	$10.00	$61,150.00	$3.80	$23,237.00	$4.25	$25,988.75	$4.80	$29,352.00	$10.00	$61,150.00	$6.75	$41,276.25
5	433S-C	Remove and Replace Type II P.C. Concrete Driveway	4,070	SF	$15.00	$61,050.00	$5.80	$23,606.00	$8.00	$32,560.00	$6.75	$27,472.50	$8.50	$34,595.00	$8.00	$32,560.00
6	610S-A	Install Protective Fencing Type A Chain Link Fence	150	LF	$6.00	$900.00	$1.40	$210.00	$3.00	$450.00	$4.00	$600.00	$4.00	$600.00	$2.75	$412.50
7	628S-D	Install Filter Curb Inlet Protection (Existing Inlet)	5	EA	$140.00	$700.00	49	$245.00	$55.00	$275.00	$112.00	$560.00	$150.00	$750.00	$50.00	$250.00
8	642S	Install Silt Fence for Erosion Control	2,130	LF	$3.00	$6,390.00	$1.20	$2,556.00	$2.00	$4,260.00	$2.80	$5,964.00	$2.50	$5,325.00	$1.50	$3,195.00
9	700S-TM	Mobilize Personnel and Equipment to Project Site	1	LS	$9,000.00	$9,000.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$1,200.00	$1,200.00	$14,500.00	$14,500.00	$3,000.00	$3,000.00
10	803S-MO	Install, maintain, and remove Barricades, Signs, and Traffic Handling	1	LS	$5,600.00	$5,600.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$850.00	$850.00	$9,000.00	$9,000.00	$3,000.00	$3,000.00
11	803S-SF	Install, maintain, and remove Safety Fencing	2,830	LF	$3.00	$8,490.00	$1.40	$3,962.00	$1.50	$4,245.00	$2.00	$5,660.00	$3.00	$8,490.00	$0.75	$2,122.50
12	644 2056 (TxDOT)	Replace Small Roadside Sign Supports and Assemblies	2		$350.00	$700.00	$400.00	$800.00	$550.00	$1,100.00	$250.00	$500.00	$1,000.00	$2,000.00	$350.00	$700.00
		Alt 2				**$227,350.00**		**$90,030.00**		**$111,698.75**		**$108,268.00**		**$198,220.00**		**$116,421.25**
		Alt 2 w/5% Contigency				**$ 238,717.50**										
		Alt 1, Alt 2, & Base Total w/5% Contigency				**$1,083,610.50**										
		Alt 1, Alt 2, & Base Total						**$427,193.00**		**$540,017.25**		**$569,620.25**		**$1,107,700.00**		**$688,557.45**

TNR Bid Tab

		A Greater Austin Dev.		Ross Construction		Muniz		Prism Dev.		Chasco		RGM Constructors	
	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	7,530	$4.00	$30,120.00	$4.75	$35,767.50	$4.00	$30,120.00	$3.50	$26,355.00	$3.70	$27,861.00	$11.00	$82,830.00
Pavers	1	$1,300.00	$1,300.00	$1,200.00	$1,200.00	$1,100.00	$1,100.00	$1,250.00	$1,250.00	$725.00	$725.00	$1,400.00	$1,400.00
vers	4	$800.00	$3,200.00	$850.00	$3,400.00	$750.00	$3,000.00	$1,250.00	$5,000.00	$525.00	$2,100.00	$1,700.00	$6,800.00
ss,	6,115	$8.50	$51,977.50	$8.00	$48,920.00	$6.00	$36,690.00	$6.50	$39,747.50	$5.70	$34,855.50	$5.75	$35,161.25
	4,070	$9.00	$36,630.00	$10.00	$40,700.00	$7.25	$29,507.50	$10.50	$42,735.00	$8.50	$34,595.00	$12.00	$48,840.00
	150	$2.00	$300.00	$1.50	$225.00	$2.00	$300.00	$2.95	$442.50	$2.50	$375.00	$1.40	$210.00
	5	$40.00	$200.00	$200.00	$1,000.00	$100.00	$500.00	$75.00	$375.00	$55.00	$275.00	$37.00	$185.00
	2,130	$0.90	$1,917.00	$1.75	$3,727.50	$2.00	$4,260.00	$2.36	$5,026.80	$1.55	$3,301.50	$1.30	$2,769.00
	1	$5,000.00	$5,000.00	$13,000.00	$13,000.00	$4,630.00	$4,630.00	$5,250.00	$5,250.00	$4,400.00	$4,400.00	$5,000.00	$5,000.00
raffic	1	$10,000.00	$10,000.00	$8,000.00	$8,000.00	$3,179.00	$3,179.00	$4,056.75	$4,056.75	$750.00	$750.00	$16,000.00	$16,000.00
	2,830	$1.50	$4,245.00	$1.50	$4,245.00	$1.75	$4,952.50	$2.95	$8,348.50	$1.50	$4,245.00	$1.40	$3,962.00
es	2	$450.00	$900.00	$400.00	$800.00	$540.00	$1,080.00	$285.00	$570.00	$500.00	$1,000.00	$500.00	$1,000.00
			$145,789.50		**$160,985.00**		**$119,319.00**		**$139,157.05**		**$114,483.00**		**$204,157.25**
			$787,912.75		**$882,408.75**		**$697,218.35**		**$711,030.55**		**$734,072.75**		**$805,151.75**

updated-7-17-09 11:00am

Bid Item Number	TECH SPEC. ITEM	Wells Branch Parkway and Thermal Dr Sidewalk **Alternate 2**	QTY	The Barr UNIT PRICE	The Barr TOTAL	AustinBridge&Road UNIT PRICE	AustinBridge&Road TOTAL	G & P UNIT PRICE	G & P TOTAL	Patin UNIT PRICE	Patin TOTAL	Encino UNIT PRICE	Encino TOTAL
1	432S-4	Install P.C. Concrete Sidewalks, Four Inch Thickness	7,530	$3.80	$28,614.00	$5.00	$37,650.00	$5.00	$37,650.00	$3.85	$28,990.50	$3.25	$24,472.50
2	432S-RP	Remove and Replace P.C.Sidewalk Curb Ramp with Pavers	1	$805.00	$805.00	$1,800.00	$1,800.00	$1,500.00	$1,500.00	$1,200.00	$1,200.00	$2,200.00	$2,200.00
3	432S-RP-1	Install Portland Cement Sidewalk Curb Ramp with Pavers	4	$690.00	$2,760.00	$1,600.00	$6,400.00	$1,000.00	$4,000.00	$850.00	$3,400.00	$2,000.00	$8,000.00
4	432SR-4	Reconstruct Concrete Sidewalks to Four Inch Thickness, Including Removal of Existing Sidewalk	6,115	$5.75	$35,161.25	$5.00	$30,575.00	$8.25	$50,448.75	$5.35	$32,715.25	$4.25	$25,988.75
5	433S-C	Remove and Replace Type II P.C. Concrete Driveway	4,070	$10.13	$41,229.10	$8.50	$34,595.00	$9.25	$37,647.50	$5.70	$23,199.00	$7.00	$28,490.00
6	610S-A	Install Protective Fencing Type A Chain Link Fence	150	$2.51	$376.50	$2.05	$307.50	$4.50	$675.00	$2.50	$375.00	$50.00	$7,500.00
7	628S-D	Install Filter Curb Inlet Protection (Existing Inlet)	5	$43.57	$217.85	$75.00	$375.00	$75.00	$375.00	$50.00	$250.00	$200.00	$1,000.00
8	642S	Install Silt Fence for Erosion Control	2,130	$1.43	$3,045.90	$2.05	$4,366.50	$2.00	$4,260.00	$1.75	$3,727.50	$4.00	$8,520.00
9	700S-TM	Mobilize Personnel and Equipment to Project Site	1	$13,253.75	$13,253.75	$10,000.00	$10,000.00	$12,000.00	$12,000.00	$5,150.00	$5,150.00	$20,000.00	$20,000.00
10	803S-MO	Install, maintain, and remove Barricades, Signs, and Traffic Handling	1	$4,140.00	$4,140.00	$2,500.00	$2,500.00	$7,500.00	$7,500.00	$4,500.00	$4,500.00	$5,000.00	$5,000.00
11	803S-SF	Install, maintain, and remove Safety Fencing	2,830	$2.30	$6,509.00	$1.45	$4,103.50	$2.50	$7,075.00	$2.00	$5,660.00	$4.00	$11,320.00
12	644 2056 (TxDOT)	Replace Small Roadside Sign Supports and Assemblies	2	$287.50	$575.00	$450.00	$900.00	$250.00	$500.00	$475.00	$950.00	$500.00	$1,000.00
		Alt 2			**$136,687.35**		**$133,572.50**		**$163,631.25**		**$110,117.25**		**$143,491.25**
		Alt 2 w/5% Contigency											
		Alt 1, Alt 2, & Base Total w/5% Contigency											
		Alt 1, Alt 2, & Base Total			**$667,303.24**		**$707,474.00**		**$889,417.85**		**$583,364.30**		**$762,993.75**

updated-7-17-09 11:00am

#11

Travis County Commissioners Court Agenda Request

Voting Session **07/21/09** (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 a Variance to Title 30-2-151 which require streets of a new subdivision shall be align with existing streets on adjoining property (Navarro Creek Road) for a preliminary plan subdivision in Precinct 4: Sun Chase Phase I.

C. Approved by:

Margaret J. Gomez by ea
Commissioner Margaret Gomez, Precinct 4

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

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

Joe Arriaga: 854-7562
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)

RECEIVED COUNTY JUDGE'S OFFICE 09 JUL -7 AM 11:20

_____ 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.

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767

MEMORANDUM

July 3, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Director, Development Services

SUBJECT: Variance Only – Sun Chase Phase I

PROPOSED MOTION:

A. Approve a Variance to Title 30-2-151 which require streets of a new subdivision shall be align with existing streets on adjoining property (Navarro Creek Road) for a preliminary plan subdivision in Precinct 4: Sun Chase Phase I.

SUMMARY AND STAFF RECOMMENDATION:

The applicant is requesting a variance to Title 30-151 which requires that streets of a new subdivision shall be aligned with existing streets; the applicant is intending not to extend Navarro Creek Road with this preliminary plan subdivision. Navarro Creek Road is a local street situated in the western portion of the subject property. It is just north of Pearce Lane in eastern Travis County in the City of Austin's 5-Mile ETJ, Development Desired Zone.

The staff is recommending this variance because Navarro Creek Road is located just to the north of Dry Creek and is within 100-year floodplain. Connecting and extending this road from proposed development is not an option because it is not economically feasible; it would require numerous environmental variances, a CLOMAR Revision from FEMA and would be too expense to build a bridge across the creek. It abuts a 43 acre tract which is also part of proposed development located in the 100-year floodplain. The applicant is not proposing any development except for a water quality pond in this 43 acre tract. It will not serve any purpose to extend the street.

See attached justification letter from the applicant's engineer.

ISSUES:
The staff has not received any inquiries from any adjacent property owners or from anyone else regarding this variance.

BUDGETARY AND FISCAL IMPACT:
None
REQUIRED AUTHORIZATIONS:
None

EXHIBITS:
Location map, proposed plat and applicant's variance justification letter.

AMB: ja
0709

updated-7-17-09 11:00am

Carlson, Brigance & Doering, Inc.
Civil Engineering ❖ Surveying

March 12, 2009

The Honorable Samuel T. Biscoe
Travis County Commissioner's Court
314 W. 11th Street
Austin, Texas 78701

RE: SUN CHASE PHASE ONE
FILE #C8J-08-0212
VARIANCE REQUEST FOR TITLE 30-2-151
CBD NO. 4391

Dear Judge Biscoe:

This letter is written on behalf of our client, Qualico, CR, L.P. to formally request a variance from Title 302-2-151 in order to connect the existing streets adjoin the subject property.

Navarro Creek Road is a partially maintained county road; but not a public R.O.W. as it is part of the unrecorded Bailey Subdivision. The hydraulic conditions located between our project and Navarro Creek Road prohibit a connection to the existing street. Using the data from 100-Year Floodplain Study performed by Carlson, Brigance & Doering, Inc., a bridge approximately 600 feet in length would be required to cross Dry Creek to make the connection. Economically, it is not feasible to construct a 600-foot causeway to connect to this road. The flat topography creates a wide shallow floodplain which triggers such a large structure to make the crossing.

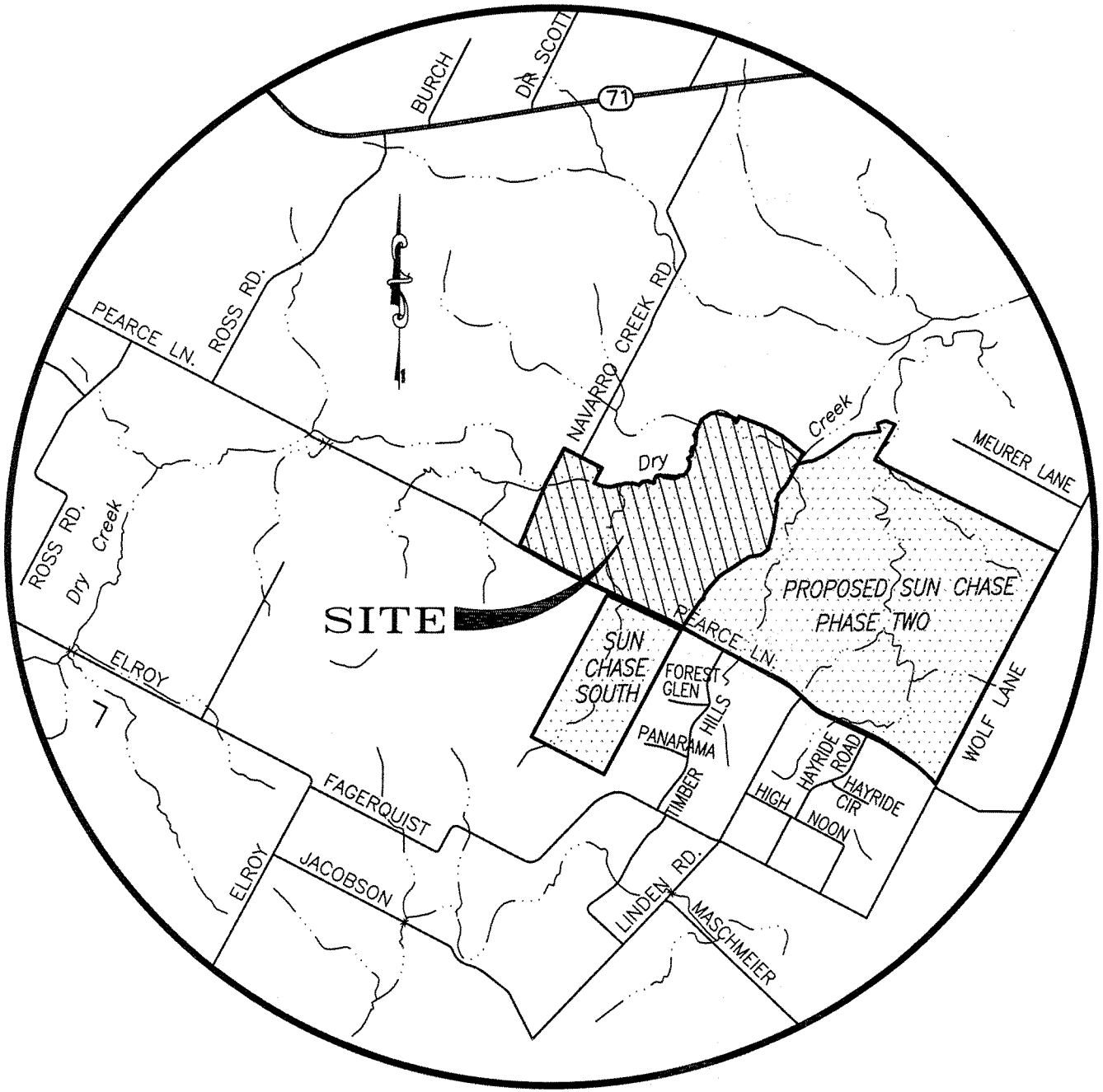
Therefore, due to this constraint, we feel this variance can be approved. If you have any questions, please call me at 280-5160.

Thank you,
CARLSON, BRIGANCE & DOERING, INC.

Brett R. Pasquarella, P.E.
Vice President

BP/cgo

5501 West William Cannon ❖ Austin, Texas 78749 ❖ (512) 280-5160 ❖ Fax (512) 280-5165



LOCATION MAP

SCALE: 1" = 4000'

updated-7-17-09 11:00am

updated-7-17-09 11:00am

SUN CHASE PHASE ONE

A SMALL LOT SUBDIVISION

SCALE: 1"=300'

LEGEND

L.S.E.	LANDSCAPE EASEMENT
W.W.E.	WASTEWATER EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
D.E.	DRAINAGE EASEMENT
17	LOT NUMBER
(A)	BLOCK NUMBER
— — —	EASEMENT LINE
· · · · ·	SIDEWALK LOCATION
CWQZ	CRITICAL WATER QUALITY ZONE
WQTZ	WATER QUALITY TRANSITION ZONE
— · —	FEMA 100 YEAR FLOODPLAIN
— —	DEVELOPED 100 YEAR FLOODPLAIN
——	CREEK CENTERLINE
☆	ELECTRIC TOWER
▬	CLUSTER MAIL BOX LOCATION
(3)	ADJACENT PROPERTY OWNER INFORMATION (SEE SHEET 2)

LAND USE TABLE

LAND USE (LOT NO. & BLOCK)	ACREAGE	BUILDING DEFINITION	MAXIMUM UNITS PER ACRE
COMMERCIAL LOTS LOTS 227, 228 & 229 BLOCK "A"	11.89 ACRES	GENERAL RETAIL	
VILLAGE CASITA LOTS LOT 60 BLOCK "H" & LOT 30 BLOCK "P"	14.54 ACRES	CONDOMINIUM	24 UNITS/ ACRE
COMMUNITY FACILITY LOT LOT 29 BLOCK "P"	10.42 ACRES	COMMUNITY	
SCHOOL LOT LOT 230 BLOCK "A"	18.29 ACRES	SCHOOL	
CEMETERY LOT LOT 237 BLOCK "A"	0.04 ACRES	CEMETERY	

LINE TABLE

LINE	LENGTH	BEARING
L1	146.51	[illegible]
L2	183.75	[illegible]
L3	94.84	[illegible]
L4	236.09	[illegible]
L5	35.48	[illegible]
L6	108.08	[illegible]
L7	118.84	[illegible]
L8	36.58	[illegible]
L9	184.38	[illegible]
L10	91.77	[illegible]
L11	76.51	[illegible]
L12	87.02	[illegible]
L13	134.43	[illegible]
L14	35.56	[illegible]
L15	83.72	[illegible]
L16	88.43	[illegible]
L17	80.81	[illegible]
L18	58.77	[illegible]
L19	86.48	[illegible]
L20	212.38	[illegible]
L21	74.83	[illegible]
L22	75.70	[illegible]
L23	24.65	[illegible]
L24	86.94	[illegible]
L25	100.62	[illegible]
L26	128.12	[illegible]
L27	106.79	[illegible]
L28	73.73	[illegible]
L29	86.35	[illegible]
L30	134.33	[illegible]
L31	104.72	[illegible]
L32	100.86	[illegible]
L33	80.07	[illegible]
L34	82.33	[illegible]
L35	142.46	[illegible]
L36	86.37	[illegible]
L37	103.59	[illegible]
L38	321.88	[illegible]
L39	170.91	[illegible]
L40	138.43	[illegible]
L41	81.41	[illegible]
L42	160.76	[illegible]
L43	24.33	[illegible]
L44	86.40	[illegible]
L45	196.82	[illegible]
L46	47.71	[illegible]
L47	26.59	[illegible]
L48	132.79	[illegible]
L49	181.88	[illegible]
L50	87.12	[illegible]
L51	67.37	[illegible]
L52	157.41	[illegible]
L53	56.10	[illegible]
L54	56.27	[illegible]
L55	26.41	[illegible]
L56	330.04	[illegible]
L57	138.08	[illegible]
L58	86.82	[illegible]
L59	20.37	[illegible]
L60	70.00	[illegible]
L61	14.23	[illegible]
L62	181.57	[illegible]
L63	12.00	[illegible]
L64	13.26	[illegible]
L65	5.00	[illegible]

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C1	1143.00'	152.97'	76.59'	152.84'	[illegible]	7°40'01"
C2	20.00'	31.42'	20.00'	28.28'	[illegible]	90°00'00"
C3	20.00'	31.42'	20.00'	28.28'	[illegible]	90°00'00"
C4	1243.00'	100.36'	50.23'	100.33'	[illegible]	[illegible]
C5	807.00'	180.54'	90.34'	180.26'	[illegible]	[illegible]
C6	25.00'	38.88'	24.72'	35.15'	[illegible]	[illegible]

LOCATION MAP

SCALE: 1" = 4000'

DATE: MARCH 26, 2009
TOTAL ACREAGE: 456.91 ACRES
SURVEY: JOSE ANOTONIO NAVARRO GRANT ABSTRACT NO. 18

OWNER: QUALICO CR, LP
ATTN: VERA D. MASSARO
7940 SHOAL CREEK BLVD., SUITE 201
AUSTIN, TEXAS 78757
PHONE: (512) 371-8937
FAX: (512) 371-5728

OWNER: CENTURY RANCH I, L.P.
5656 BEE CAVES ROAD, SUITE F-201
AUSTIN, TEXAS 78746
PHONE: (512) 306-0073
FAX: (512) 309-6688

ENGINEER AND SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DR.
AUSTIN, TEXAS 78749
PHONE: (512) 280-5160
FAX: (512) 280-5165

FLOOD PLAIN NOTE

THE 100 YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48453C0540H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008, COMMUNITY NUMBER 481026.

ENGINEERS CERTIFICATION

THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I PREPARED THE PLANS SUBMITTED HEREWITH, AND THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF, AND THAT SAID PLANS COMPLY WITH THE CITY OF AUSTIN CODES AND ORDINANCES AND TRAVIS COUNTY.

WITNESS MY HAND THIS__________DAY OF__________ 2009.

BRETT R. PASQUARELLA P.E. NO. 84789

STATE OF TEXAS — BRETT R. PASQUARELLA — 84789 — LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC. ID# F3791

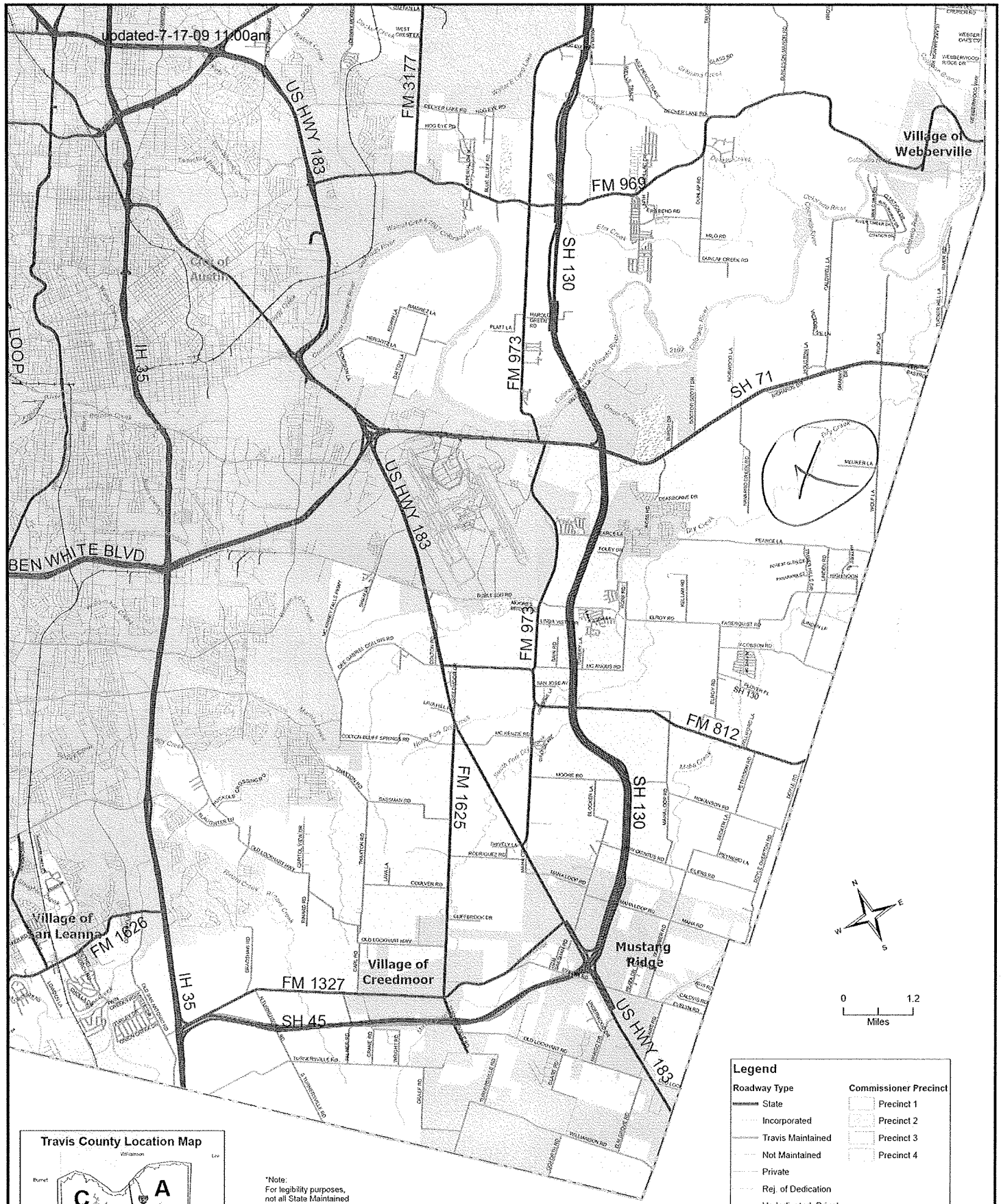
COA FILE# C8J-2008-0212

JOB NAME: SUN CHASE PHASE ONE		SHEET: PRELIMINARY PLAN 300 SCALE	
PROJECT: PRELIMINARY PLAN - A SMALL LOT SUBDIVISION	DESIGNED BY: BRP	DRAFTED BY: JBL	DATE: MARCH 2009

JOB NUMBER 4591

SHEET 1 OF 8

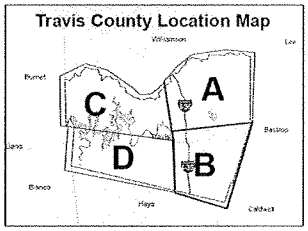
Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165



Legend

Roadway Type	Commissioner Precinct
State	Precinct 1
Incorporated	Precinct 2
Travis Maintained	Precinct 3
Not Maintained	Precinct 4
Private	
Rej. of Dedication	
Undedicated, Private	
Railroad	
Travis County Park	
Water Body	
Incorporated Area	

Travis County Location Map



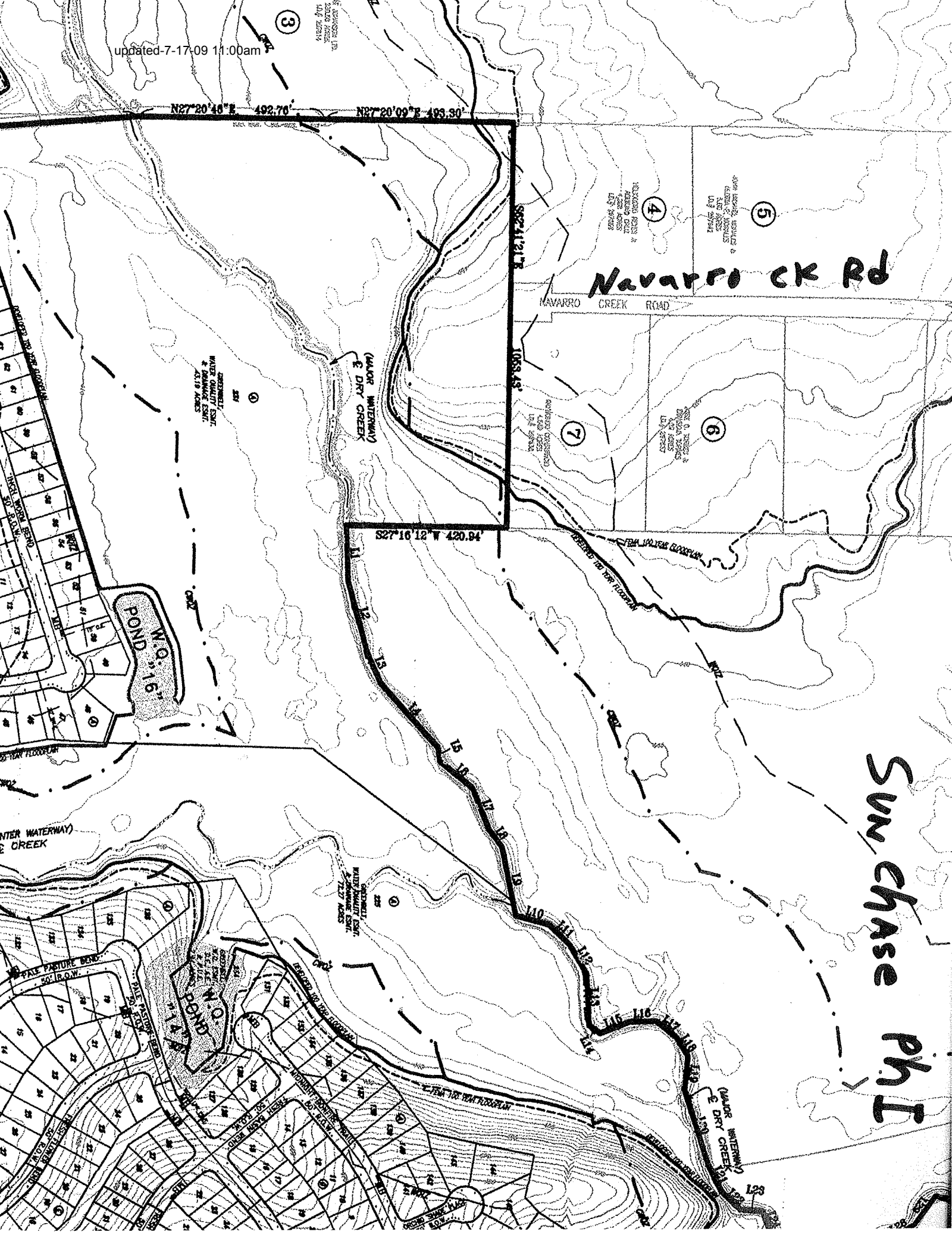
*Note:
For legibility purposes, not all State Maintained roadways are shown in red.

Source(s): City of Austin Roads - COA 2008, Unincorporated Roads - Travis County January 2009 Creeks- NHD '05, Parks - Travis County 5/2008, Commissioner Precincts-Travis County Voter Registrar 2002.

Map Disclaimer: This map was created for the Travis County Sign Crew to identify Travis County maintained roadways. The data is provided "as is" with no warranties of any kind.

Travis County Roadways, Map B

Map Prepared by: Travis County, Dept. of Transportation & Natural Resources Date: 1/7/2009


updated-7-17-09 11:00am
N27°20'46"E 492.76'
N27°20'09"E 493.30'
S62°41'21"E
1053.43'
S27°16'12"W 420.94'
Navarro CK Rd
NAVARRO CREEK ROAD
(MAJOR WATERWAY) ℄ DRY CREEK
W.Q. POND "16"
W.Q. POND "14"
PALE PASTURE BEND
Sun Chase Ph I

updated-7-17-09 11:00am

12

Travis County Commissioners Court Agenda Request

Voting Session July 21, 2009 (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 the proposed Interlocal Cooperation Agreement with the Pflugerville Independent School District for sharing half the cost of the installation of a traffic signal at the intersection of Dessau Road at the entrance to Dessau Middle School.

C. C. Approved by: _____

Sarah Eckhardt, Travis County Commissioner, Precinct Two

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

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

Don Ward, TNR (854-9317)
David Greear, TNR (854-7650)
Cynthia McDonald (854-4239)
Christopher Gilmore (854-9415)
John Hille (854-9415)

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854 -9106)

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

Human Resources Department (854 -9165)

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

Purchasing Office (854 -9700)

☐ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854 -9415)

☐ Contract, Agreement, Policy & Procedure

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

updated-7-17-09 11:00am

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4697

July 9, 2009

MEMORANDUM

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager, TNR

FROM: Donald W. Ward, P.E., Director Road Maintenance and Fleet Services

SUBJECT: Consider and take appropriate action on the proposed Interlocal Cooperation Agreement with the Pflugerville Independent School District for sharing half the cost of the installation of a traffic signal at the intersection of Dessau Road at the entrance to Dessau Middle School.

Proposed Motion:

Consider and take appropriate action on the proposed Interlocal Cooperation Agreement with the Pflugerville Independent School District for sharing half the cost of the installation of a traffic signal at the intersection of Dessau Road at the entrance to Dessau Middle School.

Summary and Recommendation:

TNR Traffic Engineering has conducted a traffic signal warrant study for the intersection of Dessau Road at the entrance to Dessau Middle School, and it meets the criteria and has received engineering approval for the installation of a traffic signal. TNR and Pflugerville ISD have been working together to improve safe access to the school as well as improve traffic circulation in and around the three school campuses (Dessau Middle School, Dessau Elementary, and Delco Primary) which will all take access to this signalized intersection. Currently students who live on the east side of Dessau Road are bussed to the three campuses as it is deemed unsafe for pedestrians to cross Dessau Road without a traffic signal. Pflugerville ISD is currently extending the driveway that is to be signalized through the back of their property and making a connection to nearby Harrisglenn Drive for improved circulation.

TNR, the Travis County Attorney's Office and Pflugerville ISD have worked together to create the current interlocal cooperative agreement proposed in this motion. Pflugerville ISD has approved and signed the attached interlocal agreement being proposed. The estimated cost of the traffic signal to be designed and constructed by the City of Austin is $137,948.30. The proposed interlocal cooperative agreement with Travis County states that Pflugerville ISD will pay

updated-7-17-09 11:00am
$69,974.15 (50%) of the total estimated cost of the traffic signal. Travis County has issued purchase order 421741 for the total estimated amount of the traffic signal and will apply the $69,974.15 it receives from Pflugerville ISD as soon as the proposed interlocal agreement is signed by the County. All construction and maintenance will be completed by the City of Austin per current interlocal cooperative agreement.

Budgetary and Fiscal Impact:

Upon approval of the interlocal, funding for this signal will be $69,974.15 from PISD, and the remaining $69,974.15 funded from the Road and Bridge fund, 099-4931-621-8162.

Background:

Dessau Road is a divided 4-lane major arterial running north and south connecting Parmer Lane and Howard Lane. The three school campuses located in this area are Dessau Middle School, Dessau Elementary, and Delco Primary School. Pflugerville ISD will provide two school crossing guards at this signalized intersection once school starts in the fall assuming the traffic signal is installed. The traffic signal is estimated to be installed by the end of August 2009.

Attachments

Cc John Hille, County Attorney's Office
Christopher Gilmore, County Attorney's Office
Cynthia McDonald, TNR
David Greear, P.E., TNR
Joe Hall, P.E., TNR
Central File

INTERLOCAL COOPERATION AGREEMENT
PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT AND TRAVIS COUNTY

This Interlocal Agreement is made and entered into by and between the Pflugerville Independent School District, a school district situated in Travis, County, Texas, (the "District"), and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, the District desires to have constructed a Traffic Control signal light at the intersection of Dessau Road and the entrance to Dessau Middle School ("the Project"); and

WHEREAS, the Project is within the jurisdiction of the County; and

WHEREAS, the District desires to pay sixty-eight thousand nine hundred seventy-four dollars and fifteen cents ($68,974.15) as its share of the cost of the Project; and

WHEREAS, the County desires to pay for the cost of the Project in excess of sixty-eight thousand nine hundred seventy-four dollars and fifteen cents ($68,974.15); and

WHEREAS, the Parties desire to define their responsibilities for the development of the Project; and

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

NOW, THEREFORE, the Parties agree as follows:

1. The County agrees to:

   (a) prepare construction drawings of the proposed signal light construction located at the intersection of Dessau Road and the entrance to Dessau Middle School in Travis County;

   (b) follow the Texas Manual of Uniform Traffic Control Devices for Streets and Highways for the placement and construction of the signal;

   (c) pay for the cost associated with the construction of the Project in excess of sixty-eight thousand nine hundred seventy-four dollars and fifteen cents ($68,974.15);

   (d) acknowledge that the payment of sixty-eight thousand nine hundred seventy-four dollars and fifteen cents ($68,974.15) by the District to the County fulfills any and all obligations that the District may have towards its share of the Project's cost;

   (e) endeavor to complete the Project in advance of the start of the 2009-2010 school year on August 25, 2009;

(f) maintain the Project's traffic control signal light;

(g) pay for the cost associated with electrical setup and monthly billing for the signal light; and

(h) review traffic signal timing sheets and update said timing sheets in response to future traffic loads with approval of the County.

2. The District agrees to:

(a) pay to the County sixty-eight thousand nine hundred seventy-four dollars and fifteen cents ($68,974.15) as its share of the cost of the Project; and

(b) make all necessary improvements on District property to facilitate the safe movement of vehicles and pedestrians on its property;

3. The District will make the required payment under this agreement within thirty (30) days after the District Board of Trustees approval of said agreement.

4. The Executive Manager of the Travis County Transportation and Natural Resources Department (the "Manager") will act on behalf of the County with respect to the work to be performed under this Agreement and will have complete authority to interpret and define the County's policies and decisions with respect to the construction of the Project. The Manager may designate a Project Manager and may designate other representatives to transmit instructions and receive information. The District shall designate a Project Manager to coordinate with the County and to receive and transmit information and instructions and who likewise will have complete authority to interpret and define the District's policies and decisions with respect to its responsibilities within the Project.

5. The construction of the Project shall be in accordance with all applicable County standards.

6. Miscellaneous.

(a) Force Majeure. In the event that the performance by the County or the District of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereto.

(b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following

addresses:

DISTRICT: Pflugerville Independent School District
Attention: Charles Dupre, Superintendent
1401 West Pecan
Pflugerville, Texas 78660

WITH COPY TO: Bill Clayton, Executive Director Support Services
Pflugerville Independent School District
1401 West Pecan
Pflugerville, Texas 78660

COUNTY: Executive Manager, TNR
P.O. Box 1748
Austin, Texas 78767

WITH COPY TO: Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

(c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neutral gender and the singular of plural number shall each be deemed to include the others.

(d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the joint construction of the Project. 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. However, any consent, waiver, approval or authorization shall be effective, if signed by the party granting or making such consent, waiver, approval, or authorization. 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. No official, representative, agent, or employee of the District has any authority to modify this Agreement, except as may be granted by the Board of Trustees of the Pflugerville Independent School District.

(e) Effective Date. This Agreement takes effect upon the complete execution of the Agreement by the County and the District.

(f) Other Instruments. The parties hereto covenant and agree that they will execute other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(i) Current Funds. The party paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

Effective as of the later date set forth below.

THE PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT

By: _____

Name: Charles Dupre

Title: Superintendent of Schools

Charles Dupre, Superintendent

Date: _____

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe, County Judge

Date: _____

5

(g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(i) Current Funds. The party paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

Effective as of the later date set forth below.

THE PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT

By:_____
Charles Dupre, Superintendent

Date: 06/15/09

TRAVIS COUNTY, TEXAS

By:_____
Samuel T. Biscoe, County Judge

Date:_____

#11

Travis County Commissioners Court Agenda Request

Voting Session **07/21/09** (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 a Variance to Title 30-2-151 which require streets of a new subdivision shall be align with existing streets on adjoining property (Navarro Creek Road) for a preliminary plan subdivision in Precinct 4: Sun Chase Phase I.

C. Approved by:

Margaret J. Gomez

Commissioner Margaret Gomez, Precinct 4

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

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

Joe Arriaga: 854-7562
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)

RECEIVED COUNTY JUDGE'S OFFICE 09 JUL 17 AM 11:20

____ 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.

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767

MEMORANDUM

July 3, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Director, Development Services

SUBJECT: Variance Only – Sun Chase Phase I

PROPOSED MOTION:

A. Approve a Variance to Title 30-2-151 which require streets of a new subdivision shall be align with existing streets on adjoining property (Navarro Creek Road) for a preliminary plan subdivision in Precinct 4: Sun Chase Phase I.

SUMMARY AND STAFF RECOMMENDATION:

The applicant is requesting a variance to Title 30-151 which requires that streets of a new subdivision shall be aligned with existing streets; the applicant is intending not to extend Navarro Creek Road with this preliminary plan subdivision. Navarro Creek Road is a local street situated in the western portion of the subject property. It is just north of Pearce Lane in eastern Travis County in the City of Austin's 5-Mile ETJ, Development Desired Zone.

The staff is recommending this variance because Navarro Creek Road is located just to the north of Dry Creek and is within 100-year floodplain. Connecting and extending this road from proposed development is not an option because it is not economically feasible; it would require numerous environmental variances, a CLOMAR Revision from FEMA and would be too expense to build a bridge across the creek. It abuts a 43 acre tract which is also part of proposed development located in the 100-year floodplain. The applicant is not proposing any development except for a water quality pond in this 43 acre tract. It will not serve any purpose to extend the street.

See attached justification letter from the applicant's engineer.

ISSUES:
The staff has not received any inquiries from any adjacent property owners or from anyone else regarding this variance.

BUDGETARY AND FISCAL IMPACT:
None
REQUIRED AUTHORIZATIONS:
None

EXHIBITS:
Location map, proposed plat and applicant's variance justification letter.

AMB: ja
0709

updated-7-17-09 11:00am

Carlson, Brigance & Doering, Inc.
Civil Engineering ❖ Surveying

March 12, 2009

The Honorable Samuel T. Biscoe
Travis County Commissioner's Court
314 W. 11th Street
Austin, Texas 78701

RE: SUN CHASE PHASE ONE
FILE #C8J-08-0212
VARIANCE REQUEST FOR TITLE 30-2-151
CBD NO. 4391

Dear Judge Biscoe:

This letter is written on behalf of our client, Qualico, CR, L.P. to formally request a variance from Title 302-2-151 in order to connect the existing streets adjoin the subject property.

Navarro Creek Road is a partially maintained county road; but not a public R.O.W. as it is part of the unrecorded Bailey Subdivision. The hydraulic conditions located between our project and Navarro Creek Road prohibit a connection to the existing street. Using the data from 100-Year Floodplain Study performed by Carlson, Brigance & Doering, Inc., a bridge approximately 600 feet in length would be required to cross Dry Creek to make the connection. Economically, it is not feasible to construct a 600-foot causeway to connect to this road. The flat topography creates a wide shallow floodplain which triggers such a large structure to make the crossing.

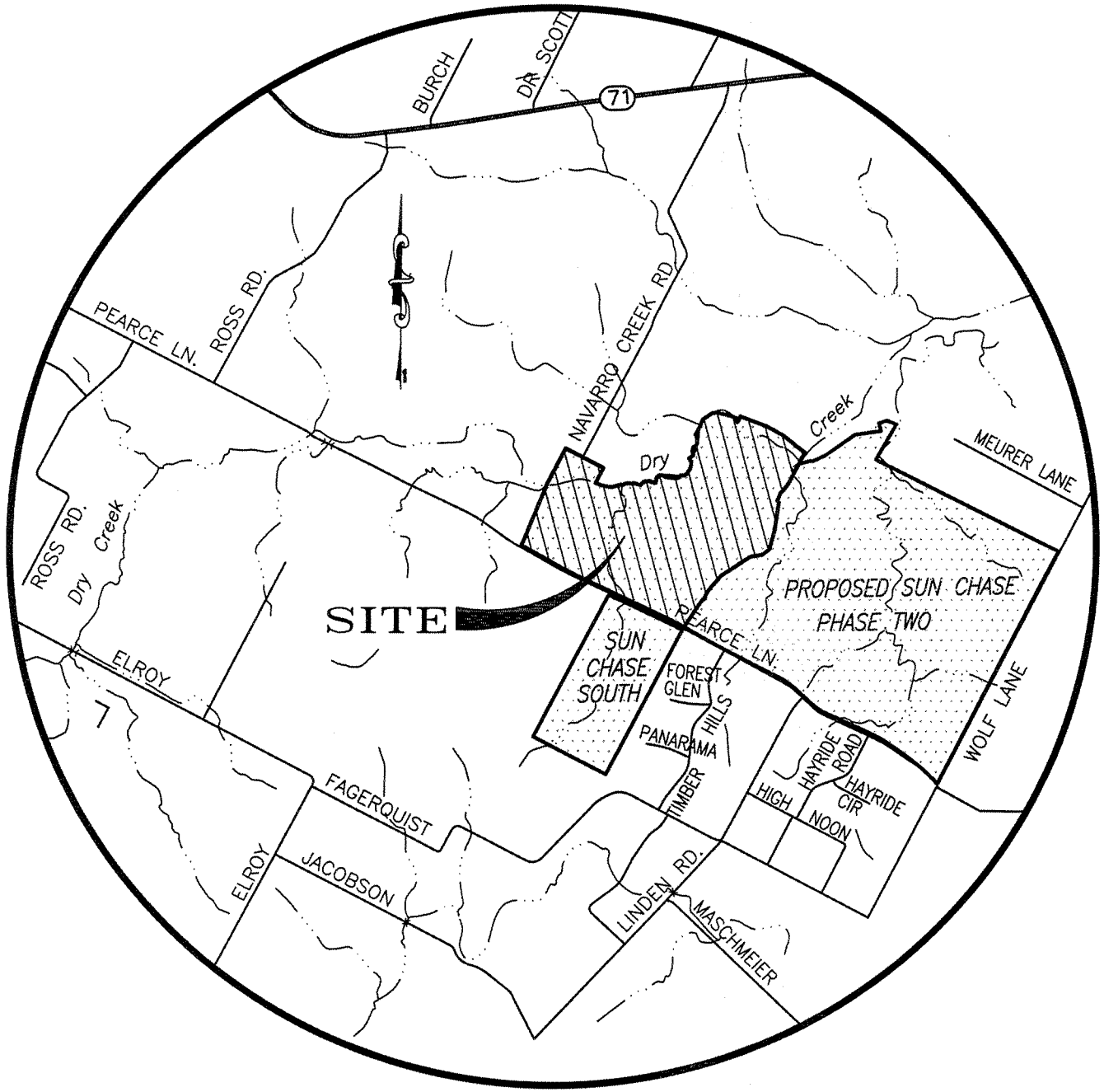
Therefore, due to this constraint, we feel this variance can be approved. If you have any questions, please call me at 280-5160.

Thank you,
CARLSON, BRIGANCE & DOERING, INC.

