

RECEIVED  
COUNTY JUDGE'S OFFICE

09 AUG 27 AM 10:20

**TRAVIS COUNTY, TEXAS**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session September 1, 2009 Executive Session \_\_\_\_\_  
Date Date Date

I. A. Request made by: Samuel T. Biscoe  
County Judge

Requested Text: 1. Public Hearing related to extension of the maturity date and the weighted average maturity of the Trinity Higher Educational Facilities Corporation Variable Rate Demand Revenue Bonds (Huston-Tillotson University Project) Series 2008A.

2. Take appropriate action to consider and approve Resolution of the Commissioners Court of Travis County, Texas approving the extension of maturity of The Trinity Higher Educational Facilities Corporation Variable Rate Demand Revenue Bonds, Series 2008A (Huston-Tillotson University Project).

Approved by: \_\_\_\_\_  
Signature of Samuel T. Biscoe, County 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 Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



**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:** Travis County Judge and Commissioners

**DATE:** August 24, 2009

**RE:** Public Hearing regarding restructure of bond issuance for the benefit of  
Huston-Tillotson University ("HTU")

**Agenda Date:** September 1, 2009

As you may recall, HTU was involved in a bond financing through the Trinity Higher Educational Facilities Corporation in 2008. That bond issue is credit enhanced by a letter of credit issued by Amegy Bank. Because of the recent issues in the financial markets, that structure costs HTU approximately 3-4% in higher financing costs per year. The bond issue is being restructured by the issuance of a confirming letter of credit by the Federal Home Loan Bank of San Francisco. This revised structure is projected to reduce the financing costs of HTU by the 3-4% that the current structure costs, a beneficial transaction to HTU.

The changes in the bond issue are significant enough that Federal tax law requires a local jurisdiction such as Travis County to hold and approve a public hearing related to the restructure even though the financing is not through a Travis county entity.

Attached are the notice of public hearing as published in the *Statesman* and the resolution that is being requested of the county.

Please give me a call if you have any questions regarding this matter before Tuesday.

cc: Harvey Davis

E4 Friday, August 14, 2009

CALL 445-4000

Austin American-Statesman statesman.com

7000-Dogs

English Bulldog 2M, 1F, 1Y \$1800, AKC, Champ. ... Debbie 512-203-8725

Great Dane two 12 wk old males, no papers, paper site, \$400, Please Call After 6pm. 512-818-7228

GREYHOUND ADOPTION DAY & OPEN HOUSE Sat 12-3. 2805 W Fresco - Mopac at 45th. 512-453-7137

GREYHOUNDS THE SECRET IS OUT Animal lovers are discovering what intelligent, calm & graceful pets Greyhounds make.

Havanese AKC 2M Cl. Lines Show Quality \$800, 986-5325 tnytotexas.com

Havanese - AKC, gorgeous, \$250, Call 512-626-7398 cecepup@yahoo.com

Havanese show stock pups, all shots, chicks, AKC, shots, worms, \$700+, 512-301-0981

Jack & Rat Terrier Mix pups, 3 W's, 1 F, 65 wks, dogged dewclaws removed, 1st SVW, 247-5684, 461-7655, \$100

Jack Russell puppies, 10 wks old, \$125 each, Call 512-734-1014

Japanese Chin Female Pups AKC, C, H \$1125 \$500 (512)930-0501

LAB AKC REG. BLACK MALE 16M OBI OBIEN, 1 YR OLD GOOD FAMILY DOG OR SERVICE DOG, \$450.00 512-461-7014

Lab-AKC yellow, born 6/19, shots & wormed, \$100. Call 979-716-0750

Lab Puppies, AKC, 1st shots, Dewclaws removed, wormed, Parents on site, Big healthy pups, ready now! Black males, \$350. Bundling background, call Jenn 830-708-9680

LAB PUPS! AKC/OFA: Black, Cockerdell/English chemp. Vet checked, wormed, shots, dewclawed; website avail. Ready Now! 830-796-8667

Lab - Pur bred Chocolate puppies, 4F, 3M, Ready 8/8. \$250, 561-798-6248

LABRADOR 10 weeks old, Cream & Black \$175 254-793-8147

Labradoodles - Home bred, \$500 & up 512-259-9205; 825.00/40 email:SharonLewis@gmail.com www.labradoodleme.com

Labrador Retriever, AKC, Yellow, Choc, Blk, Health Guar, svw, 972-784-2008 twilightkennels.com

Labrador Retriever Blk puppies Parents Show Champions/health clearances. Puppies shots/eye clearances. 254-445-2561 www.astr-town.com/~blumoon

Labrador Retriever AKC Puppies, Cho & Yel, Hlth Guar, www.sevenoskennel.com

Labs, AKC Ylv sired by JH. \$5W/D health guar, \$375. 254-292-0399, www.parkergundogs.com

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8360-Manufactured Homes

Mobile Home Bank Liquidation 5 lots of Single & Dual

2/2.5, Townhome, 1000sf, \$699 W/D conn, Pool, HI-35 Access

2/2.5, Townhome, 1000sf, \$699 W/D conn, Pool, HI-35 Access

50Co Flat On Congress \$675+ 1-2 bedrms. Close to Austin's Coolest shops, Urban Chic Broker, 448-4800 firstcallaustin.com

Hill side retreat, 2Bd/1Ba, 983sq, \$780/mo, 828-4470 AustinApartmentStore.com

Cute, well maint. 1 Bdrm apt. in heart of Westlake Hills, 5M complex 8 units, near grocery & dining, great value, \$675/mo. No smoking 512-452-9599

Condo in the Barton Canyon Bike to Zilker 1-2 bedrooms W/D connections, \$765+ Broker, 443-0000 firstcallaustin.com

1/2 off August rent HYDE PARK 5/47, Custer \$3300/Dep, 1Yr Lease W/D, A/C, Av, Aug 1, 512-304-8339

High Tech Bungalow, 1 Month FREE, Free Rent Special! Call Now! 258.8224 Broker

Lowest Prices, eff \$435 1br \$545, 2br \$660, 3br \$750 Apt Experts 339-4411

Bad Credit OK...eff \$435, 1br \$560, 2br \$680, 3br \$799 339-4411 broker

\$799 Gigantic Townhome Special, 3/3 over 1400sf, W/D incl, cable pd. 231-1400, Agent AF

\$99 Dep: 1bd, 690sf, \$575, salt water pool, FP, 828-4470 AustinApartmentStore.com

High Tech Bungalow, 1 Month FREE, Free Rent Special! Call Now! 258.8224 Broker

Lowest Prices, eff \$435 1br \$545, 2br \$660, 3br \$750 Apt Experts 339-4411

\$509, 1br HALF MO FREE, works w/bad credit, nr Mopac, W/D inc, gated fitness 231-1400 Agt.

Bad Credit OK...eff \$435, 1br \$560, 2br \$680, 3br \$799 339-4411 broker

Enormous & Massive 2-2 1085sf Bills Paid/Gated 599 Deposit! Apts. NOW! 258.8224 Broker

1 Mo! Free Rent! 2/2 with 850sf, 5670/mo, 5m pets ok \$28,4470 AustinApartmentStore.com

Round Rock, large 1br garden apartment @ \$499/mo w/ Move-In Special, 2br @ \$599. Best deal in town! Mike 512-308-5542

Enormous & Massive 2-2 1085sf Bills Paid/Gated 599 Deposit! Apts. NOW! 258.8224 Broker

2/2.5, Townhome, 1000sf, \$699 W/D conn, Pool, HI-35 Access Apartment Experts, 416-8100

2/1, 825sf, W/D conn, pool, Free Cable & Internet, gym, UT Bus. Apt. Experts, 416-8100

Apartments South

2/2.5, Townhome, 1000sf, \$699 W/D conn, Pool, HI-35 Access

2/1.5/1, FP, CHCA, WD, conn, Appliances, Fenced yard, near shops, bus, schools, 183/290, \$675, 921-4924

UT/Red River area, 2 dr 3 Bdrm/1ba, Gar. No cats/dogs. From \$1300, 12mo. 453-5417

UT/St. Davids, Green blt 3/2/2, hdwoods, FP, no cats/dogs, 12 months, \$2295, 453-5417

QUILT HOUSE near Downtown Action, 2903 Oak Crest Ave, front, 2-1, \$1295, water paid, Owner managed, 448-1820

Near Barton Springs Pool, Barton Hills 3/2, maple hardwoods, tile W/D conn, granite, stainless in kitchen, fenced yard, Sept. 1, 512-468-9337, \$1650.

Unique house in woods (quiet), Mt. Bonnell, creek, deck, windows, 2/2-loft, \$1650, 789-7155 Statesman.com code=88ZEL

1/2 off August rent HYDE PARK 5/47, Custer \$3300/Dep, 1Yr Lease W/D, A/C, Av, Aug 1, 512-304-8339

TARRYTOWN Elegance 3br/2ba, study, lg den 2 car garage, sprinkler, alarm, no cats \$2300, 454-6751

Near Highland Mall, 1 Brg, 2 Bdrm, Office (3rd Brg), 1 Brg, 2 Brg, Near UT, CASH, Appliances, Fenced, Pats, Qr, Quilt, 7000 Isabelle, \$999, 793-8781

3/1, CACH, stone, tile, fire, 2brs carpeted, W/D conn, snr, storage bldg, single carport, No dogs, no smoking, 928-3146 more info.

Darling cottage in Crestview w/ hardwoods tile backspch in kitch, gas stove - 1 fig W/D conn, on back porch, 1 car gar w/ w/c, 1311 Piedmont, \$995/mo, Clb Properties, Donna, 478-6565

Centrally located, near UT, 2/1, CACH, 2004 Routnee, hrwdwrs, W/D conn., all appliances, incd bkdyd overlooking creek, \$1175, Call 512-923-5590

N. Central 3BR/2BA House in R. Rock, Great conn. AC. Fans in all rms. 512-789-1428, \$1025/Mo. Statesman.com code=30N15

Angus Valley large, 4/2/2, 1 story, updated/modern, Beautiful, detached AC'd office & shed, lg. garden area, quiet street, \$1750/mo. 335-1083

7515 Meadowview Ln, 3-2 CP, Lots of tile, new carpet & paint Fenced, E-Z to see, pets OK \$1,095 REALTOR 512-750-7876 Joe@ReaverRealEstate.Biz

3/2/1, Lovely updated throughout, porcelain tile, crpt screen porch, lg lot, mature trees, \$1095 1613 Glencrest, Call 415-6584

1500 Pasadena, 2 living, tile, barbet, \$1200, 5600 deposit, Pets OK 784-6690

NW Hills, beautiful convenient 3-2-2, lg living, farm/office, deck, oaks, fenced, corner, avail 8/16, \$1700, Owner 512-338-6019, 512-799-3033

2007 Singing Brook 3/2/2/1v, 2 car, gar, deck, brck, incd bkdyd, \$1195+dep 263-0599; 947-4461

Houses South Central

THIS IS THE HOME YOU HAVE BEEN LOOKING FOR

2/2.5, Townhome, 1000sf, \$699 W/D conn, Pool, HI-35 Access

UT/Red River area, 2 dr 3 Bdrm/1ba, Gar. No cats/dogs. From \$1300, 12mo. 453-5417

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Roommates

See Rental Locator Map for area locations

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8900-Legal Notices

NOTICE TO SUBCONTRACTORS

NOTICE OF PUBLIC HEARING WITH RESPECT TO TRINITY HIGHER EDUCATIONAL FACILITIES CORPORATION VARIABLE RATE DEMAND REVENUE BONDS (HUSTON-TILLOTSON UNIVERSITY PROJECT) SERIES 2009A

NOTICE IS HEREBY GIVEN that at 9:00 a.m., on September 1, 2009, or as soon thereafter as the matter may be heard, in the "Commissioners' Court" (the "Court") of Travis County, Texas, Administration Building, 314 West 11th Street, First Floor, Austin, Texas 78701, the Travis County Commissioners' Court (the "Commissioners' Court") will conduct a public hearing (the "Public Hearing") at which the Commissioners Court will hear and consider information concerning the extension of the maturity date and the weighted average maturity of the Trinity Higher Educational Facilities Corporation Variable Rate Demand Revenue Bonds (the "Bonds") issued by Trinity Higher Educational Facilities Corporation (the "Corporation") for its campus located at 903 Chilton Street, Austin, Texas, including renovations, rehabilitation and upgrades to residence halls, replacement of utility systems, installation of fire alarm systems, rehabilitation of administrative buildings, construct a parking lot and other rehabilitation or renovation projects on the Corporation's campus, and (2) pay costs of issuance and credit enhancement with respect to the Bonds (the "Project").

Those wishing to comment on the extension of maturity date and the weighted average maturity of the Bonds with respect to the Project may either appear in person at the time and place indicated above or submit written comments, which must be received prior to the Public Hearing, to the Commissioners Court, c/o Cliff Boudin, 8310 Capital of Texas Highway North, Suite 490, Austin, Texas, 78731 (512-479-0300).

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**RESOLUTION OF THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS APPROVING THE EXTENSION OF MATURITY OF THE TRINITY HIGHER EDUCATIONAL FACILITIES CORPORATION VARIABLE RATE DEMAND REVENUE BONDS, SERIES 2008A (HUSTON-TILLOTSON UNIVERSITY PROJECT)**

**WHEREAS**, Huston-Tillotson University (the "University") has requested Trinity Higher Educational Facilities Corporation (the "Corporation") to extend the maturity date and the weighted average maturity of the Corporation's Variable Rate Demand Revenue Bonds, Series 2008A (Huston-Tillotson University Project) (the "Bonds"), which Bonds were issued pursuant to Chapter 53A of the Texas Education Code, as supplemented and amended, to refinance improvements to Borrower's campus located at 900 Chicon Street, Austin, Texas (the "Project"); and

**WHEREAS**, the University owns and operates the Project as part of an undergraduate four-year liberal arts coeducational university; and

**WHEREAS**, the extension of the maturity date and the weighted average maturity of the Bonds must be approved by the Commissioners Court of Travis County, Texas in order to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

**WHEREAS**, a notice of public hearing was published in the *Austin American-Statesman*, which is a newspaper of general circulation in Travis County, on August 14, 2009, to the effect that a public hearing would be held by the Commissioners Court on September 1, 2009, regarding the extension of the maturity date and the weighted average maturity of the Bonds with respect to the Project; and

**WHEREAS**, the Commissioners Court held said public hearing on September 1, 2009, providing a reasonable opportunity for persons to comment on the extension of the maturity date and the weighted average maturity of the Bonds with respect to the Project; and

**WHEREAS**, it is intended that this Resolution shall constitute the approval of the extension of the maturity date and the weighted average maturity of the Bonds required by Section 147(f) of the Code;

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners Court Of Travis County, Texas, that:

**Section 1.** The Commissioners Court Of Travis County, Texas (the "County") hereby approves the extension of the maturity date and the weighted average maturity of the Bonds. This resolution shall constitute both "host" and "issuer" approval within the meaning of Section 147(f) of the Code.

**Section 2.** All actions heretofore taken by the officers, employees and agents of the County with respect to the approval of the extension of the maturity date and the weighted average maturity of the Bonds are hereby approved, confirmed and ratified, and the officers and employees of the County and their authorized deputies and agents are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates and

documents which they or bond counsel may deem necessary or advisable in order to consummate the extension of the maturity date and the weighted average maturity of the Bonds and otherwise to effectuate the purposes of this Resolution.

**Section 3.** This Resolution shall take effect from and after its adoption.



SIGNED this \_\_\_\_ day of September, 2009.

---

County Clerk  
Travis County, Texas

(SEAL)

Travis County Commissioners Court Agenda Request

Voting Session 8/25/09  
(Date)

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

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

B. Requested Text: **Consider and take appropriate action on the request to:**  
A. **Call Down funds for streets bounding the subdivisions listed, in areas now annexed by the City of Pflugerville: Springbrook Commercial Lot 1, Springbrook Commercial Lot 2, and Springbrook Glen**  
B. **Approve an Interlocal Agreement with the City of Pflugerville for the transfer boundary street fiscal for roads annexed by the City of Pflugerville**

C. Approved by: \_\_\_\_\_  
Commissioner Sarah Eckhardt, Precinct 2

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:

- |                                    |                                 |
|------------------------------------|---------------------------------|
| <i>gc w</i> Anna Bowlin - 854-9383 | Donna Williams-Jones - 854-9383 |
| Julie Joe - 854-9415               | Christopher Gilmore - 854-9415  |

III. Required Authorizations: Please check if applicable:

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

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



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street  
 Executive Office Building  
 PO Box 1748  
 Austin, Texas 78767  
 (512) 473-9383  
 FAX (512) 708-4649

**MEMORANDUM**

DATE: August 11, 2009

TO: Members of the Commissioners' Court

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

FROM: *Anna M. Bowlin* Anna M. Bowlin, ACCP, Division Director Development Services

MOTION: Consider and take appropriate action on the request to:

- A. Call Down funds for streets bounding the subdivisions listed, in areas now annexed by the City of Pflugerville: Springbrook Commercial Lot 1, Springbrook Commercial Lot 2, and Springbrook Glen
- B. Approve an Interlocal Agreement with the City of Pflugerville for the transfer boundary street fiscal for roads annexed by the City of Pflugerville

**Summary and Staff Recommendation:**

During Travis County's subdivision process, boundary street fiscal, for several subdivisions, was received for the benefit of one half of the streets which border certain subdivisions. The fiscal was received over a period of time from June 4, 1996, through May 5, 1997. All of the funds are currently being held in Cash Escrow Accounts. The City of Pflugerville has annexed these areas over a period of time from December 23, 1997, through June 8, 1999. A request from the City of Pflugerville to transfer these funds was received on December 16, 2008. Since then an Interlocal Agreement to transfer the funds has been drawn, approved by the City of Pflugerville, and signed by the Mayor of the City of Pflugerville.

The attached chart shows the list of funds requested to be called down. Therefore TNR staff recommends that the funds be officially called down in order to enter into the attached Interlocal Agreement with the City of Pflugerville for the purpose of transferring the funds to the correct jurisdiction.

Travis County - Transportation and Natural Resources Department	
Summary of Cash Escrow Balances currently being held for Road Improvements in the City of Pflugerville	
Subdivision / Road	Amount
1 Springbrook Commercial Lot 2/Pflugerville-Round Rock Road (now A W Grimes Blvd.	\$62,127.00
2 Springbrook Commercial Lot 1/Schultz Lane	\$13,798.00
3 Springbrook Commercial Lot 2/Schultz Lane	\$26,606.00
4 Springbrook Commercial Lot 2/Traffic Signal at W Pflugerville Pkwy., A W Grimes Blvd., Schultz Ln., and Grand Avenue Pkwy. intersection	\$15,000.00
5 Springbrook Glen/Schultz Lane	\$18,840.00
6 Springbrook Glen/W Pflugerville Pkwy.	\$97,048.50
<b>Total</b>	<b>\$233,419.50</b>

Page 2

August 11, 2009

**Budgetary and Fiscal Impacts:**

There is no budgetary or fiscal impact to Travis County.

**Issues and Opportunities:**

This is the process followed in January 2008 to transfer boundary street funds for portions of Lime Creek Road annexed by the Village of Volente.