Brett R. Pasquarella, P.E.
Vice President

BP/cgo

5501 West William Cannon ❖ Austin, Texas 78749 ❖ (512) 280-5160 ❖ Fax (512) 280-5165



LOCATION MAP

SCALE: 1" = 4000'

updated-7-17-09 11:00am

updated-7-17-09 11:00am

SUN CHASE PHASE ONE

A SMALL LOT SUBDIVISION

SCALE: 1"=300'

LEGEND

L.S.E.	LANDSCAPE EASEMENT
W.W.E.	WASTEWATER EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
D.E.	DRAINAGE EASEMENT
17	LOT NUMBER
(A)	BLOCK NUMBER
	EASEMENT LINE
	SIDEWALK LOCATION
CWQZ	CRITICAL WATER QUALITY ZONE
WQTZ	WATER QUALITY TRANSITION ZONE
	FEMA 100 YEAR FLOODPLAIN
	DEVELOPED 100 YEAR FLOODPLAIN
	CREEK CENTERLINE
	ELECTRIC TOWER
	CLUSTER MAIL BOX LOCATION
(3)	ADJACENT PROPERTY OWNER INFORMATION (SEE SHEET 2)

LOCATION MAP

SCALE: 1" = 4000'

LAND USE TABLE			
LAND USE (LOT NO. & BLOCK)	ACREAGE	BUILDING DEFINITION	MAXIMUM UNITS PER ACRE
COMMERCIAL LOTS LOTS 227, 228 & 229 BLOCK "A"	11.89 ACRES	GENERAL RETAIL	
VILLAGE CASTA LOTS LOT 60 BLOCK "N" & LOT 30 BLOCK "P"	14.54 ACRES	CONDOMINIUM	24 UNITS/ ACRE
COMMUNITY FACILITY LOT LOT 29 BLOCK "P"	10.42 ACRES	COMMUNITY	
SCHOOL LOT LOT 230 BLOCK "A"	18.29 ACRES	SCHOOL	
CEMETERY LOT LOT 237 BLOCK "A"	0.04 ACRES	CEMETERY	

DATE: MARCH 26, 2009
TOTAL ACREAGE: 456.91 ACRES
SURVEY: JOSE ANOTONIO NAVARRO GRANT ABSTRACT NO. 18

OWNER: QUALICO CR, LP
ATTN: VERA D. MASSARO
7940 SHOAL CREEK BLVD., SUITE 201
AUSTIN, TEXAS 78757
PHONE: (512) 371-8937
FAX: (512) 371-5728

OWNER: CENTURY RANCH I, L.P.
5656 BEE CAVES ROAD, SUITE F-201
AUSTIN, TEXAS 78746
PHONE: (512) 306-0073
FAX: (512) 309-6688

ENGINEER AND SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DR.
AUSTIN, TEXAS 78749
PHONE: (512) 280-5160
FAX: (512) 280-5165

LINE TABLE		
LINE	LENGTH	BEARING
L1	148.51	[illegible]
L2	183.75	[illegible]
L3	64.84	[illegible]
L4	238.09	[illegible]
L5	35.48	[illegible]
L6	109.08	[illegible]
L7	116.84	[illegible]
L8	36.59	[illegible]
L9	154.38	[illegible]
L10	81.77	[illegible]
L11	76.81	[illegible]
L12	87.02	[illegible]
L13	134.03	[illegible]
L14	36.56	[illegible]
L15	83.72	[illegible]
L16	66.43	[illegible]
L17	85.81	[illegible]
L18	58.77	[illegible]
L19	89.46	[illegible]
L20	272.38	[illegible]
L21	70.81	[illegible]
L22	70.70	[illegible]
L23	58.80	[illegible]
L24	66.94	[illegible]
L25	102.87	[illegible]
L26	126.12	[illegible]
L27	108.78	[illegible]
L28	73.53	[illegible]
L29	85.30	[illegible]
L30	134.57	[illegible]
L31	104.77	[illegible]
L32	100.84	[illegible]
L33	90.07	[illegible]
L34	87.31	[illegible]
L35	142.48	[illegible]
L36	96.37	[illegible]
L37	103.59	[illegible]
L38	377.48	[illegible]
L39	230.51	[illegible]
L40	138.40	[illegible]
L41	81.41	[illegible]
L42	190.79	[illegible]
L43	24.53	[illegible]
L44	86.40	[illegible]
L45	128.82	[illegible]
L46	47.71	[illegible]
L47	36.59	[illegible]
L48	132.78	[illegible]
L49	161.86	[illegible]
L50	87.12	[illegible]
L51	87.77	[illegible]
L52	151.41	[illegible]
L53	86.10	[illegible]
L54	56.37	[illegible]
L55	36.41	[illegible]
L56	350.04	[illegible]
L57	138.05	[illegible]
L58	86.62	[illegible]
L59	26.37	[illegible]
L60	76.00	[illegible]
L61	14.23	[illegible]
L62	181.07	[illegible]
L63	12.80	[illegible]
L64	13.28	[illegible]
L65	5.00	[illegible]

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C1	1143.00'	152.95'	76.56'	152.84'	S30°06'08"W	7°40'01"
C2	20.00'	31.42'	20.00'	28.28'	S11°01'30"E	90°00'00"
C3	20.00'	31.42'	20.00'	28.28'	S78°58'10"W	90°00'00"
C4	1063.00'	100.36'	50.22'	100.32'	N38°43'33"E	5°24'33"
C5	207.00'	180.54'	80.34'	180.28'	S34°24'40"W	50°46'53"
C6	25.00'	38.96'	24.72'	35.15'	[illegible]	[illegible]

FLOOD PLAIN NOTE

THE 100 YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48453C0640H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008, COMMUNITY NUMBER 481026.

ENGINEERS CERTIFICATION

THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I PREPARED THE PLANS SUBMITTED HEREWITH, AND THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF, AND THAT SAID PLANS COMPLY WITH THE CITY OF AUSTIN CODES AND ORDINANCES AND TRAVIS COUNTY.

WITNESS MY HAND THIS________DAY OF________, 2009.

BRETT R. PASQUARELLA P.E. NO. 84769

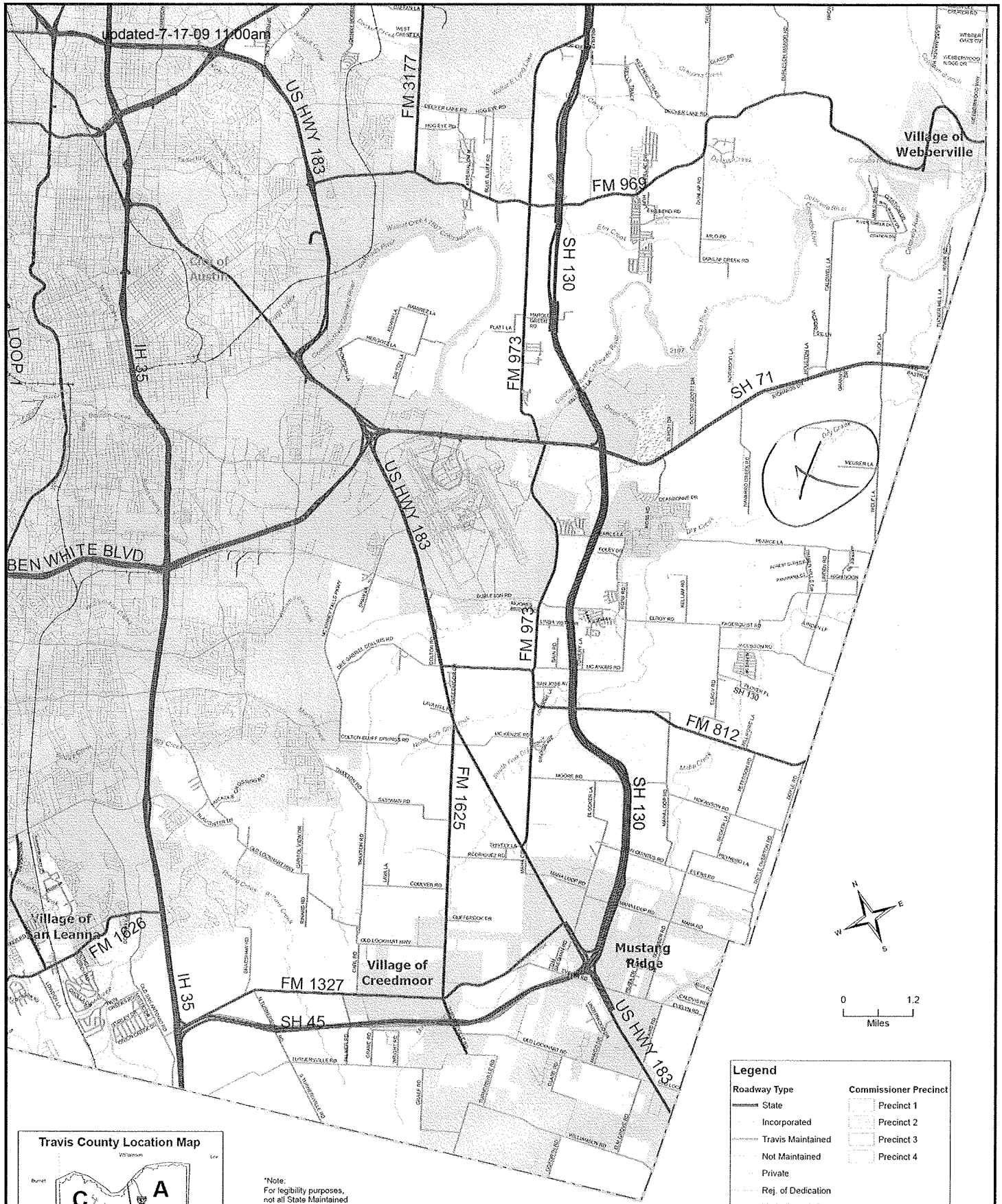
STATE OF TEXAS — BRETT R. PASQUARELLA — 84769 — LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC.

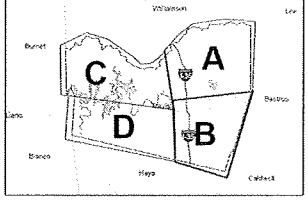
COA FILE# C8J-2008-0212

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749

JOB NAME: SUN CHASE PHASE ONE
SHEET: PRELIMINARY PLAN 300 SCALE
PROJECT: PRELIMINARY PLAN - A SMALL LOT SUBDIVISION
DESIGNED BY: BRP
DRAFTED BY: JSL
DATE: MARCH 2009
SHEET 1 OF 8



Travis County Location Map



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

Source(s): City of Austin Roads - COA 2008, Unincorporated Roads - Travis County January 2009 Creeks- NHD '05, Parks - Travis County 5/2008, Commissioner Precincts-Travis County Voter Registrar 2002.

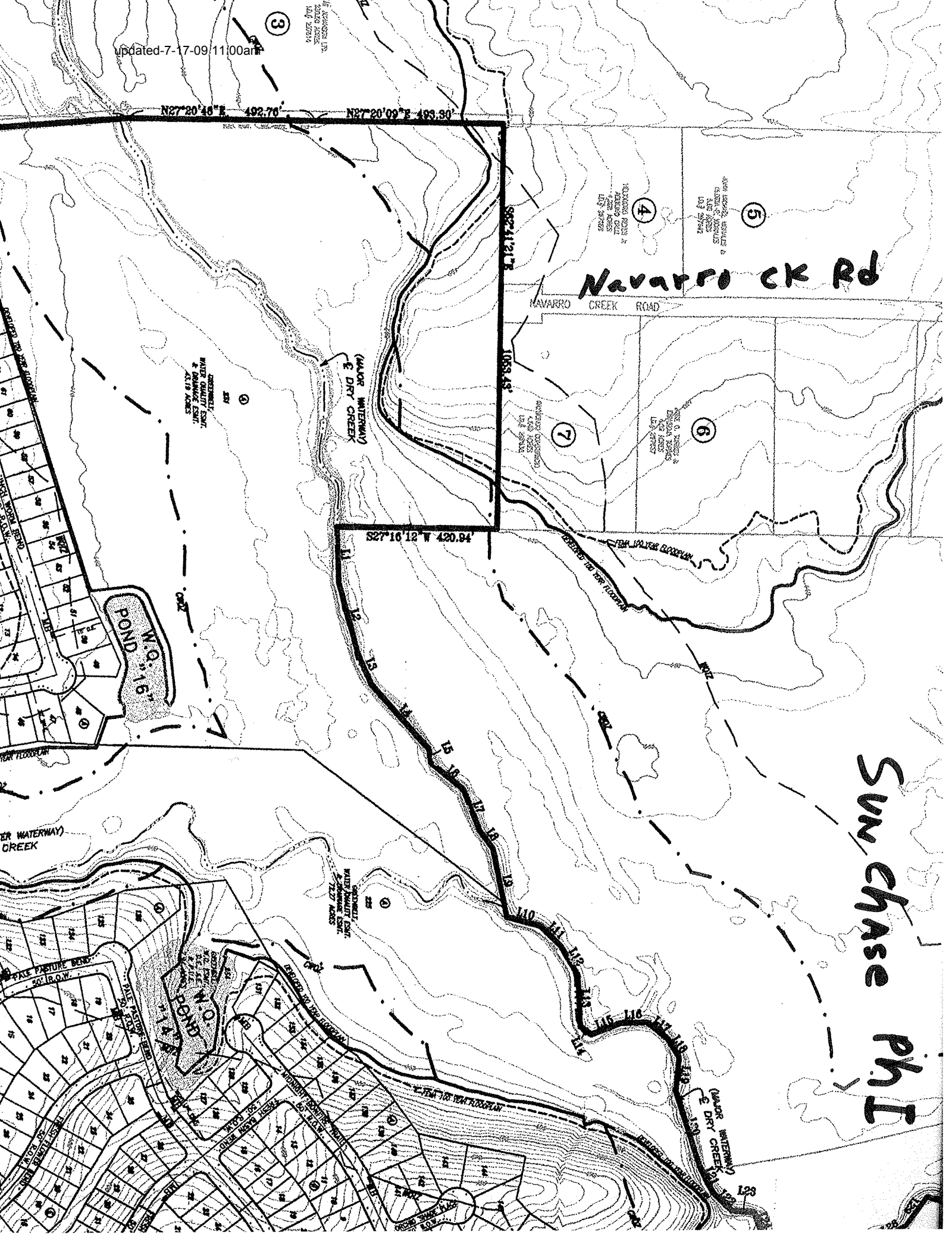
Legend

Roadway Type	Commissioner Precinct
State	Precinct 1
Incorporated	Precinct 2
Travis Maintained	Precinct 3
Not Maintained	Precinct 4
Private	
Rej. of Dedication	
Undedicated, Private	
Railroad	
Travis County Park	
Water Body	
Incorporated Area	

Map Disclaimer. This map was created for the Travis County Sign Crew to identify Travis County maintained roadways. The data is provided "as is" with no warranties of any kind.

Travis County Roadways, Map B

Map Prepared by: Travis County, Dept. of Transportation & Natural Resources Date: 1/7/2009


updated-7-17-09 11:00am
N27°20'48"E 492.76'
N27°20'09"E 493.30'
S62°41'21"E
1053.43'
S27°16'12"W 420.94'
Navarro CK Rd
NAVARRO CREEK ROAD
(MAJOR WATERWAY) ℄ DRY CREEK
W.Q. POND "16"
W.Q. POND "14"
PALE PASTURE BEND 50' R.O.W.
FEMA 100 YEAR FLOODPLAIN
DEVELOPED 100 YEAR FLOODPLAIN
Sun Chase Ph I

updated-7-17-09 11:00am

13

Travis County Commissioners Court Agenda Request

Voting Session 7/21/09 (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 action on a request to compensate property owner $6,410 in lieu of constructing a fence as part of the Anderson mill Road expansion project Right-of-Way acquisition agreement.

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:

Joseph P. Gieselman, TNR	854-9383	Chris Gilmore, Asst. Co. Atty	854-9510
Steve Manilla, TNR	854-9383	Cynthia McDonalds, TNR	854-9383
Steve Sun, TNR	854-9383	Brunilda Cruz, TNR	854-9883
Chiddi N'Jie, TNR	854-9383		

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

__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.

updated-7-17-09 11:00am

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

July 14, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Steve Manilla, PE, Public Works Director

SUBJECT: Anderson Mill Road

Fence replacement per Right-of-Way Purchase Agreement (11005 Anderson Mill Rd)

Proposed Motion

Consider and take action on a request to compensate property owner $6,410 in lieu of constructing a fence as part of the Anderson mill Road expansion project Right-of-Way acquisition agreement.

Summary and Recommendations

As part of the right-of-way (ROW) acquisition process for the expansion of the Anderson Mill Road, some property owners, as part of the compensation for land needed for the road expansion were also compensated for privacy fence . Others choice not to be compensated for the fence but for the County to construct their privacy fence after the completion of the project. The ROW acquired from 11005 Anderson Mill Road belongs to the later group. Mr. Ross Silvey, the property owner, has requested that, inleau of constructing the fence as was previously agreed to, he wants the County to give him the money it would have cost the County to construct the fence under the roadway construction contract. That amount comes to a total of $6,410. Staff recommends honoring Mr. Silvey's request by paying him the amount of $6,410.

Budgetary And Fiscal Impact

The remaining project budget (see attached information from TNR Financial) far exceeds the $6,410 being requested. There is no significant fiscal difference between paying him out right in lieu of constructing the privacy fence.

Project Background Summary
The Anderson Mill Road and Drainage Improvements project was authorized and funded by the 2001 Bond election for right-of-way acquisition and roadway construction. It is located in the North West sector of the County that is now in Precinct 3, but formerly was in Precinct 2 when originally authorized through the bond elections. The project limits are from RM620 to just east of Spicewood Parkway. The proposed improvements include reconstructing an existing mostly two-lane rural arterial to a four-lane divided urban (curb and gutter) arterial with bicycle lanes, sidewalks, and associated drainage and water quality improvements. The project was completed in May 2008.

ROW was acquired from several property owners to accommodate the roadway expansion. The final negotiated amount paid to the respective property owners included payment for fencing or agreement for the County to construct the fence after completion of the expansion. This property falls in the later group; i.e. for the county to construct the fence. Mr. Ross Silvey, the property owner, has requested that, instead of constructing the fence as was previously agreed to, he wants the County to give him the money it would have cost the County to construct the privacy fence under the roadway construction contract. That amount comes to a total of $6,410. He wants to apply that towards the construction of a more expensive architectural fence.

Budgetary and Fiscal Requirements
The remaining project budget far exceeds the $6,410 being requested. There is no significant fiscal difference between paying him out right or constructing the fence. Paying him will actually save the County time spent in construction.

A copy of the budgetary and account information from TNR Financial is attached to this memorandum.

If you have any questions or need additional information, please call me at ext. 49429.

Attachments:

1. Signed confirmation letter requesting payment in lieu of constructing the fence.
2. Project Location Map
3. Budget Info from TNR Financial
4. ROW Fence Agreement List

Copy: Christopher Gilmore, Asst. County Attorney
Cynthia McDonalds, Financial Division Manager
Donna Williams-Jones, Senior Financial Analyst
Brunilda Cruz, Financial Analyst
Steve Sun, PE, CIP Manger
Greg Chico, TNR ROW Manager
Chiddi N'Jie, PE, Project Manager

updated 7-17-09, 11:00am

CODE: 2100

RECEIVED
JUL 08 2009
TNR

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 512-854-4626

VIA Hand Delivery

May 27, 2009

Ross Silvey
11005 Anderson Mill Rd,
Austin, TX 78726

RE: Replacement of Existing 6' Fence

Dear Ross Silvey:

As per our previous letter dated June 30, 2008 (**Revised July 7, 2008**), and subsequent telephone conversations and messages, Travis County, under the terms of a contract/purchase agreement for a portion of the property located at 11005 Anderson Mill Rd, Austin, TX 78726, agreed to replace the privacy fence on the frontage of Anderson Mill along the new right-of-way line. This new fence will replace the existing 6' cedar wood privacy fence (constructed by the County under a separate agreement).

You have requested, however, that in lieu of constructing this new fence, you want Travis County to give you the amount it will cost the County to replace the fence. Per our roadway construction contract, the cost of replacing your existing fence is $22 per linear foot, which includes the cost of removal and disposal of the existing fence. The total length of the fence is 255 linear feet plus two similarly constructed 12' wide cedar plank gates at $400 each. The total cost is $6410. If this amount is agreeable to you, TNR will take this request to the Commissioners' Court for further action. Please indicate your acceptance of this amount as full compensation for replacing the fence and all associated items on your property by signing your name in the space provided below.

If you are not agreeable to this amount for full compensation under the terms of the purchase agreement and all subsequent agreements, if applicable, the County will proceed with the new fence construction starting on the week of **June 15 2009**. The 6' high privacy fence that was constructed in September 2006 by the County will be removed unless you prefer otherwise. Please advise us in writing or by telephone, whether you want that 6' fence to be removed or to remain in place, not later than **June 10 2009**. If I do not hear from you by **June 10 2009**, the County will assume that you want the existing 6'

high privacy fence to be removed, and it will be removed as the new 6' privacy fence is being constructed.

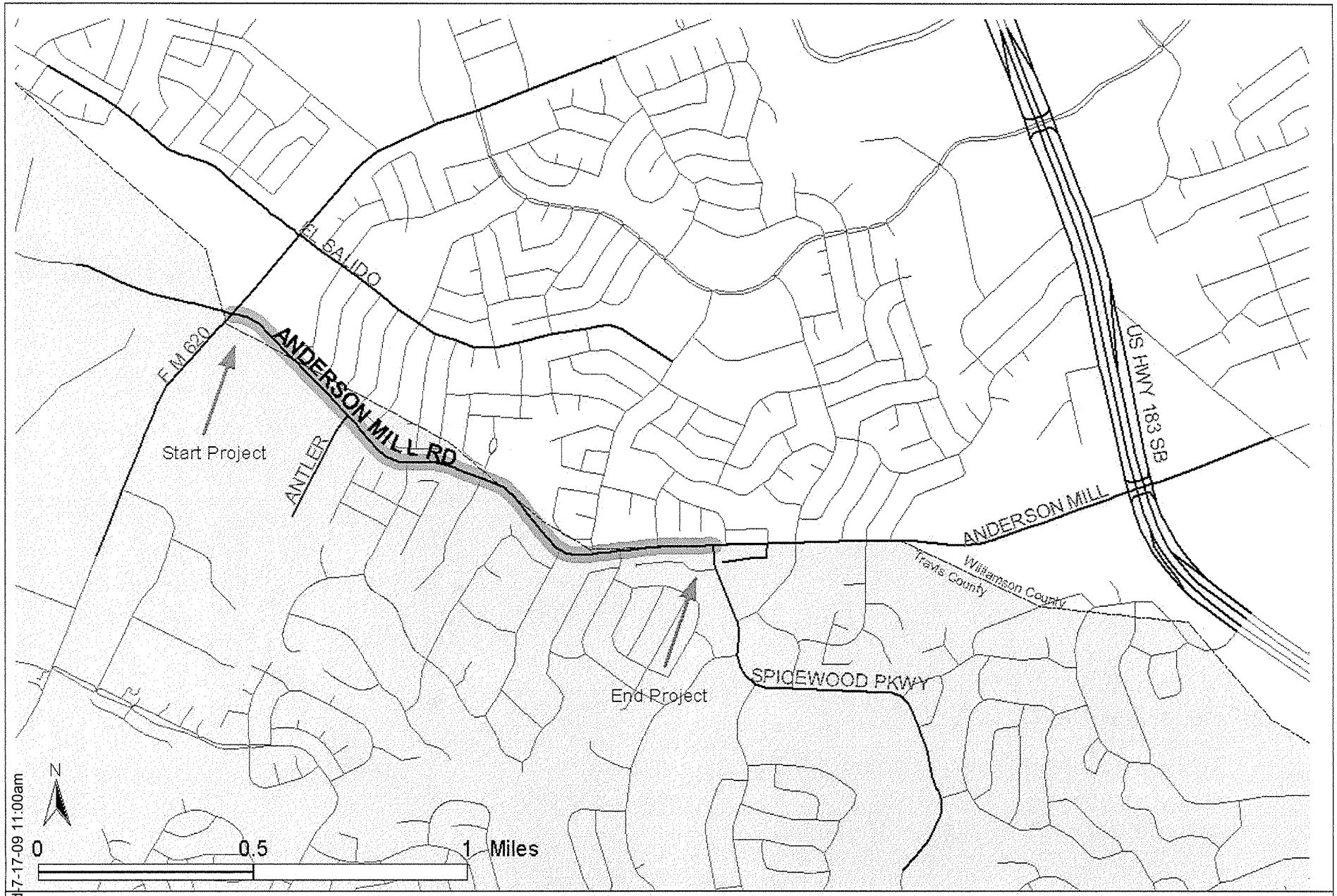
This work may require entering your property. Any restoration needed as a result of this will be rendered upon completion of the fence construction. You are also asked to take care of any precautionary measures that you may need to take (securing pets, etc). If no one will be at home during the week of **June 15 2009**, we ask that you leave the gate opened, if applicable. If you need special consideration to comply with this request or need additional information, please call me at 512.854.7585.

Sincerely,

Chiddi N'Jie, P.E.
Project Manager

Agreed: Ross Silvey
Ross Silvey

cc: Chris Gilmore, Assistant County Attorney
Steve Manilla, P.E., Public Works Director
Steve Sun, PE, CIP Manager
Central Files: 3110.Anderson Mill/Construction



Updated 7-17-09 11:00am

Data Source(s): Roads - E911 Roads 02/05. Travis County Boundary - STATCO.
Disclaimer: Map for general reference purposes only with no warranties of any kind.

Anderson Mill Project Location Map

Map Prepared by: Travis County, Transportation & Natural Resources
Date: October 10, 2005
http://www.co.travis.tx.us/maps

updated-7-17-09 11:00am

Budget Info from TNR

TNR, Travis County
Budget Review
Anderson Mill Road - Spicewood/RM620

BUDGET

1997 CIP BOND FUNDS	$500,000.00
1997 CIP BOND FROM HOWARD LN	$505,000.00
2001 CIP BOND FUNDS	$6,390,000.00
2001 CIP BOND FROM TWIN CREEKS PR	$1,065,150.00
CITY OF AUSTIN INTERLOCAL AGREEME	$212,883.00
DEVELOPER-PARKE@ AM LP	$23,485.00
DEVELOPER-SIX TWENTY HILL CNTRY	$58,686.25
DEVELOPER-PLAZA VOLENTE	$3,754.00
DEVELOPER-PARKE RDW HOLDINGS, IN	$78,728.00
DEVELOPER-ROCKLEDGE	$137,250.00
TOTAL BUDGET	**$8,974,936.25**

OBLIGATIONS

Expended to Date	$8,468,169.22
Encumbrances	$261,911.06
TOTAL OBLIGATIONS	**$8,730,080.28**

REMAINING AMOUNT	**$244,855.97**

ROW Fence Agreement List Updated 7-17-08 11:00am

FENCES/PROBLEMS/ISSUES

2-25-05

CHIDDI — MOST OF THESE HOMEOWNERS WANT A TEMPORARY FENCE KEPT UP AT ALL TIMES TO SECURE PRIVACY, SAFTEY OF THEIR PETS AND LIMIT LIABILITY AND SAFTEY AROUND THEIR SWIMMING POOLS. I THINK IT PRUDENT TO KEEP "ALL" THEIR FENCES UP AT ALL TIMES DURING CONSTRUCTION WHEN POSSIBLE.

TCO MUST CONSTRUCT FENCING

OWNER	PARCEL #	COMMENTS
BECK (Ross Silvey)	**14**	DO NOT PARK HEAVY EQUIPMENT ON OR CLOSE TO BECKS PROPERTY (MAY HAVE NEW OWNER)
HERNANDEZ	**18**	
GOTT	**19**	WANTS WOOD FROM THE TREES THAT ARE BEING CUT DOWN ON HIS PROPERTY.
WONG	**21**	
HERRERA	**22**	
WHITE	**23**	
LOPEZ	**24**	PET IN BACKYARD FENCE MUST STAY UP AT ALL TIMES
NEWSOM	**27**	

COMMERICAL PROPERTY HAS ROCK WALL AROUND IT

OWNER	PARCEL #	COMMENTS
WILSHIRE HOMES	**20**	TCO TO BORE UNDER WALL FOR DRAINAGE, NOT MOVING OR REMOVING WALL…..

TCO TO CONSTRUCT WOOD PRIVACY FENCE ON RETAINING WALL:

OWNER	PARCEL #	COMMENTS
HENNINGTON/ LAMAR	**25/26**	TCO to construct wood privacy fence on wall per meeting (see attached)

TCO HAS NO RESPONISBILITY FOR FENING OR WALL CONSTRUCTION:

Owner	Parcel #	COMMENTS
LAVERY	**15**	
LOBECK	**16**	
PORTER	**17**	
PETTY	**28**	KEEP PRIVACY FENCE UP AT ALL TIMES
VACEK	**29**	KEEP PRIVACY FENCE UP AT ALL TIMES
KIDWELL	**30**	
WENZLAFF	**31**	

14

BUDGET AMENDMENTS AND TRANSFERS
FY 2009

COUNTY JUDGE'S OFFICE
09 JUL 15 AM 10:43

7/21/2009

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		063	9800	981	9892	Reserves	Fund 063 Allocated Reserves		$ 770	1
		063	2901	552	3001	JP Pct. 4	Office Equip, Furn, & Supp	$ 770		

OTHER

Authorize purchase of three smaller ambulances instead of two larger ambulances and one command vehicle approved in the FY 09 CO's at a savings of $57,660 3

updated-7-17-09 11:00am

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst

DATE: July 14, 2009

RE: Request by Justice of the Peace, Pct. 4 for $770 from the Vital Statistic Preservation Fund for the Purchase of Security Paper

JP4 is requesting to transfer $770 from the Allocated Reserve of Fund 063, the Vital Statistic Preservation Fund to purchase security paper. Security paper is expensive, specialized paper used to print birth and death certificates. This special fund is dedicated to fund specifically to this kind of expense. The current balance in this Allocated Reserve is $26,645 with a total expenditure this fiscal year of $1,870. PBO recommends funding this request.

cc: Rodney Rhoades, Leroy Nellis, Jessica Rio, PBO
The Honorable Raul Gonzalez, Justice of the Peace, Pct. 4
Diana Cantu, Office Manager, JP4

Budget Adjustment: 16870

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

Author: 29 - CANTU, DIANA
Court Date: Tuesday, Jul 21 2009
Preservation Fund to Office Supplies (Security Paper)

Created: 7/10/2009 2:51:42 PM
Dept: RESERVES

updated-7-17-09 11:00am

From Account	Acct Desc	Project	Proj Desc	Amount
063-9800-981-9892	ALLOCATED RESERVES			770
				770

To Account		Project	Amount
063-2901-552-3001	OFFICE EQUIP,FURN, & SUPP		770
			770

Approvals	Dept	Approved By	Date Approved
Originator	29	DIANA CANTU	7/14/2009 10:35:03 AM
DepOffice	29	DIANA CANTU	7/14/2009 10:35:11 AM
DepOfficeTo	29	DIANA CANTU	7/14/2009 10:35:19 AM

PBO Concurs. Dakamia 7/14/09
Margaret Mellis 7/15/09

2

updated-7-17-09 11:00am

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst

DATE: July 14, 2009

RE: EMS use of FY 09 Certificate of Obligation Funding

EMS requests Commissioners Court approval to modify its originally approved ambulance purchase from two larger frame ambulances and a command vehicle to three smaller ambulances. EMS outlines the programmatic benefits and cost savings to the County in its memo to the Court dated 07/09/09. PBO concurs with the department's intent.

PBO recommends approval of the request.

cc: Rodney Rhoades, Leroy Nellis, PBO
Danny Hobby, Executive Manager, Emergency Services
Toby Farris, Christine Lego, Emergency Services

updated-7-17-09 11:00am

EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER
P.O.BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

Emergency Management
Pete Baldwin, Emergency Mgmt. Coordinator

Fire Marshal
Hershel Lee

Medical Examiner
Dr. David Dolinak

STAR Flight
Casey Ping, Program Manager

Technology & Communications

To: Travis County Commissioners Court

Via: Rodney Rhoades, Planning & Budget Executive Manager

From: Danny Hobby, Emergency Services Executive Manager

Date: Thursday, July 9, 2009

Subject: Use of FY09 Certificate of Obligation Funding in the Capital Purchase of Three Ambulances

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Proposed Motion:

CONSIDER AND TAKE APPROPRIATE ACTION IN CONFIRMING CAPITAL SPENDING AUTHORITY THROUGH THE USE OF FY09 CERTIFICATE OF OBLIGATION ("COB") FUNDS IN THE BUYBOARD PURCHASE OF THREE AMBULANCES VIA WHEELED COACH.

Summary & Staff Recommendation:

Travis County has an annual system obligation of contributing capital assets to the cooperative Austin-Travis County Emergency Medical Services ("EMS") program. The original FY09 system obligation called for purchasing three vehicles via COB funds – two Wheeled Coach ambulances built on an International 4300 chassis and one EMS command truck built on a Ford Super-Duty F-350 chassis – at an estimated budget total of $450,000.

In an effort to cut costs through value-engineering and achieve the best value for the program, Travis County's FY09 obligation has since been modified to three smaller ambulances – two Wheeled Coach ambulances built on a Ford Super-Duty chassis, instead of the larger make by International, and one light-duty ambulance built on a Dodge Sprinter high-top van chassis – at a quoted BuyBoard purchase amount of $392,340.

This amounts to an approximate savings of $57,000 from the original budgeted amount of $450,000. There are no programmatic issues or concerns.

Therefore, the recommendation is to approve the proposed motion. The County EMS Manager, TCES departmental staff, and City partners such as the EMS Director and EMS Fleet Commander all concur with and back the recommendation to change the County's vehicle requirements and purchase the smaller-type ambulances via COB funds this year. This is supported by the following points:

- Lower initial cost for purchase (< $400K for all three vehicles vs. ~ $450K)

- Less cost to operate and maintain (these are smaller and lighter vehicles)
- Higher emission diesel standards; More miles-per-gallon (2010 vs. previous)
- Smaller/Lighter vehicles that are better suited for heavy traffic and fit more easily into garage bays while still being mission suitable.

Issue(s):

The only issue with the requested action has to do with concerns regarding COB constraints and formally approving the vehicle configuration changes. As a result, this is being put on the agenda as an internal budget and amendment discussion item for Commissioners Court approval.

There appear to be no other issues or concerns with approving the requested action, as our understanding is that Bond Counsel approval has been obtained by PBO and that this will be a BuyBoard purchase that satisfies and complies with the public procurement requirements.

Budgetary Impact:

The necessary not-to-exceed funding of $400,000 (since decreased from the original budgeted amount of $450,000) for this effort is a budgeted expense included in the approved TCES 513-5915-807-8020 account for EMS, Department 59.

The anticipated BuyBoard purchase summary is as follows:

• 2EA	Wheeled Coach Type I Ambulances, F-450, 153" x 72" (Includes unit cost of $157,180 and $800 BuyBoard Fee)	$315,160
• 1EA	Wheeled Coach Crusader Plus Type II Ambulance, 2500 Cargo (Includes unit cost of $76,380 and $800 BuyBoard Fee)	$ 77,180
		$392,340

Attachment(s):

BuyBoard Purchase Proposals by Wheeled Coach
H.T.E. Account Balance Inquiry Page

Cc:

Audit –	Jose Palacios, Sean O'Neal
Legal –	Barbara Wilson
PBO –	Jessica Rio, Leroy Nellis, Randy Lott
Purchasing –	Bonnie Floyd
TNR Fleet –	Mike Joyce
TCES –	Christine Lego, Toby Fariss (TF)

updated-7-17-09 11:00am

BuyBoard Purchase Proposal

Travis County
July 2009

BuyBoard Contract # 246-06

Presented by:

WHEELED COACH INDUSTRIES
P.O. Box 677339
Orlando, FL 32867-7339

Contact

GASPAR GARCIA - 800-338-0630
cell - 817-291-3009
fax - 800-513-8194

BASE UNIT

Qty	*Code*	*Description*	*Price Each*	*Extended Price*
2	-	Wheeled Coach Type I,153" x 72" Module, per KKK specs,, 2010 model Ford F-450	$ 84,878.00	$ 169,756.00

PUBLISHED OPTIONS

Qty	*Code*	*Description*	*Price Each*	*Extended Price*
		PLEASE SEE ATTACHED		$ -
			BASE SUB-TOTAL	**$ 48,938.00**

UNPUBLISHED OPTIONS

Qty	*Code*	*Description*	*Price Each*	*Extended Price*
		PLEASE SEE ATTACHED		$ -
				$ -
			BASE SUB-TOTAL	**$ 23,364.00**

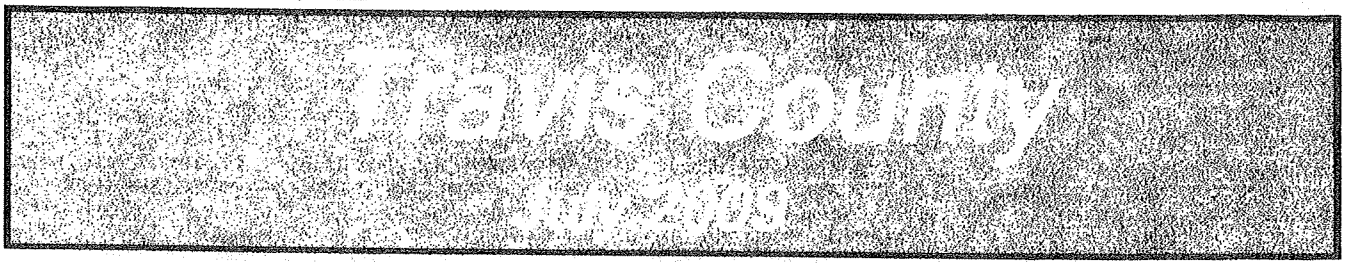
Base Unit TOTAL	$ 84,878.00
Published Options TOTAL	$ 48,938.00
Unpublished Options TOTAL	$ 23,364.00
TOTAL PURCHASE PRICE PER UNIT	$ 157,180.00
TOTAL OF ALL UNITS	$ 314,360.00
BuyBoard Fee	$ 800.00
TOTAL PURCHASE ORDER PRICE	$ 315,160.00

2 **NUMBER OF UNITS ORDERED**

6

updated-7-17-09 11:00am

BuyBoard Purchase Proposal



BuyBoard Contract # 246-06

Presented by:

WHEELED COACH INDUSTRIES
P.O. Box 677339
Orlando, FL 32867-7339

Contact

GASPAR GARCIA - 800-338-0630
cell - 817-291-3009
fax - 800-513-8194

BASE UNIT

Qty	*Code*	*Description*	*Price Each*	*Extended Price*
1	-	Wheeled Coach Crusader Plus Type II, Dodge 2500 Cargo van, per KKK specs,, 2008 model SPRINTER	$ 67,500.00	$ 67,500.00
			BASE SUB-TOTAL	$ 67,500.00

PUBLISHED OPTIONS

Qty	*Code*	*Description*	*Price Each*	*Extended Price*
1	1200425	Inverter system 1000 watt - An inverter in compliance with KKK certifications rated at 1000 watts continuous duty shall be installed and wired to interior outlets.	$ 1,351.00	$ 1,351.00
1	1050111	Auxiliary air conditioner condenser as per KKK -A1822 specification	$ 577.00	$ 577.00
			BASE SUB-TOTAL	$ 1,928.00

UNPUBLISHED OPTIONS

Qty	*Code*	*Description*	*Price Each*	*Extended Price*
1	-	Custom Paint	$ 4,702.00	$ 4,702.00
1	-	Custom Graphics	$ 2,250.00	$ 2,250.00
			BASE SUB-TOTAL	$ 6,952.00

Base Unit TOTAL	$ 67,500.00
Published Options TOTAL	$ 1,928.00
Unpublished Options TOTAL	$ 6,952.00
TOTAL PURCHASE PRICE PER UNIT	$ 76,380.00
TOTAL OF ALL UNITS	$ 76,380.00
BuyBoard Fee	$ 800.00
TOTAL PURCHASE ORDER PRICE -	$ 77,180.00

1 **NUMBER OF UNITS ORDERED**

PDF created with pdfFactory trial version www.pdffactory.com

7

GM200I13
Fiscal update 7-1-2009 1:00am

TRAVIS COUNTY
Account Balance Inquiry

6/22/09
09:18:48

Account number	513-5915-807.80-20	
Fund	513	L/T CERT OF OBLIG 2009
Department	59	EMERGENCY MEDICAL SERVICE
Division	15	EMS CONSOLIDATION
Activity basic	80	CAPITAL PROJECTS
Sub activity	7	HLTH & HUM SVC (HUM SVC)
Element	80	CAPITAL EQMT
Object	20	AUTOMOBILES & TRUCKS

Original budget	0		
Revised budget	400,000	06/16/2009	
Actual expenditures - current	.00		
Actual expenditures - ytd	.00		
Unposted expenditures	.00		
Encumbered amount	.00		
Unposted encumbrances	.00		
Pre-encumbrance amount	.00		
Total expenditures & encumbrances:	.00	0.0%	
Unencumbered balance	400,000.00	100.0	

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

GM183I01

TRAVIS COUNTY
Project Account Inquiry

6/22/09
09:15:34

Project . . . . . : LAMB02 CAP EQUIP-AMBULANCES
Account number . . . : 513-5915-807.80-20
Account description . : AUTOMOBILES & TRUCKS

Position to . . . . . : ____ Fiscal year

Type options, press Enter.
1=Select

Opt	Fiscal yr	Budget	Ytd (Exclud encumb)	Balance
_	2009	400,000.00	.00	400,000.00

F11=Include encumbrances **F12=Cancel**

8

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

updated-7-17-09 11:00am

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
($186,728)	Juvenile Probation	7/14/09	Pharmaceuticals expense
$4,567,298	**Current Balance**		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
($100,000)	Indigent Attn Costs: County Court at Law #8
($300,000)	Indigent Attn Costs: Capital Murder Case Costs
($39,900)	Ad Space for November Polling Places
($158,125)	Resources for Fail Safe Voting
($20,000)	Hazmat
($16,000)	Hazmat Equipment Maintenance
($80,000)	Postage
($80,000)	Records Storage
($20,000)	Aviation Software
($300,000)	Fuel Price Increase
($63,500)	Cadaver Contract Increase
($100,000)	Family Drug Treatment Court
($347,110)	Utility Cost Increase
($15,000)	Copy Paper
($2,650)	Intergovernmental Relations support
($300,000)	Indigent Attn Costs: Capital Murder Cases
($184,778)	Drug Court
($29,302)	Bilingual Supplemental Pay
($100,000)	General Fund Subsidy
($700,000)	Reserve for Economic Downturn
($230,000)	Reserve for Cost Increases
($3,186,365)	**Total Possible Future Expenses (Earmarks)**
$1,380,933	***Remaining Allocated Reserve Balance After Possible Future Expenditures***

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

updated-7-17-09 11:00am

Amount	Dept Transferred Into	Date	Explanation
$2,865,553			Beginning Balance
$67,125	Criminal Courts	10/27/08	Return CAR Funding for CCC#8 - Sound System was funded mid-year FY08
$4,620	ITS Centralized Comp.Serv	11/4/08	Budget Line Item Correction
($28,000)	Facilities	11/18/08	Rebudgeting correction HMS Courthouse HVAC Phase 4 Project
($500,000)	Sheriff	2/24/09	Software Purchase
($68,000)	Facilities	2/24/09	Repair Chiller at CJC/Gault Bldg.
($42,696)	TNR	3/24/09	Mini-Excavator
($20,045)	Criminal Courts	4/7/09	IT Equipment
($23,900)	Civil Courts	4/7/09	IT Equipment
$2,254,657	**Current Reserve Balance**		

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

Amount	Explanation
($95,500)	Failing Vehicles Contingency
($30,000)	Aviation Software
($125,500)	**Total Possible Future Expenses (Earmarks)**
$2,129,157	***Remaining CAR Balance After Possible Future Expenditures***

updated-7-17-09 11:00am

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

Amount	Dept Transferred Into	Date	Explanation
$5,980			Beginning Balance - Bilingual Pay
($1,820)	HRMD	6/16/09	Pilot Bilingual Testing
$4,160	**Current Reserve Balance**		

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

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

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

Amount	Dept Transferred Into	Date	Explanation
$1,108,121			Beginning Balance
$1,108,121	**Current Reserve Balance**		

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

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

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

Amount	Dept Transferred Into	Date	Explanation
$2,347,947			Beginning Balance
$2,347,947	**Current Reserve Balance**		

updated-7-17-09 11:00am

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
$3,050,000	TNR	7/2/09	Reimbursement HMAC Program
$38,075,228	**Current Reserve Balance**		

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

Amount	Dept Transferred Into	Date	Explanation
$621,663			Beginning Balance
($1,410)	Auditor	12/17/08	Training Expenses
($14,500)	Auditor	12/17/08	Furniture and Training
($5,970)	Auditor	1/12/09	Furniture and Printer
($4,968)	Auditor	1/12/09	Printer Maintenance & Supplies
($6,135)	Auditor	1/27/09	Equip/Supplies for Implementatin
($407)	Auditor	1/27/09	Equip/Supplies for Implementatin
($275)	Auditor	2/5/09	Equip/Supplies for Implementatin
($1,549)	Auditor	2/13/09	Supply Expense
($2,522)	Auditor	2/13/09	Supply & Printer Stand
($6,391)	Auditor	3/4/09	Printer and Shredder
($2,970)	Auditor	3/4/09	Software
($4,309)	Auditor	3/4/09	Printer & Shredder Main. & Supp.
($485)	Auditor	5/6/09	Supply Expense
($1,022)	Auditor	6/30/09	One-time Expense
($1,275)	Auditor	7/14/09	Training Expenses
$567,475	**Current Reserve Balance**		

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

Amount	Dept Transferred Into	Date	Explanation
$82,420			Beginning Balance
$82,420	**Current Reserve Balance**		

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

Amount	Dept Transferred Into	Date	Explanation
$81,095			Beginning Balance
($63,124)	ITS	2/19/09	Security Analyst FTE
-3371	ITS	6/2/2009	Furniture & Equip
$14,600	**Current Reserve Balance**		

updated-7-17-09 1:20pm

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

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

updated-7-17-09 11:00am

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:
07-21-09

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

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

a) Grant application to Supreme Court of Texas, Permanent Judicial Commission for Children, Youth and Families to continue the Office of Child Representation through FY 10.
b) Grant application to Supreme Court of Texas, Permanent Judicial Commission for Children, Youth and Families to continue the Office of Parental Representation through FY 10.
c) Grant contract with the Texas Department of Housing and Community Affairs for Health and Human Services and Veterans Services to continue to provide weatherization repairs for low income households through the Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program.
d) Grant contract with the Texas Department of Housing and Community Affairs for Health and Human Services and Veterans Services to continue to provide weatherization repairs for low income households through the Department of Energy (DOE) Weatherization Program.
e) Approve the close-out of the grant contract with the Office of the Governor's Criminal Justice Division for the FY 08 Drug Diversion Court and deobligate $6674 of unspent funds.

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

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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
Applications									
a	55	Office of Child Representation	10/1/2009 - 9/30/2010	$180,466	$492,534	8	1	19	
b	55	Office of Parent Representation	10/1/2009 - 9/30/2010	$187,455	$485,545	8	1	29	
Contracts									
c	58	DOE Weatherization Assistance Program	4/1/2009 - 3/31/2010	$169,371			1	41	
d	58	LIHEAP Weatherization Assistance Program	4/1/2009 - 3/31/2010	$598,300			1	61	
Other									
e	24	Drug Diversion Court	9/1/2007 - 8/31/2008	$160,041			1	80	

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 italized. Additional details for these grants are summarized on page XXX.

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

45	FY 10 BJA Mental Health Court Collaboration-COPE (Collaborative Opportunities for Positive Change)	$200,000	$50,000	10/1/2009 - 9/30/2011	2	3/10/2009
37	***2009 COPS Hiring Recovery Program (CHRP) ARRA***	$2,273,688		10/1/2009 - 9/30/2012	12	4/7/2009
37	***2009 Byrne Justice Assistance Grant (ARRA)***	$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	***21st Century Community Learning Centers, Cycle 6, Year 1***	$2,019,500		8/1/2009 - 7/31/2010	13	4/7/2009
39	***Recovery Act Combating Criminal Nacrotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations (ARRA)***	$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	***Travis County Mentoring Project (ARRA)***	$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	***Byrne Memorial Competitive Grant Supporting Problem Solving Courts (ARRA)***	$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 Videoconferenceing 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	***Parenting in Recovery***	$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	***Juvenile Treatment Drug Court Enhancement Grant from OJJDP***	$424,979	$141,667	10/1/2009 - 9/30/2013	2.5	5/5/2009
45	***Juvenile Treatment Drug Court Enhancement Grant from CSAT***	$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
55	***Travis County Management Strategy for Criminal Justice (ARRA)***	$877,234		10/1/2009 - 9/30/2010	4	5/26/2009
49	Onion Creek Greenway - Urban Outdoor Recreation Grant	$1,000,000	1,000,000	8/21/2008 - 8/20/2011		5/26/2009
37	COPS FY 2009 Technology Program - Firing Range Phase IIa	$300,000		10/1/2009 - 9/30/2012		5/26/2009

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58	***Community Development Block Grant (ARRA) CDBG-R***	$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	***National Initiatives: Adjudication Program***	$150,000		10/1/2009 - 3/31/2011	1.5	6/16/2009
58	***ARRA Texas Weatherization Assistance Program***	$4,498,894		8/1/2009 - 7/31/2011		6/23/2009
14	***Energy Efficiency and Conservation Block Grants - Recovery***	$2,207,900		10/2009 - 04/2011		6/23/2009
45	Residential Susstance Abuse Treatment Program	$102,888	$34,296	10/1/2009 - 9/30/2010	1.58	6/30/2009
37	2009 Byrne Justice Assistance Grant - Non ARRA	$100,000		6/1/2009 - 9/30/2012		7/14/2009
		$59,803,126	$2,524,321		101.07	

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FY 2009 Grants Approved by Commissioners Court

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

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

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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	***Parenting in Recovery***	$500,000	$91,203	9/30/2008 - 9/29/2009	1	11/4/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	$199,320		10/1/2008 - 9/30/2010		11/4/2008
37	Internal Affairs Software Upgrade	$50,000		9/1/2008 - 5/31/2009		11/7/2008
37	Office of Community Oriented Policing Program	$350,738		12/26/2007 - 12/31/2010		11/18/2008
37	State Criminal Alien Assistance Program (SCAAP)	$1,239,273		7/1/2006 - 6/30/2007		11/18/2008
45	Byrne Memorial ISC Residential Programs	$103,888		10/1/2008 - 9/30/2009	1	11/25/2008
23	Project Safe Neighborhoods	$48,518		9/1/2008 - 8/31/2009	0.48	11/25/2008
23	Project Safe Neighborhoods Amendment to FY08	$51,482		9/1/2007 - 8/31/2010	0.52	11/25/2008

58	Customer Assistance Program Plus 1 Funding	$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	***Interlocal Agreement for the Austin/Travis County Family Violence Protection Team***	$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

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24	Drug Diversion Court	$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	***Travis County Mental Health Public Defenders Office***	$250,000	$375,000	10/1/2009 - 9/30/2010	8	5/5/2009

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58	AmeriCorps	$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
37	SCATTF - Sheriff's Combined Auto Theft Task Force	$634,131	$324,862	9/1/2009 - 8/31/2010	12	7/14/2009
		$15,327,058	$2,968,057		83.75	

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FY 2009 Grants Summary Report

Amended Grant Applications

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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
Total Outstanding		$ 596,442	$ 142,560	9.75	

* Original Grant Column shows Beginning FY'08 Amount

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FY 2009 Grants Summary Report

Permission to Continue

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Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
22	Drug Court Program	$84,419.75			1		10/14/2008
24	Drug Diversion Court	$188,474.00			1		10/21/2008
22	Drug Court Program	$84,419.75			1		12/16/2008
24	Drug Diversion Court	$160,041			1		12/16/2008
24	Drug Diversion Court	$160,041			1		1/21/2009
22	Family Drug Treatment Court Program	$84,419.75			1		1/21/2009
58	AmeriCorps	$301,236	$281,606		20		6/30/2009

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Total Outstanding	$1,063,051.25	$ 281,606	25.00

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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.

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Grant Contracts approved by Commissioners Court		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
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	2009 Phase 27 ARRA Emergency Food and Shelter Program. *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.*	$ 40,554	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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
		$ 2,979,619	**$ 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**

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

SUMMARY OF APPROVED CONTRACTS AND APPLICATIONS

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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)	$ 484,252	$ -	$5,893,315	$ -	$5,492,132	$ 266,957	$3,248,561	$ 266,957	$1,805,903	$1,550,307
	Approved Contracts	$ 2,979,619	$ 1,161,189	$2,457,470	$ 883,626	$2,232,470	$ 1,108,627	$2,007,470	$ 1,233,627	$1,507,470	$1,733,627
	Combined Totals	**$ 3,463,871**	**$ 1,161,189**	**$8,350,785**	**$ 883,626**	**$7,724,602**	**$ 1,375,584**	**$5,256,031**	**$ 1,500,584**	**$3,313,373**	**$3,283,928**

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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.

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Outstanding Grant Applications

		FY 09		FY 10		FY 11		FY 12		FY 13	
Dept	Grant Title	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
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) *Grant will supplment 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.*	$ -	$ -	$ 373,517	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). *Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration and Manor Police Department).*	$ -	$ -	$ 877,234	$ -	$ -	$ 26,432	$ -	$ 26,432	$ -	$ 26,432
Criminal Justice Planning	National Initiatives:Adjudication Program (ARRA) *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.*	$ -	$ -	$ 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	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

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.

updated-7-17-09 11:00am

Outstanding Grant Applications

		FY 09		FY 10		FY 11		FY 12		FY 13	
Dept	Grant Title	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
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	$ -
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 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.

updated-7-17-09 11:00am

Outstanding Grant Applications

		FY 09		FY 10		FY 11		FY 12		FY 13	
Dept	Grant Title	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
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	$ -	$ -	$ -
		$484,252	**$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: ☒	Permission to Continue: ☒
	Contract Approval: ☐	Status Report: ☐

Department/Division:	Justice and Public Safety
Contact Person/Title:	Kimberly Pierce
Phone Number:	854-4764

Grant Title:	Office of Child Representation			
Grant Period:	From:	10/1/2009	To:	9/30/2010
Grantor:	The Supreme Court of Texas, Permanent Judical Commission For Children, Youth and Families			
American Recovery and Reinvestment Act (ARRA) Grant			Yes: ☐	No: ☒

Check One:	New: ☐	Continuation: ☒	Amendment: ☐
Check One:	One-Time Award: ☐	Ongoing Award: ☒	
Type of Payment:	Advance: ☐	Reimbursement: ☒	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	***County Match***	In-Kind	**TOTAL**
Personnel:		169,975		463,901		633,877
Operating:		10,491		28,632		39,123
Capital Equipment:						0
Indirect Costs:						0
Total:	0	180,466	0	492,534	0	673,000
FTEs:						8.00

Auditor's Office Review: ☐ Staff Initials: _____

Auditor's Office Comments: _____

County Attorney's Office Contract Review: ☐ Staff Initials: _____

Performance Measures Applicable Depart. Measures	**Projected FY 10 Measure**	**Progress To Date:** 12/31/09	3/31/10	6/31/10	9/30/10	**Projected FY 11 Measure**
Number of children in permanent managing conservatorship participating in the program	TBD					TBD
Reduction in time to final order	TBD					TBD

Reduction in the number of cases requesting to extend statutory deadline	TBD					TBD

PBO Recommendation:

The grantor has requested an update of the office in order to apply for next year's funding. The actual statement of award will arrive in late August. At this time the grantor is allowing unspent grant funds to roll over to next year's budget. PBO is working with CJP to reduce the grant match budget for next year should these funds be able to be used in FY10. PBO recommends approval of 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?

Section 107.012 of the Texas Family Code requires a Judge to appoint an attorney ad litem to represent the interests of child in Child Protective Services (CPS) suits. This request is intended to improve compliance with the Code by recommending the continuance of the Child Public Defender Office. The new office provides quality and consistent legal representation to children in the CPS cases using qualified attorneys who have subject area expertise, institutional knowledge and experience with CPS dockets of Travis County in child abuse and neglect cases.

Historically, the growth in civil indigent attorney costs has largely been driven upward by an increase in the number and complexity of cases, and due to population growth. The Civil Courts requests that the Commissioners Court continue the a public defenders office which provides children in Child Protective Services (CPS) cases with quality, efficient legal representation in child abuse and neglect cases pending in Travis County.

The activities of the Office of Child Representation are those of a small law office. They investigate their cases on behalf of their clients, conduct thorough and independent investigations of cases, conduct all court hearing, develop a theory of their client's case, attend all hearing and trials, prepare their case for appeal and draft all documents necessary for the appeal, and counsel their clients throughout the pendency of their clients case.

Additionally, they are able to utilize the assistance of two legal secretaries and a paralegal. The Managing Attorney ensures the office provides quality services, maintains the departments budget and develop policies and procedures for the office.

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

This grant will be in its second of a three year grant with the state.

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

The grant requires a county match. The department and the Commissioners Court are aware that after the three year grant period, the county will be responsible for 100% of the department's budget. Criminal Justice Planning will continue to seek alternative funding sources.

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

n/a

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

The grant does not require program continuation. However, the grant did provide start up costs. Upon termination of the grant, these monies from the general fund will be to continue the program.

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

This program began in FY 2009. The County is required to provide indigent attorney assistance and currently allocates significant general fund dollars toward this program; this grant, as well as the larger general fund for FY2010, provides a cost effective alternative for the provision of these services.

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 provides an alternative method of providing indigent attorney assistance. It is antincipated that through the use of the OCR, cases will me handled in a more efficient and cost effective manner.

CRIMINAL JUSTICE PLANNING DEPARTMENT

updated-7-17-09 11:00am P.O. Box 1748, Austin, TX 78767, (512) 854-4415, FAX (512) 854-4417

MEMORANDUM

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

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

From: Kimberly Pierce, Planning Manager, Criminal Justice Planning

Date: July 10, 2009

Subject: **Reapplication to the Texas Supreme Court for FY 2010 Grants to Fund the Office of Parental Representation and Office Child Representation**

Please find attached two grant reapplications to the Texas Supreme Court – Permanent Judicial Commission for Children, Youth, and Families to continue partially funding the new Office of Child Representation (OCR) and Office of Parental Representation (OPR) for FY 2010. This will be the second year of a three year grant for both offices. These offices represent children and parents respectively in civil child abuse and neglect cases.

The county received $300,000 from the state for OCR in FY 2009 and matched these monies with $167,774 from the General Fund for a total of $467,774. The county received $3000,000 from the state for OPR in FY 2009 and matched these monies with $173,703 from the General Fund for a total of $473,703.

For the upcoming FY 2010, the county will receive $100,000 from the state for OCR and will match these monies with $573,000 from the General Fund for a total of $673,000. The county will receive $100,000 from the state for OPR and will match these monies with $573,000 from the General Fund for a total of $673,000.

Please note that any grant monies not spent by either office in FY 2009 will be rolled into the state's portion of the FY 2010 match for both grants. We estimate this will reduce the county's contribution to OCR by $80,466 and to OPR by $87,455 in FY 2010.

Please contact us if you have any questions or concerns.

updated-7-17-09 11:00am

The Supreme Court of Texas
Permanent Judicial Commission For Children, Youth and Families

CHAIR:
HON. HARRIET O'NEILL

201 WEST 14TH STREET, ROOM 104 • P. O. BOX 12248
AUSTIN, TEXAS 78711-2066
TELEPHONE (512) 463-9352 • FACSIMILE (512) 463-8854

EXECUTIVE DIRECTOR:
TINA AMBERBOY

June 22, 2009

The Honorable Samuel T. Biscoe
Constitutional County Judge
Travis County, Texas
314 West 11th Street, Suite 520
Austin, Texas 78701

Dear Judge Biscoe,

In preparation for our August 21, 2009 Commission meeting, and submission of our CIP Grant Applications to the Administration of Children and Families, which are due August 31, 2009, we are requesting that you provide a summary of the activities planned and CIP funds required for FY2010 to continue or carry out the objectives of your current program.

Your agency was funded in FY2009 as a Program Grant titled "Office of Child Representation" in the amount of $300,000. Unfortunately, we are not able to offer any additional state or federal funds to support your program 2010, but are in a position to recommend $100,000 for FY2010 and the unspent portion of FY2009.

Also, according to our records FY2010 will be the second year of Program Grant. As such, under our Program Rules the 2010 distribution would be the second year of the grant and your agency will be eligible for funding one more year after FY2010.

Attached to this letter is an electronic copy of the Award Activities section of the Statement of Grant Award. Please review it and update the portions desired to be changed using the track changes feature in MS Word and submit it electronically no later than July 17, 2009. If you have any questions, please contact me at (512-463-6837) or by e-mail at bryan.wilson@courts.state.tx.us.

Sincerely,

Bryan Wilson
Grants Manager

AWARD ACTIVITIES
updated-7-17-09 11:00am

Grant Fund Category Requested: ☒ **New** ☐ **Continued**

Subgrantee

Name: Samuel T. Biscoe

Title: Constitutional County Judge

Organization: Travis County, Texas

Address: 314 West 11th Street, Suite 520
Austin, Texas 78701

Phone: 512-854-9555

Fax: 512-854-9535

E-mail: sam.biscoe@co.travis.tx.us

Requestor is designated as a(n):

☐ State Agency ☐ Non-Profit Organization

☒ Unit of Local Government ☐ Educational Institution

☐ Other (describe): _____

Program Type Requested: ☒ **Basic Program** ☐ **Data** ☐ **Training**

Program Title: Office of Child Representation

1. **Program Issue or Problem:**

This program is submitted to improve compliance with Tex. Family Code § 107.012 by providing early, consistent legal representation to children by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS dockets of Travis County and monitor the fiscal impact of Tex. Family Code §107.012.

Travis County has been seeing an increase in the number of Child Protective Service Abuse and Neglect cases entering the system in the County. Texas Family Code §107.012 requires the Court to appoint counsel for each child who is the subject of a petition filed by a governmental entity in which conservatorship or termination of parental rights is requested. These cases require consistent legal representation by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should assist in providing safety, permanency, and well-being outcomes for the children, and improve overall efficiency of the court process.

Historically, the growth in the number of Child Protective Service Abuse and Neglect cases has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population growth. Listed below is the total number of cases that required child representation in Travis County from 2004 through 2007:

updated-7-17-09 11:00am	Total Number of Child Cases
Fiscal Year 2004	483
Fiscal Year 2005	492
Fiscal Year 2006	551
Fiscal Year 2007	487

These cases have had the following estimated fiscal impact on the County:

	Child Costs
Fiscal Year 2004	$ 723,837
Fiscal Year 2005	$ 689,367
Fiscal Year 2006	$ 810,328
Fiscal Year 2007	$ 779,730

** Through March of Fiscal Year 2008, expenditures for child representation is $414,630.*

The Office of Child Representation (OCR) in CPS cases provides quality, efficient legal representation for children in child abuse and neglect cases pending in Travis County.

The funds requested would provide continued funding for part of the costs of a larger Office of Child Public Defender.

By improving access to highly qualified legal services in this difficult area of law, the program should improve outcomes for children, and improve the overall efficiency of the court process.

This Office will have the following benefits:

- improved quality and consistency of representation due to smaller number of more qualified attorneys with a supervising attorney.
- development of institutional resources and subject-area expertise.
- trained support professionals.

The Office of Child Representation is a small law office. The attorneys on staff will:

- investigate cases on behalf of their clients;
- conduct thorough and independent investigations of their clients' cases, conduct discovery and respond to discovery;
- file pleadings and respond to pleadings, prepare for all court hearings, mediations, and trials and develop a theory of each client's case;
- meet with each client prior to each hearing or ask for an exception in accordance with the Texas Family Code107.004(d);
- visit each client's placement at least once;
- ensure their client is involved in their case planning, if age appropriate;
- as appropriate, attend CPS family group conferences, family team meetings, and case planning meetings of which the attorney has notice, statutory hearings and other hearings of which the attorney has notice, mediations, and trials;
- ensure all clients attend each permanency hearing unless excused by court order and ensure all clients age four and older are given the opportunity to meet with the judge privately, if the child so desires and if the court determines it is in the best interest of the child;;
- prepare their cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

Through this grant, Travis County has leveraged County General Fund and grant resources in the creation of this new office.

2. **Program Objective:**

Goals for the office are to:

- To provide legal counsel as lead attorney for approximately 400 Abuse and neglect cases for the office as a whole. For this purpose, each child counts as a case.
- For all attorneys employed by the OCR to attend at least 8 hours of CLE each year on abuse and neglect related topics.

These objectives for the grant would be achieved by June 8, 2009.

3. **Activities:**

The County will maintain an office of child representation consistent with county purchasing, HR, and departmental operating policies. The County will determine the best way to organize the management of this office, consistent with the sound practice of law and in coordination with the needs of the judiciary. An oversight committee was formed to provide operational oversight and guidance to the OCR and to resolve any conflicts of interest that may occur between the OCR and the Office of Parental Representation. (OPR) This Committee will consist of: (1) two County Commissioners or their appointees, (2) two Civil Judges, (3) one private attorney with a background in CPS cases, and (4) one representative of the Texas Department of Family and Protective Services. This Committee was established and continues to provide oversight through regular oversight meetings.

The Oversight Committee meets as needed (at least twice per year) on issues affecting the OCR and the OPR. The Oversight Committee will also participate in an informal annual evaluation of the OCR and the OPR.

The OCR staff slots include a managing attorney, 3 staff attorneys, a paralegal, two legal secretaries, and social worker. The managing attorney was hired on February 23, 2009. Since that time, the following staff members have been hired: 2 staff attorneys (hired in May and June, 2009) and 2 legal secretaries (one in May 2009, one in July 2009). The Managing Attorney may adjust salaries or determine other positions are more appropriate to meet the needs of representation.

The OCR has developed a Policies and Procedures Manual that includes office operations and best practices for case management. These policies and procedures will continue to be refined as the office matures. There is a policy concerning the way to resolve any conflicts of interest that may arise between the OCR & the OPR.

OCR is appointed to cases by the Court in accordance with the Texas Family Code's statutory requirement to appoint counsel for the child immediately after the filing of the petition, but before the full adversary hearing. The OCR took its first case on June 8, 2009.

The OCR plans to conduct no fewer than 4 trainings on issues of abuse and neglect before June 8, 2010.

In addition to progress reports required by the CIP grant, the County will contract with a professional evaluation agency or establish an MOU with a public or private higher education agency to conduct an evaluation of the outcomes and efficiency of the establishment of this office. The results will be provided to the Travis County Commissioners Court and to CIP.

4. Method of Evaluation: Updated 7-17-09 11:00am

This grant requires progress reports to provide information on the effectiveness of the program. The CIP grant administrator will work with the subgrantee to construct a progress report that best reflects the actual work being performed in this program and is consistent with the FY2010 application The program performance of the OCR will be evaluated through CIP Program Monitoring by the CIP Grant Administrator and an informal assessment of the Office by the oversight committee, which will measure:

Grant implementation milestones (i.e., finding office location, hiring Chief, support staff, etc.) for which implementation have been met.

The number of cases referred to the grant funded position to ensure that number meets the expectations of the grant.

A survey of District Court Judges & Masters showing how they rate the attorneys appointed to abuse and neglect cases. The goal is to have 80% of the judges rate the attorneys' representation as "satisfactory" or better.

The percentage of OCR attorneys assigned to abuse and neglect cases who have completed at least 8 hours of CLE each year on specialized training applicable to abuse and neglect cases. The goal is be 100% compliance.

This impact will be assessed by comparing the cost per case of cases handled by the OCR with a historical average cost per case and by comparison to current court appointed abuse and neglect cases not represented by the OCR.

5. **Future Funding:**

This grant is intended to support the creation of a larger OCR program by leveraging County General Fund dollars along with CIP grant funds to allow for an expedited execution of the program. It is the intent of the County to make a good faith effort to continue the programming during all years the project receives any funding from the CIP, and after the grant expires.

Travis County will also pursue alternative funding sources, including grants from private foundations and/or other state/federal government grants available for representation of children in abuse and neglect cases.

6. **Budget Narrative** (Include information on match)**:**

This grant would provide a percentage of the total outlay up to $300,000 for the creation and operation of the Office for Child Representation. The budget categories below are for the operation of the department.

$263,890 – Personnel - Managing attorney, 3 staff attorneys, 1 paralegal, 1 social worker and 2 legal secretaries

$84,924 – Estimated Travis County Fringe

$5,700 – Travel (and Training) expenses for the attorneys and staff

$93,375 – Equipment - Furniture, computers and other electronic equipment

$9,385 – Supplies – General cost associated with office operations (telephone, office supplies, subscriptions, licenses, membership, etc.)

$10,500 – Contractual - Program evaluation and other contractual (e.g., investigator, process server, interpreter))

updated-7-17-09 11:00am

Budget

	Texas CIP Grant	Requested			
		Total Program	Amount of CIP Funds Requested	Cash Match	In-Kind Match
a	Personnel	$263,890	$169,242	$94,648	
b	Fringe Benefits	$84,924	$54,465	$30,459	
c	Travel	$5,700	$3,656	$2,044	
d	Equipment	$93,375	$59,885	$33,490	
e	Supplies	$9,385	$6,019	$3,366	
f.	Contractual	$10,500	$6,733	$3,767	
g	Construction	$0	$0	$0	
h	Other	$0	$0	$0	
i	**Total Direct Charges (sum a-h)**	$467,774	$300,000	$167,774	
j	Indirect Charges	$0			
k	**Totals**	$467,774	$300,000	$167,774	

Requested Grant Period: The Grant becomes effective October 1, 2009, and ends September 30, 2010 unless terminated or otherwise modified.

Required Program Reports: The sub-grantee shall submit a program progress report on September 1, 2009, and a final program report on November 15, 2009.

GRANT SUMMARY SHEET

Check One:	Application Approval: ☒ Contract Approval: ☐	Permission to Continue: ☐ Status Report: ☐

Department/Division:	Justice and Public Safety
Contact Person/Title:	Kimberly Pierce
Phone Number:	854-4764

Grant Title:	Office of Parent Representation			
Grant Period:	From:	10/1/2009	To:	9/30/2010
Grantor:	The Supreme Court of Texas, Permanent Judical Commission For Children, Youth and Families			
American Recovery and Reinvestment Act (ARRA) Grant			Yes: ☐	No: ☒

Check One:	New: ☐	Continuation: ☒	Amendment: ☐
Check One:	One-Time Award: ☐	Ongoing Award: ☒	
Type of Payment:	Advance: ☐	Reimbursement: ☒	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	***County Match***	In-Kind	**TOTAL**
Personnel:		168,849		437,352		606,201
Operating:		18,606		48,193		66,799
Capital Equipment:						0
Indirect Costs:						0
Total:	0	187,455	0	485,545	0	673,000
FTEs:						8.00

Auditor's Office Review: ☐ Staff Initials: _____
Auditor's Office Comments: _____
County Attorney's Office Contract Review: ☐ Staff Initials: _____

Performance Measures	**Projected FY 10**	**Progress To Date:**				**Projected FY 11**
Applicable Depart. Measures	**Measure**	12/31/09	3/31/10	6/31/10	9/30/10	**Measure**
Number of clients served per attorney.	TBD					TBD
Number of incarcerated parents serviced with notice.	TBD					TBD
Reduction in time to resolve cases.	TBD					TBD
Reduction in time to serve incarcerated parents.	TBD					TBD

PBO Recommendation:

The grantor has requested an update of the office in order to apply for next year's funding. The actual statement of award will arrive in late August. At this time the grantor is allowing unspent grant funds to roll over to next year's budget. PBO is working with CJP to reduce the grant match budget for next year should these funds be able to be used in FY10. PBO recommends approval of 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 new public defenders office for parental representation in Child Protective Services (CPS) cases provides quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County. This request is intended to improve compliance with Section 107.013 of the Texas Family Code by providing early, consistent legal representation to indigent primary parents by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should increase parent participation in identifying appropriate outcomes for their children, and improve overall efficiency of the court process.

Historically, the growth in civil indigent attorney costs has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population growth.

Criminal Justice Planning requests that Commissioners Court continue funding a public defenders office for parental representation in CPS cases that is providing quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

The activities of the Office of Parental Representation are those of a small law office. The attorneys on staff investigate cases on behalf of their clients, conduct thorough and independent investigations of their client's cases, conduct discovery and respond to discovery, file pleadings and respond to pleadings, prepare for all court hearings, develop a theory of their client's case, attend all hearings and trials, prepare their cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

Additionally, they are be able to utilize the assistance of an office specialist, a legal secretary, a paralegal and social worker as needed. Attorneys would maintain case statistics for evaluation and continuing improvement of their court related processes. The managing public defender will periodically compile, evaluate, and report on performance measures with recommendations for improvements in efficiency that do not sacrifice quality representation. The attorney will receive continuing legal education in the area of child abuse and neglect.

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

This grant will be in its second year of three year grant with the State.

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

The grant does require a county match. This match met by applying a portion of the General Fund commitment to the overall Office of Parental Representation. No additional funds, outside of the FY 2010 budget request are required to support this grant.

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

Indirect costs are not part of the grant. The grant is offsetting the costs of a larger budget proposal.

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

The grant does not require program continuation. However, this grant provided start-up costs for a larger Office of Parental Representation. At the end of the grant, funding will be requested to continue the program with full funding from the general fund. Efforts will be made to find additional funding from additional grants, if possible to support the program.

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

The County is required to provide indigent attorney assistance and currently allocates significant General Fund dollars toward this program. This grant as well as the larger general fund FY 2010 request, provides a cost effective alternative for the provision of these services.

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 and the larger program request provides an alternative method of providing indigent attorney assistance. It is hoped that through the use of a public defender office, cases can be handled in a more efficient manner and cost effective.

CRIMINAL JUSTICE PLANNING DEPARTMENT

updated-7-17-09 11:00AM P.O. Box 1748, Austin, TX 78767, (512) 854-4415, FAX (512) 854-4417

MEMORANDUM

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

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

From: Kimberly Pierce, Planning Manager, Criminal Justice Planning

Date: July 10, 2009

Subject: **Reapplication to the Texas Supreme Court for FY 2010 Grants to Fund the Office of Parental Representation and Office Child Representation**

Please find attached two grant reapplications to the Texas Supreme Court – Permanent Judicial Commission for Children, Youth, and Families to continue partially funding the new Office of Child Representation (OCR) and Office of Parental Representation (OPR) for FY 2010. This will be the second year of a three year grant for both offices. These offices represent children and parents respectively in civil child abuse and neglect cases.

The county received $300,000 from the state for OCR in FY 2009 and matched these monies with $167,774 from the General Fund for a total of $467,774. The county received $3000,000 from the state for OPR in FY 2009 and matched these monies with $173,703 from the General Fund for a total of $473,703.

For the upcoming FY 2010, the county will receive $100,000 from the state for OCR and will match these monies with $573,000 from the General Fund for a total of $673,000. The county will receive $100,000 from the state for OPR and will match these monies with $573,000 from the General Fund for a total of $673,000.

Please note that any grant monies not spent by either office in FY 2009 will be rolled into the state's portion of the FY 2010 match for both grants. We estimate this will reduce the county's contribution to OCR by $80,466 and to OPR by $87,455 in FY 2010.

Please contact us if you have any questions or concerns.

updated-7-17-09 11:00am

The Supreme Court of Texas
Permanent Judicial Commission For Children, Youth and Families

CHAIR:
HON. HARRIET O'NEILL

201 WEST 14TH STREET, ROOM 104 • P. O. BOX 12248
AUSTIN, TEXAS 78711-2066
TELEPHONE (512) 463-9352 • FACSIMILE (512) 463-8854

EXECUTIVE DIRECTOR:
TINA AMBERBOY

June 22, 2009

The Honorable Samuel T. Biscoe
Constitutional County Judge
Travis County, Texas
314 West 11th Street, Suite 520
Austin, Texas 78701

Dear Judge Biscoe,

In preparation for our August 21, 2009 Commission meeting, and submission of our CIP Grant Applications to the Administration of Children and Families, which are due August 31, 2009, we are requesting that you provide a summary of the activities planned and CIP funds required for FY2010 to continue or carry out the objectives of your current program.

Your agency was funded in FY2009 as a Program Grant titled "Office of Parent Representation" in the amount of $300,000. Unfortunately, we are not able to offer any additional state or federal funds to support your program 2010, but are in a position to recommend $100,000 for FY2010 and the unspent portion of FY2009.

Also, according to our records FY2010 will be the second year of Program Grant. As such, under our Program Rules the 2010 distribution would be the second year of the grant and your agency will be eligible for funding one more year after FY2010.

Attached to this letter is an electronic copy of the Award Activities section of the Statement of Grant Award. Please review it and update the portions desired to be changed using the track changes feature in MS Word and submit it electronically no later than July 17, 2009. If you have any questions, please contact me at (512-463-6837) or by e-mail at bryan.wilson@courts.state.tx.us.

Sincerely,

Bryan Wilson
Grants Manager

AWARD ACTIVITIES

Grant Fund Category Requested: ☒ New ☐ Continued

Subgrantee

Name: Samuel T. Biscoe

Title: Constitutional County Judge

Organization: Travis County, Texas

Address: 314 West 11th Street, Suite 520

Austin, Texas 78701

Phone: 512-854-9555

Fax: 512-854-9535

E-mail: sam.biscoe@co.travis.tx.us

Requestor is designated as a (n):

☐ State Agency ☐ Non-Profit Organization

☒ Unit of Local Government ☐ Educational Institution

☐ Other (describe): _____

Program Type Requested: ☒ **Basic Program** ☐ **Data** ☐ **Training**

Program Title: Office of Parental Representation

1. **Program Issue or Problem:**

This program is submitted under section 2.1 of the Court Improvement Project, intended to improve compliance with Tex. Family Code § 107.013 by providing early, consistent legal representation to indigent primary parents by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS dockets of Travis County and monitor the fiscal impact of Tex. Family Code § 107.013.

Travis County has been seeing an increase in the number of Child Protective Service Abuse and Neglect cases entering the system in the County. Many of the parents are indigent and require court appointed counsel. However these cases require consistent legal representation by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should increase parent participation in identifying safety, permanency, and well-being outcomes for the children, improve outcomes for their children, and improve overall efficiency of the court process.

Historically, the growth in the number of Child Protective Service Abuse and Neglect cases has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population growth. Listed below is the Total Number of cases that required indigent parent representation in Travis County from 2004 through 2007:

updated-7-17-09 11:00am	Total Number of Primary Parent Cases
Fiscal Year 2004	402
Fiscal Year 2005	450
Fiscal Year 2006	461
Fiscal Year 2007	557

These cases have had the following estimated fiscal impact on the County:

	Primary Parent Costs *(Both Mothers and Fathers)*
Fiscal Year 2004	$ 584,066
Fiscal Year 2005	$ 601,681
Fiscal Year 2006	$ 600,012
Fiscal Year 2007	$ 754,569

** Through March of Fiscal Year 2008, expenditures for primary parent representation is $445,151.*

The Travis County Office of Parental Representation provides quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

The funds will provide continued funding for part of the costs of a larger public defenders office for parental representation.

By improving access to highly qualified legal services in this difficult area of law to the least served in our community, the office increases parent participation in identifying appropriate outcomes for their children, and improves the overall efficiency of the court process.

This Office has the following benefits:

- improves quality and consistency of representation due to smaller number of more qualified attorneys with a supervising attorney.
- improves the quality of representation by allowing parents to be appointed legal counsel earlier in the child welfare case.
- improves outcomes for families because of the active involvement of the OPR social worker working with the family to bridge the gap between community resources and services the parents need to be safe parents and self sufficient members of our community.
- office has already and will continue to develop institutional resources and subject-area expertise.
- office has hired and will maintain trained support professionals.
- Office will also utilize other community resources such as social work interns and paralegal interns to help provide additional needed services to the parents served by the OPR.

The Office of Parental Representation is a small law office. The attorneys on staff:

- investigate cases on behalf of their clients;
- conduct thorough and independent investigations of their client's cases, conduct discovery and respond to discovery;
- meet with their clients regularly, and prior to each hearing;
- encourage regular communication with clients so the parent is informed about their case and any associated developments of their case;
- advocate for needed services for clients as identified by the parent and the OPR social worker;

- advocate for frequent visitations with parents and children who are removed, because the ability to visits is shown to be a good indicator of actual reunification and the success of said reunifications;

updated-7-17-09 11:00am

- advocate for unsupervised visits as appropriate;
- work diligently with the parent clients to identify family, absent parents and symbolic relatives with the theory being engagement of the entire family and support network for the parent client early in the case helps secure stability for the parents and helps ensure a level of accountability so as to safeguard the safety, permanency and well being of the child once reunification is achieved;
- ensure their clients understand the case planning process and are actively involved in their case planning;
- protects the legal rights of parents by filing pleadings and responding to pleadings, preparing for all court hearings, mediations, and trials, and by develop a theory of their client's case early on with revisions being made as appropriate.
- as appropriate, attend CPS family group conferences, family team meetings, and case planning meetings of which the attorney has notice, statutory hearings and other hearings of which the attorney has notice, mediations, and trials;
- attend all hearings and trials;
- prepare cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

Through this grant, the County will leverage General Fund and Grant resources to begin to implement the creation of this new office starting in October of 2008.

2. **Program Objective:**

Goals for the office would be:

- To provide legal counsel as lead attorney for approximately 400 Abuse and neglect cases for the office as a whole and 100 cases for the grant funded position.
- ***Caseloads***

On May 29, 2009, the OPR accepted their first case. Currently the OPR has 21 clients; case assignments were as of follows:

May 29, 2009	3 cases on the docket available	3 cases accepted
June 1, 2009	2 cases available	2 cases accepted
June 5, 2009	No cases available	0 cases accepted
June 8, 2009	No cases available	0 cases accepted
June 12, 2009	3 cases available	4 cases accepted
	1 case accepted was via a Motion of Substitution.	
June 15, 2009	2 cases available	3 cases accepted
	1 case was assigned in court from Gallery.	
June 22, 2009	1 case available	1 case accepted
June 26, 2009	4 cases available	4 cases accepted
June 29, 2009	2 cases available	2 cases accepted
July 3, 2009	2 cases available	2 cases accepted

July 8, 2009	0 cases available	1 case accepted
updated-7-17-09 11:00am	19 available cases	22 cases accepted

Of the 22 cases accepted, 1 case has already been dismissed on the merits. This case was filed under Chapter 262 of the Family Code, seeking removal of the child.

Of the remaining 21 cases, 3 were filed under Chapter 262 of the Family Code, seeking removal of the children and remained as removals with the Department being named Temporary Managing Conservator.

Of the remaining 18 cases, 4 were filed under Chapter 262 of the Family Code, seeking removal of the children and were instead made to be Court Ordered Services under Chapter 264 of the Family Code, meaning the children remained with parents.

Of the remaining 14 cases, 7 were filed under Chapter 264 of the Family Code, seeking parental participation in Court Ordered services while the children remained in the home.

Of the remaining 7 cases, the OPR was either appointed at the Status Hearing or the Permanency Hearing, where the conservatorship had already been decided.

- For all attorneys employed by the PDO-PR to attend at least 8 hours of CLE each year on Abuse and Neglect related topics.
  - Staff Education/Training to date.
    - March, 2009- OPR Managing Attorney attended "Dealing with Difficult Employees", training sponsored by Travis County. Training Hours-1.5.
    - March, 2009-OPR Managing Attorney attended "Harassment Prevention", training sponsored by Travis County. Training Hours -2.5.
    - May, 2009- All OPR attorneys attended the first annual ABA Continuing Legal Education Conference on "Improving Representation of Parents in Child Welfare Cases". Training Hours- 12.5
    - May, 2009- OPR Managing Attorney attended the ABA sponsored "National Conference on Children and the Law: Representing your Client and Advocating". Training Hours- 10.0
    - June 2009- All OPR staff attended an OPR sponsored CLE "Substance Abuse v. Substance Dependence: How to Advocate for Parent Clients in Child Welfare Cases with Substance Abuse Treatment Needs". Training Hours -2.0.
    - June 2009- All OPR staff except for the Administrative Associate attended the NACC, (National Association of Counsel for Children) sponsored CLE, "The Abuse and Neglect Case: A Practitioner's Guide". Training Hours 8.5. The Managing Attorney presented at the CLE as it related to representing parents in these cases.
    - June 2009- The OPR Managing Attorney presented at the NACC, (National Association of Counsel for Children) sponsored CLE- San Antonio, "The Abuse and Neglect Case: A Practitioner's Guide". Training Hours 9.0.

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- July 2009- The OPR Managing Attorney presented at the NACC, (National Association of Counsel for Children) sponsored CLE- Beaumont, "The Abuse and Neglect Case: A Practitioner's Guide". Training Hours 9.0.
- July 2009- The OPR Managing Attorney presented at the NACC, (National Association of Counsel for Children) sponsored CLE- Houston, "The Abuse and Neglect Case: A Practitioner's Guide". Training Hours 9.0.

These objectives for the grant would be achieved by September 30th 2009.

3. **Activities:**

The county will establish and maintain an office of parental representation consistent with county purchasing, HR, and departmental operating policies. The county will determine the best way to organize the management of this office consistent with the sound practice of law and in coordination with the needs of the judiciary. The county has established said Office of Parental Representation (OPR). The office was established in October, 2008.

An oversight committee would be formed to provide operational oversight & guidance to the OPR and to resolve any conflicts of interest that may occur between the OPR and the Public Defenders Office of Child Representation. (OCR) This Committee will consist of (1) two County Commissioners or their appointees (2) two Civil Judges (3) one private attorney with a background in CPS cases; and (4) one representative of the Texas Department of Family and Protective Services. This Committee would be established by October 2008. This Oversight Committee was formed in October, 2008.

This committee would meet as needed but at least twice per year on issues affecting the OPR and the OCR, as well as participate in an informal annual evaluation of the OCR and the OPR.

The county would employ a managing attorney, and three (3) staff attorneys as well as a paralegal, a legal secretary, an office specialist, and a social worker. The managing attorney would be hired by November 2008. The first official day of work for the Managing Attorney for the OPR was February 9, 2009.

The remainder of the positions would be filled by the managing attorney as soon as possible. The Chief PD once hired may adjust salaries or determine other positions are more appropriate to meet the needs of representation. As of June 12, 2009 all staff positions in the OPR are filled. The OPR staff is made of the Managing Attorney; (3) staff attorneys; a Social Worker; a Paralegal; a Legal Secretary; and an Administrative Associate.

Using the standards to be established by the Public Defender's Office in Travis County, the PDO-PR would develop written policies and procedures for the office that will govern the operations of the PDO-PR. These policies would include how any conflicts of interest between the PDO-PR & the PDO-CR would be resolved. The Office of Parental Representation has in place a written policy and procedure manual that was effective May 29, 2009. This manual includes, but is not limited to written policies regarding caseload management and conflict policies.

CPS cases would be referred to the PDO-PR based on the method currently in place to establish indigence in the Civil Courts to receive Court appointed Counsel. The Office of Parental Representation currently receives referrals from the Court, other community agencies and the public at large.

The present process typically is once a parent appears in Court for the first time after service of process, the parent fills out an affidavit requesting a court appointed counsel and provides information regarding their assets, liabilities, number of dependents, and any government assistance that they receive. Upon review of this information, if the parent is at 150 percent of the federal poverty guideline, the Court appoints them an attorney as soon as practicable and provides them with the name, address, and phone numbers for their legal counsel. The OPR will not be part of the indigence determination process. The Court has provided the Office of Parental Representation with the formula for determining indigency and has granted limited authority to the Managing Attorney of the Office of Parental Representation to make an initial determination of indigence with the understanding that the said determination is subject to judicial review. An added assessment would have to be made by the OPR regarding whether a conflict of interest exists that would preclude the appointment of the OPR. If such a conflict exists then a private attorney on the Court's appointment list would be appointed for the parent instead of the OPR.

In addition to progress reports required by the CIP grant, the county will contract with a professional evaluation agency or establish an MOU with a public of private higher education agency to conduct an evaluation of the outcomes and efficiency of the establishment of this office. The results will be provided to the Commissioners Court and CIP. Kimberly Pierce with Criminal Justice Planning is addressing this matter with Travis County Purchasing Department as well.

4. **Method of Evaluation:**

This grant requires progress reports to provide information on the effectiveness of the program. The CIP grant administrator will work with the subgrantee to construct a progress report that best reflects the actual work being performed in this program and is consistent with the FY2009 application. The program performance of the grant funded portion of the OPR will be evaluated through a CIP Program Monitoring by the CIP Grant Administrator and an informal assessment of the Office by the oversight committee, which will measure:

Grant implementation milestones (i.e., finding office location, hiring Chief, support staff, etc.) for which implementation have been met.

The number of cases referred to the grant funded position to ensure that number meets the expectations of the grant. While currently, the Office of Parental Representation only has 22 active cases, the total number of new Child Welfare Cases in Travis County for June 2009 was 29.

A survey of District Court Judges and Associate Judges showing how they rate the attorneys appointed to abuse and neglect cases. The goal will be to have 80% of the judges rate the attorneys' representation as "satisfactory" or better.

The percentage of PD counsel assigned to abuse and neglect cases that have completed at least 8 hours of CLE each year on specialized training applicable to abuse and neglect cases. The goal would be 100% compliance by September 30, 2009.

The impact will be assessed by comparing the cost per case of cases handled by the OPR with a historical average cost per case and by comparison to current court appointed abuse and neglect cases not represented by the OPR.

5. **Future Funding:**

This grant is intended to support the creation of a larger OPR program by leveraging General Fund dollars along with CIP grant funds to allow for an expedited execution of the program. It is the intent of

the county to make a good faith effort to continue the programming during all years the project receives any funding from the CIP and after the grant expires.
updated-7-17-09 11:00am

Travis County will also pursue alternative funding sources, including grants from private foundations and/or other State/Federal government grants available for indigent defense.

6. **Budget Narrative** (Include information on match):

This grant would provide a percentage of the total outlay up to $300,000 for the creation and operation of a Public Defender Office for Parental Representation. The budget categories below are for the operation of the department.

$245,465 – Personnel - Managing attorney, and three (3) staff attorneys as well as a paralegal, a legal secretary, an office specialist, and a Social Worker.

$81,137 – Estimated Travis County Fringe

$8,700 – Travel (and Training) expenses for the attorneys and staff

$92,675 – Equipment - Furniture, computers and other electronic equipment

$14,110 – Supplies – General cost associated with office operations (telephone, office supplies, subscriptions, licenses, membership, etc…)

$31,616 – Contractual - Program evaluation and other contractual relationships.

Budget

	Texas CIP Grant	Requested			
		Total Program	Amount of CIP Funds Requested	Cash Match	In-Kind Match
a	Personnel	$245,465	$155,455	$90,010	
b	Fringe Benefits	$81,137	$51,385	$29,752	
c	Travel	$8,700	$5,510	$3,190	
d	Equipment	$92,675	$58,692	$33,983	
e	Supplies	$14,110	$8,936	$5,174	
f.	Contractual	$31,616	$20,022	$11,594	
g	Construction	$0	$0	$0	
h	Other	$0	$0	$0	
i	**Total Direct Charges (sum a-h)**				
j	Indirect Charges	$0			
k	**Totals**	$473,703	$300,000	$173,703	

Requested Grant Period: The Grant becomes effective October 1, 2009 and ends September 30, 2010 unless terminated or otherwise modified.

Required Program Reports: The sub-grantee shall submit a program progress report on April 1, 2009, September 1, 2009, and a final program report on November 15, 2009.

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐	Permission to Continue: ☐
	Contract Approval: X	Status Report: ☐

Department/Division:	58/57
Contact Person/Title:	Lisa Sindermann / Contract Specialist
Phone Number:	854-4594

Grant Title:	DOE Weatherization Assistance Program			
Grant Period:	From:	04/01/09	To:	03/31/10
Grantor:	Texas Department of Housing and Community Affairs			

Check One:	New: ☐	Continuation: X	Amendment: ☐
Check One:	One-Time Award: ☐	Ongoing Award: X	
Type of Payment:	Advance: ☐	Reimbursement: X	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	*County Match*	In-Kind	TOTAL
Personnel:		50,941				50,941
Operating:		111,404				111,404
Capital Equipment:						0
Indirect Costs:		7,026				7,026
Total:	0	169,371	0	0	0	169,371
FTEs:						0.00

Auditor's Office Review: ☒ Staff Initials: EH

Auditor's Office Comments:

County Attorney's Office Contract Review: ☒ Staff Initials: MG

Performance Measures Applicable Depart. Measures	**Projected FY 09 Measure**	**Progress To Date:** 12/31/08	3/31/09	6/31/09	9/30/09	**Projected FY 10 Measure**
Number of referrals required to support Housing programs from emergency assistance centers (includes DOE, LIHEAP, CEAP and Home Repair only)	215	42	103	107	105 projected	215
Measures For Grant						

# of Households receiving DOE Weatherization Assistance Program	27	N/A for this grant period	N/A for this grant period	7 projected	7 projected	13
Outcome Impact Description	Providing weatherization services and minor home repair for clients as prescribed by the grant guidelines will lower the household energy usage, lower household energy costs, and enable the household to become energy self-sufficient.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

Health and Human Services and Veterans Services (HHS & VS) is requesting Commissioners Court approval of a grant contract with Texas Department of Housing and Community Affairs for the Department of Energy (DOE) Weatherization Assistance Program. This program utilizes grant funds from the Texas Department of Housing and Community Affairs that originate from the DOE to provide weatherization repairs for low income persons. Travis County has received this grant for many years, but the contract language has typically been finalized after the contract term has begun. The Commissioners Court approved a permission to contine the program on April 21, 2009 while the department was waiting on the final contract.

The contract for the past three years includes new language that may require the County to use all the funds provided by the grant. The County has typically spent at between 92% to 98% of the total award. This new language has been discussed with HHS & VS and the department believes based on the current award, they will not have any problem meeting this new added criteria and it will not adversely impact the program.

This agreement does not require a County match or a specific level of service upon termination of the grant.

PBO recommends Commissioner Court approval of this request.

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

The department has received this grant for a number of years. These funds will be utilized to assist low-income households to achieve a level of energy efficiency by providing weatherization assistance to the residences. The benefit of weatherizing these households and reducing their home energy needs will further improve the ability to become energy self-sufficient.

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

No additional funds are required.

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

There is no commitment by the Commissioners Court to fund these services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs ($7,026) at the rate of 5% of the total allowable expenditures excluding funds for travel and training ($28,850).

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the

proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes

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

N/A

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

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff of those households deemed eligible for weatherization assistance. The Housing Services' staff performs assessments of the residences and determines the weatherization services and minor home repairs that can be addressed with the grant funding. Services are provided by either in-house staff or by purchasing contracted services. This grant assistance is another program the department uses to meet the requests of low-income clients who are seeking minor home repair, weatherization services and basic needs services.

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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

Date: July 1, 2009

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM: Hanna Tapia Lucky for Sherri E Fleming
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of 2009 – 10 DOE Weatherization Assistance Program Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs for the DOE Weatherization Assistance Program for 2009 - 10.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs (TDHCA). The total grant funding for this contract is in the amount of $169,371. The DOE grant funds awarded to Travis County are used to provide weatherization services and minor home repair assistance for low-income households. Some examples of the program's weatherization services are providing attic and wall insulation, repair or replacement of the heating and cooling household appliances, minor household repairs such as replacing doors or patching interior walls, addressing health and safety issues by adding or replacing smoke and carbon monoxide detectors and replacing household natural gas stoves. The distribution of assistance will be to qualified Travis County residents with household income levels at or below 125% of the current Federal Poverty Income Guidelines with household weatherization needs.

Budgetary and Fiscal Impact: We will be able to use the DOE funds for administration, materials, labor, insurance, single audits costs and training. The funds for materials will be budgeted in the line items for contracted services and supplies and

45

funding for labor will be budgeted in the corresponding salaries and benefit line items. The insurance, single audit costs and training will be budgeted in the corresponding insurance, audit, travel, and training line items. No matching funds are required for this grant. This contract period is 04/01/09 through 03/31/10.

Issues and Opportunities: We were able to provide weatherization services for 52 dwelling units with use of these grant funds in the last allocation period. The department utilizes this program to obtain a goal of assisting low-income households in achieving a level of energy efficiency, giving priority to households with one or more persons age 60 or above and/or an individual with a disability. Priority also is given to those households with young children age six and under and to those with the lowest incomes that pay the highest portion of their incomes for home energy.

It should be noted that this contract is made available electronically to Travis County from the Texas Department of Housing and Community Affairs. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst III, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office
Scott Worthington, Business Analyst II, Travis County Purchasing Office
Deborah Britton, Division Director, Community Services
Roberto Ortiz, Interim Housing Manager, Housing Services

SECTION 1. PARTIES TO CONTRACT

This contract (hereinafter "Contract") is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas (hereinafter the "Department") and Travis County (hereinafter the "Subrecipient"). The term of this Contract shall be for the period identified under Attachment A - Budget and Performance Document (hereinafter the "Attachment A").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is April 01, 2009 through March 31, 2010 (hereinafter the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, develop and implement a Weatherization Assistance Program (WAP) in the counties and in accordance with the budget described in Attachment A of this Contract. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of low-income persons. WAP services will be provided to owner occupied units as well as rental units. Priority will be given to households with elderly, persons with disabilities, households with young children that are age five (5) or younger, and/or households with a high energy burden and households with high energy consumption. Subrecipient shall implement WAP in accordance with the provisions of Part A of the Energy Conservation in Existing Buildings Act of 1976, as amended (42 U.S.C. §6861 et seq.); the U.S. Department of Energy (DOE) regulations codified in 10 C.F.R. Parts 440 and 600; any applicable Office of Management and Budget (OMB) Circulars; the Texas DOE WAP State Plan; State weatherization regulations; Texas Administrative Code: 10 TAC §5.10-§5.20; §5.501-§5.508; §5.521-§5.532; and §5.601-§5.609. The International Residential Code; International Energy Conservation Code; or in accordance with jurisdictions authorized by State law to adopt later editions; and the terms of this Contract.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in Attachment A of this Contract.

B. Department's obligations under this Contract are contingent upon the actual receipt by Department of adequate federal funds. If sufficient funds are not available, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract.

C. Department is not liable for any cost incurred by Subrecipient which:

(1) is incurred to weatherize a dwelling unit which is not an eligible dwelling unit as defined in 10 C.F.R. §440.22;

(2) is incurred to weatherize a dwelling unit which is designated for acquisition or clearance by a federal, state, or local program within twelve months from the date weatherization of the dwelling unit is scheduled to be completed;

(3) is incurred to weatherize a dwelling unit previously weatherized with WAP funds, except as provided for in 10 C.F.R. §440.18(c)(2);

(4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 9 of this Contract;

(5) is not incurred during the Contract term;

(6) is not reported to Department on a monthly DOE expenditure report and/or a monthly DOE performance report, within sixty (60) days of the termination of the Contract term;

(7) is subject to reimbursement by a source other than Department; or

(8) is made in violation of any provision of this Contract or any provision of federal or state law or regulation, including, but not limited to, those enumerated in this Contract.

D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract. Department may offset or withhold any amount otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month, Subrecipient may request an advance payment of WAP funds under Attachment A by submitting a monthly expenditure Report to Department (through the electronic reporting system) at its offices in Travis County, Texas. Subrecipient must maintain and follow written procedures to minimize the time elapsing between the transfer of funds from Department and the disbursement of such funds by Subrecipient.