TNR has notified the developers who posted the funds to be transferred to the City of Pflugerville. The developer of Springbrook Commercial Lot 1 was notified by Certified Mail. The developer's heirs, of Springbrook Commercial Lot 2, were notified through their bank. The notification to Springbrook Venture was returned "not deliverable as addressed", but the notice was then sent to the attorney for Springbrook Venture. It is possible that Springbrook Venture may attend the Commissioners Court proceeding to question this transfer.

**Exhibits:**

Draw of Letter of Credit-Springbrook Commercial Lot 2  
Agreement – Springbrook Commercial Lot 1  
Cash Security Agreement-Springbrook Glen Section 1  
Letter from Pflugerville

Interlocal Agreement

Maps

DV:AMB:dv

1105 Springbrook Commercial

1105 Springbrook Glen



# A.1

**SAMUEL T. BISCOE**  
COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING  
P.O. BOX 1748 ROOM 520  
AUSTIN, TEXAS 78767  
(512) 473-9555

April 18, 2000

Mr. Dale M Alley  
Vice President  
Union State Bank  
P.O. Box 1658  
Round Rock, Texas 78760

**FILED**  
00 APR 18 PM 2:49  
DANA DEBEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

VIA OVERNIGHT DELIVERY

Re: Letter of Credit No. 226 dated May 2, 1997, in the amount of \$103,733.00.

Dear Mr. Alley:

The Travis County Commissioners Court has authorized a draw on the above referenced Letter of Credit ("Agreement"), which was posted with Travis County at the request of and for the account of The Loop, Ltd. a Texas Limited partnership ("Developer") for the estimated cost of construction of certain roads, streets and/or drainage facilities in the Springbrook Commercial Subdivision in Travis County, Texas. Travis County desires to draw the full amount of the credit on May 2, 2000. Therefore, as provided in the Letter of Credit, I hereby certify the following:

"Construction of said roads and/or streets and drainage facilities, have not been completed within three (3) years from the date of this agreement, and the failure to complete such is not due to weather, acts of God, strikes, or other reasons beyond the Developer's control, and due diligence has not been used in efforts to correct the deficiency."

Please contact Tom Nuckols, Travis County Attorney's Office, at 512/473-9455, or Darla Vasterling, Travis County Transportation and Natural Resources Department, at 512/473-3959 if you have any questions or need additional information.

Respectfully,

Samuel T. Biscoe  
Travis County Judge

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

MAY 15 2000



Dana DeBeauvoir, County Clerk  
By Deputy:

M. Velasquez

00497 0461

SB:tn

cc: Joe Gieselman, Executive Manager, TNR  
Darla Vasterling, TNR  
Tom Nuckols, Assistant County Attorney

I, Dana DeBeauvoir, County Clerk, Travis County,  
Texas, do hereby certify that this is a true and  
correct copy as same appears of record in my office.  
Witness my hand and seal of office on **MAY 15 2000**



Dana DeBeauvoir, County Clerk

By Deputy:

*M. Velasquez*  
M. Velasquez



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

MEMORANDUM OF DELIVERY AND PICK UP

I, MEL Ramirez, after having delivered the original Letter of Credit No. 226  
to Kathy Wilson at Union State Bank, 902 Palm Valley Blvd., Round Rock,  
Texas, have received \$103,733.00 check to Travis County.

Letter of Credit delivered to

Kathy Wilson  
signature  
Asst. Cashier  
title

5/8/00  
date

Check received by:

Mel Ramirez  
signature

5-8-00  
date


 Since 1928 "Where People Make The Difference!"  
 P.O. BOX 600 • FLORENCE, TX 76527  
 (254) 793-2601  
 \* FLORENCE \* KILLEEN \* GEORGETOWN \* LIBERTY HILL \* ROUND ROCK

144060

REMITTER  
The Loop Ltd. Letter of Credit #226

88-1056/1149

DATE 5-5-2000

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

\$ 103,733.00

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY

THE SUM 103733 DOLLARS

NOTICE TO CUSTOMERS  
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE AN OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

**CASHIER'S CHECK**

VICE PRESIDENT & CASHIER  
Kathy Wilson  
ASSISTANT CASHIER

MP

VS 06-01-99  
Item #11



**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

DANA L. DEBEAUVOL  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

99 JUN -4 PM 4:38

FILED

**MEMORANDUM**

Date: May 21, 1999

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Steve Manilla, P.E., Div. Dir. Plng. & Eng. Svcs.

SUBJECT: Approve an Agreement with K. O. Limited Partnership, a Texas Limited Partnership, for the improvement of a portion of Schultz Lane, adjacent to Springbrook Commercial subdivision, in Precinct 2.

**Proposed Motion:**

Approve an Agreement with K. O. Limited Partnership, a Texas Limited Partnership, for the improvement of a portion of Schultz Lane, adjacent to Springbrook Commercial, in Precinct 2.

**Summary and Staff Recommendation:**

This subdivision was required to post external street improvements for Schultz Lane and Pflugerville Loop at the time that these plats were approved for recording. K. O. Limited Partnership had posted a Letter of Credit with Travis County. They have now chosen to post cash for their portion of Schultz Lane. As per the agreement, the Executive Manager of TNR will reduce their Letter of Credit by the same amount.

**Budgetary and Fiscal Impacts:**

There are no budgetary and/or fiscal impacts.

**Required Authorizations:**

Gordon Bowman, Assistant County Attorney.

**Exhibits:**

Agreement

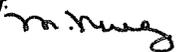
DV:SM:dv

1102 Springbrook Commercial  
1105 Springbrook Commercial

I, Dana DeBeauvol, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 6/7/99



Dana DeBeauvol, County Clerk  
By Deputy:

  
M. Nunez

Effective as of the later date set forth below.

**K. O. LIMITED PARTNERSHIP**

A Texas Limited Partnership

2019 Brooks

Houston, Texas 77026

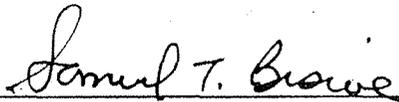
By: 

Name: K.E. KURTZ II

Title: GENERAL PARTNER  
Authorized Representative

Date: May 13, 1999

**TRAVIS COUNTY, TEXAS**

By:   
County Judge

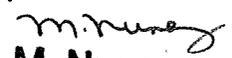
Date: June 1, 1999

KOagmt.doc Revised May 11, 1999

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 6/7/99



Dana DeBeauvoir, County Clerk  
By Deputy:

  
M. Nunez

AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, (the "County") and K.O. Limited, a Texas Limited Partnership, ("K.O.") for the purposes and upon the consideration set forth herein.

WHEREAS, K.O. posted fiscal with Travis County (under Texas Commerce Bank, now known as Chase Bank of Texas, Letter of Credit No. I-470100, for external street improvements to a portion of Schultz Lane, a County road, which is adjacent to Springbrook Commercial Subdivision in the County and the extraterritorial jurisdiction of the City of Pflugerville; and

WHEREAS, pursuant to Chapter 232 of the Texas Local Government Code, K.O. has posted construction fiscal security, for the improvement of a portion of Schultz Lane, with Travis County for Lot 1, Springbrook Commercial Subdivision; and

WHEREAS, the County is currently preparing to improve that portion of Schultz Lane, as a Travis County Project (the "Project");

NOW, THEREFORE, the County and K. O. agree as follows:

- 1. The above recitals are incorporated herein as if set forth verbatim.
2. Upon the execution and delivery of this Agreement to the County, K. O. agrees to and shall provide the County with aggregate sum of \$13,798.00 (the "Cash Proceeds") to be deposited in the County Treasury and used for the purpose of road construction in connection with the Project.
3. The only requirement for the use of the Cash Proceeds is a letter from the Executive Manager of the County's Transportation and Natural Resources Department to the County Treasurer, indicating that the proceeds are required in connection with the construction of the Project.
4. Upon approval of this Agreement by the Travis County Commissioners Court and at the request of K. O., the County's Executive Manager of Transportation and Natural Resources shall send a letter to Chase Bank of Texas, formally known as Texas Commerce Bank, authorizing the reduction of Letter of Credit No. I-470100 by \$13,798.00.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 4/7/99



Dana DeBeauvoir, County Clerk

By Deputy:

M. Nunez

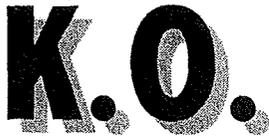
5. In the event that the cost of the construction of the improvements in the portion of Schultz Lane for which the construction security was posted is less than the amount of the Cash Proceeds, then the excess amount of the Cash Proceeds will be returned to K. O., or Chase Bank of Texas, as their interests may appear or be determined, upon completion of such construction.
6. The County is responsible for the design and construction of the Project to County Standards and K. O. will neither acquire any rights nor assume any duties or obligations with respect to such design and construction. In addition, K.O. acquires no rights with respect to any third parties, including, but not limited to the County's design engineers, surveyors, inspectors, and contractors, by virtue of this Agreement.
7. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns, including without limitation, any receivers, administrators, or trustees in bankruptcy.
8. Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by the County and K.O. **NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS COURT.**
9. This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.
10. This Agreement shall be governed by the laws of the State of Texas, concerns real property located in Travis County, and is wholly performable in Travis County, Texas.
11. If any of the provisions of this Agreement are held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement will not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained herein.
12. All terms or words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 6/7/99



Dana DeBeauvoir, County Clerk  
By Deputy:

*M. Nunez*  
M. Nunez



**K.O. Limited Partnership**

2019 Brooks St.  
Houston, TX 77026

CODE 112

RECEIVED

MAY 17 1999

May 13, 1999

Darla Vasterling  
Transportation & Natural Resources  
411 West 13th St.  
Executive Office Building 11th Floor  
P.O. Box 1748  
Austin, Texas 78767

Re: Schultz Lane Improvements

Dear Ms. Vasterling,

Regarding your letter I am enclosing the signed agreement between K.O. Partnership and Travis County along with our check for \$13,798.00.

Upon approval of this agreement, would you please send a letter authorizing the reduction of the letter of Credit No. I-470100 by \$13,798.00 to:

Chase Bank of Texas  
National Association  
Docimentary Services Division  
P.O. Box 2558  
Houston, Texas 77252-8300

Also please send a copy of the letter that is authorizing the letter of credit reduction to:

Courtney M. Swanson  
Chase Bank of Texas N.A.  
545 West 19th Street  
Houston, Texas 77008

Sincerely,

K.E. Kurtz II  
General Partner  
K.O. Limited Partnership

cc: Courtney Swanson



**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

August 6, 2009

Armbrust & Brown, L.L.P.  
Attn: Mr. John J. Carlton  
100 Congress Avenue, #1300  
Austin, TX 78701-2300

Re: Fiscal held by Travis County for Schultz Lane and Pflugerville Loop (now named W. Pflugerville Pkwy.).

Dear Mr. Carlton:

Enclosed is a letter I sent to Rodney Madden, Certified Mail, on July 13, 2009, to inform him that Travis County intends to enter into an Interlocal Agreement with the City of Pflugerville in order to transfer funds that Travis County is holding for the benefit of streets annexed by the City of Pflugerville. I sent it to the last known address we had for him. I have not received the Proof of Receipt Card.

Additionally, I sent a copy to your colleague, David L. Smith. In response to your letter to Joe Gieselman, dated July 27, 2009, I am forwarding the same information to you. I am trusting that you will ensure that Rodney Madden receives the notice.

The action of calling down the funds and approving the Interlocal Agreement will be on the Travis County Commissioners Court Agenda on August 25, 2009.

If you have any questions that we could address before this date, please contact me at 512-854-7564 or [darla.vasterling@co.travis.tx.us](mailto:darla.vasterling@co.travis.tx.us).

Sincerely,

A handwritten signature in cursive script that reads "Darla Vasterling".

Darla Vasterling  
Engineering Specialist

Enclosure

1102 Springbrook Glen Sec. 1

761-0000-255-8257

§ 82.1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Springbrook Venture

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 115,888.50

SUBDIVISION: Springbrook Glen

DATE OF POSTING:

EXPIRATION DATE: Three Years from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivision (the "Standards"). No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER prior to the Expiration Date to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the Construction of Roads and Drainage in Subdivision (the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the one-year public Improvement construction performance period, which commences upon the acceptance.

Partial drafts and reductions in the amount of Security are permitted. Upon the acceptance of the Improvements, the Security will be reduced to ten percent of the cost of the public Improvements. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by the written consent of the DEVELOPER and the County.

The Developer must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 investment fee every 90 days. The minimum of amount of cash security that will be considered for investment is Two Thousand Dollars (\$2,000).

DEVELOPER:

ADDRESS OF DEVELOPER

BY: *R. Madden*

9130 Jollyville Road, Suite 15

NAME: Rodney L. Madden

Austin, TX 78759

TITLE: MANAGING PARTNER  
Authorized Representative

\_\_\_\_\_

*R. Madden* Invest funds with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 investment fee every 90 days.

**Requested By:** Sheila Anderson, Transportation and Natural Resources  
**Date Requested:** March 4, 1998

### **CERTIFIED MINUTES EXCERPT**

The Travis County Commissioners' Court convened on March 3, 1998. The following Item was considered:

**C7. APPROVE CASH SECURITY AGREEMENT FOR PFLUGERVILLE LOOP AND SCHULTZ LANE IN PRECINCT TWO. (9:14 AM) (11:04 AM)**

**5. Motion by Commissioner Sonleitner and seconded by Commissioner Gómez to approve the following Consent Items: 7, 12, 14.B and C, 16 (Village of San Leanna Appointee: Fred Helmerichs), 21 and C1 – C22, excluding C18 and C21.**

- 7. Approve Item 7.
- 12. Approve Item 12.
- 14. B. Approve Item 14.B.  
C. Approve Item 14.C.
- 16. Approve Item 16.
- 21. Approve Item 21.
- C1. Approve Item C1.
- C2. Approve Item C2.
- C3. Approve Item C3.
- C4. Approve Item C4.
- C5. Approve Item C5.
- C6. Approve Item C6.
- C7. Approve Item C7.
- C8. Approve Item C8.
- C9. Approve Item C9.
- C10. Approve Item C10.
- C11. Approve Item C11.
- C12. Approve Item C12.
- C13. Approve Item C13.
- C14. Approve Item C14.
- C15. Approve Item C15.
- C16. Approve Item C16.
- C17. Approve Item C17.
- C19. Approve Item C19.

### CONSENT MOTION CONTINUED

C20. Approve Item C20.

C22. Approve Item C22.

<b>Motion carried:</b>	County Judge Bill Aleshire	-	yes
	Precinct 1, Commissioner Darwin McKee	-	yes
	Precinct 2, Commissioner Karen Sonleitner	-	yes
	Precinct 3, Commissioner Margaret Moore	-	yes
	Precinct 4, Commissioner Margaret J. Gómez	-	yes

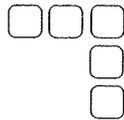
I, Dana DeBeauvoir, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Travis County, Texas, do hereby certify that the above is correct information from the Proceedings of the Commissioners' Court of Travis County, Texas.

Witness my hand and seal, this the 11<sup>th</sup> day of March, 1998.



DANA DeBEAUVOIR  
County Clerk and Ex-Officio Clerk  
of the Commissioners' Court of  
Travis County, Texas

By: Anna M. Valdez  
Anna M. Valdez, Deputy



RECEIVED

DEC 16 2008

TNR

December 15, 2008

Ms. Darla Vasterling  
Engineering Specialist  
Travis County – TNR  
P.O. Box 1748  
Austin, TX 78767

Dear Ms. Vasterling,

The purpose of this correspondence is in effort to comply with your request for a response based on the letter you sent to Charles Simon on November 12, 2008, and based on our telephone conversation last week.

Based on the fiscal items referenced in the August 3, 2006 letter you enclosed, the requested actions by the City of Pflugerville are enumerated below.

Item 2: Improvements to Pflugerville-Round Rock Road (now Grand Avenue Parkway) have been completed.

*The City of Pflugerville requests to Call Down this fiscal instrument in the amount of \$62, 127. to the City of Pflugerville.*

Items 3-7: All of these items correlate capital improvement projects that are underway including the construction of the traffic signal.

*The City of Pflugerville requests to Call Down these fiscal instruments in the amount of \$233,850. to the City of Pflugerville.*

Based on my review of the documentation you provided, in the form of correspondence from 2002, 2003, 2006 and last month, I trust the above requests and execution of the same will resolve the items you reference. If you require additional information, please let me know by phone at 990.4370 or email: [treyf@cityofpflugerville.com](mailto:treyf@cityofpflugerville.com).

Best regards,

Trey Fletcher, AICP  
Development Services Director



WHEREAS, improvements to certain roads (the "Pflugerville Roads") now located within the Pflugerville city limits have not been fully completed since the posting of the above-listed cash escrow deposits;

WHEREAS, the COUNTY considers it necessary to draw upon the cash escrow balances listed above in order for improvements to be made to certain portions of the Pflugerville Roads;

WHEREAS, the CITY is a home-rule municipality;

WHEREAS, the boundary of the CITY now encompasses the Pflugerville Roads as listed in the projects above; and

WHEREAS, the CITY has requested to have those cash escrow balances transferred to it for the sole purpose of making improvements to the Pflugerville Roads;

NOW, therefore, the CITY and the COUNTY agree as follows:

### **I. OBLIGATIONS OF THE COUNTY**

- A. The COUNTY assigns its interests in the following agreements for use as described in those agreements:
1. Cash escrow balance from a draw-down on a Letter of Credit No. 226 dated May 2, 1997 in the amount of \$103,733.00 and posted by Union State Bank of Florence, Texas on behalf of its customer The Loop, LTD., for the construction of roads, streets, and drainage facilities in connection with the development of Springbrook Commercial Lot 2, specifically:
    - a. \$62,127.00 for improvements to a portion of Pflugerville-Round Rock, which is now a continuation of Grand Avenue Parkway and named AW Grimes Blvd.;
    - b. \$26,606.00 for improvements to a portion of Schultz Lane; and
    - c. \$15,000 for the cost of a traffic signal at W. Pflugerville Pkwy., AW Grimes Blvd., Grand Avenue Pkwy. and Schultz Lane Intersection;
  2. Cash security agreement executed by K.O. Limited Partnership in the amount of \$13,798.00 for the construction of roads, streets, and drainage facilities in connection with the development of Springbrook Commercial Lot 1, specifically for improvements to a portion of Schultz Lane; and
  3. Cash security agreement executed by Springbrook Venture for the construction of roads, streets, and drainage facilities in connection with the development of Springbrook Glen, specifically:
    - a. \$18,840.00 for improvements to a portion of Schultz Lane, and
    - b. \$97,048.50 for improvements to a portion of W. Pflugerville Pkwy.
- B. The COUNTY will notify the developer for each cash security agreement that the agreement is being assigned to the CITY.

- C. The COUNTY will transfer the cash escrow balances listed above, which total \$233,419.50, within 30 days after the final approval of this Agreement.
- D. Should the CITY annex other areas in Travis County which have outstanding cash security agreements, the COUNTY and the CITY will handle such future security agreements in accordance with the procedure described above.