B. Subrecipient's requests for advances shall be limited to the minimum amount needed to perform contractual obligations and timed to be in accordance with actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract. The timing and amount of cash advances shall be as close as administratively feasible, not to exceed a 30 day projection of the actual disbursements by the Subrecipient to direct program costs and the proportionate share of any allowable indirect costs.

C. Subsection 4(A) notwithstanding, Department reserves the right to use a cost reimbursement method of payment for all funds if (1) Department determines that Subrecipient has maintained excess cash balances; (2) Department identifies any deficiency in the cash controls or financial management system maintained by Subrecipient; (3) Department determines that a cost reimbursement method would benefit the program; (4) Department's funding sources require the use of a cost reimbursement method; or (5) Subrecipient fails to comply with any of the reporting requirements of Section 10.

D. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible recipients of the weatherization assistance program and for the payment of the allowable expenditures identified in Section 9 of this Contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant and Contract Management Standards, 1 T.A.C. § 5.141 et seq. (the "Uniform Grant Management Standards"); all references therein to "local government" shall be construed to mean Subrecipient. Uniform cost principles for local governments are set forth in OMB Circular No. 87, and for non-profits in OMB Circular No. 122. Uniform administrative requirements for local governments are set forth in OMB Circular No. 102 and for non-profits in OMB Circular No. 110.

SECTION 7. USE OF ALCOHOLIC BEVERAGES

None of the funds provided under this Contract shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty. No funds provided under this Contract shall be used for the purchase of alcoholic beverages.

SECTION 8. TERMINATION AND SUSPENSION

A. Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes but is not limited to Subrecipient's failure to comply with any term of this Contract, the Texas Administrative Code: 10 TAC §5.17 (Sanctions and Contract Close Out), any state weatherization regulation and the WAP State Plan. Department shall notify Subrecipient in writing no less than thirty (30) days prior to the date of termination.

B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend Subrecipient's performance under this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.

C. Department shall not be liable for any costs incurred by Subrecipient after termination or during the suspension of this Contract. The termination or suspension of this Contract notwithstanding, Subrecipient shall not be relieved of any liability for damages due to Department by virtue of any prior or future breach of this Contract by Subrecipient. Department may withhold any payment otherwise due to Subrecipient until such time as the exact amount of damages owed to Department by Subrecipient is determined and paid.

SECTION 9. ALLOWABLE EXPENDITURES

A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 5 and the regulations set forth in 10 C.F.R. §440.18, subject to the limitations and exceptions set forth in this Section.

B. To the maximum extent practicable, Subrecipient shall utilize funds provided under this Contract for the purchase of weatherization materials. All weatherization measures installed must have an approved State of Texas Energy Audit savings-to-investment ratio (SIR) of one or greater unless otherwise indicated. Weatherization measures installed shall begin with those having the greatest SIR (on approved State of Texas Energy Audit) and proceed in descending order to the measures with the smallest SIR or until the maximum allowable per unit expenditures are achieved. Subrecipient shall weatherize eligible dwelling units using only weatherization materials which meet or exceed the standards prescribed by DOE in 10 C.F.R. Part 440, Appendix A, State of Texas adopted International Residential Code (IRC) or in accordance with jurisdictions authorized by State law to adopt later editions.

Allowable WAP expenditures under Attachment A include:

(1) purchase and delivery of weatherization materials as defined in 10 C.F.R. §440.3, but not to include storm doors;

(2) labor costs for doors, primary windows and storm windows that will result in approved energy savings with SIR of one or greater in accordance with 10 C.F.R. §440.19;

(3) weatherization materials and labor for heating and cooling system tune ups, repairs, modification, or replacements if such will result in improved energy efficiency as demonstrated by SIR of one or better in the approved State of Texas Energy Audit and, whenever available, heating and cooling systems must have an Energy Star rating;

(4) transportation of weatherization and repair materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;

(5) maintenance, operation, and insurance of vehicles used to transport weatherization materials;

(6) maintenance of tools and equipment;

(7) purchase or lease of tools, equipment, and vehicles (purchase of vehicles must be approved in advance by DOE);

(8) employment of on-site supervisory personnel;

(9) storage of weatherization materials, tools, and equipment;

(10) incidental repairs (such as repairs to roofs, walls, floors, and other parts of a dwelling unit) if such repairs are necessary for the effective performance or preservation of weatherization measures (If incidental repairs are necessary to make the installation of the weatherization measures effective, the cost of incidental repair measures charged to WAP funds awarded under Attachment A shall not exceed the cost of weatherization measures charged to WAP funds and shall have a whole house SIR of one (1) or greater on the approved State of Texas Energy Audit.);

(11) allowable health and safety measures; and

(12) allowable base load reduction measures. Health and Safety funds not expended may be moved to the labor, materials, and program support category. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least 90 days prior to the end of the Contract term before these funds can be moved.

C. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in Attachment A. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel office space, equipment, and supplies which are necessary for the administration of WAP. Administrative costs are earned based upon the allowable percentage of total allowable expenditures, excluding the allowance for Department / DOE Training Travel or special equipment purchases. Subrecipient may use any or all of the funds allowed for administrative purposes under this Contract for the purchase and delivery of weatherization materials. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least 90 days prior to the end of the Contract term before these funds can be moved.

D. The cost of liability insurance for the weatherization program for personal injury and for property damage, not to exceed Two Thousand Dollars ($2,000.00) shall be an allowable WAP expenditure under Attachment A. Subrecipient may request in writing a waiver of the limit on liability insurance. The waiver request must provide price quotes from at least three (3) insurance carriers. If subrecipient is allowed to waive the liability insurance limit, amounts in excess of the $2,000 may be charged to the administrative or program support category. The liability insurance category has increased to enable subrecipient to purchase pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to ensure that lead is covered and if not, secure adequate coverage for all units to be weatherized. Subrecipients' insurance must cover the pollution occurrence insurance coverage for their independent contractors or the independent contractors must obtain the coverage. Note: The pollution occurrence insurance is based on the number of units the subrecipient plans to weatherize with all of the different funding sources, i.e., LIHEAP and DOE.

E. Fiscal audit expenses for the weatherization program not to exceed One Thousand Dollars ($1,000.00) shall be allowed under Attachment A, subject to Section 15.

F. To the maximum extent practicable, Subrecipient shall secure the services of volunteers to weatherize dwelling units under the direction of qualified supervisors.

SECTION 10. RECORD KEEPING REQUIREMENTS

A. Subrecipient shall comply with the record keeping requirements set forth at 10 C.F.R. §440.24 and with such additional record keeping requirements as specified by Department.

B. For each dwelling unit weatherized with funds received from WAP under this Contract, Subrecipient shall maintain a file containing the following information:

(1) completed Application for Weatherization Services indicating the ages of the residents, presence in the household of children age five (5) or younger, elderly persons (60 years or older), and persons with disabilities;

(2) 12 month customer billing history for utilities or consumption disclosure release form;

(3) eligibility documentation (proof of income eligibility shall consist of checks, check stubs, award letters, employer statements, or other similar documents including total income and public assistance payments); no dwelling unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in 10 C.F.R. §440.22. All proof of income must reflect earnings from within 12 months of the start date indicated on the building weatherization report (BWR). Proof of income documentation requirements are the same for both single and multifamily housing; effective January 1, 2005, all new applications must have proof of income or Declaration of Income Statement for the previous 30 days;

(4) BWR to include certification of final inspection;

(5) invoices of materials purchased and/or inventory removal sheets;

(6) invoices of labor;

(7) if a rental unit, landlord agreement form (including Exhibits A and B), landlord financial participation form and Permission to Conduct Energy Audit Form (Department form); and all other Landlord forms found in the Energy Assistance Section of the Departments website.

(8) Self-help Certification (Department form), if applicable;

(9) Notice of Denial (Department form), if applicable;

(10) Signed and dated Building Assessment form;

(11) Attic Inspection (local design allowed);

(12) Wall Inspection (local design allowed);

(13) Justification for Omission of Priorities (local design allowed), if applicable;

(14) Documentation of pre weatherization carbon monoxide readings for all combustible appliances.;

(15) Documentation of post weatherization carbon monoxide readings for all combustible appliances.

(16) Blower Door Data Sheet;

(17) Copy of the cover sheet, SIR page, and Suggested Repairs and Measures page for the approved State of Texas Energy Audit;

(18) A complete approved State of Texas Energy Audit on disk and a disk back-up for all units weatherized (unless using computer based audit);

(19) Signed client receipt of Lead Safe Information (for homes built in 1978 or prior); and

(20) Refrigerator replacement form (if applicable).

WAP unit files for this Contract shall be kept separate from LIHEAP WAP files and each shall be identified with contract year number followed by "DOE-WAP".

C. Materials standards documentation for weatherization materials purchased under this Contract must be maintained. These standards must meet the requirements according to Appendix A of 10 CFR 440.

D. Subrecipient shall give the federal and state funding agencies, the Comptroller General of the United States, and Department access to and the right to reproduce all records pertaining to this Contract. All such records shall be maintained for at least three years after final payment has been made and all other pending matters are closed. Subrecipient shall include the requirements of this Subsection in all subcontracts.

E. All WAP records maintained by Subrecipient, except records made confidential by law, shall be available for inspection by the public during Subrecipient's normal business hours to the extent required by the Texas Public Information Act, TEXAS GOVERNMENT CODE ANNOTATED. Chapter 552.

F. All subrecipients must conduct a full household assessment addressing all possible allowable weatherization measures.

SECTION 11. REPORTING REQUIREMENTS

A. Subrecipient shall electronically submit to Department no later than fifteen (15) days after the end of each month of the Contract term a Performance Report listing demographic information on all units completed in the previous month and an Expenditure Report listing all expenditures of funds under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month. Both reports shall be submitted electronically.

B. Subrecipient shall electronically submit to Department no later than sixty (60) days after the end of the Contract term of this Contract a final expenditure and programmatic report. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract may result in ineligibility to receive additional funds or additional contracts.

C. Subrecipient shall submit to Department no later than sixty (60) days after the end of the Contract term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of $5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program contracts. The inventory shall reflect the vehicles, tools, and equipment on hand as of the last day of the Contract term.

D. Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to 10 C.F.R. §440.25, or by Department.

E. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, including responses to monitoring reports, Department may withhold any and all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives Weatherization Program funds from the Department over two or more Contracts of subsequent terms, funds may be withheld or this Contract suspended or terminated by Subrecipient's failure to submit a past due report or response (including a report of audit) from a prior Contract term.

SECTION 12. CHANGES AND AMENDMENTS

Any change in the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulation and subrecipient is on constructive notice of this change whether actual notice is provided. Except as otherwise specifically provided herein any other change in the terms of this Contract shall be by amendment in writing and signed by both parties to this Contract or by a Letter of Notification (LON) signed by Department and Subrecipient.

SECTION 13. NON-BINDING GUIDANCE

Department may issue non-binding guidance to explain the rules and provide directions on the terms of this Contract.

SECTION 14. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

SECTION 15. PROCUREMENT STANDARDS & SUBCONTRACTS

A. Subrecipient shall develop and implement procurement procedures, which conform to the uniform administrative requirements referenced in Section 6 of this Contract. Subrecipient shall not procure supplies, equipment, materials, or services for this Contract except in accordance with its procurement procedures and the Texas Administrative Code: 10 TAC §5.10-§5.12 and §5.608. All procurement contracts, other than "small purchases" shall be in writing and shall contain the required provisions. Subrecipient must obtain advance written permission from DOE through Department before purchasing any vehicle. Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

B. Subrecipient shall ensure that its subcontractors comply with all applicable terms of this Contract as if the performance rendered by the subcontractor was being rendered by Subrecipient. Subrecipient shall inspect all subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner. Subrecipient shall make no payment to subcontractor until all work is complete and has passed a final inspection.

C. It is the sole responsibility of Subrecipient's authorized weatherization staff to perform every initial assessment, every approved State of Texas Energy Audit, and every final inspection. In an emergency situation, Subrecipient may request in writing that the Department waive this requirement. The Department will review each request separately to determine whether a waiver will be granted, the conditions for the waiver, and the maximum time allotted for the waiver. Under no circumstances will a waiver be granted for longer than six months. Failure to strictly adhere to this policy will result in disallowed costs.

SECTION 16. AUDIT

A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

(1) Subrecipients expending $500,000 or more in federal financial assistance for any fiscal year ending on or after December 31, 2003, shall have an audit made in accordance with Department's supplemental audit guide, the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular No. 133 - Revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations." For purposes of this Section 15, "federal financial assistance" means assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

(2) Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract, provided however that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report, as determined by Department, from Subrecipient.

(3) Subrecipient shall submit two (2) copies of the report of such audit to Department within thirty (30) days after the completion of the audit, and no later than nine (9) months after the end of the audit period. However, for fiscal years beginning on or before June 30, 1998, the audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report or 13 months after the end of the audit period. Subrecipient shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under this Section 16 are subject to review and resolution by Department or its authorized representative.

(4) The audit report must include verification of all expenditures by budget category, in accordance with the final Monthly Expenditure Report submitted to close out the contract year.

B. Subsection A notwithstanding, Subrecipients expending less than $500,000 in Federal financial assistance may arrange for the performance of an annual financial statement audit. Such audit should include verification as required in §16(A)(4).

C. Subsection A notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

E. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.

F. Subrecipient shall procure audit services by a process approved by Commissioners' Court. The County will make every effort to ensure that the external auditor provides audit documentation,including the following: the auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

SECTION 17. PROPERTY MANAGEMENT

A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of $5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts, are not assets of either the subrecipient or the Department but are held in trust for the Weatherization Assistance Program and as such are assets of the Weatherization Assistance Program. Any equipment, tools, or vehicles having a useful life of more than one year and an acquisition cost of $5,000.00 or more per unit must receive prior approval from the Department before the purchase is made.

B. Subrecipient shall develop and implement a property management system, which conforms to the uniform administrative requirements referenced in Section 6. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous weatherization assistance program contract except in accordance with its own property management system.

C. Upon termination or non-renewal of this contract, the Department may transfer the title of equipment to a third party named by the Department. Such a transfer shall be subject to the following standards:

1) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.

2) The Department will issue disposition instructions after receipt of final inventory.

D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of Five Thousand Dollars ($5,000.00) or more.

E. In addition to the inventory of vehicles, tools, and equipment required under Section 10, Subrecipient shall take a physical inventory of all WAP materials and shall reconcile the results with its property records at least once every year. Any differences between quantities determined by the inventory and those shown in the property records shall be investigated by Subrecipient to determine the cause of the difference.

SECTION 18. INSURANCE REQUIREMENTS

Subrecipient shall maintain adequate personal injury and property damage liability insurance or, if Subrecipient is a unit of local government, shall maintain sufficient reserves to protect against the hazards arising out of or in connection with the performance of this Contract. Subrecipient may obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient shall review existing policies to ensure that lead contamination is covered and if not, secure adequate coverage for all units to be weatherized. Additional liability insurance costs may be paid from administrative or program support categories. The Department strongly recommends the subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

If Subrecipient is not a unit of local government, Subrecipient shall provide Department with certificates of insurance evidencing Subrecipient's current and effective insurance coverage. Subrecipient agrees to notify the Department immediately upon receipt of notification of the termination, cancellation, expiration, or modification of any insurance coverage or required policy endorsements. Subrecipient agrees to suspend the performance of all work performed under this Contract until Subrecipient satisfies the coverage requirements and obtains the policy endorsements, and has delivered to Department certificates of insurance evidencing that such coverage and policy endorsements are current and effective, and has been notified by Department that such performance of the work under this Contract may recommence. Subrecipients must also require all contracting independent subcontractors to have general liability insurance. Subrecipients' insurance must cover the pollution occurrence insurance coverage for their independent subcontractors or the independent subcontractors must obtain the coverage.

SECTION 19. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 20. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct periodic desk and on-site monitoring to evaluate the efficiency, economy, and effectiveness of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide technical assistance to Subrecipient and may request changes in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Such requests shall not be unreasonably denied by Subrecipient. Subrecipient may be required by Department to return to dwelling units to correct identified problems. Department may further review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may withhold funds, place Subrecipient on a cost reimbursement basis, deobligate funds, suspend performance, terminate this Contract, or invoke other remedies in the event monitoring reveals material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within a reasonable period of time.

SECTION 21. LEGAL AUTHORITY

A. Subrecipient represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform under this Contract.

B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been authorized by Subrecipient to execute this Contract on behalf of Subrecipient and to bind Subrecipient to all terms herein set forth.

C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, subrecipient is liable to Department for any money it has received for performance of the provisions of this Contract.

SECTION 22. PREVENTION OF FRAUD AND ABUSE

A. Subrecipient shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in the WAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Subrecipient's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the weatherization program. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Subrecipient shall immediately notify the Department of any identified instances of waste, fraud, or abuse.

C. Department will notify the funding source upon identification of possible instances of waste, fraud, and abuse or other serious deficiencies.

D. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 23. HB 1196 CERTIFICATION

Subrecipient / Local Operator certifies that it, or a branch, division, or department of Subrecipient / Local Operator does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient / Local Operator, or a branch, division, or department of Subrecipient / Local Operator is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient / Local Operator shall repay the public subsidy with interest, at a rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient / Local Operator of the violation.

SECTION 24. SB 608 CERTIFICATION

Under Section 2261.053, Texas Government Code, Subrecipient / Local Operator certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 25. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient represents that neither it nor any member of its governing body presently has any interest or shall acquire any interest in, directly or indirectly, which would conflict with the performance of this Contract and that no person having such interest shall be employed by Subrecipient or appointed as a member of Subrecipient's governing body.

B. Subrecipient shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

C. Subrecipient agrees that it will comply with TEX. GOV'T CODE ANN. Chapter 573 by ensuring that no officer, employee, or member of the governing body of Subrecipient shall vote for or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

SECTION 26. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

C. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, Subrecipient shall complete and submit a Certification Regarding Lobbying form in accordance with its instructions. No state funds may be given to persons who are required to register under TX GOV'T CODE ANN. 305.

D. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this section.

SECTION 27. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall on the ground(s) of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract.

SECTION 28. SPECIAL COMPLIANCE PROVISIONS

Subrecipient shall comply with the requirements of all applicable laws and regulations, including those specified in 10 C.F.R. Part 600.

SECTION 29. TRAINING AND TECHNICAL ASSISTANCE FUNDS

A. Training and technical assistance funds shall be used for State sponsored, DOE sponsored, and other relevant workshops and conferences provided the agenda includes topics directly related to administering WAP in accordance with the Texas Administrative Code: 10 TAC §5.532.

B. Allowable travel costs under this Contract shall be determined in accordance with OMB Circulars A-122 or A-87, as applicable, any Department Issuance on travel, and with Subrecipient's written travel policy. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees. Prior to incurring any costs for travel, subrecipient must provide Department with a copy of its travel policy and evidence that such policy has been approved by Subrecipient's governing body. If Subrecipient has no established written travel policy, the travel regulations applicable to Department employees shall apply.

C. Department may, from time to time, provide funds in this category that are for the sole purpose of purchasing designated weatherization equipment.

SECTION 30. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source, nor may they in any way serve to reduce the funds or resources, which would have been available to or provided through Subrecipient, had this Contract never been executed.

SECTION 31. DEBARRED AND SUSPENDED PARTIES

(1) Subrecipient must not make any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension and 45 CFR Part 76."

(2) Subrecipient certifies that neither it or its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

(4) Subrecipient shall include in any subcontracts that failure to adequately perform under this Contract may result in penalties up to and including Debarment from performing additional work for the Department.

SECTION 32. NO WAIVER

No right or remedy given to Department by this Contract shall preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 33. PRIOR ORAL AND WRITTEN AGREEMENTS

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

SECTION 34. SEVERABILITY

If any portion of this Contract is held to be invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

SIGNED this day of

Travis County

BY: _____ on _____

Travis County Judge, Samuel T. Biscoe — Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This Contract is not effective unless signed by the Executive Director of the Department or their authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 56090000475 FOR THE
DOE WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: Travis County

DEPARTMENT FINANCIAL OBLIGATIONS

$ 140,521.00	DOE WAP FUNDS CURRENTLY AVAILABLE
$ 28,850.00	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
$ 140,521.00	TOTAL ANTICIPATED DOE WAP FUNDS
$ 28,850.00	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS [1]

CATEGORIES	FUNDS
[2] Administration	$ 7,026.00
[3] Liability / Pollution Occurrence Insurance	$ 5,141.00
Fiscal Audit	$ 1,000.00
Materials / Program Support / Labor	$ 101,883.00
[4] Health and Safety	$ 25,471.00
SUB-TOTAL	$ 140,521.00
[5] Training and Technical Assistance	$ 28,850.00
TOTAL	$ 169,371.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

[1] Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. **Only those written request(s) from the subrecipients received at least 90 days prior to the end of the contract term (by December 31, 2009) will be reviewed. TDHCA may decline to review written requests received during the final 90 days of the contract term.**

[2] Denotes maximum for administration based on 5.00% of the total allowable expenditures excluding travel for training.

[3] Denotes $2,000 for liability insurance and the remaining balance for pollution occurrence insurance.

[4] Denotes the maximum allowed for Health and Safety expenditures.

[5] Department approved training / travel only.

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

TRAVIS

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. WAP costs per unit, excluding health and safety expenses, shall not exceed **$6,500.00** without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 04/01/2009

Travis County

BY: _____ on _____

Travis County Judge, Samuel T. Biscoe — Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This Contract is not effective unless signed by the Executive Director of the Department or their authorized designee.

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐	Permission to Continue: ☐
	Contract Approval: X	Status Report: ☐

Department/Division:	58/57
Contact Person/Title:	Lisa Sindermann / Contract Specialist
Phone Number:	854-4594

Grant Title:	LIHEAP Weatherization Assistance Program			
Grant Period:	From:	04/01/09	To:	03/31/10
Grantor:	Texas Department of Housing and Community Affairs			

Check One:	New: ☐	Continuation: X	Amendment: ☐
Check One:	One-Time Award: ☐	Ongoing Award: X	
Type of Payment:	Advance: ☐	Reimbursement: X	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	***County Match***	In-Kind	**TOTAL**
Personnel:		220,555				220,555
Operating:		334,835				334,835
Capital Equipment:						0
Indirect Costs:		42,910				42,910
Total:	0	598,300	0	0	0	598,300
FTEs:						0.00

Auditor's Office Review: ☒ Staff Initials: EH

Auditor's Office Comments:

County Attorney's Office Contract Review: ☒ Staff Initials: MG

Performance Measures Applicable Depart. Measures	**Projected FY 09 Measure**	**Progress To Date:** 12/31/08	3/31/09	6/31/09	9/30/09	**Projected FY 10 Measure**
Number of referrals required to support Housing programs from emergency assistance centers (includes DOE, LIHEAP, CEAP and Home Repair only)	215	42	103	107	105 projected	215
Measures For Grant						

# of Households receiving LIHEAP Weatherization Assistance Program	200	N/A for this grant period	N/A for this grant period	50 projected	50 projected	100 projected
Outcome Impact Description	Providing weatherization services and minor home repair for clients as prescribed by the grant guidelines will lower the household energy usage, lower household energy costs, and enable the household to become energy self-sufficient.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

Health and Human Services and Veterans Services (HHS & VS) is requesting Commissioners Court approval of a grant contract with Texas Department of Housing and Community Affairs for the Low Income Home Energy Assistance Program (LIHEAP) weatherization program. This program utilizes grant funds from the Texas Department of Housing and Community Affairs to provide weatherization repairs for low income persons. Travis County has received this grant for many years, but the contract language has typically been finalized after the contract term has begun. The Commissioners Court approved a permission to contine the program on April 21, 2009 while the department was waiting on the final contract.

The contract for the past three years includes new language that may require the County to use all the funds provided by the grant. The County has typically spent at between 92% to 98% of the total award. This new language has been discussed with HHS & VS and the department believes based on the current award, they will not have any problem meeting this new added criteria and it will not adversely impact the program.

This agreement does not require a County match or a specific level of service upon termination of the grant.

PBO recommends Commissioner Court approval of this request.

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

The department has received this grant for a number of years. These funds will be utilized to assist low-income households to achieve a level of energy efficiency by providing weatherization assistance to the residences. The benefit of weatherizing these households and reducing their home energy needs will further improve the ability to become energy self-sufficient.

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

No additional funds are required.

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

There is no commitment by the Commissioners Court to fund these services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs ($42,910) at the rate of 7.22% of the total allowable expenditures excluding funds for travel and training ($4,000).

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

Yes

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

N/A

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

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff of those households deemed eligible for weatherization assistance. The Housing Services' staff performs assessments of the residences and determines the weatherization services and minor home repairs that can be addressed with the grant funding. Services are provided by either in-house staff or by purchasing contracted services.

This grant assistance is another program the department uses to meet the requests of low-income clients who are seeking minor home repair, weatherization services and basic needs services.

updated-7-17-09 11:00am

RECEIVED
09 JUL -2 AM 8:23
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

Date: July 1, 2009

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM: Blanca Tapia Leahy for Sherri E. Fleming
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of 2009 – 10 LIHEAP Weatherization Assistance Program Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs for the LIHEAP Weatherization Assistance Program for 2009 - 10.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs (TDHCA). The total grant funding for this contract is in the amount of $598,300. This grant award is $405,233 more than or approximately four times the award amount received for this grant in the last program period. The LIHEAP grant funds awarded to Travis County are used to provide weatherization services and minor home and roof repair assistance for low-income households. Some examples of the program's weatherization services are providing attic and wall insulation, repair or replacement of the heating and cooling household appliances, minor household repairs such as replacing doors or patching interior walls, minor roof repair, addressing health and safety issues by adding or replacing smoke and carbon monoxide detectors and replacing household natural gas stoves as necessary. The distribution of assistance will be to qualified Travis County residents with household income levels at or below 125% of the current Federal Poverty Income Guidelines with household weatherization needs.

Budgetary and Fiscal Impact: We will be able to use the LIHEAP funds for administration, materials, and labor. The funds for materials will be budgeted in the line items for contracted services and supplies and funding for labor will be budgeted in the corresponding salaries and benefit line items. No matching funds are required for this grant. This contract period is 04/01/09 through 03/31/10.

Issues and Opportunities: We were able to provide weatherization services for 58 dwelling units with use of these grant funds in the last allocation period. The department utilizes this program to obtain a goal of assisting low-income households in achieving a level of energy efficiency, giving priority to households with one or more persons age 60 or above and/or an individual with a disability. Priority also is given to those households with young children age six and under and to those with the lowest incomes that pay the highest portion of their incomes for home energy.

It should be noted that this contract is made available electronically to Travis County from the Texas Department of Housing and Community Affairs. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst III, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office
Scott Worthington, Business Analyst II, Travis County Purchasing Office
Deborah Britton, Division Director, Community Services
Roberto Ortiz, Interim Housing Manager, Housing Services

SECTION 1. PARTIES TO CONTRACT

This contract (hereinafter "Contract") is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas (hereinafter the "Department") and Travis County (hereinafter the "Subrecipient"). The term of this Contract shall be for the period identified under Attachment A - Budget and Performance Document (hereinafter the "Attachment A").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is April 01, 2009 through March 31, 2010 (hereinafter the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, develop and implement a Weatherization Assistance Program (WAP) in the counties and in accordance with the budget described in Attachment A of this Contract. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of low-income persons. WAP services will be provided to owner occupied units as well as rental units. Priority will be given to households with elderly, persons with disabilities, households with young children that are age five (5) or younger, and/or households with a high energy burden and households with high energy consumption. Subrecipient shall implement WAP in accordance with the provisions of Part A of the Energy Conservation in Existing Buildings Act of 1976, as amended (42 U.S.C. §6861 et seq.); the U.S. Department of Energy (DOE) regulations codified in 10 C.F.R. Parts 440 and 600; any applicable Office of Management and Budget (OMB) Circulars; the Texas WAP State Plan; the Texas LIHEAP State Plan; the State weatherization regulations; the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C.§8621 et seq.); the implementing regulations in 45 C.F.R. Part 96; Texas Administrative Code: 10 TAC §5.1-§5.20; §5.501-§5.508; §5.521-§5.532 and §5.701-§5.705. The International Residential Code; International Energy Conservation Code or in accordance with jurisdictions authorized by State law to adopt later editions; and the terms of this Contract.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in Attachment A of this Contract.

B. Department's obligations under this Contract are contingent upon the actual receipt by Department of federal LIHEAP program funds. If sufficient funds are not available, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract.

C. Department is not liable for any cost incurred by Subrecipient which:

(1) is incurred to weatherize a dwelling unit which is not an eligible dwelling unit as defined in 10 C.F.R. §440.22;

(2) is incurred to weatherize a dwelling unit which is designated for acquisition or clearance by a federal, state, or local program within twelve months from the date weatherization of the dwelling unit is scheduled to be completed;

(3) is incurred to weatherize a dwelling unit previously weatherized with weatherization assistance program funds, except as provided for in 10 C.F.R. §440.18(e)(2);

(4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 9 of this Contract;

(5) is not incurred during the Contract year;

(6) is not reported to Department on a monthly LIHEAP expenditure report and/or a monthly LIHEAP performance report within sixty (60) days of the termination of this Contract year;

(7) is subject to reimbursement by a source other than Department; or

(8) is made in violation of any provision of this Contract or any provision of federal or state law or regulation, including, but not limited to those enumerated in this Contract.

D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract. Department may offset or withhold any amount otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this or any other Contract between the parties.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month, Subrecipient may request an advance payment of LIHEAP funds under Attachment A by submitting a monthly expenditure report to Department (through the electronic reporting system) at its offices in Travis County, Texas. Subrecipient must maintain and follow written procedures to minimize the time elapsing between the transfer of funds from Department and the disbursement of such funds by Subrecipient.

B. Subrecipient's requests for advances shall be limited to the minimum amount needed to perform contractual obligations and timed to be in accordance with actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract. The timing and amount of cash advances shall be as close as administratively feasible, not to exceed a 30-day projection of the actual disbursements by the Subrecipient to direct program costs and the proportionate share of any allowable indirect costs.

C. Subsection 4(A) notwithstanding, Department reserves the right to use a cost reimbursement method of payment for all funds if (1) Department determines that Subrecipient has maintained excess cash balances; (2) Department identifies any deficiency in the cash controls or financial management system maintained by Subrecipient; (3) Department determines that a cost reimbursement method would benefit the program; (4) Department's funding sources require the use of a cost reimbursement method; or (5) Subrecipient fails to comply with any of the reporting requirements of Section 10.

D. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible recipients of the weatherization assistance program and for the payment of the allowable expenditures identified in Section 9 of this Contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant and Contract Management Standards, 1 T.A.C. § 5.141 et seq. (the "Uniform Grant Management Standards"). All references to "local government" shall be construed to mean "Subrecipient." Uniform cost principles for local governments are set forth in OMB Circular No. 87, and for non-profits in OMB Circular No. 122. Uniform administrative requirements for local governments are set forth in OMB Circular No. 102 and for non-profits in OMB Circular No. 110.

SECTION 7. USE OF ALCOHOLIC BEVERAGES

None of the funds provided under this Contract shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty. No funds provided under this Contract shall be used for the purchase of alcoholic beverages.

SECTION 8. TERMINATION AND SUSPENSION

A. Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes but is not limited to Subrecipient's failure to comply with any term of this Contract, the Texas Administrative Code: 10 TAC §5.17 (Sanctions and Contract Close Out), any State weatherization regulation, and the WAP State Plan. Department shall notify Subrecipient in writing no less than thirty (30) days prior to the date of termination.

B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend Subrecipient's performance under this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.

C. Department shall not be liable for any costs incurred by Subrecipient after termination or during the suspension of this Contract. The termination or suspension of this Contract notwithstanding, Subrecipient shall not be relieved of any liability for damages due to Department by virtue of any prior or future breach of this Contract by Subrecipient. Department may withhold any payment otherwise due to Subrecipient until such time as the exact amount of damages owed to Department by Subrecipient is determined and paid.

SECTION 9. ALLOWABLE EXPENDITURES

A. The allowance of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 5 and the regulations set forth in 10 C.F.R. §440.18, subject to the limitations and exceptions set forth in this Section.

B. To the maximum extent practicable, Subrecipient shall utilize funds provided under this Contract for the purchase of weatherization materials. All weatherization measures installed must have an approved State of Texas Energy Audit savings-to-investment ratio (SIR) of one or greater unless otherwise indicated. Weatherization measures installed shall begin with those having the greatest SIR (on approved State of Texas Energy Audit) and proceed in descending order to the measures with the smallest SIR or until the maximum allowable per unit expenditures are achieved. Subrecipient shall weatherize eligible dwelling units using only weatherization materials which meet or exceed the standards prescribed by DOE in 10 C.F.R. Part 440, Appendix A, State of Texas adopted International Residential Code (IRC) or in accordance with jurisdictions authorized by State law to adopt later editions.

Allowable WAP expenditures under Attachment A include:

(1) the purchase and delivery of weatherization materials as defined in 10 C.F.R. §440.3;

(2) labor costs for doors, primary windows and storm windows that will result in approved energy savings with a SIR of one or greater in accordance with 10 C.F.R. §440.19;

(3) the cost of weatherization materials and labor for heating and cooling system tune ups, repairs, modification, or replacements if such will result in improved energy efficiency as demonstrated by SIR of one or better in the approved State of Texas Energy Audit and, whenever available, heating and cooling systems must have an Energy Star rating;

(4) transportation of weatherization and repair materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;

(5) maintenance, operation, and insurance of vehicles used to transport weatherization materials;

(6) maintenance of tools and equipment;

(7) purchase or lease of tools or equipment;

(8) employment of on-site supervisory personnel;

(9) storage of weatherization materials, tools, and equipment;

(10) incidental repairs (such as repairs to roofs, walls, floors, and other parts of a dwelling unit) if such repairs are necessary for the effective performance or preservation of weatherization measures (If incidental repairs are necessary to make the installation of the weatherization measures effective, the cost of incidental repair measures charged to WAP funds awarded under Attachment A shall not exceed the cost of weatherization measures charged to WAP funds and shall have a whole house SIR of one or greater on the approved State of Texas Energy Audit.);

(11) allowable health and safety measures; and

(12) allowable base load reduction measures. Health and Safety funds not expended may be moved to the labor, materials, and program support category. These changes will require a Contract action; therefore, Subrecipient must provide written notification to the Department at least 90 days prior to the end of the Contract term before these funds can be moved.

C. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the Attachment A. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel, audit fees, office space, equipment, and supplies which are necessary for the administration of WAP. Administrative costs are earned based upon the allowable percentage of total allowable expenditures, excluding the allowance for Department / LIHEAP Training Travel or special equipment purchases. Subrecipient may use any or all of the funds allowed for administrative purposes under this Contract for the purchase and delivery of weatherization materials. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least 90 days prior to the end of the Contract term before these funds can be moved.

D. To the maximum extent practicable, Subrecipient shall secure the services of volunteers to weatherize dwelling units under the direction of qualified supervisors.

SECTION 10. RECORD KEEPING REQUIREMENTS

A. Subrecipient shall comply with the record keeping requirements set forth at 10 C.F.R. §440.24 and with such additional record keeping requirements as specified by Department.

B. For each dwelling unit weatherized with funds received from WAP under this Contract, Subrecipient shall maintain a file containing the following information:

(1) completed "Application for Weatherization Services" indicating the ages of the residents, presence in the household of children age five (5) or younger, elderly persons (60 years or older), and persons with disabilities;

(2) 12 month customer billing history for utilities or consumption disclosure release form;

(3) eligibility documentation (proof of income eligibility shall consist of checks, check stubs, award letters, employer statements, or other similar documents including total income and public assistance payments); no dwelling unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in 10 C.F.R. §440.22. All proof of income must reflect earnings from within 12 months of the start date indicated on the building weatherization report (BWR). Proof of income documentation requirements are the same for both single and multifamily housing; effective January 1, 2005, all new applications must have proof of income, or Declaration of Income Statement for the previous 30 days;

(4) BWR to include certification of final inspection;

(5) invoices of materials purchased or inventory removal sheets;

(6) invoices of labor;

(7) if a rental unit, landlord agreement form (including Exhibits A and B), and landlord financial participation form and Permission to Conduct Energy Audit Form (Department form); and all other Landlord forms found in the Energy Assistance Section of the Departments website;

(8) Self-help Certification (Department form), if applicable;

(9) Notice of Denial (Department form), if applicable;

(10) Signed and dated Building Assessment form;

(11) Attic Inspection (local design allowed);

(12) Wall Inspection (local design allowed);

(13) Justification for Omission of Priorities (local design allowed), if applicable;

(14) Documentation of pre weatherization carbon monoxide readings for all combustible appliances;

(15) Documentation of post weatherization carbon monoxide readings for all combustible appliances;

(16) Blower Door Data Sheet;

(17) Copy of the cover sheet, SIR page, and Suggested Repairs and Measures page for the approved State of Texas Energy Audit;

(18) A complete approved State of Texas Energy Audit on disk and a disk back-up for all units weatherized (unless using computer based audit);

(19) Signed client receipt of Lead Safe Information (for homes built in 1978 or prior); and

(20) Refrigerator assessment form (if applicable).

C. Materials standards documentation for weatherization materials purchased under this Contract must be maintained. These standards must meet the requirements according to Appendix A of 10 CFR 440.

D. Subrecipient shall give the federal and state funding agencies, the Comptroller General of the United States, and Department access to and the right to reproduce all records pertaining to this Contract. All such records shall be maintained for at least three years after final payment has been made and all other pending matters are closed. Subrecipient shall include the requirements of this Subsection in all subcontracts.

E. All WAP records maintained by Subrecipient, except records made confidential by law, shall be available for inspection by the public during Subrecipient's normal business hours to the extent required by the Texas Public Information Act, TEXAS GOVERNMENT CODE ANNOTATED. Chapter 552.

F. All subrecipients must conduct a full household assessment addressing all possible allowable weatherization measures.

SECTION 11. REPORTING REQUIREMENTS

A. Subrecipient shall electronically submit to Department no later than fifteen (15) days after the end of each month of the Contract term a Performance Report listing demographic information on all units completed in the previous month and an Expenditure Report listing all expenditures of funds under this Contract during the previous month. **These reports are due even if Subrecipient has no new activity to report during the month. Both reports shall be submitted electronically**.

B. Subrecipient shall electronically submit to Department no later than sixty (60) days after the end of the Contract term a final expenditure and programmatic report utilizing the Monthly Expenditure Report. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract may result in ineligibility to receive additional funds or additional contracts.

C. Subrecipient shall submit to Department no later than sixty (60) days after the end of the Contract term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of $5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts. The inventory shall reflect the tools and equipment on hand as of the last day of the Contract term.

D. Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to 10 C.F.R. §440.25, by HHS, or by the Department.

E. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, including responses to monitoring reports, Department may withhold any and all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives WAP funds from the Department over two or more Contracts of subsequent terms, funds may be withheld or this Contract suspended or terminated by Subrecipient's failure to submit a past due report or response (including a report of audit) from a prior Contract term.

SECTION 12. CHANGES AND AMENDMENTS

Any change in the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulation and subrecipient is on constructive notice of this change whether actual notice is provided. Except as otherwise specifically provided herein, any other change in the terms of this Contract shall be by amendment in writing and signed by both parties to this Contract or by a Letter of Notification (LON) signed by Department and Subrecipient.

SECTION 13. NON-BINDING GUIDANCE

Department may issue non-binding guidance to explain the rules and provide directions on the terms of this Contract.

SECTION 14. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

SECTION 15. PROCUREMENT STANDARDS & SUBCONTRACTS

A. Subrecipient shall develop and implement procurement procedures, which conform to the uniform administrative requirements referenced in Section 6 of this Contract. Subrecipient shall not procure supplies, equipment, materials, or services except in accordance with its procurement procedures and the Texas Administrative Code: 10 TAC §5.10-§5.12. All procurement Contracts, other than "small purchases" shall be in writing and shall contain the required provisions. **Subrecipient must obtain advance written permission from the Department before purchasing any vehicle.** Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

B. Subrecipient shall ensure that its subcontractors comply with all applicable terms of this Contract as if the performance rendered by the subcontractor was being rendered by Subrecipient. Subrecipient shall inspect all subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner. Subrecipient shall make no payment to subcontractor until all work is complete and has passed a final inspection.

C. It is the sole responsibility of Subrecipient's authorized weatherization staff to perform every initial assessment, every approved State of Texas Energy Audit, and every final inspection. In an emergency situation, Subrecipient may request in writing that the Department waive this requirement. The Department will review each request separately to determine whether a waiver will be granted, the conditions for the waiver, and the maximum time allotted for the waiver. Under no circumstances will a waiver be granted for longer than six months. Failure to strictly adhere to this policy will result in disallowed costs.

SECTION 16. AUDIT

A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

(1) Subrecipients expending $500,000 or more in federal financial assistance for any fiscal year ending on or after December 31, 2003, shall have an audit made in accordance with Department's supplemental audit guide, the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, et seq. and OMB Circular No. 133 - Revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations." For purposes of this Section 15, "federal financial assistance" means assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

(2) Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract, provided however that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report, as determined by Department, from Subrecipient.

(3) Subrecipient shall submit two (2) copies of the report of such audit to Department within thirty (30) days after the completion of the audit, and no later than nine (9) months after the end of the audit period. However, for fiscal years beginning on or before June 30, 1998, the audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report or 13 months after the end of the audit period. Subrecipient shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under this Section 16 are subject to review and resolution by Department or its authorized representative.

(4) The audit report must include verification of all expenditures by budget category, in accordance with the final Monthly Expenditure Report submitted to close out the Contract year.

B. Subsection A notwithstanding, Subrecipients expending less than $500,000 in Federal financial assistance may arrange for the performance of an annual financial statement audit. Such audit should include verification as required in §16(A)(4).

C. Subsection A notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

E. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.

F. Subrecipient shall procure audit services by a process approved by Commissioners' Court. The County will make every effort to ensure that the external auditor provides audit documentation, including the following: the auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

SECTION 17. PROPERTY MANAGEMENT

A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of $5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts, are not assets of either the subrecipient or the Department but are held in trust for the Weatherization Assistance Program and as such are assets of the Weatherization Assistance Program. Any equipment, tools, or vehicles having a useful life of more than one year and an acquisition cost of $5,000.00 or more per unit must receive prior approval from the Department before the purchase is made.

B. Subrecipient shall develop and implement a property management system, which conforms to the uniform administrative requirements referenced in Section 6. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous weatherization assistance program Contract except in accordance with its own property management system.

C. Upon termination or non-renewal of this contract, the Department may transfer the title of equipment to a third party named by the Department. Such a transfer shall be subject to the following standards:

1) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.

2) The Department will issue disposition instructions after receipt of final inventory.

D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of Five Thousand and no/100 Dollars ($5,000.00) or more.

E. In addition to the inventory of tools and equipment required under Section 10, Subrecipient shall take a physical inventory of all WAP materials and shall reconcile the results with its property records at least once every year. Any differences between quantities determined by the inventory and those shown in the property records shall be investigated by Subrecipient to determine the cause of the difference.

SECTION 18. INSURANCE REQUIREMENTS

Subrecipient shall maintain adequate personal injury and property damage liability insurance or, if Subrecipient is a unit of local government, shall maintain sufficient reserves to protect against the hazards arising out of or in connection with the performance of this Contract. Subrecipient may obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient shall review existing policies to ensure that lead contamination is covered and if not, secure adequate coverage for all units to be weatherized.

If Subrecipient is not a unit of local government, Subrecipient shall provide Department with certificates of insurance evidencing Subrecipient's current and effective insurance coverage. Subrecipient agrees to notify the Department immediately upon receipt of notification of the termination, cancellation, expiration, or modification of any insurance coverage or required policy endorsements. Subrecipient agrees to suspend the performance of all work performed under this Contract until Subrecipient satisfies the coverage requirements and obtains the policy endorsements, and has delivered to Department certificates of insurance evidencing that such coverage and policy endorsements are current and effective, and has been notified by Department that such performance of the work under this Contract may recommence. Subrecipients must also require all independent subcontractors to have general liability insurance. Subrecipients' insurance must cover the pollution occurrence insurance coverage for their independent subcontractors or the independent subcontractors must obtain the coverage.

SECTION 19. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 20. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct periodic desk and on-site monitoring to evaluate the efficiency, economy, and effectiveness of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide technical assistance to Subrecipient and may request changes in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Such requests shall not be unreasonably denied by Subrecipient. Subrecipient may be required by Department to return to dwelling units to correct identified problems. Department may further review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may withhold funds, place Subrecipient on a cost reimbursement basis, deobligate funds, suspend performance, terminate this Contract, or invoke other remedies in the event monitoring reveals material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within a reasonable period of time.

SECTION 21. LEGAL AUTHORITY

A. Subrecipient represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform under this Contract.

B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been authorized by Subrecipient to execute this Contract on behalf of Subrecipient and to bind Subrecipient to all terms herein set forth.

C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract to enter into this Contract or to render performances hereunder. Should suspension or termination occur, Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract.

SECTION 22. PREVENTION OF FRAUD AND ABUSE

A. Subrecipient shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in the WAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Subrecipient's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the WAP. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Subrecipient shall immediately notify the Department of any identified instances of waste, fraud, or abuse.

C. Department will notify the funding source upon identification of possible instances of waste, fraud, and abuse or other serious deficiencies.

D. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 23. HB 1196 CERTIFICATION

Subrecipient / Local Operator certifies that it, or a branch, division, or department of Subrecipient / Local Operator does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient / Local Operator, or a branch, division, or department of Subrecipient / Local Operator is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient / Local Operator shall repay the public subsidy with interest, at a rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient / Local Operator of the violation.

SECTION 24. SB 608 CERTIFICATION

Under Section 2261.053, Texas Government Code, Subrecipient / Local Operator certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 25. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient represents that neither it nor any member of its governing body presently has any interest or shall acquire any interest in, directly or indirectly, which would conflict with the performance of this Contract and that no person having such interest shall be employed by Subrecipient or appointed as a member of Subrecipient's governing body.

B. Subrecipient shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

C. Subrecipient agrees that it will comply with TEX. GOV'T CODE ANN. Chapter 573 by ensuring that no officer, employee, or member of the governing body of Subrecipient shall vote for or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

SECTION 26. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

C. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, Subrecipient shall complete and submit a Certification Regarding Lobbying form in accordance with its instructions. No state funds may be given to persons who are required to register under TEX GOV'T CODE ANN. 305

D. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this section.

SECTION 27. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall on the ground(s) of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract.

SECTION 28. SPECIAL COMPLIANCE PROVISIONS

Subrecipient shall comply with the requirements of all applicable laws and regulations, including those specified in 10 C.F.R. Part 600.

SECTION 29. TRAINING AND TECHNICAL ASSISTANCE FUNDS

A. Training and technical assistance funds shall be used for State sponsored, LIHEAP sponsored, and other relevant workshops and conferences provided the agenda includes topics directly related to administering WAP in accordance with the Texas Administrative Code: 10 TAC §5.532.

B. Allowable travel costs under this Contract shall be determined in accordance with OMB Circulars A-122 or A-87, as applicable, any Department Issuance on travel, and with Subrecipient's written travel policy. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees. Prior to incurring any costs for travel, subrecipient must provide Department with a copy of its travel policy and evidence that such policy has been approved by Subrecipient's governing body. If Subrecipient has no established written travel policy, the travel regulations applicable to Department employees shall apply.

C. Department may, from time to time, provide funds in this category that are for the sole purpose of purchasing designated weatherization equipment.

SECTION 30. DEBARRED AND SUSPENDED PARTIES

(1) Subrecipient must not make any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension and 45 CFR Part 76."

(2) Subrecipient certifies that neither it or its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

(4) Subrecipient shall include in any subcontracts that failure to adequately perform under this Contract may result in penalties up to and including Debarment from performing additional work for the Department.

SECTION 31. NO WAIVER

No right or remedy given to Department by this Contract shall preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 32. PRIOR ORAL AND WRITTEN AGREEMENTS

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

SECTION 33. SEVERABILITY

If any portion of this Contract is held to be invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

SIGNED this day of

Travis County

BY: _____ on _____

Travis County Judge, Samuel T. Biscoe — Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This Contract is not effective unless signed by the Executive Director of the Department or their authorized designee.

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TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 81090000508 FOR THE
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

DEPARTMENT FINANCIAL OBLIGATIONS

$ 594,300.00	LIHEAP FUNDS CURRENTLY AVAILABLE
$ 4,000.00	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
$ 594,300.00	TOTAL ANTICIPATED LIHEAP FUNDS
$ 4,000.00	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract year. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS [1]

CATEGORIES	FUNDS
[2] Administration	$ 42,910.00
[3] Materials / Program Support / Labor	$ 441,112.00
[4] Health and Safety	$ 110,278.00
SUB-TOTAL	$ 594,300.00
[5] Training and Technical Assistance	$ 4,000.00
TOTAL	$ 598,300.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

[1] Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. **Only those written request(s) from the subrecipients received at least 90 days prior to the end of the contract term (by December 31, 2009) will be reviewed. TDHCA may decline to review written request received during the final 90 days of the contract term.**

[2] Denotes maximum for administration based on 7.22% of total allowable expenditures.