## II. OBLIGATIONS OF THE CITY

- A. The CITY will use the transferred funds listed above solely for the purpose of making improvements to the Pflugerville Roads in the areas specified in Exhibit A.
- B. Should there be areas in the future which the CITY annexes and the COUNTY has cash security agreements for construction in those annexed areas, the CITY may request that the COUNTY transfer such agreements for CITY management.

## III. MISCELLANEOUS

- A. Construction. The parties acknowledge that the parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.
- B. Law and Venue. THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. Severability. If any section, sentence, clause, or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.
- D. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. NO OFFICIAL, REPRESENTATIVE, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY TO MODIFY OR AMEND THIS AGREEMENT EXCEPT PURSUANT TO SPECIFIC AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

E. Notice. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY:

Trey Fletcher, AICP, Development Services Director  
City of Pflugerville Development Services  
P.O. Box 589  
Pflugerville, TX 78691

COUNTY:

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

with copy to:

Honorable David A. Escamilla (or his successor in office)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 163.257

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

F. Third parties. Nothing in this Agreement is intended to confer any rights, expressed or implied, to any third parties, and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors, successors in office, and assigns of the respective parties hereto.

H. Term of Agreement. This Agreement terminates when the CITY and the COUNTY fulfil their respective obligations as set forth herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

CITY OF PFLUGERVILLE:

By: [Signature]  
 Signature

Name: Jeff Coleman  
 Jeff Coleman

Title: \_\_\_\_\_  
 Mayor

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this 6<sup>th</sup> day of August, 2009, by Jeff Coleman as Mayor of the City of Pflugerville, on behalf of the City of Pflugerville.



Notary Public in and for the State of Texas

[Signature: Karen S. Thompson]

Printed/Typed Name: Karen S. Thompson

My commission expires: 5/18/2011

TRAVIS COUNTY, TEXAS

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

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

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of Travis County.

Notary Public in and for the State of Texas

\_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_





5

TRANSPORTATION AND NATURAL RESOURCES

RECEIVED  
COUNTY JUDGE'S OFFICE

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER 09 AUG 27 PM 4:18

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411 West 13th Street

Executive Office Building

P.O. Box 1748

Austin, Texas 78767

(512) 854-9383

FAX (512) 854-9436

## PRESS RELEASE

August 27, 2009

**Austin, TX -** Today the Texas Parks and Wildlife Commission awarded a \$1 million Urban Outdoor Recreation Grant to Travis County to develop the inaugural phase of its Onion Creek Greenway. The Commission ranked the county's project first among six projects from throughout the urban areas of the State. The County envisions a 21-mile greenbelt along Onion Creek across southeast Travis County between Interstate Highway 25 and the Colorado River. The open space/parkland corridor will link eleven existing and four future parks of the City, County, and State and will include a hike and bike trail, historical and archeological interpretive sites, fishing lakes, canoe/kayak launches, sports fields, picnic and camping areas, and a City renewable resource education center. In 2005 the voters of Travis County approved \$8.6 Million in park bonds to acquire land and develop the Onion Creek open space parkland. **Travis County Commissioner Margaret Gomez** said " The long term vision of this office has been to link Travis County parks and open spaces with other recreational areas in Travis County. The opportunity to acquire the Onion Creek Greenway is the culmination of this vision."

--MORE--

Over eighty percent of the corridor runs through publicly-owned land, including numerous city and county parks, McKinney Falls State Park, and the Austin-Bergstrom International Airport. The State Facilities Commission is considering locating its new State government campus along Onion Creek at SH 130. County **Executive Manager Joe Gieselman** said “Too frequently we think of eastern Travis County as a place of landfills, gravel pits, and sewage treatment plants. I view the Onion Creek Greenway as a catalyst for positive land uses changes, an amenity much like the Barton Creek Greenway in southwest Austin and Brush Creek Greenway in Williamson County. It can transform our sense of place”

The State grant will supplement county park bonds to develop the first two-mile phase of the Onion Creek Greenway between FM 973 and SH 71 including a hike and bike trail and the development of a new neighborhood park, Barkley Meadows, on Onion Creek near State Highway 130. The park will have trail-head parking, nature walks, a playground, meadow, fishing ponds and picnic area. Remnants of the historic Austin-to-Bastrop Highway, built on the original El Camino Real route, will be incorporated into the park trail system and a program to restore bottomland hardwoods and grasses to the flood plain will be initiated. The first segment of greenway connects two County parks – Southeast Metropolitan Park and Timber Creek Neighborhood Park. Using bond funds approved in 1997 and 2001, County acquired 309 acres of land and developed Southeast Metropolitan Park that includes soccer fields, youth and adult baseball fields, restrooms, three fishing ponds, two pavilions, community garden and orchard, picnic area, a 2.5-mile concrete trail loop, a 3-mile primitive trail, and wildlife viewing areas. Travis County is working with the U.S. Army Corp of Engineers to buy out flood-prone homes in the Timber Creek subdivision and will convert the subdivision into a neighborhood park.

Other segments of the 21-mile Onion Creek greenway are being planned for implementation. Discussions with potential partners, including the City of Austin Parks and Recreation Department, Austin-Bergstrom International Airport, and Texas Parks and Wildlife Department are underway. The next three-mile segment to be developed by the county will be within county-owned parkland between SH 71 and the confluence of Onion Creek with the Colorado River. The County envisions the greenway to connect residential areas, schools, employment centers and parks with various levels of amenities.

- MORE -

Watershed protection and restoration is a significant component of the County's greenway plan. Much of the greenway is within the designated 100-year floodplain of Onion Creek, a tributary to the Colorado River that flows year-round and floods dramatically during wet periods. Although thick stands of oak, pecan, hackberry and large cypress and cottonwoods line the creek, most of the land was cleared for pasture, a common practice in the eastern part of the county. The major focus of the program, then, is to restore bottomland hardwoods and grasses to reestablish floodplains to their proper functioning condition. By doing so, the impact of flooding will be mitigated, erosion reduced, and stream banks stabilized. Run-off is also filtered, floodwater retention is increased and groundwater recharged.

Along the corridor are numerous historical and archeological sites that will be incorporated into the trail experience. Historical sites include Michalk country grocery in the Moore's Crossing historic district, the old Congress Avenue bridge at Moya Park, Colonel Moore's pioneer cabin, McKinney homestead and grist mill within McKinney Falls State Park, and the remnants of the historic Austin-to-Bastrop Highway, built on the original El Camino Real route. Hikers will be carried back to the Age of the Dinosaurs with views of the Onion Creek Mossaur (MOSE-uh-sawr), a huge seagoing relative of the lizard discovered in 1934 by University of Texas geology students. The Onion Creek Greenway passes by Pilot Knob, a volcanic complex two miles in diameter that was once active in the Late Cretaceous time; trail users will be able to see the lava flows at McKinney Falls Park and other sites along the greenway.

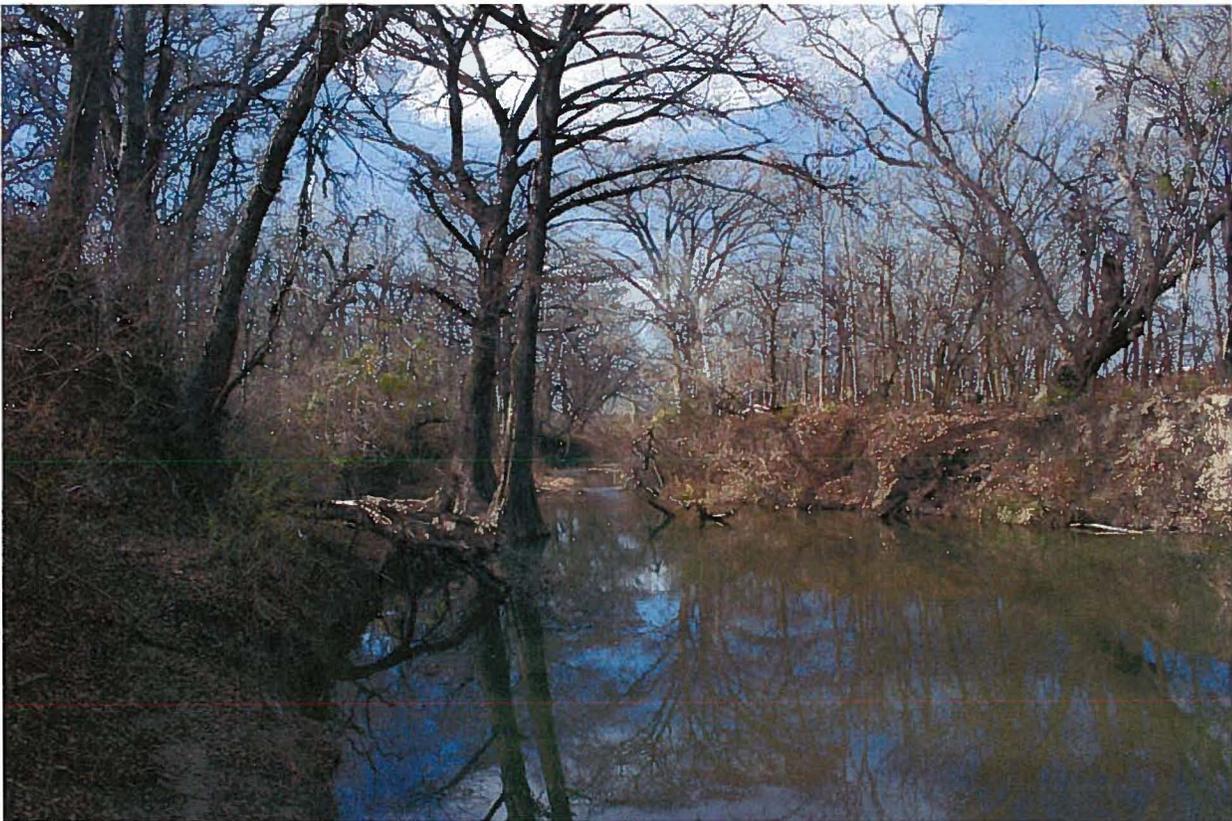
The vision for the greenway will become a reality with the sustained efforts of the County, City, and State over the next decade.

See attached photos and maps.

For more information contact: Joe Gieselman, 512.854.9383  
*EMAIL: [joe.gieselman@co.travis.tx.us](mailto:joe.gieselman@co.travis.tx.us)*

-- END --

## **Onion Creek**



*Onion Creek at the Barkley Tract*

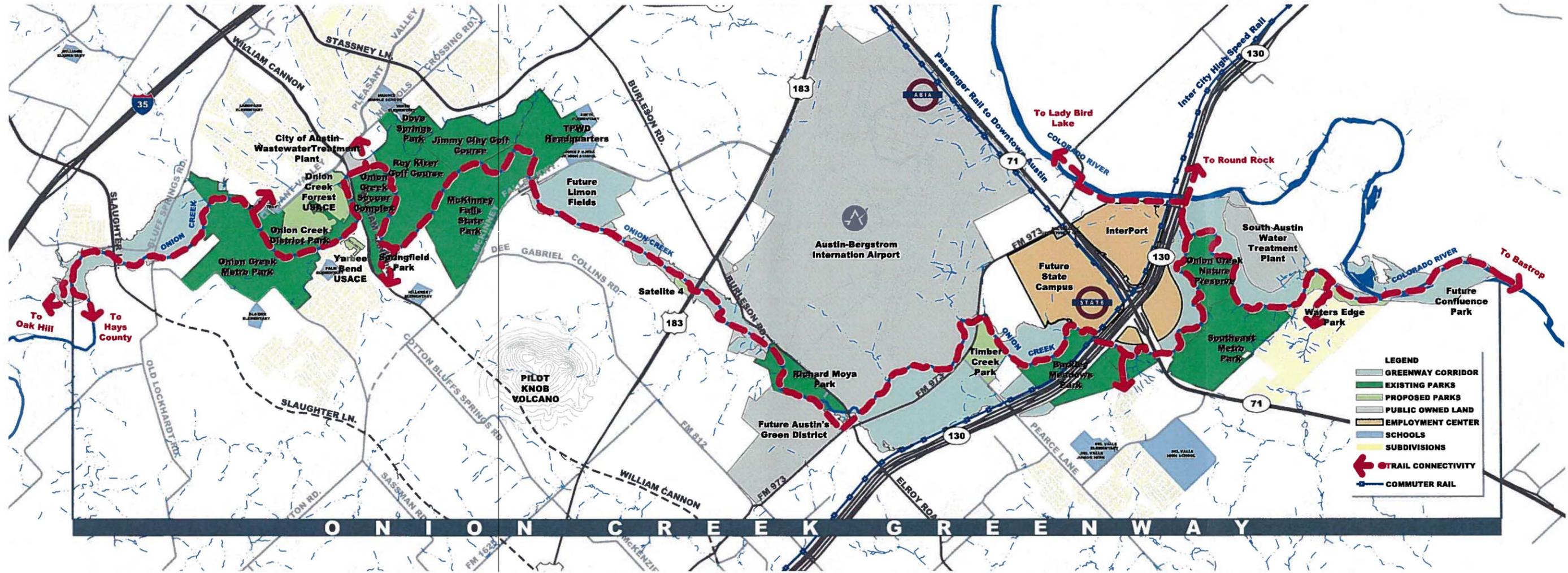
## Historic Bridge



Historic Barrel Arch Culvert on Barkley Tract

# A Vision Plan for Onion Creek Greenway

Travis County, Texas





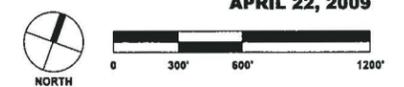
LEGEND

A	Primary Spine Trail (10' Concrete)
B	Secondary Trail (8' Decomposed Granite)
C	Nature Trail (8' Stabilized Earth)
D	Kayak Boat Launch
E	Fishing
F	Reforestation Area
G	Interpretive Area
H	Bird Viewing Area
I	Aquatic Viewing Area
J	Dragonfly Viewing Area
K	Picnic Area
L	Playscape
M	Group Pavilion / Restroom
N	Open Play Field
O	Practice Soccer / Football Fields
P	Shaded Spectator Area
Q	Parking Area
R	Neighborhood / Future Connectivity

**ONION CREEK GREENBELT  
PHASE I MASTER PLAN**



APRIL 22, 2009



**TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST**

Voting Session: September 1, 2009

Work Session: \_\_\_\_\_

(Sign) \_\_\_\_\_

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

B. Requested Text:

**CONSIDER AND TAKE APPROPRIATE ACTION ON FEE PROPOSALS BY THE TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT, INCLUDING:**

**A. ASSESSMENT OF FEES FOR RECOVERY OF TRAVIS COUNTY STORM WATER MANAGEMENT PROGRAM AND DEVELOPMENT REVIEW COSTS;**

**B. INCREASES IN ON-SITE WASTEWATER FEES FOR FY 2010; AND**

**C. DISCUSS PROPOSED PARK FEES AND REFUND POLICY AND TAKE APPROPRIATE ACTION.**

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

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

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

TNR: Jon White, Thomas Weber, Adele Noel, Don Ward, Mike Joyce

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 item budget
- Grant

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

Contract, Agreement, Policy & Procedure

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 AUG 27 PM 2:55



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

**NATURAL RESOURCES & ENVIRONMENTAL QUALITY**

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411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

August 26, 2009

**MEMORANDUM**

**TO:** Members of the Commissioner's Court

**FROM:** Joseph P. Gieselman, Executive Manager, TNR

**SUBJECT:** TNR Fee Proposals for the Travis County Storm Water Management and Development Review Programs

**Proposed Motion:** Consider and Take Appropriate Action on Fee Proposals by the Transportation and Natural Resources Department, including Assessment of Fees for Recovery of Travis County Storm Water Management Program and Development Review Costs.

**Summary and Staff Recommendations**

The existing Storm Water Management Program (SWMP) and Development Review Program deliver quality service to County citizens and the regulated community. Our programs work in concert to help ensure land development activities reduce water pollution so that Travis County streams and lakes maintain desirable water quality. Development reviews also ensure applications address regulations that maintain the high quality of life residents of the County expect, such as adequate streets, drainage, traffic safety, and avoidance of construction in flood-prone areas. These programs also assist other County personnel with technical guidance and oversight to ensure road, infrastructure, and maintenance operations do not cause water pollution and comply with floodplain management requirements. Through these programs, TNR staff provides technical guidance and compliance assistance to permit applicants, such as individual property owners and small business owners. TNR addresses citizen concerns through compliance inspections to ensure development and storm water regulations are followed.

However, these services are provided at a substantial cost of staff time and operating funds. The SWMP requirements were established by the Texas Commission on Environmental Quality (TCEQ) and U.S. Environmental Protection Agency. The program requirements of Travis County are an unfunded but enforceable mandate of the National Pollutant Discharge Elimination System and federal Clean Water Act.

In response to these resource demands, TNR proposes to establish fees that would bring new revenue to Travis County to fully fund the County's SWMP. Additional revenue would also come from a proposed increase in Development Review Fees. TNR reviewed the service cost recovery that existing fees provide for development/storm water management. Attachment A shows that the existing fees do not achieve cost recovery. Consistent with the County budget process to find reasonable revenue for programs, TNR has identified three fee proposals that we believe are appropriate for consideration by the Commissioner's Court.

Attachment B describes the three fee increase proposals. Each one of these proposals could be implemented fully or partially, as determined by the Commissioner's Court. The fee proposals include:

1. An increase in Development Review fees by 10% increase to achieve better cost recovery for the Development Review Program (\$45,000) and increased fees to gain new revenue of \$279,000 to fund TNR existing SWMP review functions. Estimates are based upon a typical year's number of development applications.
2. A new general drainage fee is proposed that would be assessed on select owners of real property in unincorporated Travis County. A small, broad-based fee could fully fund the SWMP Program with or without Development Review fee increases. This proposal recognizes that over 60% of SWMP program costs are unassociated with development and permitted activities. Three scenarios are provided that estimate revenue of \$900,000 per year or more.
3. A storm water maintenance fee along with a new permit program is proposed, to ensure structural controls (such as detention ponds) required of subdivision and commercial development are properly maintained and routinely inspected. Estimated revenue would be limited initially, but would grow over time, reaching \$84,000 by the fourth year.

For the three proposals, fee amounts were calculated to bring additional revenue to fully fund the most direct SWMP Program costs. Attachment B, Tables 1 and 2 show the specific changes for each development fee. Approved fees would allow for replacement of general revenue with fee revenue. TNR seeks guidance and direction from the Commissioner's Court on a revenue goal and the choice of fee amounts that should be established or revised.

### **Issues and Opportunities**

Without the establishment of a program-specific fee, Travis County SWMP staff and operating costs would continue to come from the general revenue, rather than fee revenue. Without an additional 10% increase in Development Review fees, existing program costs and services will continue to greatly exceed incoming fee revenue. Additionally, it is expected that the program requirements and costs will continue to grow in the near term future. County regulations adopted as "interim" water quality requirements apply only outside of ETJs. Once revised, SWMP staff plan review functions may double and require additional staffing. Other program drivers include increasing urbanization of Travis County, more stringent permit requirements when our Small MS4 permit is renewed every five years, and heightened public expectation for all TNR services. The ability to obtain revenue to implement the SWMP gives Travis County the opportunity to devote specific resources and focus on water pollution controls. Over time, implementation will achieve more responsible stewardship when land use is converted from natural, pre-existing conditions to urbanized uses.