[3] Expenses incurred under Roof Repair will come out of your Materials / Program Support / Labor budget.

[4] Denotes the maximum allowed for Health and Safety expenditures.

[5] Department approved training / travel only.

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

TRAVIS

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Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. WAP costs per unit, excluding health and safety expenses and roof repair as allowed by state regulation, shall not exceed **$4,000.00** without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 04/01/2009

Travis County

BY: _____ on _____

Travis County Judge, Samuel T. Biscoe — Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This Contract is not effective unless signed by the Executive Director of the Department or their authorized designee.

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updated-7-17-09 11:00am

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐	Permission to Continue: ☐
	Contract Approval: ☐	Grant Close Out: ☒

Department/Division:	Criminal Courts - Drug Court #2430
Contact Person:	Debra Hale
Title:	Court Management Director
Phone Number:	(512) 854-9432

Grant Title:	Drug Diversion Court			
Grant Period:	From:	9/1/07	To:	8/31/08
Grantor:	Office of the Governor Criminal Justice Division			

Check One:	New: ☐	Continuation: ☒	Amendment: ☐
Check One:	One-Time Award: ☐	Ongoing Award: ☒	
Type of Payment:	Advance: ☐	Reimbursement: ☒	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	*County Match*	In-Kind	**TOTAL**
Personnel:	0	$52,977	0	0	0	$52,977
Operating:	0	$103,926	0	0	0	$103,926
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	$3,138	0	0	0	3,138
Total:	0	$160,041	0	0	0	$160,041
FTEs:		1.00	0.00	0.00	0.00	1.00

Performance Measures	**Projected FY 08**	**Progress To Date:**				**Projected FY 09**
Applicable Depart. Measures	**Measure**	12/31/07	3/31/08	6/30/08	9/30/08	**Measure**
# of people assessed for eligibility to participate in the program.	3,017	1,063	1,906	2,733	3,165	3,165
# of new enrollments in the program.	193	48	83	117	151	151
# of participants that have graduated from the program.	100	35	65	89	113	100
Measures For Grant						
Provide intensive case management for African Amercian participants.	50	50	50	50	50	50
Provide intensive case management for dually diagnosed participants.	20	20	20	20	20	25
Provide intensive outpatient treatment services for dually diagnosed participants	5	2	3	4	5	10

~~updated 7-17-09 11:00am~~
Auditor's Office Contract Approval: x **Staff Initials:** NS
Auditor's Office Comments: Auditor's Office is OK with the unexpended balances.

County Attorney's Office Contract Approval: X **Staff Initials:** JC
County Attorney's Office Comments: N/A

PBO Recommendation:

PBO recommends Commissioners Court approval of this grant close out and the deobligation of the remaining $6,673.57 in unspent grant funds, pending the approval of the County Attorney's Office. The County Attorney's Office had questions on this type of Commissioners Court action given that it is a relatively new phenomenon. PBO is placing the item on the agenda with the expectation that the County Attorney's Office will sign off on it. If the County Attorney's Office does not sign off on this item, PBO will request that the item be rolled another week. There is no further back-up provided as all reports have been previously submitted and the final closeout of the grant will occur electronically.

The unexpended balance is 4% of the total state grant fund budget for the program. This grant was for the 2008 fiscal year.

The Drug Diversion Court met or exceeded all its performance measures save one. The number of new enrollments did not reach 193. The program had 151 new enrollments.

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 Criminal Justice Division (CJD) of the Governor's Office announced the availability of ongoing funds for eligible drug court programs. Eligible applicants are counties in Texas that have incorporated the ten essential characteristics as outlined in section 469.001 Health and Safety Code. This grant is available to jursdictions to improve the delivery of services or to enhance the existing Drug Court Program with additional services that will allow the Travis County Drug Court to more fully meet the goals of the Drug Court Program.

The purpose of the grant is to enhance the resources available to the Travis County Drug Court by upgrading supervision services provided to offenders to increase the likelihood of successful graduation, thereby reducing further criminal activity and reliance on the state correctional system, community supervision or local jails.

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

The County is not obligated to maintain the expenditure level requested in the grant.

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

A County match is not required.

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

Yes, the grant allows a 2% indirect cost reimbursement.

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.

updated-7-17-09 11:00am

No, the Drug Court program will not discontinue upon discontinuance of grant funding. If the grant is not awarded, the department may request to incorporate the grant funded FTE into the County Budget. If, however, funding for enhanced treatment and case management services is unavailable, the department would reduce the static capacity, which could create a waiting list for potential participants and discontinue services for specialized populations (or look for other funding sources).

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

The Travis County Drug Court /SHORT program is not a new program. We are asking to enhance services for two specific target populations.

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 ongoing grant will allow the Drug Court program to continue to serve two specific populations which typically do not receive drug treatment services. A specialized population of up to 50 African American offenders will continue to receive intensive case management from Clean Investments and the grant funded Chemical Dependency Counselor. Due to the need for specialized mental health services, 25 dually diagnosed individuals will continue to receive intensive case management services from MHMR. A total of 10 dually diagnosed clients will receive intensive outpatient treatement services from MHMR as well.

updated-7-17-09 11:00am

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Travis County Commissioners Court Agenda Request

Voting Session July 21, 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 $537,585.76, for the period of July 3, 2009 to July 9, 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

COUNTY JUDGE'S OFFICE RECEIVED 09 JUL 16 AM 11:05

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)

updated-7-17-09 11:00am

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	July 21, 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:	July 3, 2009 to July 9, 2009
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$537,585.76
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 $537,585.76.

Please see the attached reports for supporting detail information.

updated-7-17-09 11:00am

TRAVIS COUNTY

HOSPITAL AND INSURANCE FUND

SUPPORTING DETAIL FOR THE

WEEKLY REIMBURSEMENT REQUEST TO

COMMISSIONERS COURT

FOR THE PAYMENT PERIOD

JULY 3, 2009 TO JULY 9, 2009

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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: updated-7-17-09 11:00am — July 21, 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: July 3, 2009
TO: July 9, 2009

REIMBURSEMENT REQUESTED: $ 537,585.76

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	1,472,935.27
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: July 14, 2009	$	(935,349.68)
	$	-
Adjust to balance per UHC	$	0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	$	537,585.76
PAYMENTS DEEMED NOT REIMBURSABLE	$	-
TRANSFER OF FUNDS REQUESTED:	$	537,585.76

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 $157,067.61) 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 ($61,526.26) 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 $18,765.79.

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.

Linda Moore Smith, Director — Date 7-13-09

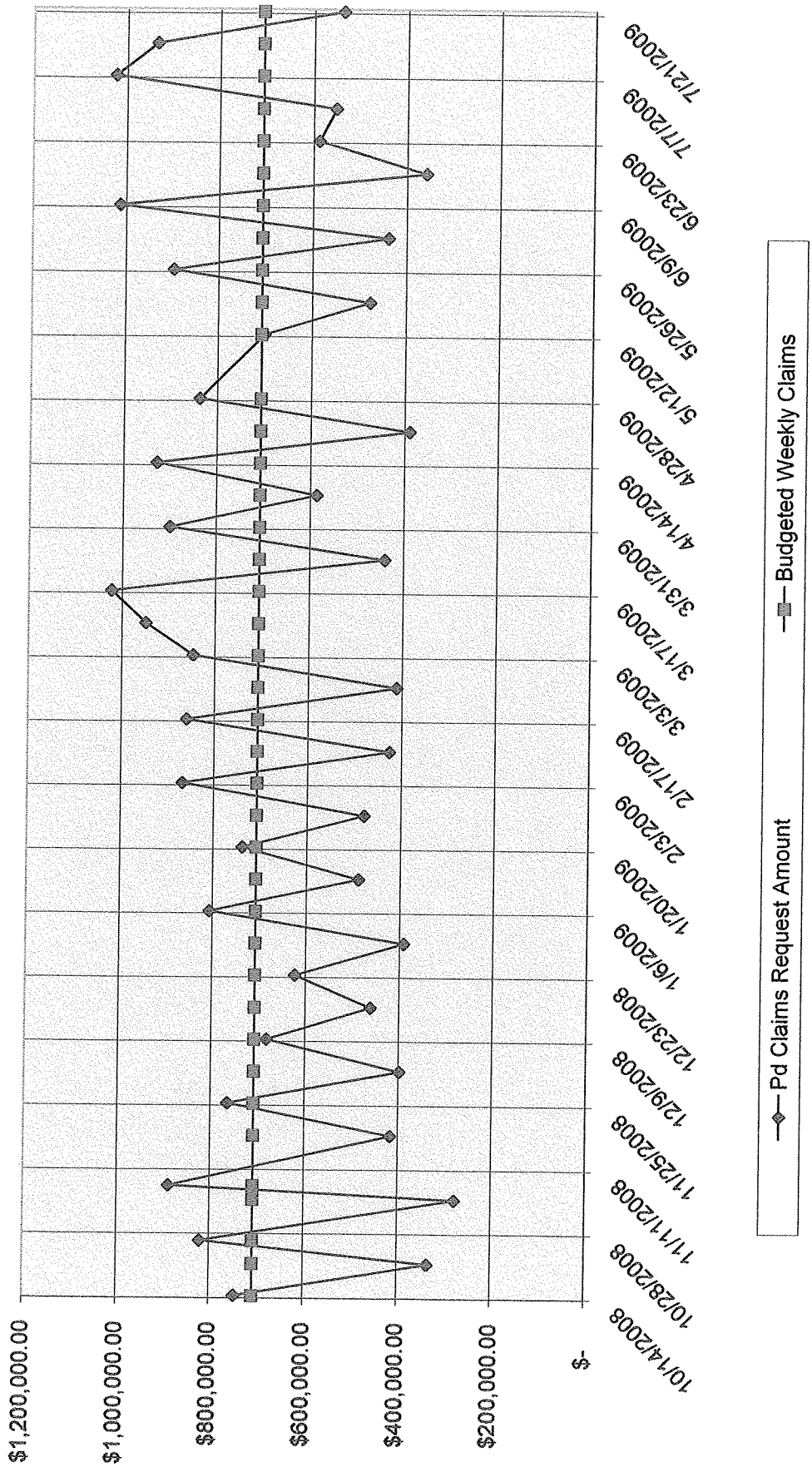
Dan Mansour, Risk Manager — Date 7-13-09

Cindy Purinton, Benefit Contract Administrator — Date 7-13-09

Norman McRee, Financial Analyst — Date 7/13/09

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

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



TRAVIS COUNTY EMPLOYEE BENEFIT PLAN
FY09 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT

updated-7-17-09 11:00am

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
7/3/09-7/9/09	7/21/2009	$ 537,585.76	$ 708,314.75	3	$ 157,067.61
	Paid and Budgeted Claims - to date	$ 26,317,704.26	$ 28,332,590.00		
	Amount Under Budget		$ (2,014,885.74)		

Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.

7/13/2009 FY09 budget vs claims-use this one CLP

updated-7-17-09 11:00am

From: <SIFSFAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 7/10/2009 7:55 AM
Subject: UHC BANKING REPTS/C

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2009-07-10 REQUEST AMOUNT: $1,472,935.27

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: 2009-07-09	$490,902.20
- REQUIRED BALANCE TO BE MAINTAINED:	$1,938,718.00
+ PRIOR DAY REQUEST:	$00.00
= UNDER DEPOSIT:	$1,447,815.80
+ CURRENT DAY NET CHARGE:	$25,119.47
+ FUNDING ADJUSTMENTS:	$00.00
REQUEST AMOUNT:	$1,472,935.27

ACTIVITY FOR WORK DAY: 2009-07-03

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$98,596.68	$03.04	$98,599.72
TOTAL:	$98,596.68	$03.04	$98,599.72

ACTIVITY FOR WORK DAY: 2009-07-06

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$99,530.19	$00.00	$99,530.19

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_07_09

updated-7-17-09 11:00am

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	10.86	RD	14142538	AE	8	7/8/2009	100	7/10/2009	7/9/2009
701254	632	9.66	RD	13679832	AH	1	7/8/2009	100	7/10/2009	7/9/2009
701254	632	9.66	RD	13679831	AH	1	7/8/2009	100	7/10/2009	7/9/2009
701254	632	9.33	RD	13933473	AI	11	7/8/2009	100	7/10/2009	7/9/2009
701254	632	7.23	RD	13941995	AH	6	7/8/2009	100	7/10/2009	7/9/2009
701254	632	5.77	RD	14142533	AA	1	7/8/2009	100	7/10/2009	7/9/2009
701254	632	5.3	RD	13487102	AA	7	7/8/2009	100	7/10/2009	7/9/2009
701254	632	4.06	RD	14142542	AH	1	7/8/2009	100	7/10/2009	7/9/2009
701254	632	3	RD	13942431	AH	1	7/8/2009	100	7/10/2009	7/9/2009
701254	632	2.14	RD	13487103	AH	6	7/8/2009	100	7/10/2009	7/9/2009
701254	632	1.8	UX	53097211	AI	11	6/30/2009	20	7/10/2009	7/9/2009
701254	632	1.79	UX	51618633	A	17	6/29/2009	20	7/10/2009	7/9/2009
701254	632	1.79	UX	51618632	A	17	6/29/2009	20	7/10/2009	7/9/2009
701254	632	1.72	UX	51618631	A	17	6/29/2009	20	7/10/2009	7/9/2009
701254	632	1.55	RD	13941997	AH	8	7/8/2009	100	7/10/2009	7/9/2009
701254	632	0.74	RD	13941993	AA	1	7/8/2009	100	7/10/2009	7/9/2009
701254	632	-576.03	Q7	91713401	AH	1	7/3/2009	50	7/10/2009	7/9/2009
701254	632	-822.82		13 3373201	A	11	7/8/2009	50	7/10/2009	7/9/2009
701254	632	-7476.72	NN	SSN0000(	AL	0	7/6/2009	600	7/10/2009	7/9/2009

537,585.76

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Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 07/09/2009

updated-7-17-09 11:00am

CONTR_#	*TRANS_AMT*	*SRS*	*CHK_#*	*GRP*	*CLAIM ACCT#*	*ISS_DATE*	*TRANS CODE*	*TRANS_DATE*

Total: $0.00

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 7/9/2009

TYPE	MEMBER TYPE	TRANS_AMT	
CEPO			
	EE		
	526-1145-522.45-28	**136,228.25**	
	RR		
	526-1145-522.45-29	**6,029.64**	
Total CEPO			$142,257.89
EPO			
	EE		
	526-1145-522.45-20	**79,561.67**	
	RR		
	526-1145-522.45-21	**32,540.05**	
Total EPO			$112,101.72
PPO			
	EE		
	526-1145-522.45-25	**266,447.04**	
	RR		
	526-1145-522.45-26	**16,779.11**	
Total PPO			$283,226.15
Grand Total			$537,585.76

updated-7-17-09 11:00am

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Travis County Commissioners Court Agenda Request

Voting Session 7/21/09 (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.

09 JUL 15 AM 11:05 RECEIVED COUNTY JUDGE'S OFFICE

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)

updated-7-17-09 11:00am

Human Resources Management Department

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

July 21, 2009

ITEM # :

DATE: July 10, 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 – 4.

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

NEW HIRES

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Constable 3	34	Court Clerk I	13 / Level 2 / $31,262.40	13 / Level 2 / $31,262.40
County Atty	196	Office Specialist	10 / Level 3 / $26,249.60	10 / Level 3 / $26,249.60
Criminal Courts	162	Counselor	15 / $37,814.00	15 / $37,814.00
Criminal Justice Planning	64	Legal Secretary	15 / Minimum / $33,764.43	15 / Minimum / $33,764.43
HHS	72	Caseworker	15 / Level 3 / $36,795.20	15 / Level 3 / $36,795.20
HHS	186	Planner	18 / Level 4 / $46,300.80	18 / Level 4 / $46,300.80
Sheriff	1544	Social Svcs Mgr	18 / Midpoint / $51,685.50	18 / Midpoint / $51,685.50
TNR	417	GIS Analyst	18 / $50,260.70	18 / $50,260.70

* Temporary to Regular ** Actual vs Authorized

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Comm Pct 4	20002	Office Specialist Sr	12 / $13.26	12 / $13.26	02
County Clerk	50055	Office Asst	8 / $10.45	8 / $10.45	05
TNR	50054	School Crossing Guard	11 / $13.00	11 / $13.00	05
TNR	50070	School Crossing Guard	11 / $13.00	11 / $13.00	05

**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS

Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title –Salary	Comments
TNR	Slot 20062 / Park Tech I / Grd 8 / $11.00	TNR	Slot 20111 / Park Tech II / Grd 10 / $12.00	Promotion temporary.

CAREER LADDERS – NON-POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
Criminal Courts	131	Counselor* / Grd 15	Counselor Sr / Grd 16	$39,927.24	$41,923.60	Career Ladder. Pay is between min and midpoint of pay grade.
Criminal Courts	171	Counselor* / Grd 15	Counselor Sr / Grd 16	$38,423.57	$40,344.75	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Court	98	Juvenile Probation Ofcr I* / Grd 14	Juvenile Probation Ofcr II / Grd 15	$33,452.72	$35,125.38	Career Ladder. Pay is between min and midpoint of pay grade.
TCCES	14	Chem Dependency Counselor* / Grd 15	Chem Dependency Counselor Sr / Grd 16	$39,103.83	$41,059.02	Career Ladder. Pay is between min and midpoint of pay grade.
TCCES	15	Chem Dependency Counselor* / Grd 15	Chem Dependency Counselor Sr / Grd 16	$39,103.83	$41,059.02	Career Ladder. Pay is between min and midpoint of pay grade.
TCCES	23	Chem Dependency Counselor* / Grd 15	Chem Dependency Counselor Sr / Grd 16	$39,103.83	$41,059.02	Career Ladder. Pay is between min and midpoint of pay grade.
*** Actual vs Authorized**						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	**Slot – Position Title – Grade – Salary**	**Dept. (To)**	**Slot – Position Title – Grade – Salary**	**Comments**
ITS	Slot 123 / Systems Engineer II / Grd 25 / $69,454.54	**ITS**	Slot 120 / Information Security Anlst III / Grd 25 / $70,733.00	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 477 / Juvenile Res Trt Ofcr I* / Grd 12 / $28,748.83	**Juvenile Court**	Slot 54 / Juvenile Probation Ofcr I* / Grd 14 / $31,623.71	Promotion. Pay is between min and midpoint of pay grade.
*** Actual vs Authorized**				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	**Slot – Position Title – Grade – Salary**	**Dept. (To)**	**Slot – Position Title – Grade – Salary**	**Comments**
Sheriff	Slot 1769 / Security Coord / Grd 12 / $30,888.00	**Sheriff**	Slot 1539 / Security Coord / Grd 12 / $30,888.00	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1785 / Corrections Officer / Grd 81 / $40,734.10	**Sheriff**	Slot 1785 / Corrections Officer / Grd 81 / $42,757.10	Error correction to Pers Amend 6/16/09. Correcting POPS Step 3 to Step 5. HRMD reviewed supporting documents.
*** Actual vs Authorized**				

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

updated-7-17-09 11:00am

updated-7-17-09 11:00am

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Travis County Commissioners Court Agenda Request

Voting Session 07/21/2009 (Date) Work Session (Date)

I. A. Request made by: Parking Committee Phone # 854-7682

B. Requested Text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING RECOMMENDATIONS FROM THE TRAVIS COUNTY PARKING COMMITTEE:

a. REQUIRE THE USE OF LOCATION CODES WITHIN INDIVIDUAL EMPLOYEE RECORDS IN H.T.E.

b. APPOINT A PERMANENT PARKING COMMITTEE WITH THE CHARGE TO INCLUDE REVISION OF THE CURRENT PARKING POLICY CHAPTER 11, DEVELOP AND ADMINISTER PARKING GRIEVANCE PROCESS AND IMPLEMENT THE RECOMMENDATIONS MADE IN THE PARKING COMMITTEE REPORT.

RECEIVED COUNTY JUDGE'S OFFICE JUL 13 PM 4:26

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

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

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

Yes No

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:

Chuck Watt, Emergency Services
Mary Laredo, ITS

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

updated-7-17-09 11:00am

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

Received 7/7/09 11:00am

July 10, 2009

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Parking Committee

THROUGH: Commissioner Sarah Eckhardt SE

SUBJECT: RECOMMENDATIONS FROM THE TRAVIS COUNTY PARKING COMMITTEE

Proposed Motion:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING RECOMMENDATIONS FROM THE TRAVIS COUNTY PARKING COMMITTEE:

A. REQUIRE THE USE OF LOCATION CODES WITHIN INDIVIDUAL EMPLOYEE RECORDS IN H.T.E.
B. APPOINT A PERMANENT PARKING COMMITTEE WITH THE CHARGE TO INCLUDE REVISION OF THE CURRENT PARKING POLICY CHAPTER 11, DEVELOP AND ADMINISTER PARKING GRIEVANCE PROCESS AND IMPLEMENT THE RECOMMENDATIONS MADE IN THE PARKING COMMITTEE REPORT.

Summary and Recommendation:

The Travis County Parking Committee presented its report to the Court during a Work Session on May 14, 2009. Included in that report were several recommendations for the Court to consider. Two of those recommendations are now presented during this voting session.

The Parking Committee makes the following recommendations:

A. Require the use of location codes within H.T.E. that identify where employees work.
B. Appoint a permanent parking committee with the charge to include revision of the current Parking Policy Chapter 11, develop and administer a parking grievance process, and implement the recommendations made in the Parking Committee Report.

Travis County has 57 departments either fully or partially housed in the Courthouse Complex. Approximately 2,700 employees work in these departments. Of these, 556 downtown employees are on the parking wait list.

There are 1,334 parking spaces in owned or leased garages and lots – 139 for county vehicles, 41 reserved for special use, 232 reserved for specified positions and 922 for employees. The difference between need and availability of spaces creates a 6 year wait for a county-assigned parking space.

Budgetary and Fiscal Impact:

These recommendations could be implemented with little additional expenditures.

A. The use of location codes will require upfront staff time within departments and ITS to implement but the staff time for maintenance will be minimal.
B. Members of the committee will serve on a volunteer-basis without discretionary funds. All expenditures regarding committee recommendations will be clearly explained when they are formally presented to Commissioners Court for approval.

Issues and Opportunities:

A. It is requested that departments be required to use location codes within H.T.E. that identify where employees work. The "check location code" field within the payroll module of H.T.E. would be used to designate a physical location for each employee. The codes would need to be loaded by ITS and then each department's payroll liaison would populate the field for their employees. As employees change their primary work location, the payroll liaison would keep the information updated in the system.

   Emergency Services notes it would be useful during emergency situations and would allow easier development of evacuation rosters and dispersement of trained lay rescuers if location codes were used. Additionally, this would assist the Parking Administrator in the assignment of parking, and give the County accurate employee counts by location.

B. On March 27, 2007, Commissioners Court created the Parking Committee and charged it to:
   - Study the downtown parking situation and make recommendations to improve it
   - Research the alternatives to Single Occupancy Vehicles
   - Recommend changes to the County's parking policy
   - Answer the questions asked by the Commissioners

   The committee presented its findings during a Work Session on May 14, 2009. To continue the progress made, the Parking Committee should move from its investigative charge to a more active role. This committee would be responsible for completing policy revisions, auditing the parking wait and assignment lists against the new policy, making recommendations to the Court and hearing grievances if necessary.

   The new committee should have 7 members with at least a half coming from the existing committee for continuity of effort. A suggested definition of the new Parking Committee was included in the draft revisions of the parking policy and is attached for the Court's reference.

   Attachments

DRAFT

PARKING POLICY REVISION

§ 11.010 Parking Committee

(a) **Purpose**. The Parking Committee shall have as its primary purpose the final resolution, in an expeditious and fair manner, of conflicts and disputes related to County-provided parking spaces and/or arising out of this Parking Policy.

(b) **Responsibilities**. The Parking Committee shall:

(1) **Assist.** Assist the Parking Administrator in overseeing the implementation, management and enforcement of this Parking Policy.

(2) **Evaluate.** At least once annually, assess and evaluate the quality of the Parking Administrator's performance of his/her obligations as set forth in this Parking Policy.

(3) **Research.** Continue to research and monitor alternative transportation modes that are or may become available to County employees and to present such alternatives to the Commissioners Court at least once every two years.

(4) **Audit.** At least once annually, perform a comprehensive audit (including a written report and any other appropriate documentation) evaluating the extent to which the purposes of this Parking Policy as described in § 11.001 have been achieved.

(5) **Recommend.** On an as-needed basis, recommend modifications to this Parking Policy and/or adoption of supplementary County transportation policies.

(c) **Complaints.** The Parking Committee shall also receive, maintain and act on complaints and appeals received from County employees relating to Parking Policy matters, including without limitation those matters described in § 11.011.

(d) **Composition and Selection.**

(1) **Membership.** The Parking Committee shall consist of seven (7) members, all of whom shall be full-time County employees. At least two (2) members of the committee should be on the Waitlist and at least two (2) members should use alternate methods of transportation regularly. For each grievance, at least three (3) members will be selected to serve.

(2) **Excluded.** The following positions or departments are excluded from membership eligibility:

(A) Elected or Appointed officials;

(B) immediate staff of the Commissioners Court;

(C) the Parking Administrator; and

(D) immediate staff to the Executive Manager who supervises the Parking Administrator.

(3) **Selection.** Parking Committee members shall be selected by Commissioners Court.

(4) **Term.** Parking Committee members shall commit to serve a two-year term.

>>> On 7/7/09 at 2:15 PM, <WATTC@co.travis.tx.us> wrote:
Keeping a location code for employees in HTE would be helpful for identifying employee locations in certain emergency situations. A code that identified the building that the employee normally works in could help to develop evacuation rosters for employee accountability in a building evacuation or disaster. It would also be helpful to determine dispersement of trained lay rescuers within the County.

Chuck Watt
Occupational Health and Safety Engineer

updated-7-17-09 11:00am

21

Travis County Commissioners Court Agenda Request

Voting Session: July 21, 2009 Working Session: July 21, 2009

A. **Request made by:** County Attorney's Office

Gary Duncan Martin, Phone 854-9513

Gary Duncan Martin

Signature of Assistant County Attorney

B. **Requested Text:**

Receive briefing from the county attorney and discuss settlement of the following three eminent domain cases from the Cameron Road Extension & Bridge Project:

- Travis County vs. Kings Gate L.P.,
- Travis County vs. North Gate L.P., and
- Travis County vs. Bishops Field L.P.,

and take appropriate action.

(In executive session, pursuant to TEX. GOV'T. CODE ANN. SECTION 551.071 AND 551.072.)

C. Approved by: _____

Signature of Commissioner(s) or County Judge

- Backup memoranda and exhibits are attached and submitted with this Agenda Request (Original and eight copies)
- List of all agencies/officials that are affected or involved with this request:

Joseph Geiselman, Executive Manager TNR	854-9383
Steven Manilla, TNR	854-9383
Gregory Chico, TNR Land Acquisitions	854-9383
Christopher Gilmore, Assistant County Attorney	854-9513
Gary Duncan Martin, Assistant County Attorney	854-9513

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COUNTY JUDGE'S OFFICE
09 JUL 14 AM 8:25

134553-2
163.1738

updated-7-17-09 11:00am

22

EXECUTIVE SESSION

Travis County Commissioners Court Agenda Request

Voting Session 7 / 21 / 09 (Date) Work Session _____ (Date)

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

B. Requested Text:

Consider and take appropriate action on an offer to sell approximately 90 acres of undeveloped land in Precinct Four, located east of U.S. 183 and Onion Creek, for inclusion in the Onion Creek Open Space Parkland – 2005 Bond Program. (Executive Session 1 & 2)

C. Approved by: Margaret J. Gómez by
Commissioner Margaret Gómez, Precinct 4

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

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

Joseph P. Gieselman, TNR	854-9383	Greg Chico, TNR	854-4659
Steve Manilla, P.E., TNR	854-9429	Lisa Dean, TNR	854-7616
Charles Bergh, TNR	854-9317	Donna Williams-Jones, TNR	854-9383
Robert Armistead, TNR	854-9831	John Hille, Asst. CA	854-9513
Wendy Scaperotta, TNR	854-7655	Chris Gilmore, Asst. CA	854-9455

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

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COUNTY JUDGE'S OFFICE
09 JUL 14 AM 9:07

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 Monday for the following week's meeting. Late or incomplete requests will be deferred.

c:\alldocs\agenreq156.doc

updated-7-17-09 11:00am

23

Travis County Commissioners Court Agenda Request

Voting Session 07/21/09 (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 charges for Star Flight services rendered to Crystal Stephens (Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

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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.

updated-7-17-09 Travis

Travis County Commissioners Court Agenda Request

24

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUL 16 AM 9:33

Voting Session 07/21/09 (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 Rocellus Slaughter 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

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.

updated-7-17-09 11:00am

Item # 25

Travis County Commissioners Court Agenda Request

Meeting Date: July 21, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Language:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO FILE A CHALLENGE TO COMMERCIAL APPRAISALS PERFORMED BY TRAVIS CENTRAL APPRAISAL DISTRICT OR REQUEST A PERFORMANCE AUDIT OF THE DISTRICT. [1] (EXECUTIVE SESSION)

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

JOHN HILLEE – ASSISTANT CO ATTORNEY	

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)

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09 JUL 16 PM 3:53

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

updated-7-17-09 11:00am

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

26

Voting Session: July 21, 2009

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING POSSIBLE SALE OF COUNTY-OWNED LAND OFF FM 969 IN EAST AUSTIN. (EXEC SESSION GOV'T CODE ANN 551.071 & 551.072)

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

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

John Hille, Jr., Assistant County Attorney, (49415)
Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department (44579)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

__X__ Contract, Agreement, Policy & Procedure

updated-7-17-09 11:00am

C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, July 21, 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 30, 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.

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MINUTES OF MEETING JUNE 30, 2009

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 30th day of June 2009, the Commissioners' Court convened the Voting Session at 9:13 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 12:06 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:40 PM and adjourned at 1:57 PM.

The Commissioners Court, meeting as the Capital Industrial Development Corporation; and the Travis County Cultural Education Facilities Finance Corporation, convened at 1:57 PM and adjourned at 1:58 PM.

The Commissioners Court reconvened the Voting Session at 1:58 PM.

The Commissioners Court retired to Executive Session at 1:59 PM.

The Commissioners Court reconvened the Voting Session at 3:53 PM.

The Commissioners Court adjourned the Voting Session at 3:57 PM.

COURT CLERK
09 JUL -8 PM 1:36

PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING A PROPOSED STREET NAME ASSIGNMENT FOR A PRIVATE EASEMENT TO BE KNOWN AS "BOUNTIFUL PLACE" OFF NOACK HILL ROAD NEAR STATE HIGHWAY 71 WEST. (COMMISSIONER HUBER) (ACTION ITEM #5) (9:14 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 5 for a summary of the action item.

Motion by Commissioner Gómez **and seconded by** Judge Biscoe 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); and Ronnie Gjemre, Travis County Resident.

Motion by Commissioner Gómez **and seconded by** Commissioner Huber 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

2. RECEIVE COMMENTS REGARDING A REQUEST TO TEMPORARILY CLOSE IMPERIAL DRIVE NORTH AND COLFAX DRIVE IN PRECINCT ONE FOR DRAINAGE IMPROVEMENTS BEGINNING ON OR ABOUT JULY 13, 2009 AND CONTINUING THROUGH APRIL 9, 2010 OR UNTIL CONSTRUCTION IS COMPLETED. (COMMISSIONER DAVIS) (ACTION ITEM #6) (9:16 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 6 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, TNR; and Kenneth Koym, Imperial Valley Homeowners Association.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to close the public hearing.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

3. RECEIVE COMMENTS FROM RESIDENTS REGARDING THE PROPOSED USAGE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE PROGRAM YEAR 2009 ACTION PLAN. (9:26 AM)

Clerk's Note: This Item is a public hearing to receive comments.

Motion by Commissioner Gómez **and seconded by** Judge Biscoe 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: Mariana Salazar, Planner, Travis County Health and Human Services (TCHHS); Christy Moffett, Social Services Manager, TCHHS; Gus Peña, Travis County Resident; Ronnie Gjemre, Travis County Resident; and Kenneth Koym, Travis County Resident.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to close the public hearing.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident; Ronnie Gjemre, Travis County Resident; Maurice Priest, Travis County Resident; and Dr. Phil Huang, Medical Director, Austin-Travis County Health and Human Services (A-TCHHS). (9:44 AM)

CONSENT ITEMS

Members of the Court heard from: Ronnie Gjemre, Travis County Resident.

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to approve the following Consent Items: C1-C6 and Items 5, 6, 7, 10, 11.A&B, 14, 15, 17, 18.A&B, 21, 22, 23, 24, 25, 26, 27, and 28. (9:58 AM)

Motion carried:		
	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.

C2. APPROVE SETTING A PUBLIC HEARING ON JULY 21, 2009 TO RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 10 AND 11, BLOCK B OF APACHE SHORES, SECTION SEVEN SUBDIVISION. (COMMISSIONER HUBER)

C3. APPROVE SETTING A PUBLIC HEARING ON AUGUST 4, 2009 TO RECEIVE COMMENTS REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: REVISED PLAT OF LOTS 53 THROUGH 56 AND 103, BLOCK A, AND LOTS 5 THROUGH 9, 13 AND 14, BLOCK C, THE RESERVE AT LAKE TRAVIS SUBDIVISION (15 TOTAL LOTS). (COMMISSIONER HUBER)

C4. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF JUNE 16, 2009.

C5. APPROVE REAPPOINTMENT OF GREG JOHNSTON AND LILLIAN AARON TO THE EMERGENCY SERVICES DISTRICT BOARD NO. 1, EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2010. (COMMISSIONER HUBER)

C6. APPROVE REAPPOINTMENT OF ART MAPLE TO THE EMERGENCY SERVICES DISTRICT BOARD NO. 4, EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2010. (COMMISSIONER HUBER)

SPECIAL ITEMS

4. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING: (10:01 AM)

   A. PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY; AND

   B. THE NEED TO ADDRESS PROBLEMS CAUSED BY SEVERE HEAT ON VULNERABLE RESIDENTS SUCH AS SENIORS AND HOMELESS PERSONS.

Clerk's Note: Items 4.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Hershel Lee, Fire Marshal; Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services; Gus Peña, Travis County Resident; Dr. Phil Huang, Medical Director, A-TCHHS; Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); and Olie Pope, Director, Veterans' Services, TCHHS.

Discussion only. No formal action taken.

Item 4.A to be reposted July 7, 2009.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

5. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PROPOSED STREET NAME ASSIGNMENT FOR A PRIVATE EASEMENT TO BE KNOWN AS "BOUNTIFUL PLACE" OFF NOACK HILL ROAD NEAR STATE HIGHWAY 71 WEST. (COMMISSIONER HUBER) (9:58 AM)

Clerk's Note: Item 5 is the action item for the public hearing on Agenda Item 1.

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO TEMPORARILY CLOSE IMPERIAL DRIVE NORTH AND COLFAX DRIVE IN PRECINCT ONE FOR DRAINAGE IMPROVEMENTS BEGINNING ON OR ABOUT JULY 13, 2009 AND CONTINUING THROUGH APRIL 9, 2010 OR UNTIL CONSTRUCTION IS COMPLETED. (COMMISSIONER DAVIS) (9:58 AM)

Clerk's Note: Item 6 is the action item for the public hearing on Agenda Item 2.

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT WITH LAKE SHORE RANCH PROPERTY OWNERS ASSOCIATION, INC. FOR TWO ENTRANCE WING WALLS IN THE RIGHT OF WAY OF AUSTIN BOULEVARD, IN PRECINCT THREE. (COMMISSIONER HUBER) (9:58 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO TERMINATE THE LICENSE AGREEMENT WITH BARTON CREEK RESORT AND CLUBS, INC. AND THE RELEASE OF ESCROW, IN PRECINCT THREE. (COMMISSIONER HUBER) (10:26 AM)

Members of the Court heard from: Ronnie Gjemre, Travis County Resident; and Steve Manilla, Director, Public Works, TNR.

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	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

HEALTH AND HUMAN SERVICES DEPT. ITEMS

9. CONSIDER AND TAKE APPROPRIATE ACTION ON THE DEVELOPMENT OF A JOINT CITY OF AUSTIN/TRAVIS COUNTY HOUSING COMMITTEE. (10:27 AM)

Members of the Court heard from: Sherri Fleming, Executive Manager, TCHHS&VS; Christy Moffett, Social Services Manager, TCHHS; Harvey Davis, Manager, Travis County Corporations; Chris Fanuel, Executive Assistant, Commissioner Precinct 1 Office; and Gus Peña, Travis County Resident.

Discussion only. No formal action taken.

Item 9 to be reposted July 14, 2009.

PLANNING AND BUDGET DEPT. ITEMS

10. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:58 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (9:58 AM)

A. GRANT APPLICATION TO THE OFFICE OF GOVERNOR, CRIMINAL JUSTICE DIVISION TO CONTINUE THE RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM TO PROVIDE RESIDENTIAL SERVICES TO JUVENILES WITH CO-OCCURRING DISORDERS; AND

B. PERMISSION TO CONTINUE AMERICORPS GRANT PROGRAM THROUGH THE HEALTH AND HUMAN SERVICES DEPARTMENT UNTIL THE FISCAL YEAR 2010 GRANT CONTRACT IS EXECUTED.

Clerk's Note: Items 11.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE SIGNATURE AUTHORITY IN TRAVIS COUNTY'S LOCAL GOVERNMENT INVESTMENT POOLS FOR CASH/INVESTMENT MANAGEMENT'S SENIOR FINANCIAL ANALYST. (11:55 AM)

Members of the Court heard from: Mary Mayes, Investment Manager, Cash/Investment Management.

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to approve Item 12.

A Friendly Amendment to the previous Motion was offered by Judge Biscoe that part of the Motion is to have the County Judge sign on behalf of the Commissioners Court.

Acceptance of the Friendly Amendment was made by Commissioner Gómez and Commissioner Huber.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

13. CONSIDER AND TAKE APPROPRIATE ACTION ON FISCAL YEAR 2010 DEPARTMENTAL BUDGET HEARINGS AND MARKUP SCHEDULES. (11:32 AM)

Clerk's Note: The Court discussed the following recommendations:

- That there be no Budget Hearings for the FY '10 budget
- That Budget mark up be set for September 9 and 10, 2009;
- That the following language be added: "Departments with critical budget issues may request a discussion with the Court during a Work Session or Voting Session prior to September 9, 2009, and the Court may grant such a request. These critical budget requests are to go through Planning and Budget Office (PBO) first so they can identify the critical status of each request."

Members of the Court heard from: Leroy Nellis, Budget Manager, Planning and Budget Office (PBO); Sherri Fleming, Executive Manager, TCHHS&VS; Susan Spataro, Travis County Auditor; and Gus Peña, Travis County Resident.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve Item 13.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: By approving Item 13 the Court agreed to add the suggested language to the Budget Rules for FY '10.

ADMINISTRATIVE OPERATIONS ITEMS

14. REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTH CARE FOR CLAIMS PAID FOR PARTICIPANTS IN THE TRAVIS COUNTY EMPLOYEE HEALTH CARE FUND FOR PAYMENT OF $552,669.33 FOR THE PERIOD OF JUNE 12 TO 18, 2009. (9:58 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:58 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PROPOSAL FOR VETERANS AND PEACE OFFICERS MEMORIALS AT WOODMANSEE PLAZA. (10:57 AM)

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; Olie Pope, Director, Veterans' Services, TCHHS; Greg Hamilton, Travis County Sheriff; and David Jaso, Executive Member, The Veterans and Peace Officers Memorial Committee.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 16.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

17. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM ADMINISTRATIVE OPERATIONS TO ESTABLISH A NOTARY CHANGE FUND AT THE HEMAN MARION SWEATT TRAVIS COUNTY COURTHOUSE INFORMATION BOOTH. (9:58 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.

Clerk's Note: The Court noted that the Information Booth notary change fund will be in the amount of $50.00.

18. A. CONSIDER AND TAKE APPROPRIATE ACTION ON EMPLOYEE REFUNDS UNDER TUITION REIMBURSEMENT POLICY 10.021; AND

B. AUTHORIZE THE COUNTY AUDITOR AND TREASURER TO REIMBURSE CERTAIN EMPLOYEES. (9:58 AM)

Clerk's Note: Items 18.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING POSSIBLE USES OF COUNTY-OWNED PROPERTY LOCATED AT 5335 AIRPORT BOULEVARD: (11:08 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;

D. OTHER REQUESTS INFORMALLY REQUESTED BUT NOT DISCUSSED; AND

E. OVERALL STRATEGY FOR DEVELOPMENT OF THIS PROPERTY, ESPECIALLY ROUGH SCHEDULE.

Clerk's Note: Items 19.A-E are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Sherri Fleming, Executive Manager, TCHHS&VS; Judith Cárdenas, Outreach Coordinator, Manos De Cristos; Roger El Khoury, Director, Facilities Management; Greg Hamilton, Travis County Sheriff; Alicia Perez, Executive Manager, Administrative Operations; Leroy Nellis, Budget Manager, PBO; and Tenley Aldredge, Assistant County Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to grant the request (in Item 19.A), indicate the County's intention to apply our standard insurance provision and seek reimbursement of utilities; and indicate that the County will eat the other costs.

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

Items 19.B-E Discussion only. No formal action taken.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON THE INFORMATION AND TELECOMMUNICATIONS SYSTEM CAREER LADDER ANALYSIS AND RECOMMENDATIONS COMPLETED BY EVERGREEN SOLUTIONS, LLC. (9:13 AM)

Item 20 postponed until July 7, 2009.

JUSTICE AND PUBLIC SAFETY ITEMS

21. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE ON THE INTERNSHIP AGREEMENT BETWEEN TEXAS STATE UNIVERSITY AND TRAVIS COUNTY. (9:58 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

22. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR PAYMENT OF TRAVEL COSTS FROM THE FEDERAL SAFE HAVENS GRANT FOR A SAFEPLACE EMPLOYEE TO ATTEND TWO SAFE HAVENS TRAINING CLASSES. (9:58 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

23. APPROVE CONTRACT AWARD FOR CONSTRUCTION SERVICES FOR THE FISCAL YEAR 2009 HMAC OVERLAY PROGRAM, IFB NO. B090209-LP, TO THE LOW BIDDER, WHEELER COATINGS ASPHALT, LP. (9:58 AM)

Clerk's Note: Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

24. APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL CORRECTIONAL INSTITUTION IN BASTROP, TEXAS AND THE TRAVIS COUNTY SHERIFF'S OFFICE. (9:58 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

25. APPROVE MODIFICATION NO. 5 TO INTERLOCAL NO. IL060254RE, STUDY OF HUMAN RESOURCES, WITH THE UNIVERSITY OF TEXAS AT AUSTIN. (9:58 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

26. APPROVE CONTRACT FOR ANNUAL INDEPENDENT EXTERNAL AUDIT SERVICES TO LOCKART, ATCHLEY & ASSOCIATES, LLP. (9:58 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. APPROVE CONTRACT NO. PS090280RE, LITERACY COALITION OF CENTRAL TEXAS, FOR LITERACY SERVICES. (9:58 AM)

Clerk's Note: Item 27 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

28. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:58 AM)

Clerk's Note: Item 28 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

29. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING ADDITION OF 2009 MAGNUM FLAT BED TRAILER TO THE TRAVIS COUNTY VEHICLE FLEET FOR PROGRAMS, GROUNDS AND MAINTENANCE USE WITHIN THE CORRECTIONS BUREAU. (11:29 AM)

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent.

Discussion only. No formal action taken.

30. RECEIVE AND DISCUSS AS NECESSARY THE SECOND REVENUE ESTIMATE FOR THE FISCAL YEAR 2010 BUDGET PROCESS. (11:03 AM)

Members of the Court heard from: Susan Spataro, Travis County Auditor; and Blain Keith, Chief Assistant County Auditor, Travis County Auditor's Office.

Discussion only. No formal action taken.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney
Note 2 Gov't Code Ann 551.072, Real Property
Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

31. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PROPOSAL FOR DOWNTOWN OFFICE BUILDING BY D2000, A TURN KEY DEVELOPMENT COMPANY. [1 AND 2] (9:13 AM)

Clerk's Note: Judge Biscoe announced that Item 31 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 31 postponed until July 7, 2009.

32. 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. [1] (1:59 PM) (3:53 PM)

Clerk's Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt to approve the proposed contract.

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

33. CONSIDER AND TAKE APPROPRIATE ACTION ON AN OFFER TO SELL APPROXIMATELY 90 ACRES OF UNDEVELOPED LAND IN PRECINCT FOUR, LOCATED EAST OF U.S. 183 AND ONION CREEK, FOR INCLUSION IN THE ONION CREEK OPEN SPACE PARKLAND 2005 BOND PROGRAM. (COMMISSIONER GÓMEZ) [1 AND 2] (1:59 PM) (3:53 PM)

Clerk's Note: Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Commissioner Gómez **and seconded by** Judge Biscoe that we counter with $648,000.00, and the source of funding is the 2005 Bond Program.

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

34. CONSIDER AND TAKE APPROPRIATE ACTION ON AN OFFER TO SELL APPROXIMATELY 12.3 ACRES OF UNDEVELOPED LAND LOCATED NORTH OF R.M. 2222 AND WEST OF LOOP 360 IN PRECINCT THREE FOR ADDITION TO THE BALCONES CANYONLANDS PRESERVE. (COMMISSIONER HUBER) [1 AND 2] (1:59 PM) (3:54 PM)

Clerk's Note: Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Commissioner Huber **and seconded by** Commissioner Eckhardt that we accept the offer to sell us this land for $33,000.00.

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

35. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND OUTSIDE COUNSEL, RENEA HICKS, ESQ. AND TAKE APPROPRIATE ACTION REGARDING THE MATTER OF NORTHWEST AUSTIN M.U.D. V. HOLDER IN THE SUPREME COURT OF THE UNITED STATES. [1] (1:59 PM) (3:54 PM)

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.

No action required on Item 35.

Item 35 to be reposted if needed.

36. CONSIDER AND TAKE APPROPRIATE ACTION ON AN OFFER FROM THE CITY OF AUSTIN - AUSTIN ENERGY TO PURCHASE EASEMENT RIGHTS OVER AN APPROXIMATELY 7.46 ACRE TRACT OF LAND FOR INSTALLATION OF ELECTRICAL TRANSMISSION LINES ACROSS NORTHEAST METRO PARK IN PRECINCT TWO. (COMMISSIONER ECKHARDT) 1 AND 2 (1:59 PM) (3:55 PM)

Clerk's Note: Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Gómez that we offer sale of the easement for $504,330.00, with the condition of aligning the poles with the existing poles.

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

37. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE ALONG AIRPORT BOULEVARD. 1 AND 2 (1:59 PM) (3:56 PM)

Clerk's Note: Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

No action necessary on Item 37.

Item 37 to be reposted when ready.

38. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING SECOND AMENDMENT TO PURCHASE CONTRACT WITH GRASON VOLENTE INVESTMENTS, LTD. FOR BALCONES CANYONLANDS PRESERVE. [1 AND 2] (1:59 PM) (3:56 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 and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe **and seconded by** Commissioner Huber that we approve the second amendment.

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

39. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING SHUMAKER ENTERPRISES, INC VS. COUNTY OF TRAVIS, TEXAS ET AL. [1] (1:59 PM) (3:56 PM)

Clerk's Note: Judge Biscoe announced that Item 39 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: Sherine Thomas, Assistant County Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Huber that we reject that offer.

Withdrawal of the previous Motion and Second was made by Judge Biscoe **and** Commissioner Huber.

No action required on Item 39.

ADDED ITEM

A1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO REVISE FUEL PUMPING HOURS FOR COUNTY VEHICLES ON OZONE WATCH OR ACTION DAYS. (11:57 AM)

Clerk's Note: The Court discussed the following Staff recommendation:

- When there are consecutive Ozone Watch days the second and consequent days will have a fueling restriction of 8:00 AM to 4:00 PM to allow Staff to re-fuel without the need of overtime; and,
- In an Emergency situation grant Joe Gieselman, Executive Manager, TNR the ability to open a pump to serve that specific situation.

Members of the Court heard from: Phyllis Clair, Major, Law Enforcement Bureau, TCSO; Steve Manilla, Director, Public Works, TNR; and Adele Noel, Air Quality Project Manager, TNR.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt to approve the revisions in Item 2.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

A2. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION TO ACCEPT, REJECT OR COUNTER SETTLEMENT OFFER IN PEGGY MANION V. COUNTY OF TRAVIS, BY AND THROUGH GREG HAMILTON, AS SHERIFF OF TRAVIS COUNTY. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (1:59 PM) (3:57 PM)

Clerk's Note: Judge Biscoe announced that Item A2 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 Huber that we reject the offer to settle.