### **Fiscal and Budgetary Impact**

The three fee proposals would provide Travis County additional revenue. Development-related fee increases would provide annual revenue of an estimated \$315,000 in a typical year, if both the SWMP and 10% proposals are approved. Atypical years like FY2010 would generate significantly less when development activity is lower. The General Drainage Fee proposal would bring annual revenue through a broad and predictable mechanism, at the target amount decided upon by the Court. The Storm Water Maintenance Fee would initially provide little revenue, but is estimated to increase to \$84,000 by FY 2013. Using a permit issuance/permit renewal process, owners responsible for payment of these fees would bring in stable and growing revenue.

### **Background**

Travis County must comply with the requirements of the Texas Pollutant Discharge Elimination System (TPDES) applicable to our federal and state designation as a Small Municipal Separate Storm Sewer System (Small MS4). Travis County applied for coverage under the TCEQ's Small MS4 General Permit on Feb. 7, 2008 and coverage was granted by TCEQ, effective May 4, 2009. Compliance with the permit necessitates specific tasks to implement seven minimum control measures that aim to reduce the discharge of pollutants in storm water runoff from urban and anthropogenic activities in unincorporated Travis County (see Attachment C). Under Local Government Code, Chapter 573, Travis County (as well as both Bexar, and Harris counties) have the authority to assess reasonable fees to fund SWMP implementation. Attachment D identifies the total direct cost of current SWMP staffing and operations as 8.0 full time equivalents (FTEs) and \$776,412. Currently, these services are provided by TNR without any fee revenue.

### **Required Authorizations:**

Planning & Budget Office  
County Attorney's Office

**cc:** Jon A. White, NREQ Division Dir.  
Anna Bowlin, Development Services Div. Dir.  
Stacey Scheffel, Development Services Program Mgr.  
Thomas Weber, Environmental Quality Program Mgr.  
Dave Fowler, Storm Water Project Manager  
Blain Keith, Auditor's Office  
Carol B. Joseph, TNR Assistant Director  
Cynthia McDonald, TNR Financial Manager  
Isabelle Lopez, TNR Senior Financial Analyst  
Jessica Rio, PBO Assistant Budget Manager

**ATTACHMENT A****EXISTING DEVELOPMENT PERMIT FEES**

Development Services Division in TNR receives and processes permit and plat applications. Following administrative and technical review, either a permit is issued or denied. Applications are considered based upon the requirements and constraints of state law, Travis County Code, and the adopted policies of the Commissioner's Court. A substantial amount of TNR resources accomplish this task. As summarized below, the existing application fees received by Travis County do not recover all services provided to developers of land by TNR from the Development Services Division. These costs described below do not include the additional cost of existing and future SWMP plan review staff services. As a result, the general public in Travis County is responsible for funding some land development costs through taxes.

In calculating the typical revenue received with an application that has a variable fee schedule, the median sized project was selected. In any given fiscal year, revenue may be lower or higher than these amounts, due to the range of projects proposed by the development community.

<b>Existing Development Permit Fees</b>				
<b>Permit Type</b>	<b>Existing Fee Schedule</b>	<b>Existing Fee for Typical Application</b>	<b>Travis County Actual Cost per Application</b>	<b>Cost Recovery</b>
<b>Floodplain Permit:</b>				
A Residential	\$37	\$37	\$90	36%
B Residential	\$78	\$78	\$1,171	7%
Non-Residential	\$26 + \$1.05/\$1,000 of construction valuation	\$300,000 valuation or \$341 fee	\$800	43%
<b>Utility Placement</b>	\$105	\$105	\$498	21%
<b>Driveway</b>	\$40	\$40	\$81	49%
<b>Subdivision Permit (Unincorporated, Non COA ETJ):</b>				
Preliminary Plan	\$250/plat of <10 acres + \$32/acre	80 acre plan or \$2,490 fee	\$3,381	74%
Final Plat (short)	\$2,350/Application + misc. fees	\$2,350	\$2,241	105%
Final Plat (long)	\$34/acre + \$44/lot	53 lot, 23 acre plat or \$3,114 fee	\$3,043	102%
Construction Plan	\$32/acre + \$44/lot	53 lot, 23 acre plat or \$3,068 fee	\$2,482	124%
Amended Plat	\$360 per lot	2 lots or \$720 fee	\$1,477	49%

## ATTACHMENT B

### FEE INCREASE PROPOSALS

#### Development Review Fee Increase – Proposal

This is an increase of existing fees that are assessed on those in the regulated community subject to TNR permits and plat requirements, requiring the services and oversight of both the SWMP staff and the Development Review staff. It is emphasized that the TNR costs represent the existing level of effort by the SWMP and Development Review programs and does not identify or request increased staffing.

Table 1 of this attachment includes two proposals: (1) a development fee increase for full cost recovery of the associated SWMP costs, plus (2) a ten percent increase in development fees, in order to recover a higher percentage of the cost of service. These fees have not been adjusted since 2004 and the increase was proposed in the TNR FY 2010 budget submittal.

- Table 1 shows the existing situation: fee amounts for each application type, the estimated staff costs for SWMP and permitting staff. Notably, it shows that Travis County does not achieve full cost recovery for its services.
- Table 1 shows an increased fee amount, based upon only an increase to support SWMP costs, along with the associated cost recovery. While these increases would achieve SWMP cost recovery fully in the average year of applications, it would not fully recover all costs (those associated with the permitting staff).
- Table 1 shows the additional dollar amount that a 10% increase in fees would provide for each permit type and the total revised fee (existing fee + SWMP increase + 10% increase).
- The subdivision-related fees in Table 1 reflect applications from the unincorporated area of Travis County outside the City of Austin Extra Territorial Jurisdiction (ETJ).
- The estimates for annual revenue are based upon a “typical” year of incoming applications. However, these estimates will not likely be achieved in FY 2010, based upon current development trends in Travis County.

Under this proposal, fees for subdivision proposals (preliminary plans, short and long form final plats, and construction plans) would be increased. Fees for non-subdivision permits (single family residential A & B, non-residential A & B, utility, and driveway permits) would also be increased. Calculations also use the average number of permit applications received annually and for fees that have a variable schedule, the median sized application was used. The actual number could be higher or lower, based upon development market conditions and actual proposed projects.

#### City of Austin ETJ Subdivision Application Fee – Proposal

Travis County adopted a separate development review fee structure in 2004 for the City of Austin ETJ. In the City of Austin ETJ, the environmental review is performed by City of Austin staff and the proposed fee adjustment does not include a fee for Travis County SWMP review. Also, TNR is proposing to collect the subdivision on-site sewage wastewater review fee at the County and eliminate it from the combined fee sheet. A 10% increase is proposed for these ETJ subdivision applications, as shown in Table 2 of this attachment.

Table 1

ATTACHMENT B - TABLE 1  
DEVELOPMENT FEE PROPOSALS FOR RECOVERY OF SWMP & PERMITTING COSTS

PERMIT TYPE	AVG. NO. PER YR.	EXISTING FEE SCHEDULE	AVG. FEE EXISTING	ACTUAL SWMP COST	ACTUAL PERMIT COST	ACTUAL TOTAL COST	COST RECOVERY EXISTING	NEW FEE SWMP	ADD'L REVENUE SWMP	COST RECOVERY W/SWMP FEE	10% DEV. REVIEW INCREASE	NEW FEE TOTAL	COST RECOVERY TOTAL	ADD'L REVENUE TOTAL	
<b>A</b>	2473														
<1 ACRE	2293	\$37	\$37	\$13	\$90	\$103	36%	\$50	\$29,809	49%	\$3	\$53	51%	\$36,688	
>1 ACRE	255	\$27	\$27	\$76	\$90	\$166	16%	\$105	\$19,890	63%	\$3	\$108	65%	\$20,655	
<b>B</b>	209														
<1 ACRE	121	\$78	\$78	\$235	\$1,171	\$1,406	6%	\$315	\$28,677	22%	\$8	\$323	23%	\$29,645	
>1 ACRE	13	\$78	\$78	\$315	\$1,171	\$1,486	5%	\$395	\$4,121	27%	\$8	\$403	27%	\$4,225	
<b>NON-RES A &amp; B</b>	324	\$26 + \$1.05 PER \$1000 VALUATION	\$341	\$219	\$800	\$1,019	33%	\$560	\$70,956	55%	\$34	\$594	58%	\$81,972	
<b>UTILITY</b>	52														
RD CUT	26	\$105	\$105	\$0	\$498	\$498	21%	\$0	\$0	21%	\$11	\$116	23%	\$286	
ROW CUT	26	\$105	\$105	\$63	\$498	\$561	19%	\$170	\$2,782	30%	\$11	\$181	32%	\$1,976	
<b>DRIVEWAY</b>	2150														
CURB-GUTTER	1612	\$40	\$40	\$8	\$81	\$89	45%	\$50	\$16,120	56%	\$4	\$54	61%	\$22,568	
RURAL	538	\$40	\$40	\$63	\$81	\$144	28%	\$100	\$32,280	69%	\$4	\$104	72%	\$34,432	
<b>UNINCORPORATED AREA (OUTSIDE COA ETJ) SUBDIVISIONS:</b>															
PRELIM PLAN	13	\$250/PLAT OF <10 AC + \$32/AC	\$2,490	\$1,683	\$3,381	\$5,064	49%	\$4,175	\$21,905	82%	\$249	\$4,424	87%	\$25,142	
FINAL PLAT-SHORT	20	\$2350/APPLICATION + ADD'L	\$2,350	\$2,012	\$2,241	\$4,253	55%	\$2,365	\$10,220	56%	\$235	\$2,600	61%	\$5,000	
FINAL PLAT-LONG	16	\$34/AC + \$44/LOT	\$3,114	\$945	\$3,043	\$3,988	78%	\$3,570	\$7,296	90%	\$311	\$3,881	97%	\$12,272	
CONSTR. PLAN	16	\$32/AC + \$44/LOT	\$3,068	\$3,343	\$2,482	\$5,825	53%	\$5,240	\$34,752	90%	\$307	\$5,547	95%	\$39,664	
AMENDED PLAT	16	\$360/LOT	\$720	\$0	\$1,477	\$1,477	49%	\$720	\$0	49%	\$36	\$756	51%	\$576	
<b>NEW SCHEDULE FOR SUBDIVISIONS</b>															
PRELIM PLAN		\$675/PLAT OF <10 AC + \$50/AC													
FINAL PLAT-LONG		\$40/AC + \$50/LOT													
CONSTR. PLAN		\$55/AC + \$75/LOT													
<b>ADDITIONAL REVENUE (TYPICAL YEAR)</b>									<b>\$278,808</b>	<b>\$315,101</b>					

Last Updated 08-27-09 at 5:30pm

TABLE 2

Travis County Development Review Fees inside the City of Austin ETJ			
	Current Fee	Current Fee + 10%	
<b>Preliminary Plan Review</b>			
Desired Development Zone, no RSMP	\$46.00	\$51.00	per acre
Desired Development Zone, with RSMP	\$33.00	\$37.00	per acre
Drinking Water Protection Zone, no RSMP	\$30.00	\$33.00	per acre
Drinking Water Protection Zone, with RSMP	\$17.00	\$19.00	per acre
*\$250.00 minimum for Preliminary Plan review			
<b>Long Form Plat Applications</b>			
<b>Final Plat Review:</b>			
Desired Development Zone, no RSMP	\$51.00	\$57.00	per acre
Desired Development Zone, with RSMP	\$36.00	\$40.00	per acre
Drinking Water Protection Zone, no RSMP	\$31.00	\$35.00	per acre
Drinking Water Protection Zone, with RSMP	\$17.00	\$19.00	per acre
<b>Residential Lot Review:</b>			
Desired Development Zone, no RSMP	\$66.00	\$73.00	per lot
Desired Development Zone, with RSMP	\$47.00	\$52.00	per lot
Drinking Water Protection Zone, no RSMP	\$40.00	\$44.00	per lot
Drinking Water Protection Zone, with RSMP	\$22.00	\$25.00	per lot
Commercial Lot Review ( <i>if any commercial lots</i> )	\$1,340.00	\$1,474.00	per plat
<b>Construction Plan Review</b>			
Desired Development Zone, no RSMP	\$40.00	\$44.00	per acre
	\$52.00	\$58.00	per lot
Desired Development Zone, with RSMP	\$22.00	\$25.00	per acre
	\$29.00	\$32.00	per lot
Drinking Water Protection Zone, no RSMP	\$40.00	\$44.00	per acre
	\$52.00	\$58.00	per lot
Drinking Water Protection Zone, with RSMP	\$22.00	\$25.00	per acre
	\$29.00	\$32.00	per lot
<b>Short Form Plat Applications</b>			
<b>Final Plat Review</b> (in all areas)	\$150.00	\$165.00	per plat

**Lot Review:**

Desired Development Zone, no RSMP	\$1,298.00	\$1,428.00	per lot
Desired Development Zone, with RSMP	\$826.00	\$909.00	per lot
Drinking Water Protection Zone, no RSMP	\$807.00	\$888.00	per lot
Drinking Water Protection Zone, with RSMP	\$335.00	\$369.00	per lot

**Plat Revision Applications**

**Amendments:**

Desired Development Zone, no RSMP	\$669.00	\$736.00	per lot
Desired Development Zone, with RSMP	\$452.00	\$498.00	per lot
Drinking Water Protection Zone, no RSMP	\$341.00	\$375.00	per lot
Drinking Water Protection Zone, with RSMP	\$124.00	\$137.00	per lot
Vacations/Public Utility Easements	\$315.00	\$347.00	per application
Vacations/ROW & Drainage Easements	\$680.00	\$748.00	per application

**Public Notice – if required** \$4.00 per lot owner in subdivision

**Plat Application Renewals**

10% of Original Fee if no change in application and less than 6 months of non-activity  
 100% of Original Fee if more than 6 months of non-activity

Development Permit Fee Increase – What Other Jurisdictions Assess

Many jurisdictions assess permit application fees to defray the cost of storm water-related costs.

- The LCRA Standard Development Permit application fee associated with the Highland Lakes Watershed Ordinance is \$60 for a 1 acre site, \$150 for a 10 acre site, and \$1,050 for a 100 acre site.
- The TCEQ requires authorizations for storm water controls on development over the Edwards Aquifer area. Commercial fees range from \$3,000 for sites < 1 acre to \$10,000 for sites > 100 acres. The TCEQ fee for one single-family residential dwelling on < 5 acres is \$650. Residential subdivision authorizations cost \$1,500 (< 5 acres to \$10,000 for >500 acres).
- Bexar County set a fee schedule for development that will disturb greater than 1 acre of land. An across-the-board fee of \$500 will be assessed.
- The City of Austin uses a fairly elaborate method, collecting fees for development that include a sum of individual assessments for many different aspects of a proposal, thereby connecting revenue with specific program costs and watershed location. Table 3 describes costs for subdivision preliminary and final plats and shows the rate for Water Supply Watershed areas.

<b>TABLE 3</b>		
<b>City of Austin Subdivision Development Fees</b>		
<b>Area</b>	<b>Preliminary Plan (&lt;1000 ac)</b>	<b>Final Plat (&lt;500 ac)</b>
Full Purpose City	\$550 + \$73/acre	\$825 + \$9/acre
Near Term Annexation Area	\$765 + \$73/acre	\$825 + \$9/acre
Desired Development Zone	\$380 + \$32/acre	\$565 + \$7/acre
Drinking Water Protection Zone (DWPZ) with Regional Stormwater Management Program (RSMP)	\$714 + \$66/acre	\$748 + \$8/acre
DWPZ without RSMP	\$653 + \$58/acre	\$640 + \$7/acre

- For site plans (associated with multi-family or commercial developments), the City of Austin drainage review costs associated with the construction element of a project range from \$1,270 for a <0.25 acre site to a fee of \$1,765 + \$10/acre for sites >15 acres.

General Drainage Fee - Proposal:

Numerous SWMP requirements that Travis County must implement are not associated with specific projects and serve broader, more public purposes. To recover these services and expenses, an annual fee could be assessed on owners of real property within unincorporated Travis County. Land use relates to the potential for urban storm water pollution, for instance factors like percent impervious cover or likelihood of land disturbance. Therefore, fee alternatives presented in Table 4 identify annual fees based upon classifications of property used by TCAD. Among the scenarios are cross-the-board exemptions from the fee for single family residences and agricultural land. Travis County could explore establishing collections as a part of the property tax collection, similar to what is done in Bexar County. With an annual fee of no greater than \$500, up to \$1.8 million in revenue could be generated. With an annual fee of no greater than \$300, up to \$900,000 could be generated. This revenue potential compares favorably to this category of SWMP costs that are currently identified as approximately \$489,000. This revenue potential also compares favorably to the current total SWMP costs of \$776,000 (See Attachment D).

General Drainage Fee – What Other Jurisdictions Assess:

- ❖ Bexar County, a nearby Small MS4, last year funded \$1.4 million in SWMP Program costs by assessing a fee on County property owners. The fee was assessed through the county appraisal district along with the existing property tax.
  - Fees on residential landowners ranged from \$10 to \$13/year.
  - Multi-family property fees assessed on the landowner range from \$22 (lot <22,000 square feet) to \$999 for lots > three acres.
  - Commercial property fees assessed on the landowner range from \$57 to \$1,057 based on lot sizes similar to the multi-family fee.
- ❖ Another example is the City of Austin, a Large MS4. All utility customers pay a monthly “comprehensive drainage fee”. For example a typical single family residential customer pays a fee of 12.12/month or \$145.44/year.