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

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to adjourn the Voting Session. (3:57 PM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

_____

Date of Approval

_____

Samuel T. Biscoe, Travis County Judge

updated-7-17-09 11:00am

C3

Travis County Commissioners Court Agenda Request

Voting Session **Tuesday, July 21, 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 July 7, 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.

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUL 10 PM 1:27

updated-7-17-09 11:00am

MINUTES OF MEETING JULY 7, 2009

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 7th day of July 2009, the Commissioners' Court convened the Voting Session at 9:10 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court retired to Executive Session at 10:50 AM.

The Commissioners Court reconvened the Voting Session at 12:08 PM.

The Commissioners Court recessed the Voting Session at 12:08 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation; the Travis County Health Facilities Development Corporation; the Capital Industrial Development Corporation; the Capital Health Facilities Development Corporation; the Travis County Development Authority; and the Travis County Cultural Education Facilities Finance Corporation, convened at 1:41 PM and adjourned at 1:42 PM.

The Commissioners Court reconvened the Voting Session at 1:42 PM.

The Commissioners Court retired to Executive Session at 1:43 PM.

The Commissioners Court reconvened the Voting Session at 5:00 PM.

The Commissioners Court adjourned the Voting Session at 5:02 PM.

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUL 10 PM 1:27

PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A 25-FOOT BY 194.01 FOOT (0.11 ACRE) DRAINAGE EASEMENT AS RECORDED IN VOLUME 12390, PAGE 558 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS LOCATED ACROSS A PORTION OF LOT 5, BLOCK A, PALEFACE RANCH SUBDIVISION, SECTION 2B AS RECORDED IN BOOK 95, PAGE 86 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. (COMMISSIONER HUBER) (ACTION ITEM #4) (9:11 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 4 for a summary of the action item.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to open the public hearing.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	absent
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, Transportation and Natural Resources (TNR).

Motion by Commissioner Gómez **and seconded by** Commissioner Huber 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

2. RECEIVE COMMENTS REGARDING THE PROPOSED NEIGHBORHOOD STABILIZATION PROGRAM 2 APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT BY THE TRAVIS COUNTY HOUSING FINANCE CORPORATION. (ACTION ITEM #27) (9:13 AM)

Clerk's Note: This Item is a public hearing to receive comments.

Motion by Commissioner Gómez **and seconded by** Commissioner Huber 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: Harvey Davis, Manager, Travis County Corporations.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis 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 County Judge noted that Item 27 is not related to the Public Hearing in Item 2.

CITIZENS COMMUNICATION

Members of the Court heard from: Ronnie Gjemre, Travis County Resident; Gus Peña, Travis County Resident; Maurice Priest, Travis County Resident; Linda Moore Smith, Director, Human Resources Management Department (HRMD); Todd Osburn, Compensation Manager, HRMD; and Scott Johnson, Travis County Resident. (9:15 AM)

CONSENT ITEMS

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Item: C1 and Items 4, 5, 6, 7.A&B, 8, 9, 10, 11, 12, 14, 15, 16.A&B, 17, 18, 20, 22, 23, 24, 25, 26, and 27. (9:31 AM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.

SPECIAL ITEM

3. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:35 AM)

Members of the Court heard from: Hershel Lee, Fire Marshal; and Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services.

Discussion only. No formal action taken.

Item 3 to be reposted on July 14, 2009.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

4. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A 25-FOOT BY 194.01 FOOT (0.11 ACRE) DRAINAGE EASEMENT AS RECORDED IN VOLUME 12390, PAGE 558 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS LOCATED ACROSS A PORTION OF LOT 5, BLOCK A, PALEFACE RANCH SUBDIVISION, SECTION 2B AS RECORDED IN BOOK 95, PAGE 86 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. (COMMISSIONER HUBER) (9:31 AM)

Clerk's Note: Item 4 is the action item for the public hearing on Agenda Item 1.

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. CONSIDER AND TAKE APPROPRIATE ACTION ON A PRELIMINARY PLAN AND PHASING AGREEMENT WITH BLACKSTONE VINEYARD DEVELOPMENT, LLC FOR BLACKSTONE VINEYARD SUBDIVISION. (COMMISSIONER HUBER) (9:31 AM)

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST TO PURCHASE A 2009 KUBATA TRACTOR L3400 AND ADD IT TO THE TRAVIS COUNTY FLEET TO SUPPORT A REVISED CAPITAL AREA COUNCIL OF GOVERNMENTS GRANT PROJECT FOR FOOD WASTE COMPOSTING AT THE DEL VALLE CORRECTIONAL FACILITY. (9:31 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The Court congratulated TNR and the Travis County Sheriff's Office (TCSO) for working together to make this happen.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING: (9:31 AM)

   A. ACCEPTANCE OF DEDICATION OF IMPROVED STREET AND DRAINAGE FACILITIES FOR QUINLAN PARK ROAD FROM THE SOUTHERN BOUNDARY OF STEINER RANCH, PHASE 1, SECTION 9 TO QUINLAN PARK ROAD'S INTERSECTION WITH SELMA HUGHES PARK ROAD, PHASE 4B, STEINER RANCH MASTER PHASING AGREEMENT; AND

   B. THIRD AMENDMENT TO LICENSE AGREEMENT BETWEEN TRAVIS COUNTY AND THE STEINER RANCH MASTER ASSOCIATION, INC. FOR PHASE 4B LANDSCAPE IMPROVEMENTS. (COMMISSIONER HUBER)

Clerk's Note: Items 7.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING A PROPOSED EXTENSION OF THE CURRENT FEE SCHEDULE FOR PARTICIPATION UNDER THE BALCONES CANYONLANDS CONSERVATION PLAN - SHARED VISION UNTIL SEPTEMBER 30, 2009. (COMMISSIONER HUBER) (9:31 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. CONSIDER AND TAKE APPROPRIATE ACTION ON A CASH SECURITY AGREEMENT WITH STREETMAN HOMES FOR SIDEWALK FISCAL FOR WEST CYPRESS HILLS, SECTION 2, LOT 26 AND 16, BLOCK 1, LOT 7, BLOCK 7, AND SECTION 3A, LOT 19, BLOCK B. (COMMISSIONER HUBER) (9:31 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. NOTIFY COURT OF SATISFACTORY CONSTRUCTION OF THE PRIVATE STREETS AND DRIVES FOR SPANISH OAKS, GOLF VILLAS SUBDIVISION AND SPANISH OAKS, PRESERVE CONDOMINIUMS AND LODGE. (COMMISSIONER HUBER) (9:31 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO USE ALTERNATIVE FISCAL AND A CASH SECURITY AGREEMENT FOR THE COVES AT SKY RANCH, SECTION ONE. (COMMISSIONER HUBER) (9:31 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. CONSIDER AND TAKE APPROPRIATE ACTION ON A PRELIMINARY PLAN AND A PHASING AGREEMENT WITH H.M. PFLUGER, LTD. FOR THE ENTRADA SUBDIVISION. (COMMISSIONER ECKHARDT) (9:31 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.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

13. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUEST FROM HEALTH AND HUMAN SERVICES AND VETERANS SERVICE DEPARTMENT TO IMPLEMENT AN ANTICIPATED FEDERALLY FUNDED WEATHERIZATION PROGRAM. (9:11 AM)

Item 13 postponed until July 14, 2009.

14. CONSIDER AND TAKE APPROPRIATE ACTION TO REAPPOINT SANDRA BRILEY, PHD, TO THE AUSTIN EARLY CHILDHOOD COUNCIL, EFFECTIVE JULY 31, 2009 THROUGH DECEMBER 31, 2012. (9:31 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge requested that Staff report back to the Court on progress at the beginning of Fiscal Year 2010.

PLANNING AND BUDGET DEPT. ITEMS

15. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:31 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (9:31 AM)

    A. NEW GRANT CONTRACT WITH THE EMERGENCY FOOD AND SHELTER LOCAL BOARD FOR HEALTH AND HUMAN SERVICES TO RECEIVE AMERICAN RECOVERY AND REINVESTMENT GRANT RESOURCES TO PROVIDE EMERGENCY UTILITY ASSISTANCE TO QUALIFIED TRAVIS COUNTY RESIDENTS; AND

    B. CONTRACT AMENDMENT FOR THE AMERICORPS GRANT PROGRAM IN THE HEALTH AND HUMAN SERVICES DEPARTMENT TO ADJUST AWARD BASED ON ACTUAL MEMBER STIPEND FUNDS EXPENDED.

Clerk's Note: Items 16.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADMINISTRATIVE OPERATIONS ITEMS

17. 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 $1,023,641.48 FOR THE PERIOD OF JUNE 19 TO 25, 2009. (9:31 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:31 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. DISCUSS THE BILINGUAL SUPPLEMENTAL PAY POLICY FOR CLASSIFIED EMPLOYEES AND TAKE APPROPRIATE ACTION. (9:39 AM)

Members of the Court heard from: Linda Moore Smith, Director, HRMD; Leroy Nellis, Budget Manager, Planning and Budget Office (PBO); Rodney Rhoades, Executive Manager, PBO; Todd Osburn, Compensation Manager, HRMD; Carlotta Valdez Leavy, Senior HR Analyst, HRMD; Alicia Perez, Executive Manager, Administrative Operations; James W. Collins, Executive Assistant, Travis County Attorney's Office; and Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS).

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that we follow Staff's two recommendations:

- To authorize the intradepartmental transfer of $455.00 to pay for tests already administered, and
- That we withhold action on the bilingual supplemental pay policy until an appropriate time in the future when Staff will bring this item back; and between now and then Staff, hopefully, will conduct further appropriate research, review, and other appropriate action.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

20. RATIFY DECISION TO GRANT REQUEST FROM TEXAS HOUSE OF REPRESENTATIVES TO ALLOW THE TO USE OF TRAVIS COUNTY CHANNEL 17 FOR CABLECASTING THE SPECIAL LEGISLATIVE SESSION THAT BEGAN WEDNESDAY, JULY 1, 2009 UNTIL COMPLETION, WAIVING TRAVIS COUNTY CODE, CHAPTER 43.004. (9:31 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT WITH MANOS DE CRISTO FOR USE OF COUNTY BUILDING AT 5335 AIRPORT BOULEVARD. (10:18 AM)

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; Judith Cárdenas, Outreach Coordinator, Manos De Cristos; Julie Ballesteros, Executive Director, Manos De Cristos; Alicia Perez, Executive Manager, Administrative Operations; and Mary Etta Gerhardt, Assistant County Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that we approve the request for a license to use the facility for the described purpose; that we pick up the utility costs; and that approval is conditioned upon the ability to get an insurance rider to cover the County property.

An Addition to the previous Motion was made by Commissioner Gómez with the understanding that this is for just one year, as the building may not be available next year.

A Friendly Amendment to the previous Motion was offered by Commissioner Davis that the Sheriff had previously offered to help raise funds to offset the utility costs. We would appreciate any assistance he can give.

Acceptance of the Friendly Amendment was made by Judge Biscoe.

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 21 to be reposted on July 14, 2009.

PURCHASING OFFICE ITEMS

22. APPROVE MODIFICATION NO. 7 TO CONTRACT NO. 05AE0176JJ, LOCKWOOD, ANDREWS AND NEWNAM, INC. FOR EASTSIDE SERVICE CENTER PROJECT. (9:31 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. APPROVE ORDER EXEMPTING THE PURCHASE OF MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERING SERVICES FOR BUILDINGS B155, B185, B188 AND B230 AT TRAVIS COUNTY CORRECTIONAL COMPLEX FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A)(4) OF THE TEXAS LOCAL GOVERNMENT CODE. (9:31 AM)

Clerk's Note: Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge noted that by approving Item 23 the Court is only approving the exemption order; the contract will be brought to the Commissioners Court at a later date.

24. APPROVE CONTRACT AWARD FOR PRECAST CONCRETE BRIDGE COMPONENTS, IFB NO. B090270-LD, TO THE LOW BIDDER, CONTECH CONSTRUCTION PRODUCTS. (9:31 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

25. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:31 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

26. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING ADDITION OF 2009 MAGNUM FLAT BED TRAILER TO THE TRAVIS COUNTY VEHICLE FLEET FOR PROGRAMS, GROUNDS AND MAINTENANCE USE WITHIN THE CORRECTIONS BUREAU. (9:31 AM)

Clerk's Note: Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

27. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDED RESOLUTION SUPPORTING THE APPLICATION OF TRAVIS COUNTY HOUSING FINANCE CORPORATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR NEIGHBORHOOD STABILIZATION PROGRAM FUNDING. (9:31 AM)

Clerk's Note: Item 27 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

28. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM CONSTABLE PRECINCT TWO FOR AN INTERLOCAL AGREEMENT WITH LEANDER INDEPENDENT SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS. (9:34 AM)

Item 28 postponed until July 14, 2009.

29. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (10:42 AM)

A. STATUS UPDATE ON LEGISLATION AFFECTING TRAVIS COUNTY IN THE 81ST TEXAS LEGISLATURE, REGULAR SESSION; AND

B. STATUS REPORT ON THE 81ST TEXAS LEGISLATURE, FIRST CALLED SESSION.

Clerk's Note: Items 29.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Discussion only. No formal action taken.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney
Note 2 Gov't Code Ann 551.072, Real Property
Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

30. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PROPOSAL FOR DOWNTOWN OFFICE BUILDING BY D2000, A TURN KEY DEVELOPMENT COMPANY. [1 AND 2] (10:50 AM) (1:43 PM) (5:00 PM)

Clerk's Note: Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 30 was not discussed.

Item 30 to be reposted on July 14, 2009.

31. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY ON ISSUES REGARDING IMPLEMENTATION AND STATUS OF THE HUMAN RESOURCES MANAGEMENT DEPARTMENT DEVELOPMENT PLAN FOR EXECUTIVE MANAGER OF ADMINISTRATIVE OPERATIONS AND DIRECTOR OF HUMAN RESOURCES AND TAKE APPROPRIATE ACTION. [1] (10:50 AM) (1:43 PM) (5:01 PM)

Clerk's Note: Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 31 to be reposted on July 14, 2009.

32. DELIBERATE IMPLEMENTATION AND STATUS OF HUMAN RESOURCES MANAGEMENT DEPARTMENT DEVELOPMENT PLAN FOR EXECUTIVE MANAGER OF ADMINISTRATIVE OPERATIONS AND DIRECTOR OF HUMAN RESOURCES AND TAKE APPROPRIATE ACTION. [3] (10:50 AM) (1:43 PM) (5:01 PM)

Clerk's Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.

Discussion only. No formal action taken.

Item 32 to be reposted on July 14, 2009.

33. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING SETTLEMENT PROPOSALS IN THE FOLLOWING PENDING EMINENT DOMAIN PROCEEDINGS FOR THE CAMERON ROAD EXTENSION AND BRIDGE CONSTRUCTION PROJECT: (10:50 AM) (5:01 PM)

A. TRAVIS COUNTY VS. KINGS GATE L.P.;

B. TRAVIS COUNTY VS. NORTH GATE L.P.; AND

C. TRAVIS COUNTY VS. BISHOPS FIELD L.P. [1 AND 2]

Clerk's Note: Judge Biscoe announced that Items 33.A-C would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Clerk's Note: Items 33.A-C are associated with one another and were called for concurrent discussion.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez that we accept the Eminent Domain acceptance agreement in the amount of $38,883.00 from North Gate L.P., from Bishops Fields L.P., and also Kings Gate L.P.; and that we also direct Staff to prepare the necessary paperwork and bring it back in the proper time line that was indicated in discussion to be signed off as far as signatures for that amount of money.

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

34. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE ALONG AIRPORT BOULEVARD. 1 AND 2 (10:50 AM) (5:02 PM)

Clerk's Note: Judge Biscoe announced that Item 34 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.

No action required.

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to adjourn the Voting Session. (5:02 PM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

_____

Date of Approval

_____

Samuel T. Biscoe, Travis County Judge

updated-7-17-09 11:00am

C4

Travis County Commissioners Court Agenda Request #____

Voting Session 07/21/09 (Date) Work Session _____ (Date)

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

B. Requested Text:

Approve setting a Public Hearing on August 11, 2009 to receive comments regarding requests to authorize the filing of instruments to Reject the Dedication and Quitclaim Deed a 0.248 acre portion of the Mansfield Dam Court right-of-way (ROW) as dedicated through Volume 771, Page 543 of the Real Property Records of Travis County, Texas and located adjacent to the southern lot line of Lot 1-A of the Resubdivision of Lot 1, Sunday House Subdivision – Travis County, Precinct 3.

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

II. A. Is backup material attached*: Yes X No_____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session? Yes X No_____
Please list those contacted and their phone numbers:

Anna Bowlin - 854-9383 Austin-American Statesman
John Hille - 854-9415
Joe Arriaga - 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item budget
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

09 JUL -1 PM 2:14
COUNTY JUDGE'S OFFICE
RECEIVED

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.

updated-7-17-09 11:00am

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 30, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director - Development Services

SUBJECT: **Approve setting a Public Hearing on August 11, 2009 to receive comments regarding requests to authorize the filing of instruments to Reject the Dedication and Quitclaim Deed of a 0.248 acre portion of the Mansfield Dam Court right-of-way (ROW) as dedicated through Volume 771, Page 543 of the Real Property Records of Travis County, Texas and located adjacent to the southern lot line of Lot 1-A of the Resubdivision of Lot 1, Sunday House Subdivision – Travis County, Precinct 3.**

Summary and Staff Recommendation:
620 Commanders Point, Ltd., being the owner of the adjoining properties, has requested the rejection and quitclaim of a 0.248 acre portion of Mansfield Dam Court. This portion of Mansfield Dam Court is part of a 2.78 acre right-of-way (ROW) dedication, which was dedicated through Volume 771, Page 543 of the Real Property Records of Travis County, Texas.

This portion of Mansfield Dam Court is located adjacent to the southern lot line of Lot 1-A of the Resubdivision of Lot 1, Sunday House Subdivision – a subdivision recorded at Document #199900223. It is approximately 70' wide and 178' long and is not accepted for maintenance by Travis County.

Even though the request is to vacate and abandon this portion of ROW, this portion of ROW is not considered accepted for maintenance. The vacation process can only be used for accepted portions of ROW. Therefore, TNR staff has decided to use the Rejection of Unaccepted Dedication option as outlined in Chapter 82.801(c)(5).

Two of the utility companies (Time Warner Cable and Travis County WCID #17) and the City of Austin's ROW Department have stated, in writing, they have no need for the area to be rejected. Austin Energy and AT&T will require an easement. Both easements have been executed and will be recorded. TNR staff recommends approval of the rejection.

Budgetary and Fiscal Impact:
There is no budgetary impact.

Issues and Opportunities:
On January 23, 2001 Travis County Commissioners Court approved an Order to abandon 5.36 acres of Mansfield Dam Road, aka Mansfield Dam Court. The Order was recorded in the Real Property Records at Document #2001012707. According to the request letter, the 0.248 portion of ROW, being the subject of this request, was supposed to be included with the 2001 Order, but was not. This was not discovered until 620 Commanders Point, Ltd transferred ownership of properties to the Villas at Commander's Point Homeowners Association, Inc.

To correct this oversight, 620 Commanders Point, Ltd. is requesting to have the 0.248 acre portion rejected for dedication and quitclaimed back to the adjacent property owners, which happens to be 620 Commanders Point, Ltd. There have been private improvements and a private drive in this area for some time now (~9 years). This will allow the HOA to maintain the existing and future private improvements without encroaching on public ROW. The private drive services The Villas at Commanders Point Condominiums.

Required Authorizations:
John Hille, Assistant County Attorney

Exhibits:
Rejection of Dedication Order
Survey – Exhibit A
Quitclaim Deed – Exhibit B
Survey – Exhibit A
ROW Dedication
2001 Abandoning Order
Owner's request/approval letter
CoA's approval
Utility sign-offs (2)
Austin Energy sign-off & dedication
AT&T sign-off & dedication
Maps

PS:AB:ps

1105 Mansfield Dam Court

**ORDER OF THE COMMISSIONERS COURT
OF TRAVIS COUNTY, TEXAS,
REJECTING THE DEDICATION OF
A 0.248 ACRE PORTION OF A 2.78 ACRE RIGHT-OF-WAY DEDICATION
KNOWN AS MANSFIELD DAM COURT AS DEDICATED THROUGH VOLUME
771, PAGE 543 OF THE REAL PORPERTY RECORDS OF TRAVIS COUNTY,
TEXAS**

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, The Commissioners Court of Travis County, Texas, has considered the issue of rejecting a 0.248 acre portion of the Mansfield Dam Court right-of-way; and

WHEREAS, this portion of Mansfield Dam Court is part of a 2.78 acre dedication dedicated to the County of Travis, through Volume 771, Page 543 of the Real Property Records of Travis County, Texas, as an easement for a public road; and

WHEREAS, the 0.248 acre portion of right-of-way under consideration for rejection of dedication is described in Exhibit A, which is attached hereto and made a part hereof, and is hereinafter referred to as the "Property"; and

WHEREAS, in the Travis County Code, Paragraph (c)(5) of Section 82.801, Vacations, provides that the Commissioners Court may, in its sole discretion, reject an unaccepted public road dedication and quitclaim any interest the County may have in the right-of-way to the underlying owner; and

WHEREAS, the owner of the adjacent properties has requested that Travis County reject the dedication of the Property; and

WHEREAS, the Property was intended to be used as a public road, which was never constructed; and

WHEREAS, the Property has not been needed for right-of-way and has never been accepted for maintenance; and

WHEREAS, the Travis County Transportation and Natural Resources Department foresees no future need for the Property for roadway purposes; and

WHEREAS, utilities serving the area and owners of land adjacent to the Property have been notified of the possibility that the dedication may be rejected and consented thereto; and

WHEREAS, Austin Energy and AT&T have requested private utility easements within the Property, which said requested easement dedications have been agreed upon and executed;

WHEREAS, the Commissioners Court has scheduled an agenda item for this date to consider the matter of the rejection of the dedication of the Property; and

WHEREAS, public notices were posted and the Travis County Commissioners Court held a public hearing on _____, 2009, to consider the proposed action;

NOW, THEREFORE, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, FINDS AND ORDERS THAT:

(1) The recitals to this Order are true and correct and are incorporated in this Order for all purposes.
(2) The dedication of the Property is hereby rejected and all territory within the boundaries of such dedicated Property will be quitclaimed by the County Judge to the owner of the underlying fee simple interest.
(3) The form of the Quitclaim Deed is attached hereto as Exhibit B and made a part hereto.

ORDERED 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

FIELD NOTES
TRACT 2
PORTION OF REMAINING MANSFIELD DAM COURT RIGHT-OF-WAY

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE WILEY HUDSON SURVEY NO. 472 AND W.P. MOORE SURVEY NO. 530, TRAVIS COUNTY, TEXAS; BEING A PORTION OF THE MANSFIELD DAM COURT RIGHT-OF-WAY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cotton spindle set on the curving north right-of-way line of Mansfield Dam Court at the southwest corner of Lot 1-A of Resubdivision of Lot 1 Sunday House Subdivision, as recorded in Document No. 199900223 of the Official Public Records of Travis County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the north right-of-way line of Mansfield Dam Court, along a curve to the right an arc distance of 178.10 feet, having a radius of 1,212.60 feet and a chord which bears S75°30'38"E a distance of 177.94 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of reverse curvature at the intersection with the west right-of-way line of Commanders Point Drive for the northeast corner of this tract;

THENCE S07°55'43"E a distance of 72.09 feet to a point at the most easterly northeast corner of right-of-way as vacated by order abandoning part of Mansfield Dam Road, as recorded in Document No. 2001012707 of the Official Public Records of Travis County, Texas;

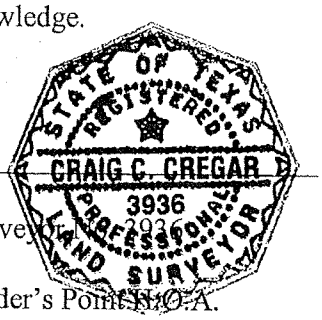
THENCE, with a north and east line of said order abandoning part of Mansfield Dam Road, the following two (2) courses:

1) Along a curve to the left an arc distance of 157.09 feet, having a radius of 805.52 feet and a chord which bears N74°22'54"W a distance of 156.84 feet to a point at a point of nontangency for the southwest corner of this tract; and

2) N22°55'43"W a distance of 80.02 feet to the POINT OF BEGINNING,

and containing 0.248 acre of land, more or less.

I HEREBY CERTIFY that these notes were prepared by Terra Firma Land Surveying from a survey made on the ground on April 24, 2008 under my supervision and are true and correct to the best of my knowledge.



Craig C. Cregar
Registered Professional Land Surveyor, No. 3936

12/8/08
Date

Client: Villas at Commander's Point H.O.A.
Date: December 4, 2008
WO No.: 0A500-025-00/007
FB: 327/14, 208/37, 585/15
File: J:\Projects\A500 Small Jobs\025 Villas at Commander's Point\Field Data\A500-025 004 Incl08240304pts.crd

SURVEY OF A PORTION OF LEONARD ECK SURVEY NO. 164, WILEY HUDSON SURVEY NO. 472 AND W.P. MOORE SURVEY NO. 530, TRAVIS COUNTY, TEXAS

(A PORTION OF THE MANSFIELD DAM COURT RIGHT-OF-WAY)

All easements of which I have knowledge and those recorded easements furnished by Heritage Title Company of Austin, Inc. pertaining to File No. 0006284 are shown or depicted hereon. Other than visible easements, no unrecorded or unwritten easements which may exist are shown hereon.

The property described hereon is contained within Flood Zone X as identified on F.I.R.M. Community Panel No. 48453C0585 J dated June 16, 1993 as published by the Federal Emergency Management Agency, the purpose of which is for flood insurance only.

LEGEND

- ● 1/2" Iron Rod Found
- ⊙ Cotton Spindle Found
- ⊛ Brass Cap Found (Texas Department of Transportation Right-of-Way Monument)
- ○ 1/2" Iron Rod Set w/ Cap Stamped "TERRA FIRMA"
- ◎ Cotton Spindle Set
- ⊕ Calculated Point
- ( ) Record Information (Vol. 12778, Pg. 2557)
- [ ] Record Information (Doc. No. 9900030123)
- Edge of Pavement
- Iron Fence
- Approximate Location of Survey Line

LINE DATA

LINE	BEARING	DISTANCE
L1	N 79°45'51" W	87.05'
L2	N 00°21'35" W	102.40'
L3	S 88°56'27" W	102.26'
L4	S 04°42'10" W	102.22'
L5	S 07°55'43" E	72.09'
L6	S 01°38'43" W	57.54'
L7	N 54°40'57" W	51.68'
L8	S 22°55'43" E	80.02'

CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1212.60'	326.14'	324.64'	S 88°31'10" E
C2	1212.60'	178.10'	177.94'	S 75°30'30" E
C3	72.70'	32.04'	29.90'	S 67°05'28" E
C4	905.52'	157.09'	156.84'	S 74°22'54" E

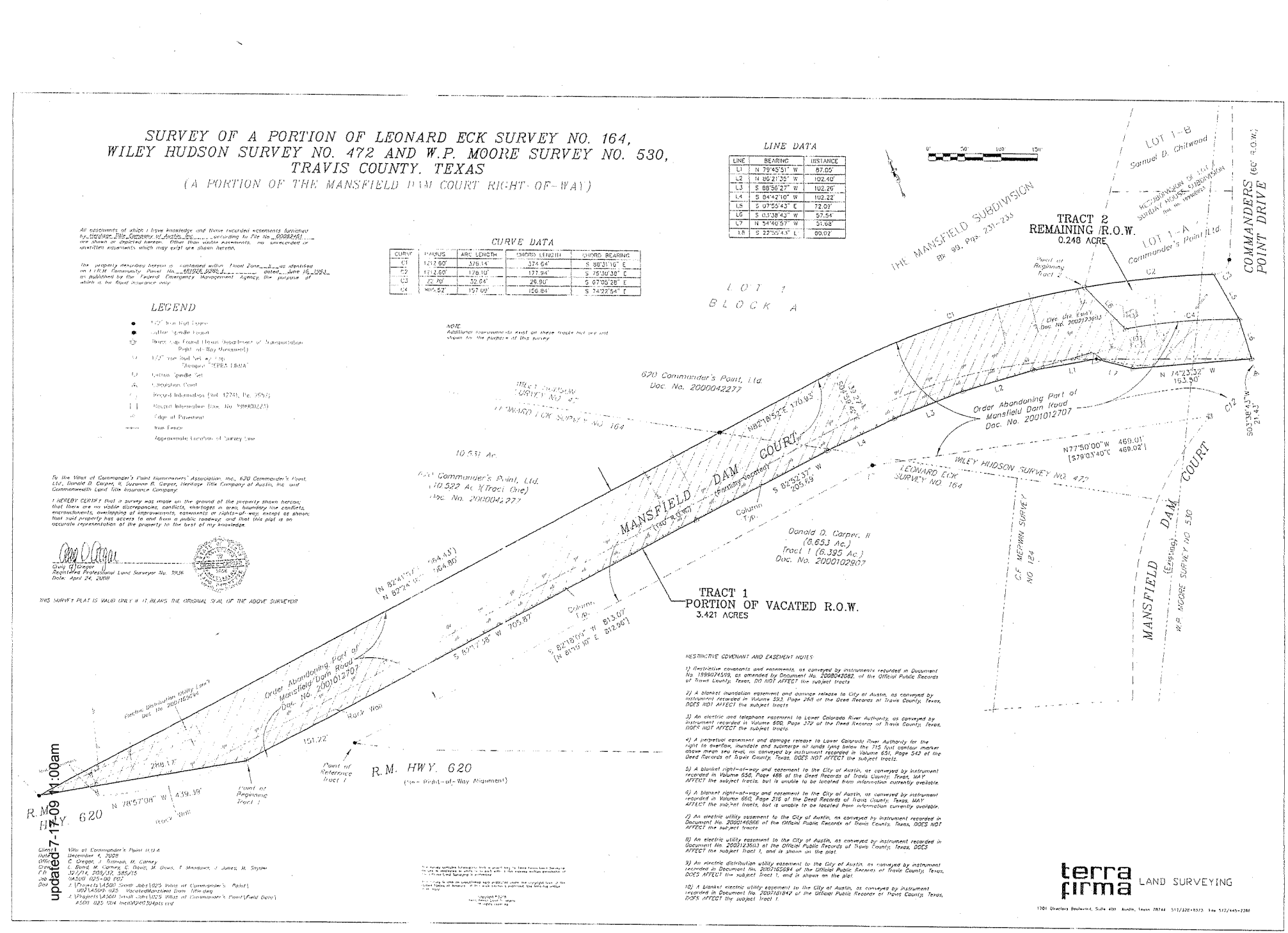
NOTE
Additional improvements do exist on these tracts but are not shown for the purpose of this survey.

To the Villas at Commander's Point Homeowners Association, Inc., 620 Commander's Point, Ltd., Donald D. Carper, II, Suzanne R. Carper, Heritage Title Company of Austin, Inc. and Commonwealth Land Title Insurance Company:

I HEREBY CERTIFY that a survey was made on the ground of the property shown hereon; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way except as shown; that said property has access to and from a public roadway; and that this plat is an accurate representation of the property to the best of my knowledge.

Gary D. Gregor
Registered Professional Land Surveyor No. 3916
Date: April 24, 2008

THIS SURVEY PLAT IS VALID ONLY IF IT BEARS THE ORIGINAL SEAL OF THE ABOVE SURVEYOR



RESTRICTIVE COVENANT AND EASEMENT NOTES:

1) Restrictive covenants and easements, as conveyed by instruments recorded in Document No. 1999074519, as amended by Document No. 2008043082, of the Official Public Records of Travis County, Texas, DO NOT AFFECT the subject tracts.

2) A blanket inundation easement and damage release to City of Austin, as conveyed by instrument recorded in Volume 593, Page 261 of the Deed Records of Travis County, Texas, DOES NOT AFFECT the subject tracts.

3) An electric and telephone easement to Lower Colorado River Authority, as conveyed by instrument recorded in Volume 656, Page 372 of the Deed Records of Travis County, Texas, DOES NOT AFFECT the subject tracts.

4) A perpetual easement and damage release to Lower Colorado River Authority for the right to overflow, inundate and submerge all lands lying below the 715 foot contour marker above mean sea level, as conveyed by instrument recorded in Volume 651, Page 542 of the Deed Records of Travis County, Texas, DOES NOT AFFECT the subject tracts.

5) A blanket right-of-way and easement to the City of Austin, as conveyed by instrument recorded in Volume 658, Page 486 of the Deed Records of Travis County, Texas, MAY AFFECT the subject tracts, but is unable to be located from information currently available.

6) A blanket right-of-way and easement to the City of Austin, as conveyed by instrument recorded in Volume 5612, Page 216 of the Deed Records of Travis County, Texas, MAY AFFECT the subject tracts, but is unable to be located from information currently available.

7) An electric utility easement to the City of Austin, as conveyed by instrument recorded in Document No. 2001165666 of the Official Public Records of Travis County, Texas, DOES NOT AFFECT the subject tracts.

8) An electric utility easement to the City of Austin, as conveyed by instrument recorded in Document No. 2002123603 of the Official Public Records of Travis County, Texas, DOES AFFECT the subject Tract 1, and is shown on the plat.

9) An electric distribution utility easement to the City of Austin, as conveyed by instrument recorded in Document No. 2001165694 of the Official Public Records of Travis County, Texas, DOES AFFECT the subject Tract 1, and is shown on the plat.

10) A blanket electric utility easement to the City of Austin, as conveyed by instrument recorded in Document No. 2007181849 of the Official Public Records of Travis County, Texas, DOES AFFECT the subject Tract 1.

Client: Villas at Commander's Point H.O.A.
Date: December 1, 2008
Office: C. Gregor, J. Trampe, M. Carney
Crew: L. Baird, M. Carney, E. Davis, M. Davis, T. Meadows, J. Jones, M. Stryker
F.B.: 322/14, 208/32, 585/15
Job No.: 1A500.025-00.007
Dwg: J:\Projects\A500 Small Jobs\025 Villas at Commander's Point\1A500-025 VacatedMansfield Dam Title.dwg
J:\Projects\A500 Small Jobs\025 Villas at Commander's Point\Field Data\A500.025.004 Incl\R2430Topo.crd

updated-7-17-09 11:00am

terra firma LAND SURVEYING

1701 Directors Boulevard, Suite 400 Austin, Texas 78744 512/328-1515 fax 512/445-2286

EXHIBIT "B"
QUITCLAIM DEED

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

That Travis County, a political subdivision of the State of Texas, hereinafter referred to as the "County", HAS QUITCLAIMED and by these presents DOES QUITCLAIM unto 620 COMMANDERS POINT, LTD., hereinafter referred to as Transferee, and their successors and assigns, all of the County's right, title and interest, if any, in and to the following described real property situated in Travis County, Texas, to-wit:

> That certain tract of land situated in Travis County and being more particularly described as that portion of the dedicated right-of-way known as Mansfield Dam Court as dedicated through Volume 771, Page 543 of the Real Property Records of Travis County, Texas, which said portion is described in Exhibit A, which is attached hereto and made a part hereof, and which is located adjacent to Lot 1-A of the Resubdivision of Lot 1, Sunday House Subdivision, a subdivision plat of record at Document #19900223 of the Plat Records of Travis County, Texas;

and to the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said County and its assigns forever, so that the County shall not at any time hereafter have, claim, or demand any right of title to the aforesaid property, premises, or appurtenances, or any part thereof.

EXECUTED THIS THE _____ DAY OF_____ 2009.

_____
SAMUEL T. BISCOE
TRAVIS COUNTY JUDGE

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2009, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said County.

_____
Notary Public in and for
The State of Texas

Notary's Name (Printed): _____
My commission expires: _____

Transferee's Address:

_____
_____
_____

After recording please return to:

FIELD NOTES
TRACT 2
PORTION OF REMAINING MANSFIELD DAM COURT RIGHT-OF-WAY

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE WILEY HUDSON SURVEY NO. 472 AND W.P. MOORE SURVEY NO. 530, TRAVIS COUNTY, TEXAS; BEING A PORTION OF THE MANSFIELD DAM COURT RIGHT-OF-WAY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cotton spindle set on the curving north right-of-way line of Mansfield Dam Court at the southwest corner of Lot 1-A of Resubdivision of Lot 1 Sunday House Subdivision, as recorded in Document No. 199900223 of the Official Public Records of Travis County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the north right-of-way line of Mansfield Dam Court, along a curve to the right an arc distance of 178.10 feet, having a radius of 1,212.60 feet and a chord which bears S75°30'38"E a distance of 177.94 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of reverse curvature at the intersection with the west right-of-way line of Commanders Point Drive for the northeast corner of this tract;

THENCE S07°55'43"E a distance of 72.09 feet to a point at the most easterly northeast corner of right-of-way as vacated by order abandoning part of Mansfield Dam Road, as recorded in Document No. 2001012707 of the Official Public Records of Travis County, Texas;

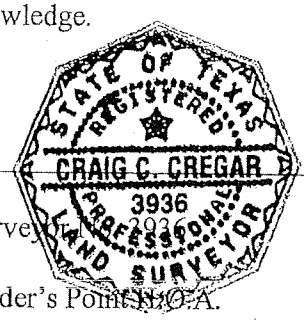
THENCE, with a north and east line of said order abandoning part of Mansfield Dam Road, the following two (2) courses:

1) Along a curve to the left an arc distance of 157.09 feet, having a radius of 805.52 feet and a chord which bears N74°22'54"W a distance of 156.84 feet to a point at a point of nontangency for the southwest corner of this tract; and

2) N22°55'43"W a distance of 80.02 feet to the POINT OF BEGINNING,

and containing 0.248 acre of land, more or less.

I HEREBY CERTIFY that these notes were prepared by Terra Firma Land Surveying from a survey made on the ground on April 24, 2008 under my supervision and are true and correct to the best of my knowledge.



Craig C. Cregar
Registered Professional Land Surveyor, No. 3936

12/8/08
Date

Client: Villas at Commander's Point H.O.A.
Date: December 4, 2008
WO No.: 0A500-025-00/007
FB: 327/14, 208/37, 585/15
File: J:\Projects\A500 Small Jobs\025 Villas at Commander's Point\Field Data\A500-025 004 Incl08240304pts.crd

SURVEY OF A PORTION OF LEONARD ECK SURVEY NO. 164, WILEY HUDSON SURVEY NO. 472 AND W.P. MOORE SURVEY NO. 530, TRAVIS COUNTY, TEXAS

(A PORTION OF THE MANSFIELD DAM COURT RIGHT OF WAY)

LINE DATA

LINE	BEARING	DISTANCE
L1	N 79°45'51" W	87.05'
L2	N 86°21'35" W	102.40'
L3	S 88°56'27" W	102.25'
L4	S 84°42'10" W	102.22'
L5	S 07°55'43" E	73.09'
L6	S 05°38'43" W	57.54'
L7	N 54°40'57" W	31.08'
L8	S 22°50'43" E	80.00'

CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1212.60'	376.14'	374.64'	S 88°31'10" E
C2	1212.60'	178.19'	177.54'	S 15°39'35" E
C3	25.50'	32.64'	29.90'	S 67°05'28" E
C4	1001.52'	157.09'	156.84'	S 74°22'54" E

LEGEND

- ● = 1/2" Iron Rod (unless otherwise noted)
- ○ = 1/2" Iron Rod with Cap "Chaparral" (unless otherwise noted)
- (R) = Record Information per Doc. No. 2000042277, O.P.R.T.C.T.
- (D) = Record Information per Doc. No. 1999074599, O.P.R.T.C.T.
- (R&D) = Record Information per Doc. No. 1999074599 & Doc. No. 2000042277, O.P.R.T.C.T.
- (R&M) = Record Information per Doc. No. 1999074599 & Vol. 9858, Pg. 305, R.P.R.T.C.T.
- (R&P) = Record Information per Doc. No. 1999074599 & Plat Records, Travis County, Texas
- (R&V) = Record Information per Doc. No. 1999074599 & Vol. 12741, Pg. 1, R.P.R.T.C.T.
- (R&W) = Record Information per Doc. No. 1999074599 & Vol. 13202, Pg. 2824, R.P.R.T.C.T.
- (R&Y) = Record Information per Doc. No. 1999074599 & Vol. 13202, Pg. 2824, R.P.R.T.C.T.
- (R&Z) = Record Information per Doc. No. 1999074599 & Vol. 13202, Pg. 2824, R.P.R.T.C.T.
- (R&AA) = Record Information per Doc. No. 1999074599 & Vol. 13202, Pg. 2824, R.P.R.T.C.T.
- (R&AB) = Record Information per Doc. No. 1999074599 & Vol. 13202, Pg. 2824, R.P.R.T.C.T.
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- (R&EY) = Record Information per Doc. No. 1999074599 & Vol. 13202, Pg. 2824, R.P.R.T.C.T.
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said premises, unto E.F.Short, and wife, Loraine Short, their heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

updated 7-17-09 11:00am

Witness our hands at Austin, Texas, this 12 day of September, 1945.

Marie Becker Fortier

Joe Fortier

$1.10 U.S.Int.Reg.Stamps Can.

THE STATE OF TEXAS)
COUNTY OF TRAVIS) BEFORE ME, the undersigned a Notary Public in and for said County, and state, on this day personally appeared Joe Fortier and Marie Becker Fortier, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Marie Becker Fortier, wife of the said Joe Fortier, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Marie Becker Fortier, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 12 day of September, 1945.

(Notary seal) W. Treuckmann

Notary Public in and for Travis County, Texas.

Filed for record Oct.19,1945, at 2:45 P.M. -- Recorded Oct. 23,1945, at 11:00 A.M.

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TRAVIS COUNTY, TEXAS
VOL. 771 PAGE 543

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

That I, Mrs. Ella Jessen, a feme sole, of Travis County, Texas, in consideration of $10.00 cash to me in hand paid by the County of Travis, State of Texas, receipt of which is hereby acknowledged and the further consideration of said County of Travis, State of Texas, fencing with a goat proof fence the hereinafter described right-of-way and at the north side of said right-of-way where intersects the lane to the Jessen house a good and substantial cattle guard and a non-sag gate, and also constructing on the south side of said hereinafter described right-of-way where intersects the above mentioned lane, a good and substantial non-sag gate, and the construction, subject to the approval of the Lower Colorado River Authority, of the goat proof fence from the end of the metal rail on the north side of said right-of-way to the concrete structure of the Marshall Ford Dam, have sold, granted, and conveyed and by these presents do sell, grant, and convey unto the said County of Travis an easement for a public road over and across the William P. Moore and Wiley Hudson Surveys, in Travis County, Texas, said right-of-way and easement consisting of 2.78 acres, more or less, and more particularly described as follows:-

Beginning on the center line of a proposed road to the west end of the [illegible] which point bears [illegible]

updated-7-17-09 11:00am

line of this proposed road to a point on the joint property line of the Mrs. Ella Jessen and Chas. A.McCormick tracts, said point being 70 feet from and at right angles to center line station 33 / 83. Thence N. 82° 38' E. 275 feet to a point north of, 70 feet from, and at right angles to center line station 35 /17.9. Said station being the beginning of a five (5) degree curve to the right having a central angle of 37° 45'. Thence 70 feet from and parallel to said center line following a 4° 43' curve to the right having a central angle of 37° 45', 785 feet to the N.W.property line of Lower Colorado River Authority property. Thence along said Lower Colorado River Authority property line, crossing the center line of said proposed road at station 42 / 08.0 for a total distance of 210 feet, to a point bearing N. 60° 23' E. 90 feet from a rock mound on said Lower Colorado River Authority, property line. Thence N. 78° 88' W. for a distance of 520 feet to a point on the joint property line of the Mrs.Ella Jessen and the Chas. A. McCormick tracts. Thence N.60° 0' W. along the south line of Mrs. Ella Jessen's tract (being also the north line of the Chas. A.McCormick tract) for a distance of 136 feet to the point of beginning.

To have and to hold the above described tract of land and right-of-way unto the said County of Travis, and its successors, so long as the same is used for a public road, and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said above described tract of land and right-of-way unto the said County of Travis, and its successors against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand, this the 12th day of October, 1945.

Mrs. Ella Jessen

THE STATE OF TEXAS)
COUNTY OF TRAVIS) BEFORE ME, the undersigned authority,on this day personally appeared Mrs. Ella Jessen, a feme sole, 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 purposes and consideration therein expressed.

Given under my hand and seal of office,this the 12th day of October, 1945.

(Notary seal) J. M. Patterson,Jr.

Notary Public, Travis County, Texas.

Filed for record Oct. 20,1945, at 11:20 A.M. -- Recorded Oct. 23,1945, at 3:10 P.M.