Table 4

TABLE 4 - GENERAL DRAINAGE FEE ALTERNATIVES

		ALT. 1		ALT. 2		ALT. 3	
	NO. TOTAL BY	ANNUAL	ALT. 1	ANNUAL	ALT. 2	ANNUAL	ALT. 3
	PROPERTIES	FEE	REVENUE	FEE	REVENUE	FEE	REVENUE
<b>Exempt</b>							
Totally Exempt (state, church, univ.)	39	\$0	\$0	\$0	\$0	\$0	\$0
Agric. Acreage	3,176	\$0	\$0	\$0	\$0	\$0	\$0
Agric. 1D	1	\$0	\$0	\$0	\$0	\$0	\$0
	<b>3,216</b>						
<b>Vacant</b>							
Vacant Land - details	14	\$0	\$0	\$0	\$0	\$15	\$210
Vacant Lot	9,878	\$0	\$0	\$0	\$0	\$15	\$148,170
Vacant Lot - non agric.	2,801	\$0	\$0	\$0	\$0	\$15	\$42,015
	<b>12,693</b>						
<b>Residential</b>							
Duplex	369	\$25	\$9,225	\$0	\$0	\$20	\$7,380
Farm/Ranch Improved	558	\$0	\$0	\$0	\$0	\$10	\$5,580
Farm/Ranch Mobile Home	101	\$0	\$0	\$0	\$0	\$10	\$1,010
Farm/Ranch Misc.	4	\$0	\$0	\$0	\$0	\$10	\$40
Single Family Residence (SFR)	47,680	\$0	\$0	\$0	\$0	\$10	\$476,800
SFR Details	812	\$0	\$0	\$0	\$0	\$10	\$8,120
SFR Mobile Home	4,828	\$0	\$0	\$0	\$0	\$10	\$48,280
	<b>54,352</b>						
<b>Commercial - Multi-Family - Development</b>							
Residential Inventory	4,027	\$300	\$1,208,100	\$150	\$604,050	\$150	\$604,050
Commercial	1,414	\$300	\$424,200	\$150	\$212,100	\$150	\$212,100
Commercial Condo	12	\$300	\$3,600	\$150	\$1,800	\$150	\$1,800
Commercial Details	222	\$300	\$66,600	\$150	\$33,300	\$150	\$33,300
Commercial (Resid. Conversion)	78	\$300	\$23,400	\$150	\$11,700	\$150	\$11,700
Condos	237	\$250	\$59,250	\$100	\$23,700	\$100	\$23,700
Multi-Family (4 or more)	29	\$250	\$7,250	\$100	\$2,900	\$100	\$2,900
4-Plex	86	\$100	\$8,600	\$40	\$3,440	\$40	\$3,440
Tri-plex	3	\$50	\$150	\$30	\$90	\$30	\$90
	<b>6,108</b>						
<b>Industrial</b>							
Utility (elec, pipeline, phone, water)	11	\$500	\$5,500	\$300	\$3,300	\$300	\$3,300
	<b>27</b>	<b>\$500</b>	<b>\$13,500</b>	<b>\$300</b>	<b>\$8,100</b>	<b>\$300</b>	<b>\$8,100</b>
<b>TOTAL</b>	<b>76,407</b>		<b>\$1,829,375</b>		<b>\$904,480</b>		<b>\$1,642,085</b>

Last Updated 08-27-09 at 5:30pm

**Storm Water Maintenance Fees - Proposal:**

This fee would be assessed initially upon County acceptance of each permanent structural control (such as a water quality storm water pond) placed to protect surface waters from storm water runoff. The responsible party would apply for and receive an initial Storm Water Maintenance Permit. A fee would be assessed annually through a permit renewal process. The structural controls would be associated with residential subdivisions and commercial site developments, but not single family residential lots. The fee would recover the cost of required, periodic inspections of the controls, enforcement related tasks, and for inventorying and mapping of the control structures. A re-inspection fee is also recommended and would be assessed after a SWMP inspection of a permanent structural control is conducted and found to be unsatisfactorily maintained. A re-inspection fee would be both an incentive for the owner of record to proactively maintain structural controls and would recover the cost of a County inspector needing to return to a site to verify corrective actions have been taken by a responsible party. Programmatic guidance would be necessary to ensure the fee was assessed consistently and only when a significant deficiency is noted.

Full cost recovery by the Travis County SWMP Program may not be possible (at least initially), since nearly all structures are pre-existing and were accepted by Travis County prior to current program requirements, unless there is a legal mechanism to bring them into the program. Additionally, the TCEQ permit standard has a scope to address structural control maintenance relating to re-development and new development, but not pre-existing infrastructure. Since both new and pre-existing structural controls can affect storm water quality, Travis County staff would seek to inspect structural controls on a routine basis, whether new or not.

Revenue estimates are based on the average number of new applications authorizing construction of control structures. For estimation purposes, it is assumed 20 subdivisions (each with two structures) and 64 commercial developments (each with one structure) would be permitted and renewed each year. As described in Attachment D, program costs associated with the current number of structures is \$82,389. For a four year horizon, Table 5 shows projected revenue. Over time, cost recovery may be possible:

<b>TABLE 5</b>					
<b>Potential Revenue from Storm Water Maintenance Fees</b>					
<b>Year</b>	<b>Fee</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
<b>New Subdivision Structures/Revenue</b>	\$300	40/\$12,000	40/\$12,000	40/\$12,000	40/\$12,000
<b>New Commercial Structures/Revenue</b>	\$300	64/\$19,200	64/\$19,200	64/\$19,200	64/\$19,200
<b>Annual Renewals/Revenue</b>	\$150	n/a	104/\$15,600	208/\$31,200	312/\$46,800
<b>Re-inspection Fees (10% assumed)</b>	\$50	n/a	10/\$500	21/\$1,050	31/\$1,550
<b>Permit Transfers (5% assumed)</b>	\$300	n/a	5/\$1,500	10/\$3,000	15/\$4,500
<b>Total/Revenue</b>		<b>\$31,200</b>	<b>\$48,800</b>	<b>\$66,450</b>	<b>\$84,050</b>

Storm Water Maintenance Fees – What Other Jurisdictions Assess:

This program is modeled from another similar program nearby. Harris County, a Large MS4, assesses a permit application fee of \$300 for the initial permit, \$150 for each annual permit renewal, \$300 to transfer the permit to a subsequent owner, and a re-inspection fee of \$50.

## ATTACHMENT C

### TRAVIS COUNTY STORM WATER MANAGEMENT PROGRAM

Approved by TCEQ, May 4, 2009

#### Minimum Control Measures Required under the General Permit and

#### Selected Best Management Practices (BMPs) in Travis County's Approved Plan

##### **MCM 1 – Minimum Control Measure (MCM) 1 - Public Education & Outreach**

Develop a public education program to distribute educational materials to the community or conduct equivalent outreach activities to inform the public about the impacts of storm water discharges on local waterbodies and the steps that can be taken to reduce storm water pollution.

Selected BMPs from the Travis County SWMP:

- Continue educational program support of City of Austin Grow Green Program.
- Select construction outreach materials and develop brochures for erosion and sediment control and driveway permits.
- Provide brochures and staff guidance to development permit applicants in TNR Permit Center.
- Channel 17 – Review and select materials and develop a broadcast program plan and schedule.

*This is a partial list. For a complete list of BMPs under MCM-1-7, please refer to the complete Travis County Storm Water Management Plan approved by TCEQ*

##### **MCM 2 – Public Involvement & Participation**

Include the public in developing, implementing, updating, and reviewing their storm water management programs. The public participation program should make every effort to reach out and engage all economic and ethnic groups.

Selected BMPs from the Travis County SWMP:

- Continue participation in ongoing efforts by the Regional Water Quality Protection Plan (RWQPP), LCRA Lake Travis Stakeholders, and SW Growth Dialogue.
- Continue participation in the Onion Creek, Walnut Creek, and Highland Lakes Flood Damage Evaluation Projects (FDEPs), Colorado River Floodplain Coalition (CRFC), and the Total Maximum Daily Load (TMDL) Implementation Task Force for Gilleland Creek.
- Continue to provide opportunities for landowner participation in buyout of floodplain land by the county.
- Provide opportunity for County stakeholders to participate in Code and technical standards revisions for SWMP.

##### **MCM 3 – Illicit Discharge Detection and Elimination (IDDE)**

The SWMP must include:

1. A storm sewer system map, showing the location of all outfalls and the names and location of all waters of the United States that receive discharges from those outfalls;
2. Through an ordinance, or other regulatory mechanism, a prohibition (to the extent allowable under State, Tribal, or local law) on non-storm water discharges into the MS4, and appropriate enforcement procedures and actions;

3. A plan to detect and address non-storm water discharges, including illegal dumping, into the MS4;
4. The education of public employees, businesses, and the general public about the hazards associated with illegal discharges and improper disposal of waste.

Selected BMPs from the Travis County SWMP:

- Review, permit, and inspect new and upgraded OSSF systems in the county MS4.
- Continue to respond to hazardous material spills and dumping per adopted procedures and agreements.
- Develop and implement an IDDE response plan identifying the primary first response jurisdiction and contacts for MS4 areas.
- Develop and maintain an inventory of industrial sites and perform outreach to educate and ensure compliance.
- Perform Outfall Reconnaissance Inventory (ORI) inspections to document structures, BMPs, and outfalls and complete MS4 Map.

#### **MCM 4 – Construction Site Storm Water Runoff Control**

Develop, implement, and enforce a program to reduce pollutants in storm water runoff to their MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Must include:

1. An ordinance or other regulatory mechanism requiring the implementation of proper erosion and sediment controls, and controls for other wastes, on applicable construction sites;
2. Procedures for site plan review of construction plans that consider potential water quality impacts;
3. Procedures for site inspection and enforcement of control measures;
4. Sanctions to ensure compliance (established in the ordinance or other regulatory mechanism);
5. Procedures for the receipt and consideration of information submitted by the public.

Selected BMPs from the Travis County SWMP:

- Finalize interim water quality rules for non-ETJ areas, including adoption of SWP3 regulations for subdivision and non-subdivision construction.
- Revise 1990 Inter Local Agreement (ILA) with LCRA for non-ETJ areas subject to the Highland Lakes Watershed Ordinance, including SWP3 requirements for subdivision and non-subdivision construction.
- Develop and implement a plan review system for SWP3 requirements for all projects. Review all projects 5 acres or greater by Year 3; all 3 acres or greater by Year 4; all non-single family residential projects (SFR) and SFR over 1 acre by Year 5.
- Develop and implement an inspection and enforcement system for SWP3 requirements, including technical standards, procedures, response protocols and training for inspectors.

#### **MCM 5 – Post-Construction Storm Water Management**

Develop, implement, and enforce a program to reduce pollutants in post-construction runoff to their MS4 from new development and redevelopment projects that result in the land disturbance of greater than or equal to 1 acre. The program must:

1. Develop and implement strategies which include a combination of structural and/or non-structural best management practices (BMPs);
2. Include an ordinance or other regulatory mechanism requiring the implementation of post-construction runoff controls to the extent allowable under State, Tribal or local law; and
3. Measures to ensure adequate long-term operation and maintenance of controls.

Selected BMPs from the Travis County SWMP:

- Develop and implement a plan review system for all projects requiring post-construction storm water BMPs. Review all projects 5 acres or greater by Year 3; all 3 acres or greater by Year 4; all non-single family residential projects (SFR) by Year 5.
- Develop and adopt regulations and other regulatory mechanisms to ensure operation and maintenance of post-construction BMPs in the county MS4. Adopt criteria for BMP maintenance.

- Adopt inspection procedures or agreements to ensure BMPs are constructed per plans. Inspect all projects 5 acres or greater by Year 3; all 3 acres or greater by Year 4; all Non-SFR projects Year 5.
- Conduct inspections and any required maintenance for any BMPs in the MS4 accepted by the county per adopted criteria.

## **MCM 6 – Pollution Prevention and Good Housekeeping for County Operations**

1. Develop and implement an operation and maintenance program with the ultimate goal of preventing or reducing pollutant runoff from municipal operations into the storm sewer system;
2. Include employee training on how to incorporate pollution prevention/good housekeeping techniques into municipal operations such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and storm water system maintenance.

Selected BMPs from the Travis County SWMP:

- Continue to monitor identified closed County landfills in the MS4 as necessary to maintain compliance with applicable waste and discharge regulations.
- Continue development of Environmental Health and Safety (EHS) Plans for primary MS4 maintenance facilities, including existing and new required storm water pollution prevention BMPs for this section.
- Develop and implement training program including storm water awareness, and procedures and standards for BMPs, for the EHS Plans and the MS4 maintenance operations.
- Adopt criteria for use of temporary and permanent ESC BMPs on county maintenance construction activities.

## **MCM 7 – Authorization for County Construction Activities**

The County's SWMP must include descriptions of:

1. How construction activities will generally be conducted by the County so as to take into consideration local conditions of weather, soils, and other site specific considerations;
2. The of the area included within the County's authorization;
3. How the County will supervise or maintain oversight over contractor activities to ensure that the Storm Water Pollution Prevention Plan (SWP3) requirements are properly implemented at the construction site; or how the County will make certain that contractors have a separate authorization for storm water discharges
4. a general description of how a SWP3 shall be developed, according to Part VI.E. of the general permit, for each construction site.

Selected BMPs from the Travis County SWMP:

- Develop SWP3 compliance system to be followed on all County Construction Activities, including technical standards, plan review, and inspection/enforcement.
- Review 100% of proposed County construction project plans for compliance with SWP3 Standards.
- Inspect 100% of County projects under construction for compliance with SWP3 Standards.
- Ensure newly constructed BMPs and drainage structures on County projects are documented through the ORI process.

## ATTACHMENT D

### STORM WATER MANAGEMENT PROGRAM (SWMP) COSTS

#### Development Review and Inspection

\$192,286	Salary and benefits, 2.8 FTEs
\$12,604	Operating costs
<b>\$204,890</b>	<b>TOTAL Annual Cost</b>

SWMP staff is responsible for reviewing County development applications for residential subdivisions outside of incorporated areas and outside the Austin ETJ. SWMP staff review also site plans for commercial development and for single family residential lots outside of incorporated areas. Miscellaneous applications for utility construction associated with rights-of-way and driveways are also reviewed by SWMP staff. All these activities address the requirement in the TCEQ-issued Small MS4 General Permit that the County enforce a program to reduce pollutants in the runoff from construction activities that disturb land. Technical review includes detailed plan review to determine the adequacy of erosion and sediment control measures and permanent structural controls. County services also include on-site inspection of proposals, data management, record management, and typical administrative tasks.

An additional set of tasks is for site monitoring during the construction phase of projects. SWMP-related tasks focus on inspecting erosion and sediment control measures in disturbed areas and the oversight of construction of permanent structural controls on the approved plans. Staff participates in pre-con, final inspections, and warranty release meetings. SWMP staff responds to citizen complaints, issues notices of violation, and re-inspects to determine if corrective actions are implemented.

The Travis County staff cost to provide these services to development applicants varies substantially by project type, project size, location relative to a floodplain or waterway, and jurisdiction. A few examples will illustrate these factors:

- Development of a single family lot that is less than one acre in size and not in a floodplain will require little SWMP permit review, while a lot larger than one acre located in a floodplain would require an estimated 9.5 hours of staff SWMP review time.
- Larger residential subdivision developments with road construction require SWMP review through a series of permit applications and routine monitoring of the site throughout the construction phase. Conversely, a residential subdivision project that includes no road construction may require only 13 hours of SWMP review time.
- Driveways associated with a curb/gutter street or a utility cut beneath a roadway requires little to no SWMP review, but a utility in or near a R.O.W. drainage or a rural driveway approach has an associated SWMP review cost (2 hours).

<b>Staff Cost per Application</b>						
<b>Application Type</b>	<b>Residential Subdivisions</b>	<b>Commercial Development</b>	<b>Single Family Lots</b>	<b>Utilities</b>	<b>Driveways</b>	
<b>Review</b>	\$535 to \$4,194	\$623 to \$965	0 to \$302	0 to \$63	\$8 to \$63	
<b>Monitoring</b>	\$1,397 - \$5,904	\$1397	\$44	0	0	
<b>Total</b>	\$1,932 to \$10,098	\$2,020 to \$2,362	\$44 to \$346	0 to \$63	\$8 to \$63	

General Program Implementation

\$360,551 Salary and benefits, 4.7 FTEs  
 \$128,582 Operating Costs  
**\$489,133 TOTAL Annual Cost**

All other SWMP program costs cannot be associated with a particular permit application nor a responsible party. Nonetheless, the TCEQ-issued Small MS4 General Permit requires Travis County to continually implement a cohesive program that must be publicly funded. These specific SWMP Program components are described in our TCEQ-approved SWMP and include:

- Education and Outreach
- Public Involvement
- Illicit Discharge Detection and Elimination (IDDE)
- Good Housekeeping and Pollution Prevention for County road, park, and fleet operations
- Review and inspection of County development projects and CIPs (roads, structures, facilities)
- Program oversight, policy, management, inter-governmental coordination

Post-Construction Inspections and Enforcement

\$30,139 Salary and benefits, 0.5 FTEs  
 \$52,250 Operating costs  
**\$82,389 TOTAL Annual Cost**

Travis County must comply with the TCEQ-issued Small MS4 General Permit, requiring a program to address post-construction runoff from new development and re-development projects. Travis County is identifying and mapping all outfalls and structures established in our jurisdiction that treat and convey runoff. The County SWMP Program is initiating a program to routinely inspect outfalls and structures and to respond to deficiencies through enforcement and follow up. Additionally, the existing SWMP Program annual budget includes \$50,000 for special projects in a R.O.W. and for R.O.W. erosion control and waste management associated with road maintenance in priority areas of the County MS4.

An estimated 350 residential and 250 commercial storm water ponds exist, serving the purpose of storm water quality improvement. An estimated 600 outfall structures are placed throughout the County, alleviating erosion in storm sewer conveyances. These structures must be maintained

by each responsible party, typically the property owner or homeowner's association. The SWMP Program intends to inspect storm water ponds at least once every 3 to 5 years and 10% of the outfalls once every five years. As urban development continues, the number of structures requiring inspection and the program costs will grow. This is further described in Attachment 3.

**TOTAL Estimated SWMP Costs to Travis County, per year**

\$582,976	Salary and benefits, 8.0 FTE
\$193,436	Operating costs
<b>\$776,412</b>	<b>TOTAL</b>



## TRANSPORTATION AND NATURAL RESOURCES

### ONSITE WASTEWATER PROGRAM

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411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4626

### MEMORANDUM

DATE: August 21, 2009

TO: Member of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director Development Services

SUBJECT: On-site wastewater fees

#### **Proposed Motion:**

Consider and take appropriate action on proposed increases in on-site wastewater fees for FY 2010.

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

County on-site wastewater fees have not changed since the mid 1990s. Over the years, the cost to the County to provide this service has increased. The County only recovers a small portion of its cost to provide the service. TNR is recommending re-structuring some of the fees and adding additional fees to help recover the cost of providing the service. In addition, TNR is recommending a 10% across the board increase in these fees. The fee increases were included in TNRs FY 2010 budget packet.

#### ***New and Restructured Fees:***

Re-application fee (10%-100% of the original fee): TNR has discovered over two thousand systems that are operating without licenses. This is a technical violation of State and County rules for on-site wastewater systems. The vast majority of these systems did not receive a final inspection and the permits were allowed to expire. County regulations require that systems be installed, completely inspected and licensed before the one-year permit expiration date. There is a \$50 one time 30-day permit extension fee, but the applicant must pay the fee and ask for the extension prior to permit expiration. Currently, the only remedy for property owners with expired permits and operating without a license is to re-apply for the permit at full fee. TNR is recommending adding the re-application fee in order to allow these property owners to receive new permits based on the cost to produce the permit and conduct the required inspections. It is important to note that permits issued under this new fee would have to meet the current State and County requirements.

Maintenance Contracts: The County has approximately 2600 on-site wastewater systems within its jurisdiction that require maintenance contracts. While private service providers must provide the maintenance for the property owner, the County is responsible for the oversight. This includes keeping detailed records of inspections; follow up on failed inspections, ensuring the maintenance provider submits reports in a timely manor and ensuring that property owner have an appropriate contract in place. It costs the County approximately \$16 per year for each system to provide this service. Over the 20-year average life span of a system it cost the County over \$300 per system to provide the service. In order to recover some of the County cost, TNR is recommending a \$100 surcharge to be paid at the time of application for systems that require maintenance. Williamson County charges \$200 per system at the time of permit, LCRA charges \$50 every two years, Bastrop County charges \$20 every year and Harris County charges \$10 per page (for an average system-\$40 per year).

Engineered Permit Fee: This fee is charged for permit applications for non-standard, professionally designed on-site wastewater systems. The current fee is \$450. TNR is recommending a 10% increase in the fee to \$495 in order to recover some of the County cost for permit review. In addition TNR is recommending charging an extra review fee for large systems, anything over 500 gallons per day (gpd). These large systems take more staff time to review and require a higher level of review staff. TNR is recommending charging an additional fee of \$50 for each 500gpd increment above 500gpd. Because the County can only permit systems that are less than 5000gpd, the maximum fee would be \$945. Other area fees range from a low of \$400 at LCRA to a high of \$565 at Bastrop County. LCRA also has additional fees for systems over 500 gpd. The maximum possible fee at LCRA is \$760.

Standard Permit Fee: This fee is charged for permit applications for simple on-site wastewater system designs. These systems are typically designed by a property owner or installer. The current fee is \$250. TNR is recommending a 10% increase in the fee to \$275 in order to recover some of the County cost for permit review. In addition TNR is recommending charging an extra review fee for large systems, anything over 500 gallons per day (gpd). These large systems take more staff time to review and require a higher level of review staff. TNR is recommending charging an additional fee of \$50 for each 500gpd increment above 500gpd. Because the County can only permit systems that are less than 5000gpd, the maximum fee would be \$725. Other area jurisdictions fees range from a low of \$250 at LCRA to a high of \$537 at the City of Austin. LCRA also has additional fees for systems over 500 gpd. The maximum possible fee at LCRA is \$610.

Septic Subdivision Review Fees: Most other jurisdictions incorporate their on-site wastewater subdivision review fees into their platting fees, making a comparison difficult. LCRA charges \$200 per plat plus \$15 per lot. The County's current fee is \$25 per lot for plats with four or less lots. For plats with more than four lots the fee is \$100 plus and extra \$5 for each lot over four. On average, it costs the County \$413 per plat to provide the review service. Under the current fee system, the County recovers less than a third of its cost to review. TNR is recommending that the fee be changed to \$200 per plat

plus an addition \$25 for each lot over four in order to recover some of the review cost. The new fee will allow the County to recover approximately 50% of its review cost.

**Budgetary and Fiscal Impact:** The on-site wastewater fee increases will result in an estimated \$19,226.95 increase in revenue for FY 2010 based on the projected number of applications in FY 2010.

**Required Authorization:** None.

**Exhibits:** Fee comparison

JPG:ab:ss  
1702

cc: Stacey Scheffel, TNR Development Services  
Chris Gilmore, County Attorney's Office  
Julie Joe, County Attorney's Office  
Blain Keith, Auditor's Office  
Carol B. Joseph, TNR  
Cynthia McDonald, TNR Financial Services  
Isabelle Lopez, TNR Financial Services

TNR's recommendation for FY10 fee schedule			No change in fees		County Cost	
	Proposed Fee On-Site Wastewater	FY10 expected revenue	Current Fee	FY10 expected revenue	per application (unless otherwise noted)	
Eng Permit up to 500 gpd	10% increase (rounded to the nearest dollar) \$ 495	\$210,375	\$ 450	\$ 213,750	\$ 688	
Eng Permit over 500 gpd	New Fee for large systems \$495 + \$50 for each 500 gpd over 500 gpd	\$ 15,375	\$ -	\$ -		
Standard Permit upto 500 gpd	10% increase (rounded to the nearest dollar) \$ 275	\$ 12,925	\$ 250	\$ 18,750	\$ 1,165	
Standard Permit over 500 gpd	New Fee for large systems \$275 + \$50 for each 500 gpd over 500 gpd	\$ 1,325	\$ -			
Eng. Adj.	No Change	\$ 200	\$ 6,000	\$ 200	\$ 6,000	\$ 238
Permit renewals	10% increase (rounded to the nearest dollar) \$ 55	\$ 385	\$ 50	\$ 3,750	\$ 583	
Re-application	New Fee	10%-100% of the original fee \$ 8,000	\$ -	\$ -		
re-inspection fee	10% increase (rounded to the nearest dollar) \$ 66	\$ 4,950	\$ 60	\$ 4,500	\$ 280	
Maintenance contracts	New Fee	\$100 paid at the time of application \$ 2,100	\$ -	\$ -	\$ 16 per year cost	
Septic Subdivision	Fee Restructuring and increase	\$200 per plat + \$25 for each lot over 4 lots \$ 10,000	\$25/1st 4 lots+\$5per lot over 4	\$ 5,458	\$ 413	
Total Expected Revenue		\$271,435		\$ 252,208		
Increased Revenue from fee increases		\$ 19,226				



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

August 25, 2009

### MEMORANDUM

**TO:** Members of the Commissioners' Court  
**FROM:** Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Discuss Proposed New Park Fees and Refund Policy

**Agenda Item:** DISCUSS PROPOSED NEW PARK FEES AND REFUND / DEPOSIT POLICIES

#### Summary and Recommendation:

##### **Park Fees**

The County plays a distinctive role as a recreation provider in the Austin metropolitan area due to the resources that attract visitors to its parks. It is the major provider of water based recreation facilities, providing almost one-half of the boat ramps and nearly two-thirds of the designated swim areas in the county. Although the park system has few improved campsites, County parks enjoy extensive camping, too.

In order to offset the cost of administering and maintaining parks, park agencies implement user fees. Park systems nationwide have to balance increasing public demands for access, security, diversity, choice of recreation, and quality with the increase in maintenance and operating costs at a time when budget dollars are limited. However, there is a national trend for park users who benefit from park use paying a higher share of maintenance and operations costs.

Travis County charges park use fees and camping fees where applicable at the following parks: Hamilton Pool Preserve, Tom Hughes Park, Hippie Hollow Park, Bob Wentz Park @ Windy Point, Pace Bend Park, Loop 360 Boat Ramp, Mansfield Dam Park, Cypress Creek Park, Reimers Ranch, Sandy Creek Park, and Arkansas Bend Park.

Current park fees for these parks were last changed in 2003. We propose an increase in our Day-Use fee from \$8 per vehicle to \$10 per vehicle and the Day-Use fee at Hippie Hollow from \$10 per vehicle to \$12 per vehicle. The Annual Permit and Duplicate Annual Permit would increase from \$75 and \$25 per vehicle to \$100 and \$50 per vehicle. We also propose to delete the General Use/Trailer Parking @ Loop 360 fee. The existing Day-Use and Trailer fees would already apply to this park. The chart below outlines our current fees with the proposed changes.

<b>Fee</b>	<b>Current</b>		<b>Proposed</b>
General Use/Trailer Parking @ Loop 360	\$10	per vehicle / trailer	<b>Delete</b>
Day Use	\$8	per vehicle	<b>\$10</b>
Day Use at Hippie Hollow Park	\$10	per vehicle	<b>\$12</b>
Pedestrian/Bicyclist	\$3	per pedestrian/ bicycle	<b>No Change</b>
Pedestrian/Bicyclist at Hippie Hollow Park	\$5	per pedestrian/ bicycle	<b>No Change</b>
Primitive Camping aka Day/Night Combo	\$15	per vehicle	<b>No Change</b>
Improved Camping ( <i>plus \$10.00 reservation fee</i> )	\$20	per vehicle	<b>No Change</b>
Trailer Parking Fee ( <i>No charge to Lone Star Seniors and Veterans</i> )	\$2	per trailer, per day	<b>No Change</b>
Annual Day Use Permit (+ \$2.00 per vehicle at Hippie Hollow)	\$75	per vehicle	<b>\$100</b>
Duplicate Annual Permit (+ \$2.00 per vehicle at Hippie Hollow)	\$25	per vehicle	<b>\$50</b>
Pedestrian/Bicycle Annual (+ \$2.00 per pedestrian/bicycle at Hippie Hollow)	\$25	per pedestrian/ bicycle	<b>No Change</b>
Annual Trailer Parking Permit	\$30	per trailer	<b>No Change</b>
Lone Star Pass for Day Use (Senior Citizens)	No Charge	for age 62 or older	<b>No Change</b>
Improved Camping (plus \$10.00 reservation fee) for Lone Star / Annual Permit Holders	\$15	per vehicle	<b>No Change</b>
Overnight Camping for Lone Star/Annual Permit Holders	\$7	per night	<b>No Change</b>
Lone Star Veteran Pass for Day Use	No Charge	to U.S. Veteran w/ 60% service related disability	<b>No Change</b>
Camping (unimproved) for Lone Star Veterans	No Charge	if in vehicle w/ permit	<b>No Change</b>

### **Refund & Deposit Policies**

In 2008, Commissioners' Court approved new fees for athletic fields. To improve accountability, these fees included an increase in the field reservation fee from \$10 per complex per day (up to 18 fields) to \$5 per field per hour. With this considerable increase in reservation fees we found it fair to provide a mechanism to receive a refund for reservation fees if reasonable

notice is given for cancellation of an athletic event. We are asking the Court to approve the following Refund Policy for Athletic Field Rental:

**“Travis County Parks must receive the cancellation request twelve (12) business days in advance of the scheduled event date to receive full refund to include all fees. Renters may make changes to their athletic field reservation (alterations of the hours reserved) provided that it is done four (4) business days prior to the event. If a renter fails to cancel the use of an athletic field twelve (12) business days prior to the rental date they, forfeit all “reservation fees.” All fees are due four (4) business days prior to the rental date.”**

The \$10 reservation fee for Shelters, Pavilions, and Concession Stands remains non-refundable.

In 2008 the Court also adopted new fees for the East Metro Park Community Pavilion. This fee included a \$100 deposit to ensure that groups cleaned the facility after their event. This refundable deposit has been beneficial in reducing the maintenance required between facility rentals. We therefore propose implementing a \$50 refundable deposit on Shelter Rentals at our other County Parks. This would include shelters at Ben E. Fisher, Del Valle, East Metro, Northeast Metro, Richard Moya, Southeast Metro, and Webberville Parks.

#### **Additional Changes**

Several other minor changes to the parks fee schedule include removing Southwest Metro from the athletic field, concession building, and shelter rental categories. We have no plans these types of rentals at Milton Reimer Ranch Park.

The Mansfield Dam concession building was added to the pavilion rental section. This facility has not been used for several years due to lack of concessionaire interest, therefore we are proposing to offer it to the public as a facility rental.

We also changed the \$15 reservation fee at the Bob Wentz Pavilion to \$10 to be consistent with other facility reservation fees. Other changes are simply format changes to help clarify the fee schedule. Attached is a revised park fee table with all the proposed changes.

#### **Budgetary and Fiscal Impact:**

If the proposed fee increases are implemented by January 1, 2010 TNR's Financial Services Staff estimate an increase of approximately \$280,000 in revenue for fiscal 2010.

#### **Background:**

Travis County Parks last raised park day use and camping fees in October 2003. Changes to our athletic field fees were implemented January 2009. Below is a comparison of fees at other local public parks.

<b>Agency</b>	<b>Day-Use Fee</b>	<b>Annual Pass</b>
<b>City of Austin</b>	\$5 (Mon-Thur) \$8 (Fri-Sun) (per vehicle)	Discount Pass (20 entries for \$75)(per vehicle)
<b>Lower Colorado River Authority (Fees vary per park)</b>	\$5 (per vehicle) or \$4 (per person)	\$60 (Not available for all locations)
<b>Texas Parks &amp; Wildlife McKinney Falls</b>	\$5 (per person)	\$60
<b>Travis County Parks (proposed)</b>	\$10 (per vehicle) or \$12 at Hippie Hollow or with a trailer	\$100 (requires additional \$2 at Hippie Hollow or with a trailer)

**Required Authorization:**

Travis County Commissioners' Court  
 Lower Colorado River Authority for LCRA/Travis County Parks

**Attachments:**

Park fee table with proposed changes

cc: Charles Bergh, TNR Parks Division Director  
 Robert Armistead, TNR Parks Program Manager  
 Dan Chapman, TNR Chief Park Ranger  
 Dan Perry, TNR West District Park Manager  
 Kurt Nielsen, TNR East District Park Manager  
 Blain Keith, Auditor's Office  
 Carol B. Joseph, TNR Assistant Director  
 Cynthia McDonald, TNR Financial Manager  
 Isabelle Lopez, TNR Senior Financial Analyst  
 Jessica Rio, PBO Assistant Budget Manager

DESCRIPTION		CURRENT FEE		PROPOSED CHANGE	JUSTIFICATION
<b>PARK FEES</b>					
	General Use/Trailer Parking @ Loop 360	\$10	per vehicle / trailer	<b>Delete</b>	Fees for Loop 360 are the same as other park fees. There is no need for a separate fee.
	Day Use	\$8	per vehicle	<b>\$10</b>	Increased revenue for Travis County; help offset park expenditures.
	Day Use at Hippie Hollow Park	\$10	per vehicle	<b>\$12</b>	Increased revenue for Travis County; help offset park expenditures.
	Pedestrian/Bicyclist	\$3	per pedestrian / bicycle		
	Pedestrian/Bicyclist at Hippie Hollow Park	\$5	per pedestrian / bicycle		
	Primitive Camping aka Day/Night Combo	\$15	per vehicle		
	Improved Camping ( <i>plus \$10.00 reservation fee</i> )	\$20	per vehicle		
	Trailer Parking Fee ( <i>No charge to Lone Star Seniors and Veterans</i> )	\$2	per trailer, per day		
	Annual Day Use Permit (+ \$2.00 per vehicle at Hippie Hollow)	\$75	per vehicle	<b>\$100</b>	Increased revenue for Travis County; help offset park expenditures.
	Duplicate Annual Permit (+ \$2.00 per vehicle at Hippie Hollow)	\$25	per vehicle	<b>\$50</b>	Increased revenue for Travis County; help offset park expenditures.
	Pedestrian/Bicycle Annual (+ \$2.00 per ped/bicy at Hippie Hollow)	\$25	per pedestrian / bicycle		
	Annual Trailer Parking Permit	\$30	per trailer		
	Lone Star Pass for Day Use (Senior Citizens)	No Charge	for age 62 or older		
Last Updated 08-27-09 at 5:30pm	Improved Camping (plus \$10.00 reservation fee) for Lone Star / Annual Permit Holders	\$15	per vehicle		
	Overnight Camping for Lone Star/Annual Permit Holders	\$7	per night		
	Lone Star Veteran Pass for Day Use	No Charge	to U.S. Veteran w/ 60% service related disability		
	Camping for Lone Star Veterans	No Charge	if in vehicle w/ permit		
	Pavilion at Bob Wentz Park ( <i>plus \$15.00 reservation fee</i> )	\$10	per hour, 4hr min	<b>Move to Pavilion section</b>	The Bob Wentz Pavilion fee should be listed in the pavilion section below.

DESCRIPTION		CURRENT FEE		PROPOSED CHANGE	JUSTIFICATION
<b>ATHLETIC FIELDS (BASIC) Effective January 1, 2009</b>				<b>Refund Policy - Athletic Fields</b>	
	<i>Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Southwest Metro, Webberville.</i>				“Travis County Parks must receive the cancellation request twelve (12) business days in advance of the scheduled event date to receive full refund to include all fees. Renters may make changes to their athletic field reservation (alterations of the hours reserved) provided that it is done four (4) business days prior to the event. If a renter fails to cancel the use of an athletic field twelve (12) business days prior to the rental date they, forfeit all “reservation fees.” All fees are due four (4) business days prior to the rental date.” (Also, delete Southwest Metro from this section.)
<b>Reservation Fee</b>					
	Groups (General)	\$5	per field, per hour		This section has been updated more clearly.
	Groups (Non-Profit Youth)	\$5	per field, per hour		
<b>Usage Fee</b>					
	Groups (General)	\$5	per field, per hour		
	Groups (Non-Profit Youth)	No Charge			
<b>Tournament/Special Events Fee (Maintenance Surcharge)</b>					
	<i>Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Southwest Metro, &amp; Webberville:</i>				Delete Southwest Metro from this section.
	Groups (General)	\$5	per field, per hour		
	Groups (Non-Profit Youth)	\$5	per field, per hour		
<b>LIGHTS</b>					
	<i>Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Southwest Metro, Webberville:</i>				Delete Southwest Metro from this section.
	<b>Baseball/Softball (\$5.00 per 15 minute increments)</b>				
	Groups (General)	\$20	per field, per hour		
	Groups (Non-Profit Youth)	\$20	per field, per hour		
	<b>Soccer (\$7.50 per 15 minute increments)</b>				
	Groups (General)	\$30	per field, per hour		
	Groups (Non-Profit Youth)	\$30	per field, per hour		

Last Updated 08-27-09 at 5:30pm

<b>FIELD PREPARATION (SET-UP ONLY)</b>				
<i>Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Southwest Metro, Webberville:</i>				Delete Southwest Metro from this section.
Groups (General)	\$30	per field, per day		
Groups (Non-Profit Youth)	\$30	per field, per day		
DESCRIPTION	CURRENT FEE	PROPOSED CHANGE	JUSTIFICATION	
<b>SHELTER RENTAL</b>		<b>Refund Policy - Shelter/Pavilion and Concession Buildings</b>		
<i>Ben E. Fisher, Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Southwest Metro, Webberville. Rental plus \$10.00 reservation fee. The fees apply Friday, Saturday, Sunday, &amp; Holidays only.</i>			Renter must give twelve (12) business days notice to receive rental refund. \$10 reservation fee is non-refundable. Note: this section is now SHELTER RENTAL rather than SHELTER/PAVILION RENTAL. Delete Southwest Metro from this section.	
Shelter Deposit (Refundable)		\$50	Deposit necessary to help ensure cleaning after shelter rentals.	
Small w/electricity	\$30	per day		
Large w/electricity	\$50	per day		
X-Large w/electricity	\$75	per day		
<b>CONCESSION BUILDING RENTAL</b>				
<b>Basic Concession Building</b>				
<i>Del Valle, Moya, Webberville (ball fields). Rental plus \$10.00 reservation fee.</i>				
Groups (General)	\$100	per building, per day		
Groups (Non-Profit Youth)	\$35	per building, per day		
<b>Improved (Enhanced) Concession Building</b>				
<i>East Metro, Northeast Metro, Southeast Metro, Southwest Metro, Webberville (soccer fields). Rental plus \$10.00 reservation fee.</i>				
Delete Southwest Metro from this section.				
Groups (General)	\$150	per building, per day		
Groups (Non-Profit Youth)	\$50	per building, per day		

Last Updated 08-27-09 at 5:30pm

	<b>Improved Concession with Shelter</b>			
	<i>East Metro, Northeast Metro, Southeast Metro, Southwest Metro</i>			Delete Southwest Metro from this section.
	<b>Rental plus \$10.00 reservation fee.</b>			
	Groups (General)	\$200	per building, per day	
	Groups (Non-Profit Youth)	\$125	per building, per day	
	<b>DESCRIPTION</b>	<b>CURRENT FEE</b>		<b>PROPOSED CHANGE</b>
	<b>PAVILION RENTAL</b>			Add this section: Pavilion Rental
	<b>East Metro Community Pavilion Center (Effective July 1, 2008)</b>			
	<b>Reservation fee</b>	\$10	per day	
	<b>Deposit (Refundable)</b>			
	Groups (General & Non-Profit Youth)	\$100	per day	
	<b>Hourly/Daily Rate</b>			
	Groups (General & Non-Profit Youth)	\$35	per hour/2 hr minimum	
		\$300	per day (park hours)	
	<b>Bob Wentz Pavilion / Mansfield Dam</b>			
	<b>Reservation fee</b>	\$15		\$10 Include the Mansfield Dam concession building. Change the reservation fee to \$10 to be consistent with other facility reservation fees.
	<b>Deposit (Refundable)</b>			
	Groups (General & Non-Profit Youth)	\$0	per day	\$100 Newly established.
	<b>Hourly/Daily Rate</b>			
	Groups (General & Non-Profit Youth)	\$10	per hour/4 hr minimum	Renters must also pay \$10 per vehicle Day-use fee.