J

O - - - - - - - - - - - - - - - O

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

That I, A. F. Smith, whose homestead is at 4615 Caswell Ave. Austin, of the County of Travis, State of Texas, for and in consideration of the sum of Ten ($10.00) 00/100 Dollars to me in hand paid by Delphine Weber, as follows: Cash, the receipt of which is hereby acknowledged, and confessed, and for which no lien is retained, expressed or implied have Granted, sold and conveyed and by these presents do Grant, Sell and convey unto the said Delphine Weber, of the County of Travis, State of Texas, all that certain tract or parcel of land,described as follows,to-wit:-

Lots Five (5) and six (6) in Block Eight (8) out of the Highlands Addition to the

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TNR N/C

ORDER ABANDONING PART OF MANSFIELD DAM ROAD

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the Commissioners Court of Travis County, Texas, has considered the status of a right-of-way ("the Right of Way") conveyed to Travis County by Deeds ("the Deeds") recorded in Volume 771, Page 543 dated October 20, 1945, and Volume 768, Page 72, dated August 2, 1945 in the Real Property Records of Travis County, Texas, and

WHEREAS, the Right of Way was conveyed conditioned on its use as a public road and the Deeds provide that the property will revert to the original owner(s), heirs and assigns if it is no longer so used, and

WHEREAS, the City of Austin and utilities serving the area and owners of land adjacent to the Property have been notified and have stated they have no need for the Right of Way, and

WHEREAS, the public no longer uses and Travis County no longer maintains the Right of Way because of the new construction of FM 620, and

WHEREAS, the Commissioners Court has scheduled an agenda item for this date to provide an opportunity for public comment on and to consider the status of the Right of Way, and

NOW, THEREFORE, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, FINDS AND ORDERS THAT:

(1) The recitals to this Order are true and correct and are incorporated in this order for all purposes

(2) The Right of Way as shown in Exhibit "A" has ceased to be used or maintained as a public road so as to effect reversion of title as provided in the Deeds

Austin Data Inc. HT ADI11183 TR 2001012707.001

(3) This Order shall be filed in the Real Property Records of Travis County, Texas

ORDER this 23rd day of January, 2001

Samuel T. Biscoe
Samuel T Biscoe
Travis County Judge

Ron Davis
Ron Davis
Commissioner, Precinct 1

Karen Sonleitner
Karen Sonleitner
Commissioner, Precinct 2

Todd Baxter
Todd Baxter
Commissioner, Precinct 3

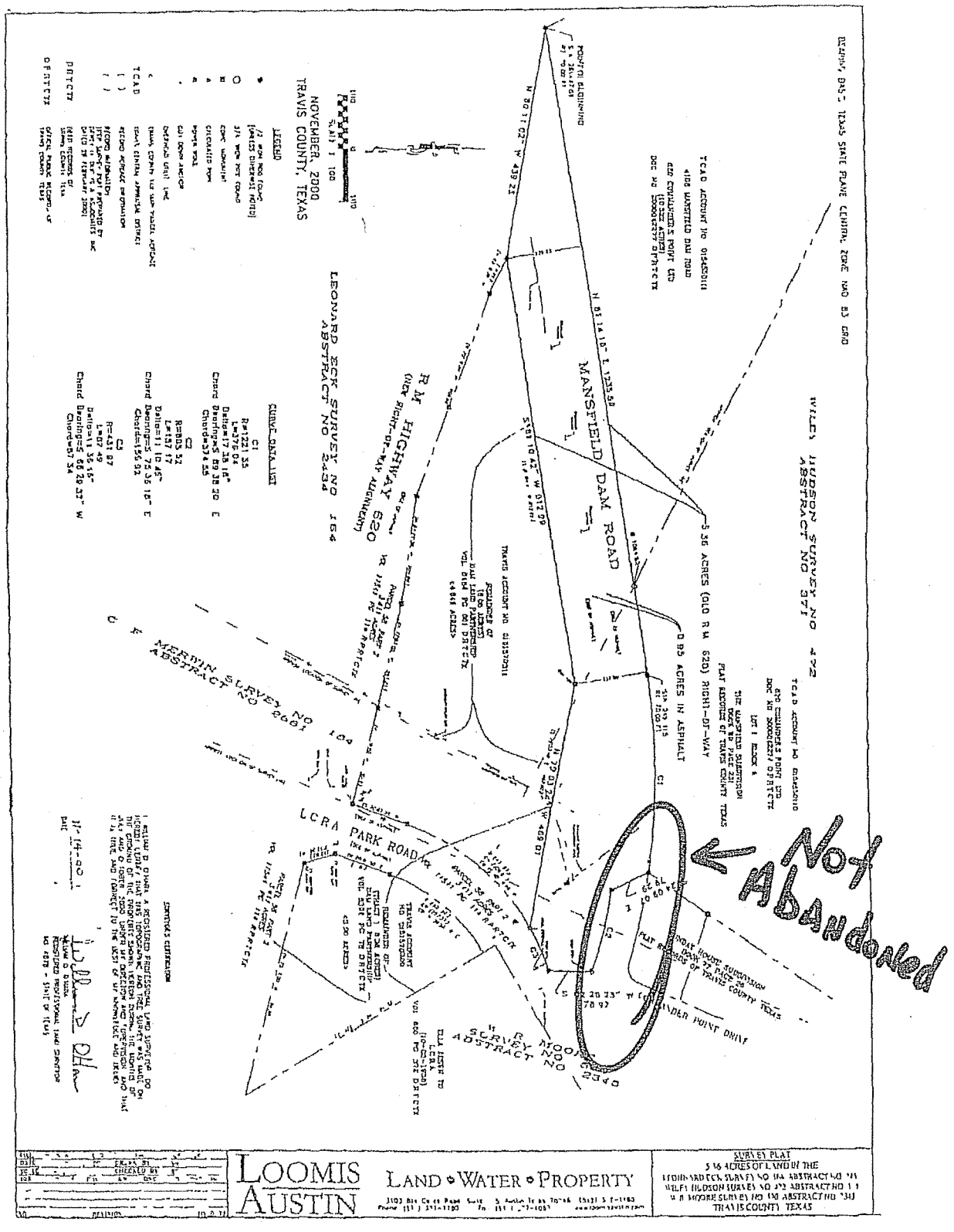
Margaret Gomez
Margaret Gómez
Commissioner, Precinct 4

Return to

Travis County TNR
Joseph P Gieselman, Executive Manager
P O Box 1748
Austin, Texas 78767

ATTN Jim Meads

updated-7-17-09 11:00am



Austin Data Inc. HT ADI11183 TR 2001012707.003

5 36 acres
Leonard Eck Sur No 164
Wiley Hudson Sur No 472
W P Moore Sur 530
Travis County, Texas

LAI Job No 000718
FN0105(wdo)

FIELD NOTES DESCRIPTION

DESCRIPTION OF 5 36 ACRES OF LAND IN THE LEONARD ECK SURVEY NO 164, A-2434, THE WILEY HUDSON SURVEY NO 472, A-371, AND THE W R MOORE SURVEY NO 530, A-2345, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE R M HIGHWAY 620 (A K A MANSFIELD DAM ROAD) RIGHT-OF-WAY SITUATED WEST OF MANSFIELD DAM, SAID 5 36 ACRE TRACT, AS SHOWN ON LOOMIS AUSTIN, INC DRAWING NO 000718ROW DWG, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a ½-inch iron rod found in the north right-of-way line (ROW) of said R M Highway 620 (RM 620) 70 00 feet right of Engineer's centerline station 261+47 09, being the southwest corner of a called 10 522 acre tract described in a deed to 620 Commander's Point, Ltd of record in Document No 2000042277, Official Public Records of Travis County, Texas, and being the northwest corner and **POINT OF BEGINNING** of the tract described herein,

THENCE N 81° 14' 18" E, with the north ROW line of said RM 620, being the south line of said called 10 522 acre tract, at a distance of 1,064 62 feet pass a 3/4-inch iron pipe found in the approximate southwest line of said Wiley Hudson Survey No. 472, being the approximate northeast line of said Leonard Eck Survey No 164, for the southeast corner of said called 10 522 acre tract, same being the southwest corner of Lot 1, Block A, The Mansfield Subdivision, a subdivision according to the plat of record in Plat Book 99, Page 231, Plat Records of Travis County, Texas, said Lot 1, Block A, conveyed to said 620 Commander's Point, Ltd by deed of record in said Document No 2000042277, Official Public Records of Travis County, Texas, and continuing for a total distance of 1,235 59 feet to a ½-inch iron rod found at a point of curvature 70 00 feet right of Engineer's centerline station 249+11 5,

THENCE with said curve to the right an arc distance of 376 04 feet, having a radius of 1,221 55 feet through a central angle of 17° 38' 16" and having a chord bearing S 89° 38' 20" E a chord distance of 374 55 feet, to a ½-inch iron rod found for the southeast corner of said Lot 1, Block A, being the southwest corner of Sunday House Subdivision, a subdivision according to the plat of record in Plat Book 77, Page 26, Plat Records of Travis County, Texas, and being the northern northeast corner of the tract described herein,

THENCE leaving said ROW line and crossing said ROW the following four (4) courses and distances

1 S 24° 09' 07" E a distance of 79 29 feet to a calculated point for an inside ell corner hereof,

2 with a curve to the right an arc distance of 157 17, having a radius of 805 52 feet through a central angle of 11° 10' 45", and a chord bearing of S 75° 36' 18" E a chord distance of 156 92 feet, to a calculated point for the most eastern northeast corner of the tract described herein,

3 S 02° 28' 23" W a distance of 78 97 feet to a calculated point for the southeast corner of the tract described herein, being in the west ROW line of L C R A Park Road, and

5 36 acres
Leonard Eck Sur No 164
Wiley Hudson Sur No 472
W P Moore Sur 530
Travis County, Texas

LAI Job No 000718
FN0105(wdo)

4 with the arc of a curve to the left an arc distance of 87 49 feet, having a radius of 431 97 feet through a central angle of 11° 36' 16", and a chord bearing S 66° 29' 32" W a chord distance of 87 34 feet to a concrete ROW monument found in the south ROW line of said RM 620, being in the north line of a called 6 36 acre tract described as Tract I in a deed to Dam Land Partnership of record in Volume 8394, Page 78 Deed Records of Travis County, Texas, and being an angle point in the south line of the tract described herein,

THENCE N 79° 03' 24" W, with the south line of said RM 620, being the north line of said called 6 36 acre tract, and the north line of a called 6 06 acre tract described in a deed to Dam Land Partnership of record in Volume 8464, Page 661, Deed Records of Travis County, Texas, continuing for a total distance of 469 01 feet to a one-inch iron rod found for an angle point of the tract described herein,

THENCE S 81° 10' 42" W, continuing with the south ROW line of said RM 620, same being the north line of said called 6 06 acre tract, a distance of 812 99 feet to a ½-inch iron rod found for the northwest corner of said called 6 06 acre tract and being the southeast corner of the tract described herein,

THENCE N 80° 11' 02" W, leaving the south ROW line of said FM 620 and crossing said ROW, a distance of 439 23 feet to the **POINT OF BEGINNING** and containing 5 36 acres of land, more or less

BEARING BASIS: Texas State Plane, Central Zone, NAD 83, Grid

I hereby certify that this description was prepared from an actual survey made on the ground during the months of September and October 2000, under my direction and supervision and is true and correct to the best of my knowledge.

STATE OF TEXAS
REGISTERED
WILLIAM D O'HARA
4878
PROFESSIONAL
LAND SURVEYOR

William D. O'Hara 1-4-00

William D. O'Hara
Registered Professional Land Surveyor
No 4878 ~ State of Texas
Loomis Austin, Inc
3103 Bee Caves Rd , Suite 225
Austin, TX 78746 512-327-1180

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

01-25-2001 02 54 PM 2001012707
RYCZEKD $17 00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

updated-7-17-09 11:00am

STAHL, BERNAL & DAVIES, L.L.P.
A LIMITED LIABILITY PARTNERSHIP

GILBERT J. BERNAL, JR.
LISA CHAVARRIA
THOMAS I. DAVIES *
DAVID J. SEWELL*
BRENT G. STAHL*

*Board Certified in Commercial Real Estate Law
Texas Board of Legal Specialization

7320 N. MOPAC, SUITE 211
AUSTIN, TEXAS 78731
(512) 346-5558
FAX: (512) 346-2712
www.sbaustinlaw.com

ALISON GARDNER

E-MAIL: tdavies@sbaustinlaw.com

June 10, 2009

Mr. Paul Scoggins *via email: Paul.Scoggins@co.travis.tx.us*
Engineering Specialist
Travis County - TNR Clerk

Re: Vacation of "notch" Mansfield Dam Court

Dear Mr. Scoggins:

We represent 620 Commanders Point, Ltd., the owner of all of the privately owned land adjoining the referenced "notch. We are writing this letter to formally request vacation and abandonment by Travis County of the "notch" on behalf of 620 Commanders Point, Ltd. Please find attached to the email by which this letter is being sent a survey showing the 0.248 acre "notch" and a legal description of it.

620 Commanders Point, Ltd. developed the Villas at Commanders Point Condominiums. It is in the process of conveying to the Villas at Commander's Point Homeowners Association, Inc. (the "Association") common elements of the condominium project so that the Association will have title to the property it maintains. In connection with that process we discovered that the "notch" was, in error, not included in the abandonment of Mansfield Dam Court pursuant to the order of the Travis County Commissioners Court recorded under Document No. 2001012707. We are now seeking to correct that error and have the "notch" abandoned as well. 620 Commanders Point, Ltd. and the Association have been maintaining the gated entrance to the condominium project and related landscaping within the area of the notch for a total of about 9 years.

Mr. Bill Hale is familiar with this request. His daytime telephone number is 656-4846. You can reach me at the above number. In case any additional information is required, please contact either one of us. Thank you for your assistance.

Very truly yours,

STAHL, BERNAL & DAVIES, L.L.P.

By Thomas I Davies
Thomas I. Davies
Attorneys for 620 Commanders Point, Ltd.

updated-7-17-09 11:00am

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

EASEMENT REQUIREMENT STATEMENT REJECTION OF DEDICATION OF RIGHT-OF-WAY

(ETJ) Item #6

An application is being made to Travis County for the Rejection of Dedication of right-of-way in your extraterritorial jurisdiction (ETJ) at 0.248 acres, Mansfield Dam Court at Commanders Point Drive (address) and/or (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

✓ We do not need the easement on the property described above for transportation purposes.

____ We do have a need for an easement on the property as described above. A description of the required easement is attached.

Joe R. Almazan
Signature

Joe R. Almazan
Printed Name

Development Services Process Coordinator
Title

Austin-WPDR
City of

3/4/09
Date

Please return this completed form to:

_____
Name

_____
Address

_____
City/State/Zip

_____
Fax

updated-7-17-09 11:00am

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of .248 acre property located adjacent to:
14506 Mansfield Dam Ct, Austin, TX 78734 (address) and/or Survey of a portion of Leonard Eck Survey No. 164, Wiley Hudson No. 472 and W.P. Moore Survey No. 530, Travis County, Texas (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

__X__ We do not have need for an easement on the property as described in the accompanying document.

_____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert
Signature

Laurie Schumpert
Printed Name

Designer
Title

Time Warner Cable-Austin
Utility Company or District

January 14, 2009
Date

Please return this completed form to:

_____
Name

_____
Address

_____
City/State/Zip

updated-7-17-09 11:00am

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at COMMANDER'S POINT DRIVE AND MANSFIELD DAM (address) and/or COURT TRACT 2 REMAINING R.O.W. 0.248 ACRE (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

X We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Deborah S. Gernes
Signature

Deborah S. Gernes
Printed Name

General Manager
Title

TRAVIS COUNTY W.C. & I.D. #17
Utility Company or District

1/14/09
Date

Travis County WCID #17
3812 Eck Lane
Austin, TX 78734

Please return this completed form to:

TOM DAVIES
Name

STAHL, BERNAL AND DAVIES L.L.P.
Address

7320 N. MOPAC, SUITE 211
City/State/Zip

AUSTIN, TX 78731

M:\ADMIN\ACE\PERMITS\FORMS\STMT.WPD
11/27/01 paa
Revised

updated-7-17-09 11:00am

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at_____ (address) and/or _____ (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

____ We do not have need for an easement on the property as described in the accompanying document.

X We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Michael Thurman
Signature

Michael Thurman
Printed Name

Manager Engineering
Title

AT&T
Utility Company or District

2/11/09
Date

(512) 870-4708

Please return this completed form to:

Name

Address

City/State/Zip

M:\ADMIN\ACE\PERMITS\FORMS\STMT.WPD
11/27/01 paa

Revised

updated-7-17-09 11:00am

620 COMMANDER'S POINT, LTD.
A TEXAS LIMITED PARTNERSHIP

March 25, 2009

Mr. Louis Salm
AT&T Texas
ROW / CLEC
817 North Loop, Room 200
Austin, TX 78756

RE: Vacation of Right of Way Application to Travis County and Blanket Easement for Telecommunications Facilities for Southwestern Bell Telephone Company in regard to 0.248 acres, being a portion of the Mansfield Dam Court Right of Way, out of the Wiley Hudson Survey 472 and W. P. Moore Survey 530, said 0.248 acres being adjacent to Lot 1-A of Resubdivision of Lot 1, Sunday House Subdivision, as recorded in Document No. 199900223 of the Official Public Records of Travis County, Texas

Dear Mr. Salm:

Attached to this letter is a copy of the agreed form of Blanket Easement for Telecommunications Facilities that 620 Commander's Point, Ltd. intends to execute and deliver in connection with the approval by Travis County, Texas of the vacation of the above referenced 0.248 acres.

Sincerely,
620 COMMANDER'S POINT, LTD., a Texas limited partnership
By: Carper Construction, LLC, a Texas limited liability company, its general partner

By: _____
Donald D. Carper, II, President

SOUTHWESTERN BELL TELEPHONE COMPANY

BLANKET EASEMENT FOR TELECOMMUNICATIONS FACILITIES

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

THAT THIS EASEMENT AGREEMENT is entered into by the undersigned, hereinafter referred to as "**GRANTOR**" (whether one or more), and SOUTHWESTERN BELL TELEPHONE, a Missouri corporation, (hereinafter referred to as GRANTEE"), wherein GRANTOR, in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns (hereinafter collectively referred to as "**GRANTEE**"), a permanent easement (hereinafter referred to as the "**easement**") as described herein below for the purposes hereinafter set forth, upon, across, over, above, under and within GRANTOR'S tract of land located in Travis County, Texas, (hereinafter called the "**Property**"), and described as follows, to wit:

0.248 acres, being a portion of the Mansfield Dam Court Right of Way, out of the Wiley Hudson Survey 472 and W. P. Moore Survey 530, said Property being adjacent to Lot 1-A of Resubdivision of Lot 1, Sunday House Subdivision, as recorded in Document No. 199900223 of the Official Public Records of Travis County, Texas, and more fully described on **Exhibit A** attached hereto and incorporated herein for all purposes.

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

It is distinctly understood that this agreement does not constitute a conveyance of the Property, nor of the minerals therein and thereunder, but grants only a right-of-way and easement subject to the following:

(a) This easement is granted for the specific purpose of permitting GRANTEE to construct, operate, place, maintain, lay, inspect, protect, repair, alter, substitute, relocate, replace, and remove such electrical and telephone, telegraph, signal and other telecommunications systems and lines, circuits, and conduits, together with such other necessary appurtenances thereto (collectively, the "**Telecommunications Facilities**"), as GRANTEE, its successors and assigns, may from time to time require upon, across, over, above, under and within the Property; the right of pedestrian and vehicular ingress to and egress from said easement utilizing all reasonable routes across the Property; the right to clear and keep cleared trees, brush, and all other obstructions from the surface and subsurface of

said easement, subject to the exceptions stated herein; and, the right to install, maintain, and use gates in fences which cross said easement.

(b) The easement granted herein shall be a blanket easement, it being understood that the location of said Telecommunications Facilities shall be mutually agreed upon between the parties hereto, or their successors, successors in interest, and assigns, prior to the commencement of the Telecommunications Facilities construction activities by GRANTEE within the Property.

(c) GRANTEE acknowledges the current existence of various improvements within the Property including, without limitation, paving, a gate and signage (collectively, the "**Existing Improvements**") and GRANTOR, its/their successors and assigns, shall have the right to continue to use, maintain, replace and add to the Existing Improvements. In addition, GRANTEE, its/their successors and assigns shall have the right to further use the surface and subsurface of the easement herein granted insofar as use does not unreasonably impair, interfere with or obstruct the use of the easement by GRANTEE, or its successors and assigns.

(d) During the period of installation of Telecommunications Facilities by GRANTEE within the easement herein granted, GRANTEE shall have the right to use as temporary construction easements so much of the surface of the Property as may be reasonably necessary for GRANTEE'S construction and installation of said Telecommunications Facilities, provided that such use does not interfere with the Existing Improvements or the vehicular and pedestrian access currently used by GRANTOR, its/their successors, assigns and other third parties, over and across the Property. Following the initial installation of GRANTEE'S Telecommunications Facilities, and also after any later operation or occurrence done or caused to be done by GRANTEE which affects the Property or any part thereof, GRANTEE shall promptly restore the Existing Improvements, grounds and roadways affected thereby to as nearly as practicable the same condition they existed prior to such construction operation or occurrence. Upon completion of installation of said Telecommunications Facilities, this easement shall revert to an area five feet on all sides of the actual installed location of the facilities.

(e) Promptly following the installation of the Telecommunications Facilities, and any subsequent related work contemplated by the terms of this Easement Agreement, GRANTEE will undertake all necessary measures to repair and restore the Property to the condition it was found before such work commenced, including, but not limited to, (i) loading and removing from the Property all construction debris; (ii) repairing, restoring and replacing the Existing Improvements, and (iii)

revegetating any previously vegetated area damaged or destroyed in connection with such work.

(f) The right-of-way and easement granted hereby is subject to all (i), if any, valid and subsisting oil, gas, sulfur, and mineral lease or leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record in the appropriate records of Travis County, Texas which affect the easement and (ii) Existing Improvements.

(g) GRANTOR warrants that he/she/they are the owners of the Property occupied by the easement herein granted, and that GRANTOR has the right to make this conveyance and receive the consideration therefor. GRANTOR covenants that GRANTEE, its successors and assigns, may quietly enjoy the easement for the uses herein stated. In addition, GRANTOR hereby warrants and represents he/she/they have no knowledge of the existence of past or present production, storage, treatment or disposal of any toxic or hazardous waste or substance, or of hazardous/toxic waste contamination conditions applicable to either the easement or the property described herein, including, but not limited to "hazardous substances" or "toxic substances" as defined by the Comprehensive Environment Resource Compensation and Liability Act of 1980, as amended, and the Hazardous Material Transportation Act, as amended.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto belonging, unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind its self, and its heirs and assigns, to warrant and forever defend all and singular the easements unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under GRANTOR, but not otherwise.

SIGNED AND EXECUTED this 8th day of June, 2009.

620 Commander's Point, Ltd.,
a Texas limited Partnership
By: Carper Construction, LLC, a
Texas limited liability company, General Partner

Signature:

Donald Carper II, President
Print Name/Title

Thomas J Davies
Witness: Teresa M Messina

Signature

Print Name/Title

TERESA MESSINA
Notary Public, State of Texas
My Commission Expires
October 27, 2010

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Travis

BEFORE ME, the undersigned authority, on this day personally appeared Donald Carpes II, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office this the 8th day of June AD 2009

Teresa M Messina

TERESA MESSINA
Notary Public, State of Texas
My Commission Expires
October 27, 2010

Notary Public in and for Travis County, Texas

My commission Expires 10-27-2010

EXHIBIT A

Property Description

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE WILEY HUDSON SURVEY NO. 472 AND W.P. MOORE SURVEY NO. 530, TRAVIS COUNTY, TEXAS; BEING A PORTION OF THE MANSFIELD DAM COURT RIGHT-OF-WAY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cotton spindle set on the curving north right-of-way line of Mansfield Dam Court at the southwest corner of Lot 1-A of Resubdivision of Lot 1 Sunday House Subdivision, as recorded in Document No. 199900223 of the Official Public Records of Travis County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the north right-of-way line of Mansfield Dam Court, along a curve to the right an arc distance of 178.10 feet, having a radius of 1,212.60 feet and a chord which bears S75°30'38"E a distance of 177.94 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of reverse curvature at the intersection with the west right-of-way line of Commanders Point Drive for the northeast corner of this tract;

THENCE S07°55'43"E a distance of 72.09 feet to a point at the most easterly northeast corner of right-of-way as vacated by order abandoning part of Mansfield Dam Road, as recorded in Document No. 2001012707 of the Official Public Records of Travis County, Texas;

THENCE, with a north and east line of said order abandoning part of Mansfield Dam Road, the following two (2) courses:

1) Along a curve to the left an arc distance of 157.09 feet, having a radius of 805.52 feet and a chord which bears N74°22'54"W a distance of 156.84 feet to a point at a point of nontangency for the southwest corner of this tract; and

2) N22°55'43"W a distance of 80.02 feet to the POINT OF BEGINNING,

and containing 0.248 acre of land, more or less.

[redacted]

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 473-9436
Engineering Services FAX (512) 708-4649

Mapsco/Case # 491A, MA-33

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 0Mansfield Dam Court (address) and/or 0.248 acres (legal description) and as described on the enclosed drawing or document. An action of the Commissioner's Court of Travis County is pending your return of this statement; your prompt reply is requested.

STATEMENT

_____ We (Austin Energy) do not have need for an easement on the property described above and on the accompanying document.

* _X_ We (Austin Energy) do have a need for an easement on the property described above and on the accompanying document.

Please see comments below.

Judith E. Fowler
Signature

Judith E. Fowler
Printed Name

Distribution Process Manager
Title

Austin Energy
Utility Company or District

1/22/09
Date

Please return this completed form to:

Thomas Davies
Name
7320 N. MoPac, Suite 211
Address
Austin, Texas 78731
City/State Zip
tdavies@sbaustinlaw.com
Email

COMMENTS:
THE VACATION IS APPROVED SUBJECT TO THE TRAVIS COUNTY COMMISSIONERS RETAINING A PUBLIC UTILITY EASEMENT OVER THE ENTIRE 0.248 ACRE TRACT.

* 6-8-09 Customer granted An Electric Easement.
Austin Energy approves the vacation of the 0.248 acres
Kathy Struthmatter

updated-7-17-09 11:00am

COPY

Easement No.
File No. 515223
Address: 0 Mansfield Dam Ct.
Initials: KMS

UNDERGROUND ELECTRIC UTILITY EASEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

DATE: June 8, 2009

GRANTOR: 620 COMMANDER'S POINT, LTD., a Texas limited partnership

GRANTOR'S ADDRESS: P.O. Box 341299 Austin, Texas 78734

GRANTEE: THE CITY OF AUSTIN

GRANTEE'S ADDRESS: P. O. Box 1088 Austin, Travis County, Texas

PROPERTY: 0.248 acres of land being a portion of the Wiley Hudson Survey No. 472 and W. P. Moore Survey No. 530, Travis County, Texas, as described in **Exhibit A** attached hereto and incorporated herein and being a portion of the Mansfield Dam Court right of way

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, sell and convey to GRANTEE an easement and right of way along, over, under and across that portion of the Property bounded and described on **Exhibit B** and shown on **Exhibit C**, attached hereto and incorporated herein (the "**Easement**"), to place, construct, reconstruct, install, operate, repair, maintain, inspect, replace, upgrade or remove (in whole or in part) underground electric distribution and telecommunications lines and systems and all necessary desirable appurtenances and structures (the "**Facilities**"), to permit underground telephone and cable television lines and systems to be installed, constructed, reconstructed, operated, repaired, inspected, upgraded, replaced or removed (in whole or in part), and maintained in the Easement, and to cut or trim trees and shrubbery and to, pursuant to the terms hereof, remove obstructions as necessary to keep them clear of the Facilities and permit GRANTEE unimpeded access to the Facilities. Upon completion of GRANTEE'S work in the Easement, GRANTEE shall (i) repair any material damage to the Property so as to restore same to substantially the same condition it was in prior to commencement of the

work, but GRANTEE shall not be required to replace any trees, shrubbery or obstructions which GRANTEE removed due to interference with its use of the Easement; (ii) remove all work and construction materials and debris from the Property, such as excavated rocks, wiring and pipe resulting from GRANTEE's work; and (iii) remove any trash from the Property resulting from such work.

GRANTOR may not place, erect or maintain in the Easement (a) any permanent structures, including, but not limited to habitable structures such as homes or offices, (b) any structure of any kind in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structures are erected, nor, (c) without GRANTEE'S prior written consent, any structure, including, but not limited to drainage, filtration or detention ponds, or make changes in grade, elevation or contour of the land which would impair GRANTEE'S access to its Facilities in the Easement for the purposes stated above. GRANTOR shall leave an area extending eight feet in front of all transformer boxes free and clear of all obstructions of every nature.

TO HAVE AND HOLD the same, subject to the terms hereof, perpetually unto GRANTEE and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross, subject to the terms hereof, the Easement to the extent necessary for the foregoing purposes.

GRANTOR, does hereby covenant and bind itself, and its heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the Easement unto GRANTEE, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under GRANTOR, but not otherwise; provided, however that this conveyance is subject to all title exceptions of record affecting the Easement. The provisions of this Easement shall be covenants running with the land and shall inure to the benefit and bind the parties hereto and their personal representatives, heirs, executors, administrators, successors, and assigns. GRANTEE'S acceptance and recording of this Easement constitutes its agreement with the provisions hereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above stated.

(signature on following page)

GRANTOR:

620 COMMANDER'S POINT, LTD.,
a Texas limited partnership

By: Carper Construction , LLC, a Texas limited liability company, General Partner

By: _____
Donald Carper, II, President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 8th day of June, 2009 by Donald Carper, II, in the capacity as the President of Carper Construction, LLC, a Texas limited liability company, General Partner of 620 COMMANDER'S POINT, LTD., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

TERESA MESSINA
Notary Public, State of Texas
My Commission Expires
October 27, 2010

Teresa Messina
Notary Public, State of Texas

Teresa Messina
Notary's Printed or Typed Name

10-27-2010
Notary's Commission Expires

AFTER RECORDING, RETURN TO:
City of Austin - Austin Energy
721 Barton Springs Road
Austin, Texas 78704
Attn: Christine Esparza
Underground Electric Utility Easement
Legal Review 6/15/07

updated-7-17-09 11:00am

EXHIBIT A

Property Description

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE WILEY HUDSON SURVEY NO. 472 AND W.P. MOORE SURVEY NO. 530, TRAVIS COUNTY, TEXAS; BEING A PORTION OF THE MANSFIELD DAM COURT RIGHT-OF-WAY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cotton spindle set on the curving north right-of-way line of Mansfield Dam Court at the southwest corner of Lot 1-A of Resubdivision of Lot 1 Sunday House Subdivision, as recorded in Document No. 199900223 of the Official Public Records of Travis County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the north right-of-way line of Mansfield Dam Court, along a curve to the right an arc distance of 178.10 feet, having a radius of 1,212.60 feet and a chord which bears S75°30'38"E a distance of 177.94 feet to a ½" iron rod set with cap stamped TERRA FIRMA at a point of reverse curvature at the intersection with the west right-of-way line of Commanders Point Drive for the northeast corner of this tract;

THENCE S07°55'43"E a distance of 72.09 feet to a point at the most easterly northeast corner of right-of-way as vacated by order abandoning part of Mansfield Dam Road, as recorded in Document No. 2001012707 of the Official Public Records of Travis County, Texas;

THENCE, with a north and east line of said order abandoning part of Mansfield Dam Road, the following two (2) courses:

1) Along a curve to the left an arc distance of 157.09 feet, having a radius of 805.52 feet and a chord which bears N74°22'54"W a distance of 156.84 feet to a point at a point of nontangency for the southwest corner of this tract; and

2) N22°55'43"W a distance of 80.02 feet to the POINT OF BEGINNING,

and containing 0.248 acre of land, more or less.

updated-7-17-09 11:00am

EXHIBIT B

Easement

DESCRIPTION OF 0.043 ACRES (1,761 SQ. FT.) OF LAND IN THE WILEY HUDSON SURVEY NO. 472, A-371, AND THE W.P. MOORE SURVEY NO. 541, A-2345, TRAVIS COUNTY, TEXAS; BEING A PORTION OF THE OLD R.M. HIGHWAY 620 (A.K.A. MANSFIELD DAM ROAD) RIGHT-OF-WAY SITUATED WEST OF MANSFIELD DAM AND BEING A 0.043 ACRE TRACT, AS SURVEYED BY LOOMIS PARTNERS, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with cap stamped "Terra Firma" found in the north right-of-way line of said old R.M. Highway 620 (A.K.A. Mansfield Dam Road), same being the southwest line of Lot 1-A, Resubdivision of Lot 1 Sunday House Subdivision, a subdivision according to the plat of record in Document No. 199900223, Official Public Records of Travis County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE crossing the said old R.M. Highway 620 (A.K.A. Mansfield Dam Road) right-of-way with the east and south lines of the tract described herein, the following four (4) courses and distances:

1. S 08° 45' 11" E, a distance of 10.70 feet to a calculated point for the southeast corner of the tract described herein;

2. N 77° 54' 29" W, a distance of 121.63 feet to a calculated angle point;

3. S 74° 49' 53" W, a distance of 14.33 feet to a calculated angle point; and

4. N 67° 50' 30" W, a distance of 37.88 feet to a calculated point in the northeast line of a called 5.36 acre tract of land described in the Order Abandoning Part of Mansfield Dam Road of record in Document No. 2001012707, Official Public Records of Travis County, Texas, for the southwest corner of the tract described herein;

THENCE N 23° 37' 27" W with the northeast line of the said 5.36 acre tract, a distance of 14.34 feet to a calculated point for the northwest corner of the tract described herein, from which a mag nail found in the north right-of-way line of said old R.M. Highway 620 (A.K.A. Mansfield Dam Road), for the southeast corner of The Villas at Commanders Point Condominiums, according to the Declaration of Condominium Regime of record in Document No. 2001036150 and amended in Document No. 2001087327, 2002220133 and 2003095548, Official Public Records of Travis County, Texas, same being the southeast corner of Lot 1, Block A, The Mansfield Subdivision, a subdivision according to the plat of record in Plat Book 99, Pages 231-235, Plat Records of Travis County, Texas, being the southwest corner of said Lot 1-A, and being the northeast corner of the said 5.36 acre tract;

THENCE crossing the said old R.M. Highway 620 (A.K.A. Manchaca Dam Road) right-of-way with the north lines of the tract described herein, the following three (3) courses and distances:

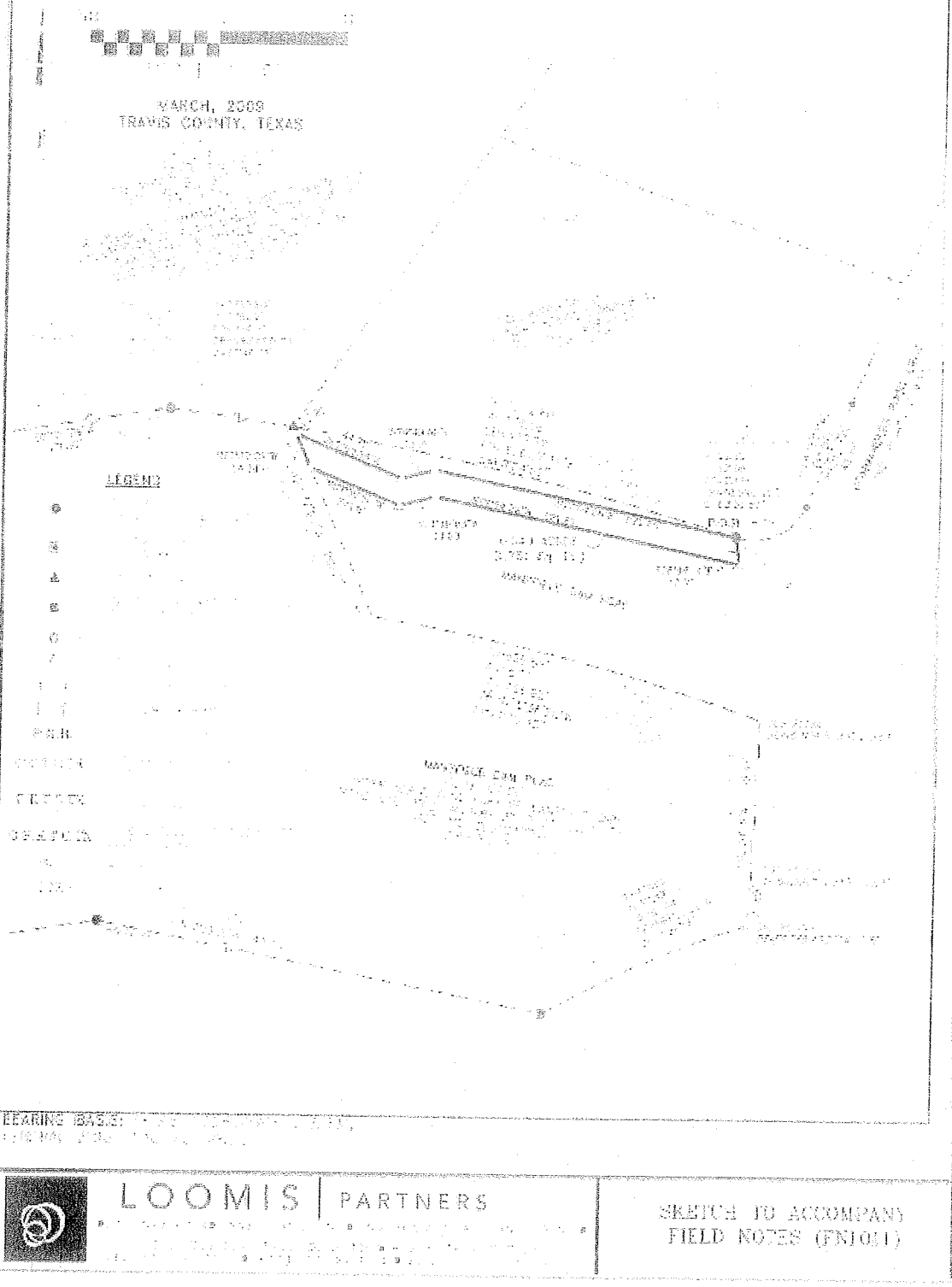
1. S 89° 52' 30" E a distance of 44.75 feet to a calculated angle point;
2. N 74° 49' 53" E a distance of 13.38 feet to a calculated angle point; and
3. S 77° 54' 29" E a distance of 120.25 feet to the POINT OF BEGINNING and containing 0.340 acres of land, more or less.

BEARING BASIS: Texas State Plane, Central Zone, NAD 83, 2nc

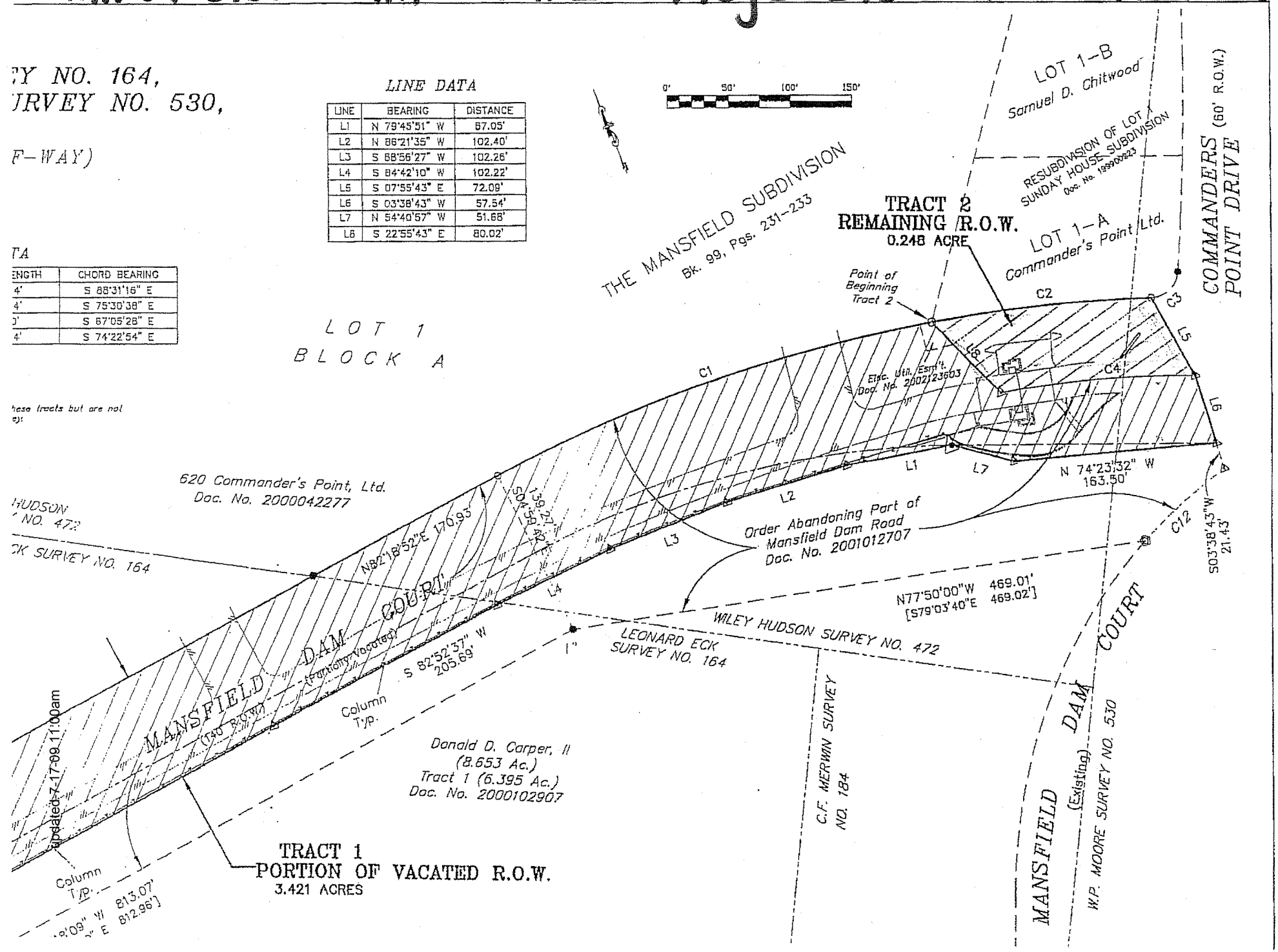
updated-7-17-09 11:00am

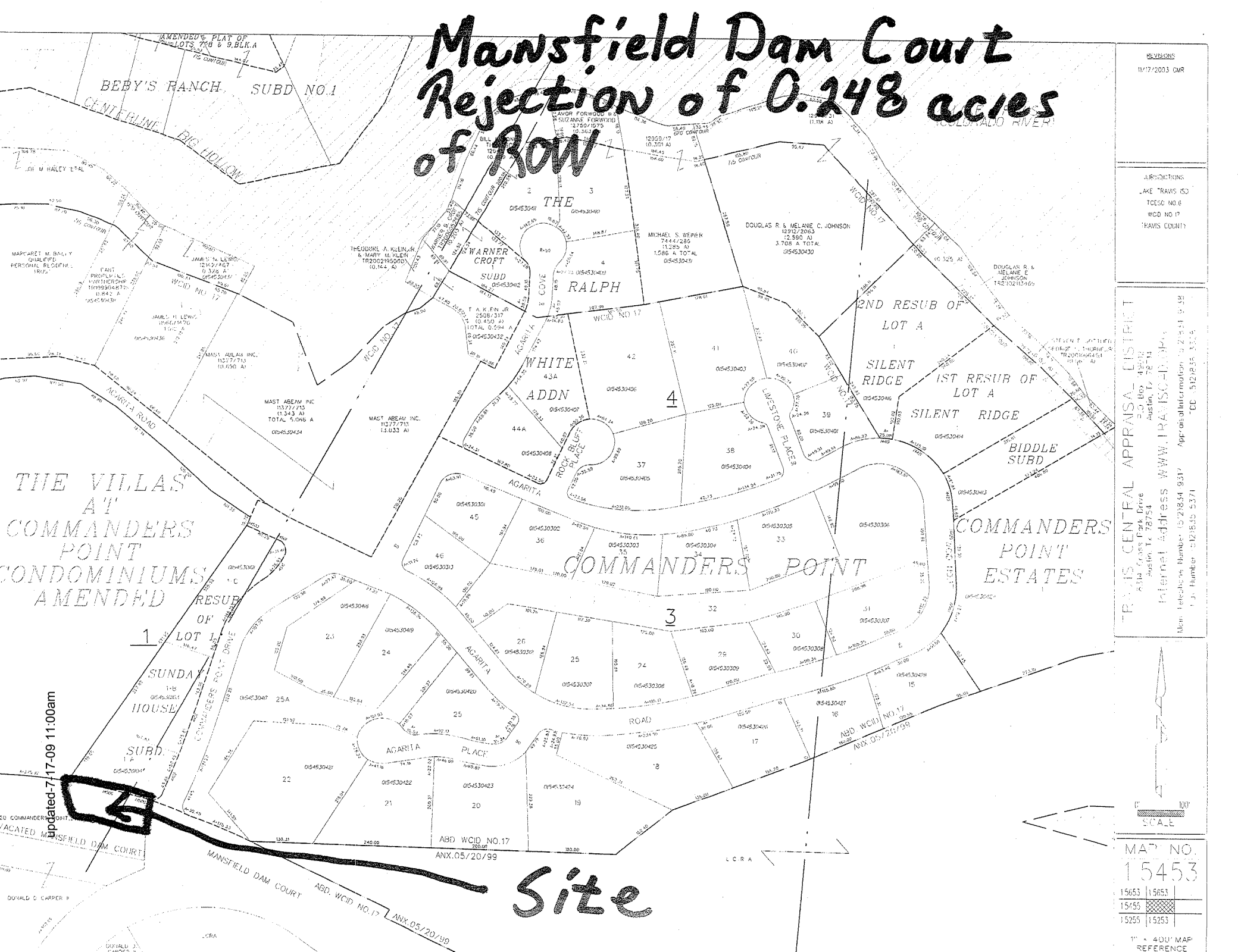
EXHIBIT C

Survey of Easement

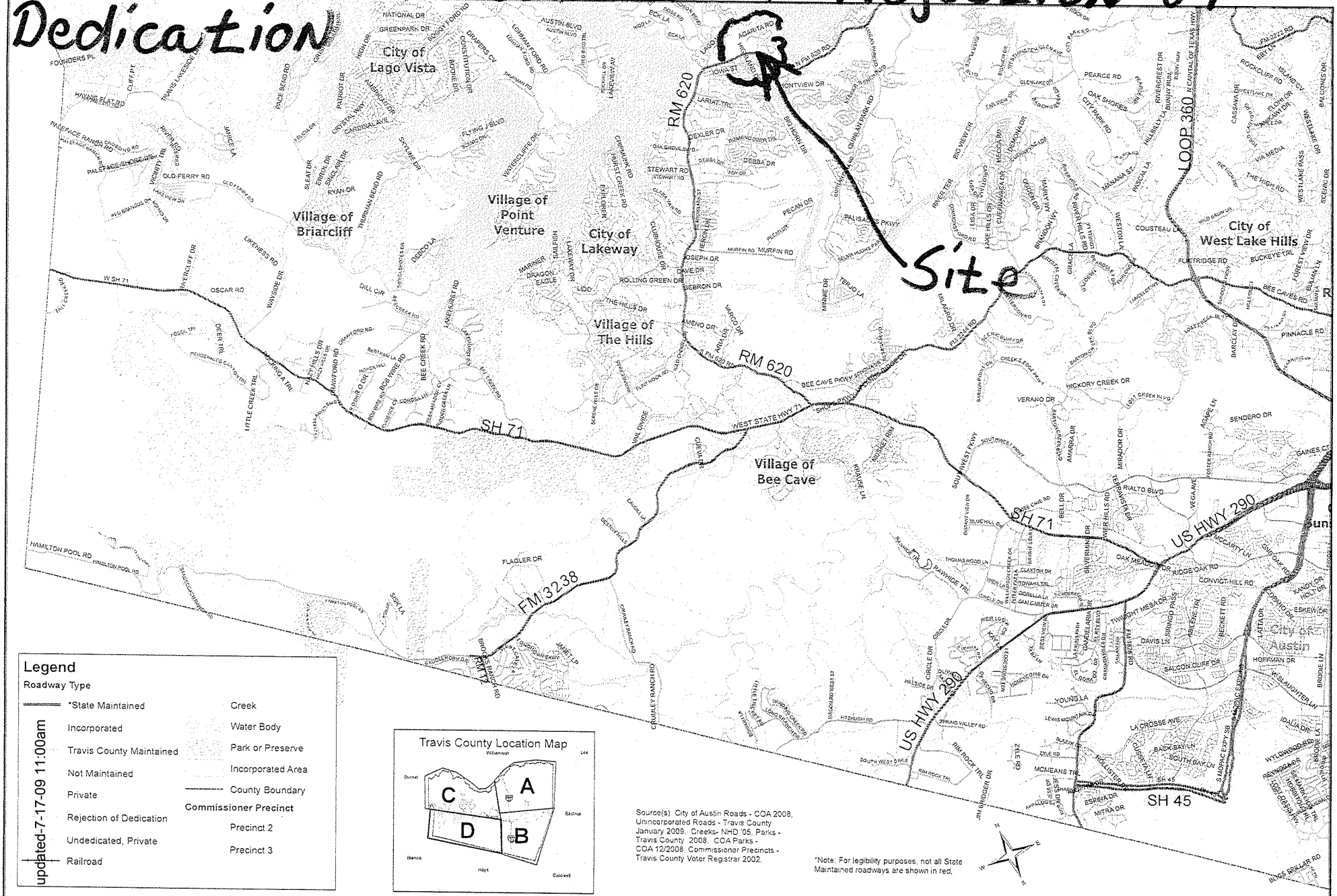


Mansfield Dam Court - Rejection of Tract 2




Mansfield Dam Court
Rejection of 0.248 acres
of ROW
Site
BEBY'S RANCH SUBD NO.1
CENTERLINE BIG HOLLOW
THE VILLAS AT COMMANDERS POINT CONDOMINIUMS AMENDED
COMMANDERS POINT
COMMANDERS POINT ESTATES
WARNER CROFT SUBD
RALPH
WHITE 43A ADDN
2ND RESUB OF LOT A SILENT RIDGE
1ST RESUB OF LOT A SILENT RIDGE
BIDDLE SUBD
AGARITA
AGARITA PLACE
ROCK BLUFF PLACE
LIMESTONE PLACE
ROAD
MANSFIELD DAM COURT
ABD WCID NO.17
ANX.05/20/99
WCID NO.17
LCRA
COLORADO RIVER
Updated-7-17-09 11:00am
REVISIONS
11/17/2003 GMR
JURISDICTIONS
LAKE TRAVIS ISD
TCESD NO.6
WCID NO.17
TRAVIS COUNTY
TRAVIS CENTRAL APPRAISAL DISTRICT
SCALE
MAP NO.
15453
1" = 400' MAP REFERENCE

Mansfield Dam Court ROW-Rejection of Dedication



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

0 1 Miles

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

updated-7-17-09 11:00am

25

Travis County Commissioners Court Agenda Request

Voting Session 7/21/09 (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:

Consider and take appropriate action on:

A. Approve setting a public hearing date for August 25, 2009, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lots 2 and 3, Block B Angel Bay Subdivision. (Revised Plat – 2 Lots – 13.07 acres – Thurman Bend Road – No fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).

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

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

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

Michael Hettenhausen: 854-7563 Dennis Wilson: 854-4217
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUN 30 PM 3:30

updated-7-17-09-11:00am

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.

updated-7-17-09 11:00am

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

BACK-UP MEMORANDUM

June 29, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: For Anna Bowlin, Director, Development Services

SUBJECT: Revised Plat of Lots 2 and 3, Block B Angel Bay Subdivision, Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on:

A. Approve setting a public hearing date for August 25, 2009, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lots 2 and 3, Block B Angel Bay Subdivision. (Revised Plat – 2 Lots – 13.07 acres – Thurman Bend Road – No fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).

SUMMARY AND STAFF RECOMMENDATION:

The property owners of lots 2 and 3 wish to revise the existing plat by relocating the common lot line, which will result in Lot 2B consisting of 8.06 acres and Lot 3B consisting of 5.01 acres. This subdivision is platted from Thurman Bend Road. There are no new public or private streets proposed with this revised plat. Parkland dedication or fees in lieu of dedication are not required for this revised plat.