# 10

**Travis County Commissioners Court Agenda Request**

Voting Session : September 1, 2009  
(Date)

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

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

B. Requested Text:

Consider and Take Appropriate Action on the Request from Austin/Travis County Health and Human Services Department to Add a Date to Conduct Influenza Immunizations as Part of the Pandemic Influenza Response Plan and Waive Fees for Use of the Travis County Exposition Center.

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

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

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 AUG 25 PM 1:22

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



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767**

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

**DATE:** August 25, 2009

**TO:** Members of the Commissioners Court

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

**SUBJECT:** Pandemic Influenza Response Plan

**Proposed Motion:**

Consider and Take Appropriate Action on the Request from Austin/Travis County Health and Human Services Department to Add a Date to Conduct Influenza Immunizations as Part of the Pandemic Influenza Response Plan and Waive Fees for Use of the Travis County Exposition Center.

**Summary and Staff Recommendations:**

In cooperation with the Texas Department of State Health Services (DSHS) and Austin/Travis County Health and Human Services Department (ATCHHSD), Travis County has historically participated in coordination of immunizations throughout the community.

Staff recommends the Court approve the request to move up the seasonal flu schedule to include September 23, 2009 in order to accommodate the expected increase in the number of individuals seeking seasonal flu shots and to prepare for H1N1

immunizations when the vaccine becomes available and waive fees in connection with the use of the Travis County Exposition Center.

**Budgetary and Fiscal Impacts:**

Approval of this request would not affect the County's Budget other than waiving the fee for use of space at the Travis County Exposition Center.

**Issues and Opportunities:**

Currently, public health officials have 14 dates scheduled from September to mid-November of 2009 (Mass Flu Clinic Schedule attached) for residents to obtain flu immunizations with 4 contingency dates (mid-November through December 2009). In anticipation of the availability of the H1N1 vaccine, Staff requests that the Court approve Wednesday, September 23, 2009, as an additional date at the Travis County Exposition Center for rural County residents to obtain immunizations. Staff would require access to the facility from 6:30 a.m. until 2:00 p.m., in order to operate a drive-through clinic from 7:30 a.m. until 1:00 p.m. There is currently one confirmed date scheduled at the Exposition Center (October 21, 2009) which would, if this request is approved, allow Staff to reserve the October date to dispense the H1N1 vaccine.

**Background:**

Travis County, along with its partners at the City of Austin, has worked to develop plans to strengthen the region's public health infrastructure and facilitate Pandemic Influenza Immunizations. Typically, A/TCHHSD schedules a number of dates at various locations scheduled throughout the County to provide opportunities to residents to obtain flu immunizations from September through December.

cc: Roger El-Khoury, Director, Facilities Management  
Michael Norton, Director, Exposition Center Division



## COA HHSD 2009 Mass Flu Clinic Schedule



Site/Location	County /Metro Area Served	Dates	Contingency Dates	Business Hours*	Type	Site Status
St. Johns Community Center (Gymnasium) (7500 Blessing Ave, Austin, TX 78752)	Northeast	Saturday, September 12th, 2009		9:00 a.m. - 2:00 p.m.	Walk	<b>Confirmed</b>
Givens Park (3811 E 12th St., Austin, TX 78721)	East Central	Wednesday, September 16th, 2009		7:30 a.m.-1:00 p.m.	Drive-Thru or Walk	<b>Confirmed</b>
South Austin Neigh. Center (2508 Durwood St Austin, TX 78704)	South and Central	Saturday, September 19th, 2009		9:00 a.m. - 2:00 p.m.	Walk	<b>Confirmed</b>
Travis County Expo (7311 Decker Ln Austin, TX 78724)	Far East, County Residence	Wednesday, September 9th *or* Wednesday, September 23rd		7:30 a.m.-1:00 p.m.	Drive-Thru	<b>NOT CONFIRMED</b>
Givens Park (3811 E 12th St., Austin, TX 78721)	East Central	Wednesday, October 14, 2009		7:30 a.m.-1:00 p.m.	Drive-Thru or Walk	<b>Confirmed</b>
Pflugger Hall (203 E. Pecan St. Suite B) Pflugerville, TX 78660)	North, County Residence	Wednesday, October 28th, 2009		2:00 p.m. to 7:00 p.m.	Walk	<b>Confirmed</b>
Travis County Expo (7311 Decker Ln Austin, TX 78724)	Far East, County Residence	Wednesday, October 21, 2009		7:30 a.m.-1:00 p.m.	Drive-Thru	<b>Confirmed</b>
South Austin Neigh. Center (2508 Durwood St Austin, TX 78704)	South and Central	Saturday, October 31, 2009		9:00 a.m. - 2:00 p.m.	Walk	<b>Confirmed</b>
Manchaca Baptist Church (1215 FM 1626 Manchaca, TX 78652)	Far South, County Residence	Wednesday, November 04, 2009		1:00 p.m. - 7:00 p.m.	Walk	<b>Confirmed</b>
Montopolis Recreation Center (1200 Montopolis Dr., Austin, TX 78741)	Southeast	Thursday, November 05, 2009		11:00 a.m. - 6:00 p.m.	Walk	<b>Confirmed</b>

St. Johns Community Center (A & B) (7500 Blessing Ave, Austin, TX 78752)	Northeast	Tuesday, November 10, 2009		7:30 a.m. - 1:00 p.m.	Walk	<b>Confirmed</b>
TC Fire/EMS (2 locations): 5905 Nuckols Crossing & 1201 Webberville Road	South and East	Wednesday, November 11, 2009		9:00 a.m. - 2:00 p.m.	Walk	<b>Confirmed</b>
Travis County Fire ESD No. 2 Pflugerville Fire (203 E. Pecan, Pflugerville, TX 78660)	North, County Residence	Wednesday, November 11, 2009		9:00 a.m. - 2:00 p.m.	Walk	<b>Confirmed</b>
NWRec Center (2913 Northland DrAustin, TX 78757)	Northwest	Saturday, November 14, 2009		11:00 a.m. - 3:00 p.m.	Walk	<b>Confirmed</b>
Pflugger Hall (203 E. Pecan (Suite B).	North, County Residence		18-Nov-09	9:00 a.m. - 2:00 p.m.	Walk	<b>Confirmed</b>
Givens Park	East Central		2-Dec-09	7:30 a.m.-1:00 p.m.	Walk	<b>Confirmed</b>
SASC	South and Central		10-Dec-09	10:00 a.m. - 2:00 p.m.	Walk	<b>Confirmed</b>
St. Johns	Northeast		11-Dec-09	Day Reservation	Walk	<b>Confirmed</b>

Last Updated 08-27-09 at 5:30pm

**From:** "Terry, Linda" <Linda.Terry@ci.austin.tx.us>  
**To:** "David Salazar" <David.Salazar@co.travis.tx.us>  
**Date:** 8/24/2009 4:34 PM  
**Subject:** Texas Expo Center  
**Attachments:** COA HHSD Mass Flu Clinic Schedule.doc

**CC:** <sherri.fleming@co.travis.tx.us>, "Huang, Philip" <Philip.Huang@ci.austi...  
**David:**

Thank you for assisting with reserving the Travis County Expo Center for Wednesday, September 23, 2009. Staff will need to have access from 6:30 a.m. until about 2:00 p.m. The actual drive-thru clinic will be 7:30 a.m.-1:00 p.m.

\* At the Texas DSHS Pandemic Flu meeting in August, Jack Simms (Immunization Branch Manager) encouraged local providers to move seasonal flu vaccines as soon as possible.

\* The decision was made last week to move up the seasonal flu schedule in order to be able to handle the expected increase in number of persons seeking seasonal flu shots and to be prepared to begin H1N1 shots with their anticipated availability in mid-October. I've attached a draft schedule for you information which shows the dates and sites for the 2009 Mass Flu Clinics which will include seasonal and H1N1.

\* We are seeking the additional date on September 23 for "seasonal flu" and will reserve the previously approved date of October 21 for H1N1.

\* The Expo Center provides the opportunity for a number of people to be immunized in a very smooth operation, without even leaving their vehicles.

\* There are still unknowns about the H1N1 rollout, but we believe it is important to dispense as much seasonal flu vaccine to the community early so we can focus on H1N1 implementation when the vaccine becomes available.

Should you need additional information, please do not hesitate to contact us.

Thanks!

Linda F. Terry

Austin/Travis County HHSD

Office of the Director

# BUDGET AMENDMENTS AND TRANSFERS

FY 2009

COUNTY JUDGE'S OFFICE

09 AUG 27 AM 8: 54

9/1/2009

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 23,080	1
		001	5715	536	3001	Records Mngt	Office Equip, Furn, & Supp	\$ 23,080		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	3749	581	6035	Sheriff	Contracted Nursing Svcs		\$ 35,000	4
		001	3790	581	6033	Sheriff	Medical Services		\$ 4,000	
		001	3749	581	0701	Sheriff	Reg Salaries-Permnt Empl		\$ 111,000	
		001	3749	581	6033	Sheriff	Medical Services	\$ 150,000		
		001	3725	563	0712	Sheriff	POPS Salaries		\$ 73,000	9
		001	3705	561	9031	Sheriff	TRF To Crthse Security FD	\$ 73,000		
T2		001	3302	568	0712	Cons. Pct. 3	POPS Salaries		\$ 30,000	12
		001	3302	568	3055	Cons. Pct. 3	Law Enforc. EQ & Sup	\$ 30,000		
T3		001	3302	568	0712	Cons. Pct. 3	POPS Salaries		\$ 10,000	12
		001	3302	568	3055	Cons. Pct. 3	Law Enforc. EQ & Sup	\$ 10,000		



**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:** August 24, 2009

**RE:** RMCR request to access Allocated Reserves

RMCR is requesting \$23,080 to cover projected overages in copy paper expenditures due to unplanned use from newly opened County locations and higher than normal use from other established offices and departments. Copy paper is centrally budgeted in RMCR and the department is requesting Commissioners Court permission to access the Allocated Reserve to continue services for the remainder of FY 09. PBO has verified with the department that it does not have the internal savings to cover this overage.

PBO recommends approval of the request.

cc: Leroy Nellis, Rodney Rhoades, PBO  
Steven Broberg, Tom Ashburn, Cathy Dawkins, RMCR



## TRAVIS COUNTY

### RECORDS MANAGEMENT & COMMUNICATION RESOURCES

314 West 11th Street, Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-4560

### MEMORANDUM

**TO:** Randy Lott  
**FROM:** Tom Ashburn *TA*  
**DATE:** August 21, 2009  
**SUBJECT:** \$23,080 Transfer from Earmark on Allocated Reserves

---

RMCR requests a transfer of \$23,080 from an earmark on allocated reserves to continue to supply copy paper through fiscal year end. The FY 2009 budget included an earmark on allocated reserves for Offsite Storage in the amount of \$80,000. RMCR will not need this earmark for Offsite Storage; however there is a shortfall in the copy paper budget (line item 001-5715-536-30.01). RMCR budgets 10,560 cases of paper annually and the shortfall is 800 cases, or 7.5%. The shortfall resulted from the opening of new County offices and cyclical increases in usage by departments.

Criminal Justice Planning established the Office of Children Representation and the Office of Parental Representation. Both offices have locations downtown and at 5501 Airport, and 16 cases of paper are delivered to these locations monthly. The County also moved personnel to the Rusk building (10th and Lavaca) where we deliver 6 cases per month. RMCR was unaware of the need for these additional 22 cases per month when the FY 2009 paper budget was set. The balance of the shortfall, roughly 40 cases per month, is due to departments that exhaust their monthly allotment and require additional paper. Normally, these cycles are temporary and even out over the course of the year. This year supplies were not able to keep pace with the usage.

The transfer of \$23,080 represents 800 cases of paper at \$28.85 per case. Thank you for your assistance in this matter.

Budget Adjustment: 17649

Fyr\_ Budget Type: 2009-Reg

Author: 57 - ASHBURN, THOMAS

Created: 8/19/2009 3:16:30 PM

PBO Category: Amendment

Court Date: Tuesday, Sep 1 2009

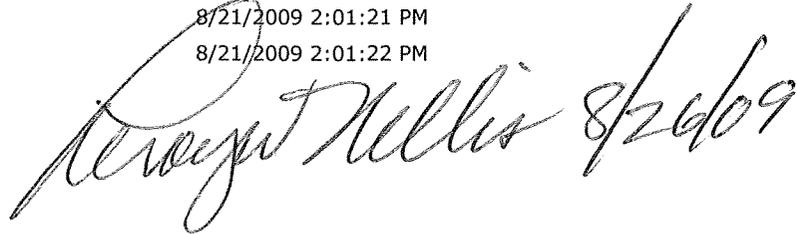
Dept: RESERVES

Just: TfrCentBud

This Transfer from an earmark on allocated reserves is necessary to provide copy paper to County offices through the end of the fiscal year.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			23,080
				23,080
To Account		Project		Amount
001-5715-536-3001	OFFICE EQUIP,FURN, & SUPP			23,080
				23,080

Approvals	Dept	Approved By	Date Approved
Originator	57	THOMAS ASHBURN	8/21/2009 2:01:18 PM
DepOffice	57	THOMAS ASHBURN	8/21/2009 2:01:21 PM
DepOfficeTo	57	THOMAS ASHBURN	8/21/2009 2:01:22 PM



*Dwight Nellis 8/26/09*



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

---

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

**MEMORANDUM**

**TO:** Members of the Commissioners Court  
**FROM:** Bill Derryberry, Senior Planning and Budget Analyst *W. Derryberry*  
**DATE:** August 25, 2009  
**SUBJECT:** Sheriff's Medical Services Line-Item Transfer Request

The Travis County Sheriff's Office (TCSO) is requesting a transfer of \$150,000 from \$111,000 of savings in the Medical Services Salaries line-item (001-3749-583-0701) and \$39,000 in TCSO operating line-item savings to the Medical Services line-item (001-3749-581-6033) in order to meet current and remaining spending for the balance of FY 09. The savings and the spending related to this request has been included in the PBO End-of-Year projections for the past 2 months and will have no impact on the planning for the FY 10 Budget.

The Medical Services salary line-item savings is related to typical savings from ongoing personnel activities in this division and the impact of the Sheriff's hold on filling all vacant positions begun on May 20, 2009 related to the FY 10 budget process.

PBO recommends approval of this internal budget transfer. If you have any questions, please call me at 4-4741.

**Cc:** Sheriff Greg Hamilton  
Jim Sylvester, Chief Deputy Sheriff, TCSO  
Mark Sawa, Major-Administration, TCSO  
Francisco Ordaz, Finance Director, TCSO  
Michael Hemby, Planning Manager, TCSO  
Rodney Rhoades, Executive Manager, PBO  
Leroy Nellis, Budget Manager, PBO



**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
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(512) 854-9770  
www.tcsheriff.org

JAMES N. SYLVESTER  
Chief Deputy

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

August 25, 2009

**MEMORANDUM**

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

**FROM:** Francisco Ordaz, Financial Manager 

**SUBJECT:** Internal budget transfer to cover medical services costs for the remainder of Fiscal Year 2009 within existing allocations.

**SUMMARY**

The purpose of this memorandum is to request an internal budget transfer in the amount of \$150,000 from funding available within existing allocations to the medical services account in order to pay for physician services, and out-patient/in-patient hospital services for inmates for the remainder of Fiscal Year 2009.

**BACKGROUND**

The Travis County Sheriff's Office incurs costs for physician services, and out-patient/in-patient hospital services for inmates.

As of August 25, 2009 the status of the medical services account (001-3749-581.60-33) in HTE is as follows:

<u>FY09 Revised Budget</u>	<u>YTD Expenditures</u>	<u>Encumbered Amount</u>	<u>Remaining Balance</u>
\$2,146,620	\$1,826,683.82	\$10,433.68	\$309,502.50

It is estimated that a budget transfer in the amount of \$150,000 is necessary to cover expected medical services expenses for the remainder of Fiscal Year 2009. This estimate assumes an estimated \$180,000 accrual for medical services expenses not paid by September 30 due to the customary lead time between service date and payment date.



**GREG HAMILTON**  
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MARK SAWA  
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**Page 2 of 3 - Internal budget transfer to cover medical services costs for the remainder of Fiscal Year 2009**

There are two primary reasons for the higher level of year-to-date expenditures experienced in Fiscal Year 2009 as compared to Fiscal Year 2008 for the period of October 1 thru August 25. The first reason is a 41.32 percent increase in the number of hospital utilization days paid for as a result of treating chronic diseases and an aging inmate population. The second reason is a 6.4 percent increase in the number of inmates receiving these medical services.

	<u>10/01/08 - 08/25/09</u>	<u>10/01/07 -08/25/08</u>
Hospital utilization days	814	576
Inmate receiving medical services	784	737

Within a historical context, a review of the last four fiscal years shows the inherent variability of expenditures and the differences between the adopted budgets and the actual expenditures for the medical services account as follows:

<u>Fiscal Year</u>	<u>Adopted Budget</u>	<u>Actual Expense</u>	<u>Difference</u>
FY2006	\$1,548,430	\$2,361,941.03	\$813,511.03
FY2007	\$1,332,713	\$1,667,396.40	\$334,683.40
FY2008	\$1,332,713	\$1,434,050.24	\$101,337.24
FY2009	\$1,317,964	\$2,296,620 (estimate)	\$978,656 (estimate)

As part of a cost containment strategy, on July 25, 2006, Travis County, the Travis County Sheriff's Office and Indigent Healthcare Solutions (IHS) entered into an agreement to use IHS software for calculating medical service payment rates. Physicians, dentists, and lab claims are paid based on Medicaid rates. Hospital inpatient and out-patient bills are paid based on the hospital's documented inpatient and outpatient percentage rate or standard dollar allowance from the Texas Indigent Healthcare Handbook (Chapter 61).



JAMES N. SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

**Page 3 of 3 - Internal budget transfer to cover medical services costs for the remainder of Fiscal Year 2009**

**BUDGET AND FISCAL IMPACT**

Funds are currently available in the Medical Services budget (accounts # 001-3749-581.07-01; 001-3749-581.60-35; 001-3790-581.60-33) to cover the internal budget transfer in the amount of \$150,000.