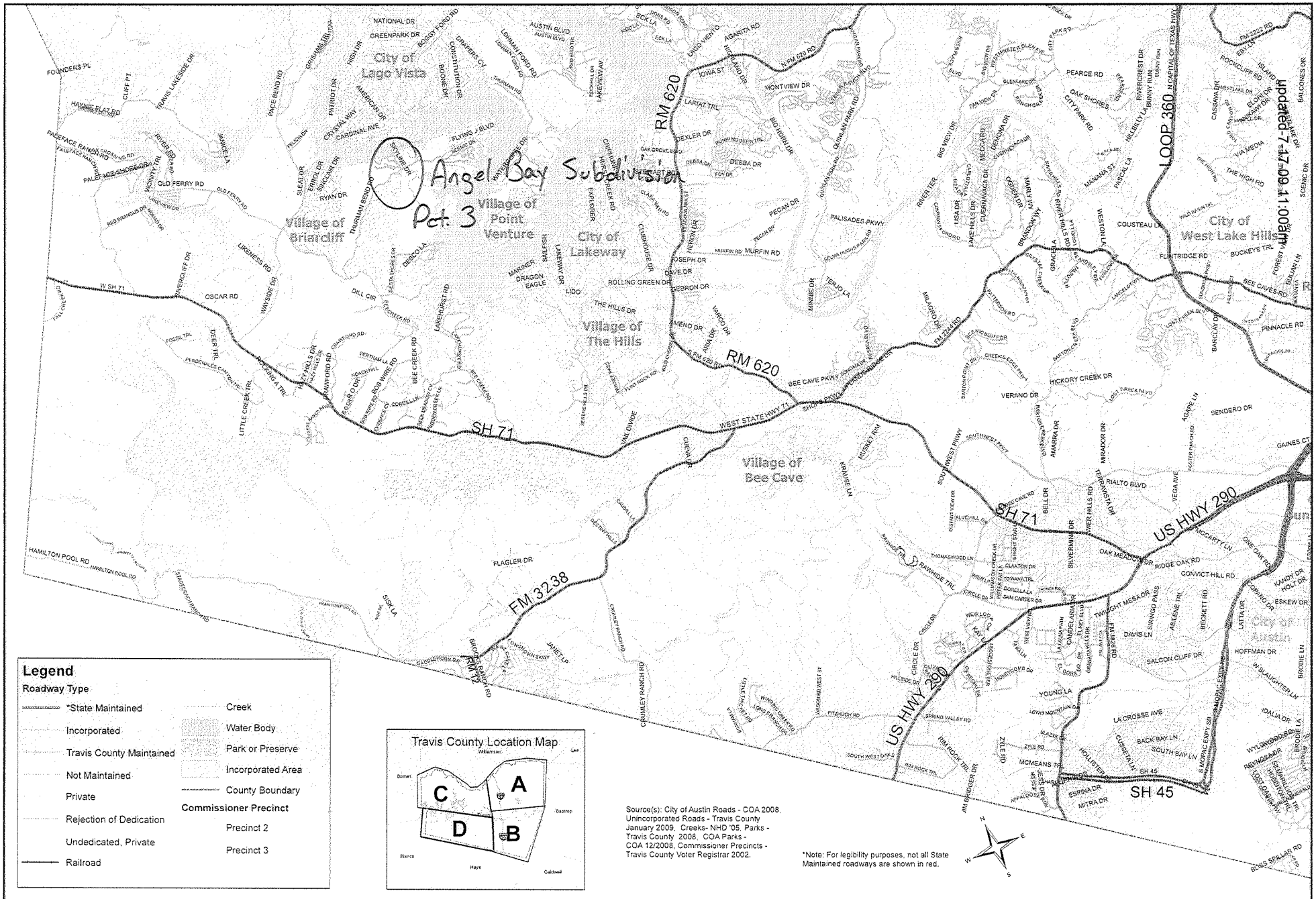
As this plat application meets all Travis County standards, TNR staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:

As part of the requirements for a plat revision, 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



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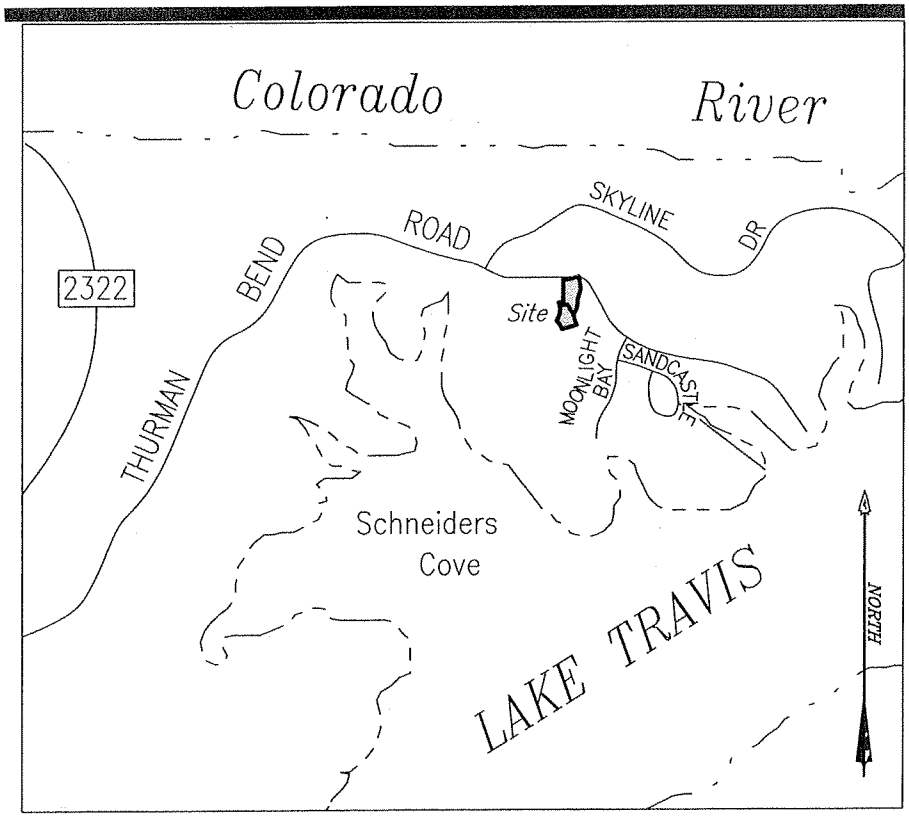
Travis County Roadways, Map D

0 1 Miles

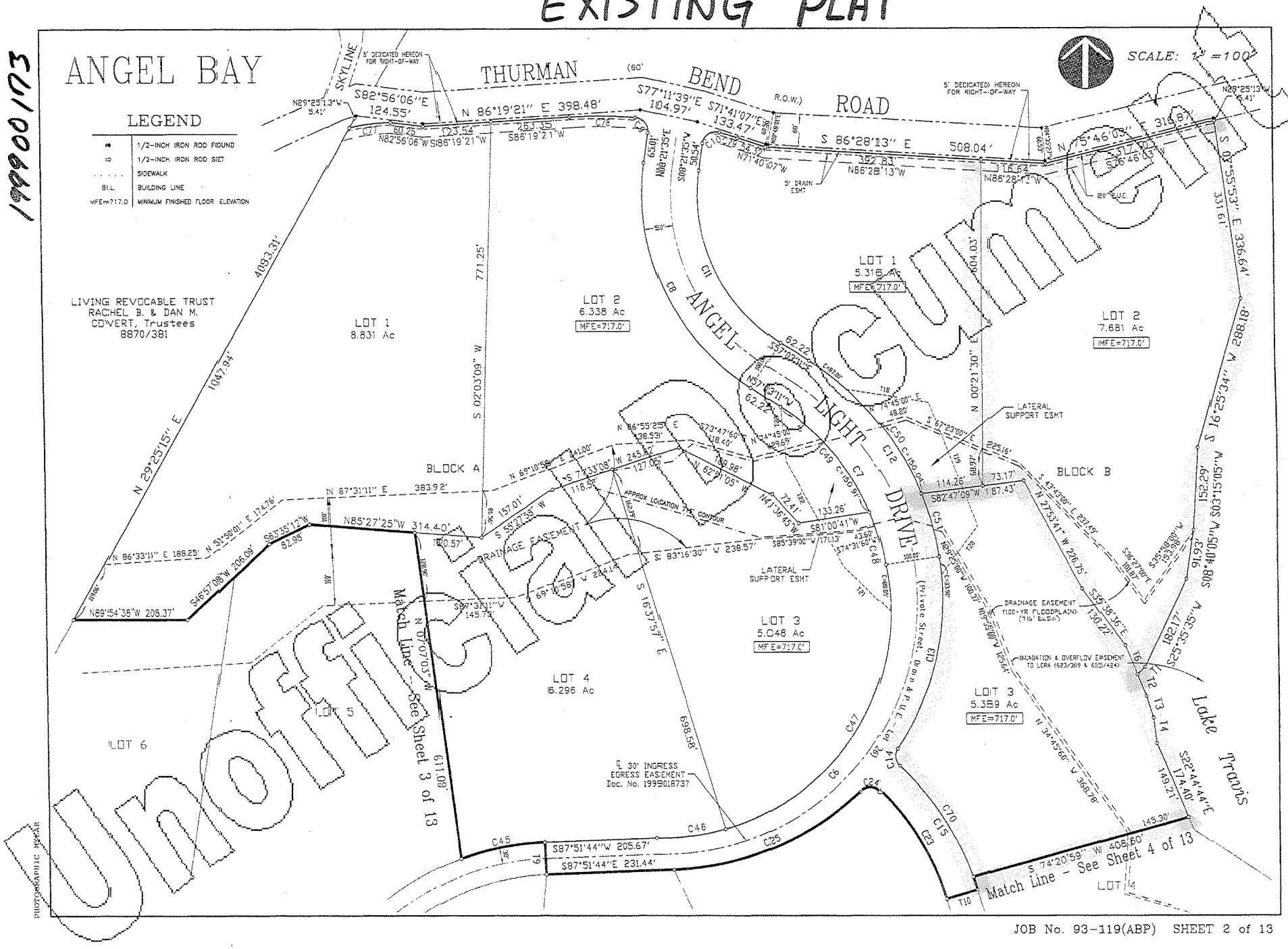
Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 1/7/2009
http://www.co.travis.tx.us/maps

updated-7-17-09 11:00am



VICINITY MAP
(NOT TO SCALE)

EXISTING PLAT

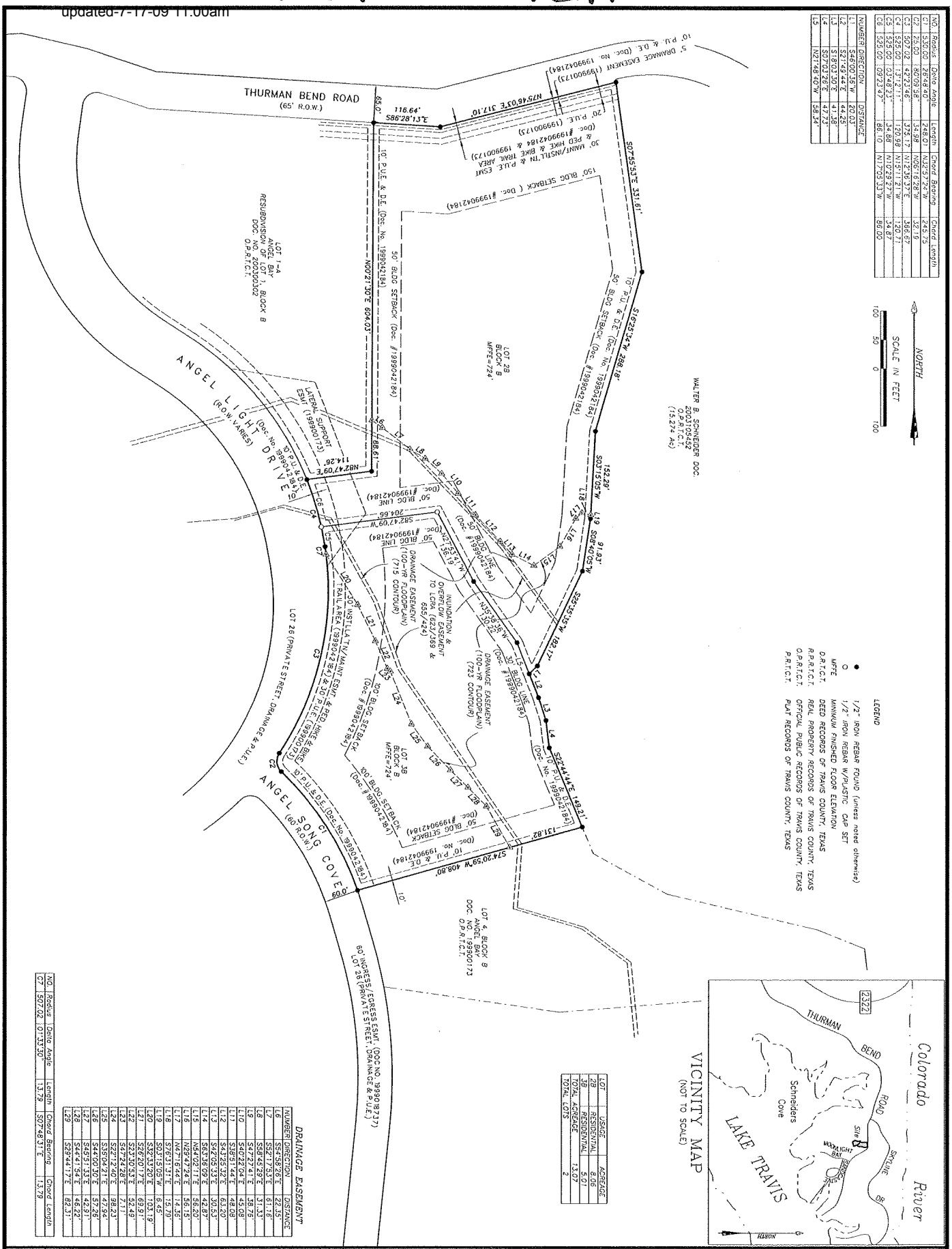


JOB No. 93-119(ABP) SHEET 2 of 13

updated-7-17-09 11:00am

PROPOSED PLAT

updated-7-17-09 11:00am



NO.	Radius	Delta Angle	Length	Chord Bearing	Chord Length
C1	530.00	28°48'40"	266.48	N13°37'25"W	263.69
C2	225.00	90°09'38"	353.98	N08°16'28"W	318.59
C3	507.02	42°23'46"	375.17	N12°36'37"E	366.67
C4	525.00	13°12'11"	120.98	N15°11'21"W	120.71
C5	525.00	03°48'23"	34.88	N01°29'27"W	34.87
C6	525.00	09°23'47"	86.10	N17°05'33"W	86.00

NUMBER	DIRECTION	DISTANCE
L1	S46°00'35"W	20.01'
L2	S21°49'44"E	44.26'
L3	S18°03'30"E	41.38'
L4	S07°03'28"E	47.73'
L5	N27°48'40"W	58.34'

NUMBER	DIRECTION	DISTANCE
L6	S54°56'26"E	22.35'
L7	S52°17'53"E	61.16'
L8	S68°45'29"E	31.33'
L9	S47°27'41"E	38.76'
L10	S40°22'04"E	45.08'
L11	S38°51'44"E	48.08'
L12	S43°25'32"E	63.20'
L13	S42°05'33"E	30.53'
L14	S67°38'09"E	42.87'
L15	N54°02'11"E	56.20'
L16	N29°47'24"E	56.15'
L17	N47°16'44"E	114.36'
L18	S76°31'31"E	15.79'
L19	S07°31'32"E	84.45'
L20	S22°12'40"E	98.23'
L21	S35°04'21"E	47.94'
L22	S44°00'30"E	57.26'
L23	S45°51'33"E	42.91'
L24	S44°41'54"E	46.22'
L25	S39°44'17"E	82.31'
L26	S35°30'53"E	52.48'
L27	S28°20'17"E	69.91'
L28	S23°30'53"E	74.11'
L29	S24°24'28"E	98.23'

NO.	Radius	Delta Angle	Length	Chord Bearing	Chord Length
C7	507.02	01°33'30"	13.79	S07°48'31"E	13.79

LOT	USAGE	ACREAGE
2B	RESIDENTIAL	8.06
3B	RESIDENTIAL	5.01
TOTAL ACREAGE		13.07
TOTAL LOTS		2

VICINITY MAP
(NOT TO SCALE)

REVISED PLAT OF LOTS 2 AND 3, BLOCK B, ANGEL BAY

PROJECT NAME: M99109 ANGEL BAY
JOB NUMBER: 230-09-1
DATE: 06/25/09
SCALE: 1" = 100'
DRAWING FILE PATH: 2300903.DWG
FIELDNOTE FILE PATH: L:\McAngus\M99109 ANGEL BAY\DWG\
RPLS: JB | TECH: HAB | PARTYCHIEF: DR
CHECKED BY: JB | FIELDBOOK:

DRAWING NAME: 2300903.DWG

SHEET 1 of 2

LANDESIGN SERVICES, INC.
512-238-7901
533 ROUND ROCK WEST DR.
ROUND ROCK, TEXAS 78681

updated-7-17-09 11:00am

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

KNOW ALL MEN BY THESE PRESENTS: THAT SCOTT ATLAS, OWNER OF LOT 2, BLOCK B, ANGEL BAY, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 199900173 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BY DEED RECORDED IN DOCUMENT NO. 2005074398 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THOMAS J. CLEARY ONWER OF LOT 3, BLOCK B, ANGEL BAY, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 199900173 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BY DEED RECORDED IN DOCUMENT NO. 2008159194 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY AMEND LOTS 2 & 3, BLOCK B, IN ACCORDANCE WITH THE ATTACHED PLAT, PURSUANT TO CHAPTER 232.009 OF THE TEXAS LOCAL GOVERNMENT CODE IN ACCORDANCE WITH ATTACHED PLAT TO BE KNOW AS

"REVISED PLAT OF LOTS 2 AND 3, BLOCK B, ANGEL BAY"

SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND DEDICATES TO THE ANGEL BAY HOMEOWNERS ASSOCIATION, INC., A TEXAS CORPORATION, ALL OTHER STREETS AND COMMON AREAS SHOWN ON SAID PLAT FOR THE USE OF THE LOT OWNERS OF ANGEL BAY AND DOES HEREBY GRANT AN EXPRESS NON-EXCLUSIVE EASEMENT ACROSS ALL PRIVATE ACCESS EASEMENTS AND PRIVATE STREETS SHOWN ON THIS PLAT FOR USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND/OR NON-VEHICULAR, INCLUDING FIRE AND POLICE PROTECTION SERVICES, SOLID AND OTHER WASTE MATERIAL PICK-UP AND ANY OTHER PURPOSES ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY, AND DOES FURTHER AGREE THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF ANY SAID EASEMENTS AND PRIVATE STREETS AS A RESULT OF GOVERNMENTAL VEHICLES TRAVERSING OVER THE SAME. THE EASEMENT DEDICATED BY THE PRIOR SENTENCE IS SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED. THE RESPONSIBILITY OF MAINTENANCE OF AND LEVYING ASSESSMENTS FOR MAINTENANCE OF THE PRIVATE STREETS, SHOWN AS SHALL BE VESTED IN THE ANGEL BAY HOMEOWNERS' ASSOCIATION, INC. THE PROPERTY OWNERS ASSOCIATION FOR ANGEL BAY.

SCOTT ATLAS 700 LOUISIANA STREET SUITE 1600 HOUSTON, TEXAS 77002	THOMAS J. CLEARLY 1331 LIKENESS ROAD SPICEWOOD, TEXAS 78669
______________ DATE	______________ DATE

STATE OF TEXAS }}
COUNTY OF TRAVIS }}
NOTARY'S STATEMENT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SCOTT ATLAS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND, THIS THE ______ DAY OF ____________, 200_.

____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: ______________

MY COMMISSION EXPIRES: ____________

STATE OF TEXAS }}
COUNTY OF TRAVIS }}
NOTARY'S STATEMENT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THOMAS J. CLEARLY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND, THIS THE ______ DAY OF ____________, 200_.

____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: ______________

MY COMMISSION EXPIRES: ____________

LAND SURVEYOR'S STATEMENT

THAT I, JOSEPH BEAVERS, A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

______________ ______________
JOSEPH BEAVERS, R.P.L.S. NO. 4938 DATE
LANDESIGN SERVICES, INC.
555 ROUND ROCK WEST DRIVE
BLDG. D, SUITE 170
ROUND ROCK, TEXAS 78681
(512) 238-7901

ENGINEER'S STATEMENT

THIS PROPERTY IS WITHIN ZONE AE – BASE FLOOD ELEVATIONS DETERMINED, ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 48453C0195H, EFFECTIVE SEPTEMBER 26, 2008, ISSUED BY FEMA FOR TRAVIS COUNTY, TEXAS.

I, ROBERT C. THOMPSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

______________ ______________
ROBERT C. THOMPSON, P.E. NO. 69524 DATE
P.O. BOX 160062
AUSTIN, TEXAS 78716

STATE OF TEXAS }}
COUNTY OF TRAVIS }}

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ______ DAY OF ______________, 20____ A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ____, DAY OF __________, 20____, A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS.

____
DEPUTY

STATE OF TEXAS }}
COUNTY OF TRAVIS }}

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ______ DAY OF __________ 20___, A.D. AT __________ O'CLOCK ___M. OF SAID COUNTY AND STATE IN DOCUMENT NO. ______________. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ____, DAY OF __________, 20____, A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS.

____
DEPUTY

NOTES FROM PREVIOUS PLAT OF ANGEL BAY, DOCUMENT NO. 199900173, ORIGINAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

1. TRAVIS COUNTY SITE DEVELOPMENT PERMITS ARE REQUIRED PRIOR TO ANY SITE DEVELOPMENT.

2. WATER WELLHEADS SHALL BE LOCATED A MINIMUM OF 5' FROM THE R.O.W. AND PROPERTY LINES.

3. PROPERTY OWNERS SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AS NECESSARY AND SHALL NOT PROHIBIT ACCESS TO TRAVIS COUNTY.

4. NO RESIDENCE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PRIVATE WATER AND WASTEWATER SYSTEMS AS APPROVED BY THE GOVERNING HEALTH OFFICIAL.

5. ALL INTERNAL STREETS ARE PRIVATE STREETS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, SEE DOCUMENT NO. 1999035407, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

6. MINIMUM FINISHED FLOOR ELEVATION FOR ALL STRUCTURES SHALL BE 1 (ONE) FOOT ABOVE THE ELEVATION OF THE 100-YEAR FLOOD PLAIN AS SHOWN HEREON, 724.00 MSL.

7. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.

8. DEVELOPMENT WHICH EXCEEDS 20% IMPERVIOUS COVER, WHEN CALCULATED AGAINST THE TOTAL PROPERTY, SHALL CONTROL THE INCREASED STORMWATER.

9. L.C.R.A. DEVELOPMENT PERMITS ARE REQUIRED FOR ALL CONSTRUCTION IN THIS SUBDIVISION.

10. ALL DRIVEWAY CULVERTS SHALL BE A MINIMUM OF 18 INCHES IN DIAMETER.

11. THERE IS A 30 FOOT PUBLIC UTILITY EASEMENT DEDICATED HEREIN ACROSS LOTS 1 & 2, BLOCK A AND LOTS 1 & 2, BLOCK B ALONG AND CONTIGUOUS WITH THURMAN BEND ROAD.

12. THERE IS A 30 FOOT PUBLIC UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS FRONTING ON ANGEL LIGHT DRIVE AND ANGEL SONG COVE.

COMMISSIONERS COURT NOTES

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS SPLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNERS(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS ("THE IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON TH OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMITS, STOP SIGN, AND YIELD SIGN, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPERS CONSTRUCTION.

NOTES:

1. BENCHMARK:

A. NO. 1 – 60D NAIL IN 16" LIVE OAK ON LOT 2, BLOCK A @ INTERSECTION OF THURMAN BEND ROAD AND ANGEL LIGHT DRIVE. ELEV. = 808.83'
B. NO. 2 – 60D NAIL IN 15" LIVE OAK ON LOT 25, BLOCK B @ INTERSECTION OF ANGEL LIGHT DRIVE. ELEV. = 714.92'

2. A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.

3. PRIOR TO CONSTRUCTION ON ANY LOT HABITAT MITIGATION WILL BE REQUIRED. CONTACT THE TRAVIS COUNTY ENVIRONMENTAL SPECIALIST AT 512-854-7215, OR U.S. FISH AND WILDLIFE AT 512-490-0057.

4. WATER SERVICE FOR ALL LOTS IN THIS SUBDIVISION WILL BE PROVIDED BY PRIVATE WELL.

5. WASTEWATER WILL BE PROVIDED BY ON SITE SEPTIC FACILITIES.

6. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.

7. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.

8. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND HIS/HER ASSIGNS.

9. L.C.R.A. NON-POINT SOURCE RESTRICTIONS ARE RECORDED IN DOCUMENT NO. 1999035408 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

L.C.R.A. NPS RESTRICTIONS

THE L.C.R.A NPS AREA ARE FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF WATER RUNOFF FROM DEVELOPED LAND. THE NATIVE LAND OR MANAGEMENT PRACTICES WITHIN THE L.C.R.A. NPS AREAS ARE TO HELP MAINTAIN CLEAN WATER IN OUR CREEKS, RIVERS AND LAKES. NO STRUCTURES OR IMPROVEMENTS, OTHER THAN NATIVE PLANTS ENHANCEMENT OR MAINTENANCE TO THE AREA IN ACCORDANCE WITH THE L.C.R.A RULES, MAY OCCUR WITHIN THE L.C.R.A. NPS AREAS WITHOUT SPECIFIC AUTHORIZATION AND APPROVAL IN WRITING FOR THE LOWER COLORADO RIVER AUTHORITY (LCRA), ITS SUCCESSORS, OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH AUTHORITY TO PERMIT SUCH IMPROVEMENTS FOR THE PROTECTION OF THE ENVIRONMENT. THE AREAS SHALL BE MAINTAINED BY EACH LOT OWNER BY PRESERVING AND RESTORING NATIVE GRASS VEGETATION ONLY. THE AREAS MAY NOT BE AMENDED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF L.C.R.A., ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH PROPER AUTHORITY.

ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S LAKE TRAVIS NONPOINT SOURCE POLLUTION CONTROL ORDINANCE, SHOULD AND LOT BE PROPOSED FOR A USE OTHER THAN SINGLE-FAMILY RESIDENTIAL, AN L.C.R.A. NPS DEVELOPMENT PERMIT, ITS SUCCESSORS OR ASSIGNS, MY BE REQUIRED.

L.C.R.A. NOTE:

ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-800-776-5272, EXTENSION 2324 FOR MORE INFORMATION.

EACH AND EVERY ON-SITE SEWAGE FACILITY INSTALLED WITHIN THIS SUBDIVISION MUST BE PERMITTED, INSPECTED AND LICENSED FOR OPERATION UNDER THOSE TERMS, STANDARDS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND LOWER COLORADO RIVER AUTHORITY AS ARE IN EFFECT AT THE TIME SUCH APPLICATIONS FOR PERMITS AND LICENSING ARE MADE. THESE LOTS MAY REQUIRE PROFESSIONAL DESIGNED WASTEWATER DISPOSAL SYSTEMS DUE TO TOPOGRAPHICAL, GEOLOGICAL AND WATER WELL CONSIDERATIONS.

____
LCRA OSSF REPERSENTATIVE

E.T.J. NOTE

THIS SUBDIVISION IS NOT LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUSTIN, THIS THE ______ DAY OF __________, 20____.

____
VICTORIA J. LI, P.E. DIRECTOR
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT

LANDESIGN SERVICES, INC.
512-238-7901
555 ROUND ROCK WEST DR.
ROUND ROCK, TEXAS 78681

LANDESIGN SERVICES, INC. LAND SURVEYORS EST. 2002

REVISED PLAT OF LOTS 2 AND 3, BLOCK B, ANGEL BAY

PROJECT NAME: M99109 ANGEL BAY	
JOB NUMBER: 230-09-1	
DATE: 06/25/09	SCALE: 1" = 100'
DRAWING FILE PATH: 2300903.DWG	
FIELDNOTE FILE PATH: L:\McAngue\M99109 ANGEL BAY\DWGS	
RPLS: JB	TECH: HAS / PARTYCHIEF: DR
CHECKED BY: JB	FIELDBOOKS:

DRAWING NAME
2300903.DWG

SHEET
2 of 2

updated-7-17-09 11:00am

Agenda Item No. 1

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session July 21, 2009 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, President
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text: Consider and take appropriate action on request to add Yolanda Reyes as an individual authorized to access the Texas Department of Housing and Community Affair's Contract System for HOME Tenant Based Rental Assistance Contract No. 10001101.

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

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
___ Additional funding for any department or for any purpose
___ Transfer of existing funds within or between any line item
___ Grant

Human Resources Department (473-9165)
___ A change in your department's personnel (reclassifications, etc)

Purchasing Office (473-9700)
___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

updated-7-17-09 11:00am

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: July 21, 2009

TO: Board of Directors

FROM: Harvey L. Davis, Manager

SUBJECT: Tenant Based Rental Assistance Program ("TBRA") Program

Summary and Background Information:
The purpose of this agenda item is to add Yolanda Reyes as a Contract Administrator. Ms. Reyes has been the Office Manager for the Planning and Budget department for over 2 ½ years. We request the Board's permission to permit Ms. Reyes to assist in the administration of the TBRA contact. She completed one-day implementation training for the grant on July 8th.

Ms. Reyes will prepare rent checks, and approve set-ups on the contract system in coordination with staff and the county's family support services.

Implementation of the TBRA Program will be a joint effort between Travis County Housing Finance Corporation and the Travis County Health & Human Services' Family Support Services. The Corporation will be responsible for disbursement of funds and ensure program compliance with TDHCA and HUD rules. FFS will implement the family self-sufficiency program and interact with tenants that participate in the TBRA program.

TDHCA requires us to identify the Contract Administrators. Last May the Board approved the following be appointed as Contract Administrators:

1. Administrator authorized to execute a contract: Judge Samuel T. Biscoe, President
2. Individual responsible for day-to-day program management and reporting: Harvey L. Davis, with Mary Mayes and Mike Gonzalez acting as back up in the absence of Mr. Davis.
3. Individuals authorized to enter data and approve set-ups: Harvey L. Davis, Mary Mayes or Mike Gonzalez. The consultant will be authorized to enter data only.
4. Individual authorized to approve draws: Harvey Davis, Mary Mayes or Mike Gonzalez.
5. Consultant: Jane Prince-Maclean, Case Management Coordinator, Family Support Services.
6. Environmental Clearance: Christy Moffett and Mariana Salazar, CDBG Planners, Travis County HHS/VS

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Sherri Fleming, Executive Manager, Health and Human Services
Jane Prince-Maclean, Case Manager, Health and Human Services
Cliff Blount, Esq.
Mary Mayes, Assistant Manager
Miguel Gonzalez, Sr. Financial Analyst

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

updated-7-17-09 11:00am

Contract System Access Request Form

EQUAL HOUSING OPPORTUNITY

Administrator Name: Travis County Housing Finance Corporation	Administrator Phone Number: 512-854-4743
Physical Address (street, city, zip): 314 W. 11th Street, Room 540, Austin, Texas 78701	
Mailing Address: P.O. Box 1748, Austin, Texas 78767-1748	Email: harvey.davis@co.travis.tx.us
HOME Contract Number: 10001101	Administrator Tax ID #: 74-2251757
Administrator's Fiscal Year Begins: October 1st.	Administrator's Fiscal Year Ends: Sept. 30th

Contract Execution

Individual authorized to execute a contract on behalf of Contract Administrator.

Also has authority to enter and approve project set-ups and draw requests.

Name: Samuel T. Biscoe		Title: President
Phone: 512-854-9555	Fax: 512-854-9535	Email: sam.biscoe@co.travis.tx.us

I certify that all individuals identified in this document are authorized to perform the functions as specified.

Signature of Authorized Administrator Representative _____ Date _____

Certifying Officer for Environmental Clearance

Individual responsible for ensuring completion of required Environmental Clearance procedures.

(Must have legal authority to represent Contract Administrator in a Court of Law.)

Name:	☐ Add	☐ Remove	Title:
Phone:	Fax:		Email:
Signature:			Date:

Data Entry and Approval Authorizations

Individuals authorized to enter and approve project set-ups or draw requests.

Note: An individual who enters an activity set-up or draw request cannot be the same individual who approves that transaction.

Name 1: Yolanda Reyes	☒ Add	☐ Remove	Title: Office Manager
Phone: 512-854-9106	Fax: 512-854-4718		Email: Yolanda.reyes@co.travis.tx.us
Signature: Yolanda Reyes			Date: 7/14/09
Name 2:	☐ Add	☐ Remove	Title:
Phone	Fax:		Email:
Signature:			Date:
Name 3:	☐ Add	☐ Remove	Title:
Phone:	Fax:		Email
Signature:			Date:

Consultant Information and Authorization

Note: Consultants may enter data into TDHCA Contract System, but may NOT approve either set-ups or draw requests.

Organization Name and Address:			
Phone:	Fax:		Email:
Individual Authorized to Perform Data Entry:	☐ Add	☐ Remove	Title:
Consultant Signature:			Date:

WARNING: TITLE 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

updated-7-17-09 11:00am

Agenda Item No. 1

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session July 21, 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 two invoices from the wellness budget.

Approved by: _____
Signature of Samuel T. Biscoe, President

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
___ Additional funding for any department or for any purpose
___ Transfer of existing funds within or between any line item
___ Grant

Human Resources Department (473-9165)
___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

updated-7-17-09 11:00am

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

DATE: July 21, 2009

TO: Board of Directors

FROM: Harvey L. Davis, Manager

SUBJECT: Wellness Program

Summary and Background Information:

The wellness program requests Board approval to pay Lee McCormick ($550.00) and Emerson Trager ($400.00) for group training services.

The current balance for the wellness budget line item is $6,018.20 (and $5,068.20 if the invoices are approved).

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Dan Mansour, Risk and Benefits Manager
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Miguel Gonzalez, Sr. Financial Analyst

updated-7-17-09 11:00am

Human Resources Management Department

HRMD

RECEIVED
09 JUL 13 AM 8:04
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

1010 Lavaca Street • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX (512) 854-9757

July 9, 2009

TO: Harvey Davis, Corporations Administrator

FROM: Dan Mansour, Risk and Benefits Manager

SUBJECT: Wellness Program Expense

Please prepare an agenda item to approve payment for the onsite Group Exercise trainers. This is a 10 week, 19 sessions cardio program put in place for our employees to get active and stay fit.

Per the attached invoices, I am requesting two checks to be issued as follows:

Lee McCormick $ 550.00 (11 units @$50)
Emerson Trager $400.00 (8 units @$50)

Please let me know if you need additional information.

updated-7-17-09 11:00am

DYNAMIC SPEED
"Hard Work Pays- Off"

14400A Charles Dickens Dr.
Pflugerville, Tx 78660
512.748.8470
512.669.9938

INVOICE

TO:
Travis County Human Resource
1010 Lavaca St.
Austin, TX
512.854.9239

HOURS		DESCRIPTION	UNIT PRICE	TOTAL
12	~~10~~ 11 sessions	Strength & Conditioning Training (~~10~~ 11, 30 min. sessions)	~~10~~ 11 units @$50	~~$950.00~~ $550.00
		Cpt 97545		
		Dates of services		
		3-25-09 through 5-27-09		

SUBTOTAL	
SALES TAX	0.0
SHIPPING AND HANDLING	0.0
OTHER	
TOTAL	~~$950.00~~ 4550.00

1. Copies of invoice will be updated monthly.
2. Unit price can be adjusted in accordance with the number of employees, entering the program.
3. Please notify me immediately if employee number changes and more units are needed.
4. Send all correspondence to:
   Lee Vesta McCormick
   14400A Charles Dickens Dr.
   Pflugerville, Tx 78660
   512.748.8470
   512.669.9938

Lee V. McCormick

Authorized by Lee Vesta McCormick 5/12/2009

e_trager@msn.com
(512) 924-2709

updated-7-17-09 11:00am

Emerson Trager

12217 Twin Creeks Dr.
Manchaca, TX
78652

June 1st 11:45-12:15 - $50.00
12:30-1:00 - $50.00

June 3rd 11:45-12:15 - $50.00
12:30-1:00 - $50.00

June 8th 11:45-12:15 - $50.00
12:30-1:00 - $50.00

June 10th 11:45-12:15 - $50.00
12:30-1:00 - $50.00

Total Due: $400.00

updated-7-17-09 11:00am

Agenda Item No. 2

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session July 21, 2009 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe
President

B. Requested Text: Consider and take appropriate action on request to approve Subordination Agreement between Wells Fargo Bank, PB Austin Ridge, LLC, MF Austin Ridge, LLC, City of Austin, and Travis County Health Facilities Development Corporation.

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.

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___ Additional funding for any department or for any purpose
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Human Resources Department (473-9165)
___ A change in your department's personnel (reclassifications, etc.)

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Updated-7-17-09 11:00am

NAMAN HOWELL SMITH & LEE

A REGISTERED LIMITED LIABILITY PARTNERSHIP

MEMORANDUM
from
William C. Blount

(512) 479-0300
Fax (512) 474-1901
E-mail: blount@namanhowell.com

TO: Board of Directors of Travis County Health Facilities Development Corporation

DATE: July 14, 2009

RE: Austin Ridge - Subordination Agreement with Wells Fargo Bank

Agenda Date: July 21, 2009

The Corporation is being asked to subordinate its lien (jointly held with the City of Austin) on the Austin Ridge (formerly Vision Village) property to Wells Fargo Bank which is making a $4,000,000 loan to the developer to complete the renovation and finish out of a building and other projects in the Austin Ridge development. Wells Fargo is requiring the subordination as a condition to making the loan.

The Sheriff's office and District Attorney's office will be tenants in the building, when completed. The Subordination Agreement is attached.

Please give me a call this week if you have any questions regarding this matter before Tuesday. I will be out of town for the board meeting next week.

cc: Harvey Davis, w/o attachments

NOTICE OF CONFIDENTIALITY RIGHTS: **If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the Public Records: Your Social Security number or your driver's license number.**

SUBORDINATION AGREEMENT TO LENDER LOAN INSTRUMENTS

(Austin Ridge Project)

DATE: ____ July 2009

WHEREAS, CITY OF AUSTIN, TEXAS, a Texas home-rule and municipal corporation organized and operated under Chapter 9, Texas Local Government Code (the "**City Subordinate Lender**") is the owner and holder of a promissory note (the "**City Subordinate Lender Note**") dated 31 May 1997, in the original principal sum of $1,250,000 executed by **VILLAGE VISION, INC.,** a Texas non-profit corporation, which note was assumed by **PB AUSTIN RIDGE, LLC AND MF AUSTIN RIDGE, LLC** (the "**Borrower**," whether one or more) that bears interest and is payable to the order of the City Subordinate Lender as therein stipulated and is secured by a right of re-entry and by a deed of trust from the Borrower to Jesus M. Olivares, City Subordinate Lender's trustee to the City Subordinate Lender (the "**City Subordinate Lender Lien**," whether one or more); and

WHEREAS, TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION, a Texas health facilities development corporation organized and operated under Chapter 221, Texas Health and Safety Code (the "**County Subordinate Lender**") is the owner and holder of a promissory note (the "**County Subordinate Lender Note**") dated 31 May 1997, in the original principal sum of $200,000 executed by **VILLAGE VISION, INC.,** a Texas non-profit corporation, which note was assumed by the Borrower that bears interest and is payable to the order of the Subordinate Lender as therein stipulated and is secured by a right of re-entry and by a deed of trust from the Borrower to Jesus M. Olivares, County Subordinate Lender's trustee to the County Subordinate Lender (the "**County Subordinate Lender Lien**," whether one or more); and

WHEREAS, all of which instruments are dated of even date with the City Subordinate Lender Note, the County Subordinate Lender Note, and the City Subordinate Lender Lien and the County Subordinate Lender Lien which are recorded in Volume 12947, Page 3836, Real Property Records of Travis County, Texas and covering certain real property in Travis County, Texas, more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "**Property**"); and

WHEREAS, WELLS FARGO BANK, NATIONAL ASSOCIATION, 111 Congress Avenue, 3rd Floor, Austin, Texas 78701 (the "**Lender**") has agreed to loan to the Borrower an amount equal to $4,000,000.00 evidenced by a promissory note (the "**Lender Note**") dated _____ _____ 2009, executed by the Borrower payable to the order of the Lender as more fully described in, and secured by a right of re-entry and by a deed of trust from the Borrower to Danny Oliver, Lender's trustee, and security agreement and financing statement to the Lender (the "**Lender Lien**") all of which instruments are dated even date with the Lender Note covering the Property and recorded in Document No. 2009_____, Official Public Records of the real property records of Travis County, Texas, to which instruments reference is made for all purposes; and

WHEREAS, as a condition to making the loan to the Borrower, the Lender has required that the City Subordinate Lender Lien and County Subordinate Lender Lien covering the Property (collectively, the "**Co-terminus Lien**"), be subordinated and made inferior to the Lender Lien;

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid by the Borrower, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lender to make its loan and to advance the proceeds thereof, the City Subordinate Lender and County Subordinate Lender (collectively, the "**Subordinate Lenders**") do hereby covenant, stipulate and agree with the Lender that the Co-terminus Lien held by the Subordinate Lenders and relating to and covering the Property, is hereby expressly subordinated and made secondary and inferior to the Lender Lien, and to the extent it secures the Lender Note, any unpaid principal and accrued interest on the Lender Note, and any attorney's fees and other collection costs for collection of the Lender Note, and any renewal or extension of the Lender Lien.

Section 1 Lender Notice to Subordinate Lender about Default. Lender does hereby covenant, stipulate and agree with the Subordinate Lenders that prior to exercising its rights under the Lender Note, or Lender Lien, Lender shall give written notice to Subordinate Lenders of Borrower's default under the Lender Note or Lender Lien. Lender's notice to Subordinate Lenders shall allow Subordinate Lenders thirty (30) calendar days each to cure any default under the Lender Note and Subordinate Lenders shall have the right to cure the Borrower's default. Subordinate Lenders shall have the right, but not the obligation, to cure any such default. Lender shall provide Subordinate Lenders, concurrently with its notice to Borrower, notice of its intent to foreclose on the Lender Lien.

Section 2 Renewal, Extensions and Rearrangement of Lender Note and Lien; Notice to Subordinate Lenders. This Subordination Agreement shall extend to any renewal, extension or rearrangement of all or any part of the Lender Note and Lien, and notice of any such renewal, extension or rearrangement and consent thereto by the Subordinate Lenders or any other owner or holder of the Co-terminus Lien shall not be required. The Borrower agrees to notify the Subordinate Lenders in the event of any renewal, extension or rearrangement of all or any part of the Lender Note and Lien; provided, however, that the Borrower's failure to do so shall not affect the rights of the Lender hereunder.

Section 3 Cross Default. If there is an uncured default in payment of any part of principal or interest of the Lender Note or in observance of any covenants of any instruments securing it or

contained in any instrument executed in connection with it, Borrower agrees that the debt evidenced by the City Subordinate Lender Note and County Subordinate Lender Note (collectively, the "**Subordinate Lender Notes**") shall immediately become payable at the option of each of the Subordinate Lenders at the end of the cure period.

Section 4 Lender Reliance on Subordinate Lenders. The Lender acknowledges that this Subordination Agreement is required by Lender and that the Lender Note is made in reliance upon the agreements of the Subordinate Lenders.

Section 5 Subordinate Lenders' Representations. The City Subordinate Lender warrants and represents to the Lender that the City Subordinate Lender is the present legal and equitable owner and holder of the City Subordinate Lender Note and of all liens covering the Property and securing payment of the City Subordinate Lender Note. The County Subordinate Lender warrants and represents to the Lender that the County Subordinate Lender is the present legal and equitable owner and holder of the County Subordinate Lender Note and of all liens covering the Property and securing payment of the County Subordinate Lender Note.

Section 6 Successors and Assigns. This Subordination Agreement shall be binding upon the Subordinate Lenders, their successors, administrators and assigns, including each and every subsequent owner and holder of the Subordinate Lender Notes secured by the Co-terminus Lien, and the terms hereof shall inure to the benefit of the Lender, its successors and assigns, including, without limitation, each and every subsequent owner and holder of the Lender Note or any renewal, extension or rearrangement thereof. This Subordination Agreement shall be binding upon the Lender, its successors, administrators and assigns, including each and every subsequent owner and holder of the Lender Note secured by the Lender Lien, and the terms hereof shall inure to the benefit of the Subordinate Lenders, their successors and assigns, including, without limitation, each and every subsequent owner and holder of the Subordinate Lender Notes or any renewal, extension or rearrangement thereof. Further, this Subordination Agreement also shall be binding upon the Borrower, its successors, administrators and assigns, and the terms hereof shall inure to the benefit of the Subordinate Lenders, their successors and assigns, including, without limitation, each and every subsequent owner and holder of the Subordinate Lender Notes or any renewal, extension or rearrangement thereof as well as to the benefit of the Lender, its successors and assigns, including, without limitation, each and every subsequent owner and holder of the Lender Note or any renewal, extension or rearrangement thereof.

Section 7 Notices. All notices, demands and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If intended for Borrower:

PB AUSTIN RIDGE, LLC AND MF AUSTIN RIDGE, LLC
Attn: Manny Farahani
3724 Jefferson - Suite 210
Austin, Texas 78731

If intended for City Subordinate Lender:

CITY OF AUSTIN, TEXAS
c/o Contract and Land Management Department - Real Estate Services Division
Attn: Real Estate Services Manager
P.O. Box 1088
505 Barton Springs Road –Suite 1050 (78704)
Austin, Travis County, Texas 78767-1088

If intended for County Subordinate Lender:

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
c/o Travis County
Attn: Harvey Davis
314 West Eleventh Street
Room 540
Austin, Travis County, Texas 78701

If intended for Lender:

WELLS FARGO BANK, NATIONAL ASSOCIATION
Attn: Austin Ridge
111 Congress Avenue, 3rd Floor
Austin, Travis County, Texas 78701

and shall be deemed to have been given or made when so delivered or mailed, except as herein otherwise expressly provided. Notification of a change of address shall be delivered to Subordinate Lenders Lender and Borrower within ten (10) calendar days of such change of address.

NOTICE PURSUANT TO TEX. BUS. & COMM. CODE §26.02

THIS AGREEMENT AND ALL OTHER CREDIT DOCUMENTS EXECUTED BY ANY OF THE PARTIES PRIOR TO OR SUBSTANTIALLY CONTEMPORANEOUSLY WITH THE EXECUTION HEREOF TOGETHER CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

End of page – signatures on next page

EXECUTED AND DELIVERED effective the date first above stated.

City Subordinate Lender: **CITY OF AUSTIN, TEXAS**

BY: Lauraine Rizer
NAME: Lauraine Rizer
TITLE: Real Estate Services Division Manager

County Subordinate Lender: **TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION**

BY: _____
NAME: Samuel T. Biscoe
TITLE: President

Lender: **WELLS FARGO BANK, NATIONAL ASSOCIATION**

BY: _____
NAME: _____
TITLE: _____

Borrower: **PB AUSTIN RIDGE, LLC AND MF AUSTIN RIDGE, LLC**

PB AUSTIN RIDGE, LLC

BY: _____
NAME: Peter Barlin
TITLE: Manager

MF AUSTIN RIDGE, LLC

BY: _____
NAME: Manny Farahani
TITLE: Manager

ATTACHED EXHIBIT A - Legal Description of Property

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 9th July 2009, by Lauraine Rizer, Real Estate Services Division Manager, Contract and Land Management Department of the City of Austin, Texas, a Texas home-rule city and municipal corporation organized and operated under Chapter 9, Texas Local Government Code on behalf of said corporation.

Elizabeth Alvarado
Notary Public
State of Texas
My Commission Expires
May 25, 2012

Elizabeth Alvarado
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ____ July 2009, by Samuel T. Biscoe, President, Travis County Health Facilities Development Corporation, a Texas health facilities development corporation organized and operated under Chapter 221, Texas Health and Safety Code on behalf of said corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ____ July 2009, by _____, _____, Wells Fargo Bank, National Association, a national banking association on behalf of said association.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ____July 2009, by Peter Barlin, Manager, PB Austin Ridge, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ____July 2009, by Manny Farahani, Manager, MF Austin Ridge, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

RECORD AND RETURN TO:

City of Austin
Attn: **CITY OF AUSTIN PICK-UP BOX**

City of Austin
Contract and Land Management Department
Real Estate Services Division
Attn: Austin Police Department Project

PREPARED IN THE LAW OFFICE OF:

City of Austin
Law Department

APPROVED AS TO FORM:

_____
James M. Williams, Sr.
Assistant City Attorney
Texas State Bar No. 21549500

38250_lender subordiantion agreement.doc

EXHIBIT A

Legal Description of the Property
[Austin Ridge Project]

The legal description of the Property referred to in this instrument is described as follows:

171.987 acres of land, more or less, out of the PHILLIP MCELROY SURVEY N0. 18, ABSTRACT NO. 16, and the JAMES BURLESON SURVEY NO. 19, ABSTRACT NO. 4, in Travis County, Texas, being the same property conveyed from Vision Village, Inc. to A & R Vision, Inc. in a deed dated Aug. 31, 1999, recorded under Document No. 1999100560, of the Official Public Records of Travis County, Texas; SAVE & EXCEPT therefrom that certain 5.076 acre tract of land conveyed by PB Austin Ridge, LLC and MF Austin Ridge, LLC to Center for Child Protection in a Special Warranty Deed dated May 15, 2006 and recorded under Document No. 2006147193 of the Official Public Records of Travis County, Texas.