If you have any questions, please contact me at 854-3249.

xc: Mark Sawa, Major for Administration and Support  
William Derryberry, Senior Budget Analyst, PBO  
County Auditor's Office

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### AUTOMATED BUDGET ADJUSTMENT FORM

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#### Budget Adjustment: 17758

Fyr \_ Budget Type: 2009-Reg

Author: 37 - WEDHORN, MARIA

Created: 8/24/2009 10:26:23 AM

PBO Category: Transfer

Court Date: Tuesday, Sep 1 2009

Dept: SHERIFF

Just: CommCodeRq

For Medical Services/Sept 1 Agenda

From Account	Acct Desc	Project	Proj Desc	Amount
001-3749-581-6035	CONTRACTED NURSING SVCS			35,000
001-3790-581-6033	MEDICAL SERVICES			4,000
001-3749-581-0701	REG SALARIES-PERMNT EMPL			111,000
				150,000
To Account		Project		Amount
001-3749-581-6033	MEDICAL SERVICES			150,000
				150,000

Approvals	Dept	Approved By	Date Approved
Originator	37	MARIA WEDHORN	8/24/2009 10:26:39 AM
DepOffice	37	MARIA WEDHORN	8/24/2009 10:26:40 AM

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## PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

---

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

### MEMORANDUM

**TO:** Members of the Commissioners Court

**FROM:** Bill Derryberry, Senior Planning and Budget Analyst *Bill Derryberry*

**DATE:** August 25, 2009

**SUBJECT:** Sheriff's Courthouse Security Fund Line-Item Transfer Request

The Travis County Sheriff's Office (TCSO) is requesting a transfer of \$73,000 from savings in the Law Enforcement Services POPS Salaries line-item (001-3725-563-0712) to the Transfer to Courthouse Security Fund line-item (001-3705-561-9031) in order to meet current and remaining spending in the Courthouse Security Fund for the balance of FY 09. The savings and the spending related to this request has been included in the PBO End-of-Year projections for the past 7 months and will have no impact on the planning for the FY 10 Budget.

The Law Enforcement Services POPS salary line-item savings is related to internal staffing changes between Courthouse Security Fund and Law Enforcement, and the impact of the Sheriff's hold on filling all vacant positions begun on May 20, 2009 related to the FY 10 budget process.

PBO recommends approval of this internal budget transfer. If you have any questions, please call me at 4-4741.

**Cc:** Sheriff Greg Hamilton  
Jim Sylvester, Chief Deputy Sheriff, TCSO  
Mark Sawa, Major-Administration, TCSO  
Phyllis Clair, Major-Law Enforcement, TCSO  
Francisco Ordaz, Finance Director, TCSO  
Michael Hemby, Planning Manager, TCSO  
Rodney Rhoades, Executive Manager, PBO  
Leroy Nellis, Budget Manager, PBO

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**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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www.tcssheriff.org

JAMES SYLVESTER  
Chief Deputy

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

TO: All TCSO Employees  
FROM: Sheriff Greg Hamilton  
SUBJECT: Budget Situation Update and Hiring Plan  
DATE: May 20, 2009

The Travis County Commissioners' Court has asked each county office and department to develop a 5% spending reduction plan due to the downturn in our national economy. The Sheriff's Office has developed such plans that could be implemented should the need arise. Early revenue estimates indicated that reductions could possibly be delayed until October 2010 (FY 2011). However, recent news from the County Auditor has shown that in fact revenue may not be as robust as we had hoped thus some reductions may need to take place in FY 2010 which begins in October of this year.

Thus, it is my determination and direction that TCSO will immediately implement a plan to place a hold on all vacant positions. I feel that it is the prudent course of action to protect our current employees and the agency given the financial news we are being presented with.

This hiring freeze will remain in effect until such time as the county budget situation is resolved sufficiently to provide for the ensured necessary funding for our office.

I cannot support hiring new employees knowing there is a possibility that the Commissioners' Court may find it necessary to reduce the County budget and thus the money available to TCSO. There are positions that we are contractually obligated to provide to other agencies or entities and grant positions that have their own funding mechanisms. Those will be filled in accordance with the terms of those existing agreements.

These actions will certainly have a ripple effect in our agency in many ways. I understand that the economy may cause us to examine the way we do business and look at more efficient or innovative ways of providing our services to our citizens. To that end I am challenging each and every one of us to put forth our best effort and push through what I believe to be a temporary national situation. I am confident that our leaders starting at a national level all the way down to us locals can move this great country forward and come out of these dark times stronger and ready for the future.

I do want you to know that I remain dedicated to all TCSO employees and fully plan to reconsider the situation as conditions improve. It is my strong desire, as I believe it is yours, to find the best and most economical manner in which we can continue to carry out the mission and goals of the Travis County Sheriff's Office. Together we can accomplish what will be a challenging task, but I have confidence in our continued success.

Cc. PBO, Travis County HR, Travis County Commissioners' Court

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# AUTOMATED BUDGET ADJUSTMENT FORM

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Budget Adjustment: 17520

Fyr \_ Budget Type: 2009-Reg

Author: 37 - SWANSON, MARY

Created: 8/14/2009 12:43:47 PM

PBO Category: Transfer

Court Date: Tuesday, Sep 1 2009

Dept: SHERIFF

Just: Other

zero balance the Courthouse Security Fund

From Account	Acct Desc	Project	Proj Desc	Amount
001-3725-563-0712	POPS SALARIES			73,000
				73,000
To Account		Project		Amount
001-3705-561-9031	TRF TO CRTHSE SECURITY FD			73,000
				73,000

Approvals

Dept

Approved By

Date Approved

Originator

37

MARY SWANSON

8/14/2009 12:44:08 PM

DepOffice

37

MARIA WEDHORN

8/14/2009 2:24:15 PM

Page 1

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Budget Adjustment: 17155

Fyr\_ Budget Type: 2009-Reg

Author: 33 - RYDEN, LORETTA

Created: 7/28/2009 2:31:39 PM

PBO Category: Transfer

Court Date: Tuesday, Aug 11 2009

Dept: CONSTABLE 3

Just: Negbal

Purchase six digital cameras per Chief Deputy Suits

From Account	Acct Desc	Project	Proj Desc	Amount
001-3302-568-0712	POPS SALARIES			30,000
				30,000
To Account		Project		Amount
001-3302-568-3055	LAW ENFORCEMENT EQ & SUPP			30,000
				30,000

Approvals	Dept	Approved By	Date Approved
Originator	33	LORETTA RYDEN	7/28/2009 2:32:49 PM
DepOffice	33	LORETTA RYDEN	7/28/2009 2:32:50 PM

Salary savings verified.  
PBO concurs.  
Robert 7/29/09  
Kermit Ellis

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**Randy Lott - BA 17155**

---

**From:** Stacy Suits  
**To:** Randy Lott  
**Date:** 7/28/2009 2:46 PM  
**Subject:** BA 17155  
**Attachments:**

---

Attached is a quote for six digital mirror mounted cameras needed for our patrol cars. The news media and general public has come to expect these devices in law enforcement vehicles performing traffic stops. ITS has approved this brand of equipment. We have four existing cameras of this model being used on a daily basis with very good results.

Stacy Suits  
Chief Deputy  
Travis County Constable Pct 3

Budget Adjustment: 17156

Fyr\_ Budget Type: 2009-Reg

Author: 33 - RYDEN, LORETTA

Created: 7/28/2009 2:32:44 PM

PBO Category: Transfer

Court Date: Tuesday, Aug 11 2009

Dept: CONSTABLE 3

Just: Negbal

Purchase 4 patrol lightbars per Chief Deputy Suits

From Account	Acct Desc	Project	Proj Desc	Amount
001-3302-568-0712	POPS SALARIES			10,000
				10,000
To Account		Project		Amount
001-3302-568-3055	LAW ENFORCEMENT EQ & SUPP			10,000
				10,000

Approvals	Dept	Approved By	Date Approved
Originator	33	LORETTA RYDEN	7/28/2009 2:32:51 PM
DepOffice	33	LORETTA RYDEN	7/28/2009 2:32:52 PM

Selen Samy's verified  
PBO concurs  
R. Ryden 7/29/09  
Kroyd Ellis

## Randy Lott - BA 171156

---

**From:** Stacy Suits  
**To:** Randy Lott  
**Date:** 7/28/2009 2:54 PM  
**Subject:** BA 171156  
**Attachments:**

---

Attached is the best quote for emergency light equipment we have solicited from various buy boards. This will allow us to finished outfitting two existing units and outfit two replacement units that should be delivered in either October or November 2009.

Stacy Suits  
Chief Deputy  
Travis County Constable Pct 3

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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
(\$66,214)	General Administration	7/28/09	Waller Creek Tunnel Project TIF
\$101,500	Sheriff's Office	7/31/09	Move funds from cancel req #448756 to Resv.
\$78,549	Sheriff's Office	8/3/09	Cancel Req #397719 Food Service
(\$34,176)	Medical Examiner	8/4/09	Cadaver Transport Contract
(\$25,000)	Records Management	8/18/09	Postage
<b>\$4,621,957</b>	<b>Current Balance</b>		

**Possible Future Expenses Against Allocated Reserve Previously Identified:**

Amount	Explanation
(\$100,000)	Indigent Attn Costs: County Court at Law #8
(\$300,000)	Indigent Attn Costs: Capital Murder Case Costs
(\$39,900)	Ad Space for November Polling Places
(\$158,125)	Resources for Fail Safe Voting
(\$20,000)	Hazmat
(\$16,000)	Hazmat Equipment Maintenance
(\$55,000)	Postage
(\$80,000)	Records Storage
(\$20,000)	Aviation Software
(\$300,000)	Fuel Price 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

**(\$3,097,865) Total Possible Future Expenses (Earmarks)**

**\$1,524,092 Remaining Allocated Reserve Balance After Possible Future Expenditures**

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

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
(\$47,014)	TNR	8/4/09	Replacement Cost for Total Loss Vehicles
<b>\$2,207,643 Current Reserve Balance</b>			

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

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

**\$2,082,143 Remaining CAR Balance After Possible Future Expenditures**

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

Amount	Dept Transferred Into	Date	Explanation
\$5,980 (\$1,820)	HRMD	6/16/09	Beginning Balance - Bilingual Pay Pilot Bilingual Testing
<b>\$4,160 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$400,000			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	HHS	7/28/2009	Workforce Development RFS
<b>\$0 Current Reserve Balance</b>			

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

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

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

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

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$5,980 (\$1,820)	HRMD	6/16/09	Beginning Balance - Bilingual Pay Pilot Bilingual Testing
<b>\$4,160 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$400,000			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	HHS	7/28/2009	Workforce Development RFS
<b>\$0 Current Reserve Balance</b>			

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

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

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

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

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$41,384,029			Beginning Balance
(\$1,739,335)	ITS	3/24/09	Software and Hardware
(\$3,050,000)	TNR	3/24/09	HMAC
(\$947,604)	Facilities	3/24/09	Precinct 2
(\$621,862)	Facilities	3/24/09	SMART Building
\$3,050,000	TNR	7/2/09	Reimbursement HMAC Program
\$621,862	Facilities	8/21/09	Reimbursement SMART Bldg.
\$947,604	Facilities	8/21/09	Reimbursement Pct. 2 Office Bldg
<b>\$39,644,694 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$621,663			Beginning Balance
(\$1,410)	Auditor	12/17/08	Training Expenses
(\$14,500)	Auditor	12/17/08	Furniture and Training
(\$5,970)	Auditor	1/12/09	Furniture and Printer
(\$4,968)	Auditor	1/12/09	Printer Maintenance & Supplies
(\$6,135)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$407)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$275)	Auditor	2/5/09	Equip/Supplies for Implementatin
(\$1,549)	Auditor	2/13/09	Supply Expense
(\$2,522)	Auditor	2/13/09	Supply & Printer Stand
(\$6,391)	Auditor	3/4/09	Printer and Shredder
(\$2,970)	Auditor	3/4/09	Software
(\$4,309)	Auditor	3/4/09	Printer & Shredder Main. & Supp.
(\$485)	Auditor	5/6/09	Supply Expense
(\$1,022)	Auditor	6/30/09	One-time Expense
(\$1,275)	Auditor	7/14/09	Training Expenses
(\$25,777)	Auditor	7/24/09	Personnel Expenses
(16,333)	Auditor	8/12/2009	Personnel Expenses
<b>\$525,365 Current Reserve Balance</b>			

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

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

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$81,095			Beginning Balance
(\$63,124)	ITS	2/19/09	Security Analyst FTE
-3371	ITS	6/2/2009	Furniture & Equip
<b>\$14,600 Current Reserve Balance</b>			

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

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

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**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

COUNTY JUDGE'S OFFICE

Please consider the following item for:

09-01-09

09 AUG 26 AM 10: 26

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 contract to Texas Department of Family and Protective Services for continuation of Title IV-E Legal Administration funds in the District Attorney's Office.
- b) New grant contract to the Bureau of Justice Assistance for American Recovery and Reinvestment Act (ARRA) funds to restore State funded Probation Officer positions.
- c) Grant contract with the Office of Attorney General for Travis County to continue the Integrated Child Support System (ICSS) Program in Juvenile Probation, Domestic Relations Office, to monitor and enforce compliance with all new child and medical support orders.

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

TRAVIS COUNTY

9/1/2009

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
FY 2009

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

Dept	Grant Title	Grant Period	Grant Amount	County Match	FTEs	Notes	Page #	ARRA
<b>Contracts</b>								
<b>a</b>	23	Title IV-E Legal Administration	10/1/2009 - 9/30/2010		\$1,478,416	1	20	
<b>b</b>	39	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States: Enhancing Southern Border Jails, Community Corrections, and Detention Operations	7/1/2009 - 6/30/2011		\$287,500	1	47	<input checked="" type="checkbox"/>
<b>c</b>	45	Integrated Child Support System Cooperative Agreement	9/1/2009 - 8/31/2011		\$400,890	1	58	

**Notes:**

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

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## FY 2009 Grants Summary Report Outstanding Grant Applications

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

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

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	<b>2009 Byrne Justice Assistance Grant (ARRA)</b>	\$495,000		3/1/2009 - 9/30/2012		4/7/2009
45	National School Lunch Program/School Breakfast Program	\$250,000		7/1/2009 - 6/30/2010		4/7/2009
39	<b>Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations (ARRA)</b>	\$373,517		8/1/2009 - 7/31/2011	6	4/14/2009
55	Second Chance Act: Prisoner Reentry Initiative Grant	\$176,240	\$175,738	10/1/2009 - 9/30/2010	3	4/14/2009
45	<b>Travis County Mentoring Project (ARRA)</b>	\$498,467		10/1/2009 - 9/31/2013	1.5	4/14/2009
19	Other Victim Assistance Grant (OVAG)	\$99,049		9/1/2009 - 8/31/2011	1	4/14/2009
45	Drug Court/In-Home Family Services Grant	\$175,000		9/1/2009 - 8/31/2010		4/21/2009
45	<b>Byrne Memorial Competitive Grant Supporting Problem Solving Courts (ARRA)</b>	\$537,459		10/1/2009 - 9/30/2011	3	4/21/2009
24	Drug Diversion Court	\$187,952		9/1/2009 - 8/31/2010	1	4/21/2009
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

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47	Homeland Security Grant for Videoconferencing Network	\$260,686.41		7/1/2009 - 7/1/2011		4/28/2009
23	Victim Coordinator and Liaison Grant	\$78,000		9/1/2009 - 8/31/2011		4/28/2009
39	Travis County Adult Probation DWI Court	\$210,315		9/1/2009 - 8/31/2010	1	4/28/2009
58	<b><i>Parenting in Recovery</i></b>	\$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	<b><i>Juvenile Treatment Drug Court Enhancement Grant from OJJDP</i></b>	\$424,979	\$141,667	10/1/2009 - 9/30/2013	2.5	5/5/2009
45	<b><i>Juvenile Treatment Drug Court Enhancement Grant from CSAT</i></b>	\$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	<b><i>Travis County Management Strategy for Criminal Justice (ARRA)</i></b>	\$877,234		10/1/2009 - 9/30/2010	4	5/26/2009
49	Onion Creek Greenway - Urban Outdoor Recreation Grant	\$1,000,000	1,000,000	8/21/2008 - 8/20/2011		5/26/2009
37	COPS FY 2009 Technology Program - Firing Range Phase IIa	\$300,000		10/1/2009 - 9/30/2012		5/26/2009
58	<b><i>Community Development Block Grant (ARRA) CDBG-R</i></b>	\$226,300		TBD- 9/30/12		6/2/2009
45	Second Chance Juvenile Mentoring Initiative	\$624,148	\$208,049	10/1/2009 - 9/30/2012	3.1	6/9/2009

55	<b>National Initiatives: Adjudication Program</b>	\$150,000		10/1/2009 - 3/31/2011	1.5	6/16/2009
58	<b>ARRA Texas Weatherization Assistance Program</b>	\$4,498,894		8/1/2009 - 7/31/2011		6/23/2009
14	<b>Energy Efficiency and Conservation Block Grants - Recovery</b>	\$2,207,900		10/2009 - 04/2011		6/23/2009
45	Residential Substance Abuse Treatment Program	\$102,888	\$34,296	10/1/2009 - 9/30/2010	1.58	6/30/2009
37	2009 Byrne Justice Assistance Grant - Non ARRA	\$100,000		6/1/2009 - 9/30/2012		7/14/2009
55	Office of Child Representation	\$180,466	\$492,534	10/1/2009 - 9/30/2010	8	7/21/2009
55	Office of Parent Representation	\$187,455	\$485,545	10/1/2009 - 9/30/2010	8	7/21/2009
49	FY10 HCP Land Acquisition Assistance Grant	\$4,197,463	\$2,798,309	12/1/2009 - 11/31/2012		8/4/2009
24	Drug Diversion Court	\$176,045		9/1/2009 - 8/31/2010	1	8/4/2009
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	\$23,800	\$23,800	9/1/2009 - 8/31/2010		8/11/2009
37	FY 2010 State Homeland Security Program - TCSO	\$368,452.50	\$122,817.50	10/01/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security program	\$10,125.00	\$3,375.00	10/1/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$22,500.00	\$7,500.00	10/1/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$15,675.00	\$5,225.00	10/1/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$14,985.00	\$4,995.00	10/1/2010 - 11/30/2012		8/25/2009

47	Homeland Security Grant Program - State Homeland Security Program	\$31,050.00	\$10,350.00	10/1/2010 - 11/30/2012	8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$11,250.00	\$3,750.00	10/1/2010 - 11/30/2012	8/25/2009
58	Veterans' Employment and Training Service (Stand Down Grant)	\$7,000.00		10/24/2009 - 10/24/2009	8/25/2009
		<hr/> <hr/>			
		\$60,856,205	\$6,482,522		73.07

## 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 italicized. Additional details for these grants are summarized on page XXX.*

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	Grant Term	FTEs	Cm. Ct. Approval Date
47	Emergency Management Performance Grant	\$67,200	\$67,200				10/7/2008
58	AmeriCorps	\$288,139.00	\$223,358		8/1/2007 - 7/31/2008	16	10/28/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant	\$24,864.00	\$223,358		9/1/2008 - 8/31/2009		11/4/2008
58	<b><i>Parenting in Recovery</i></b>	\$500,000	\$91,203		9/30/2008 - 9/29/2009	1	11/4/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$199,320			10/1/2008 - 9/30/2010		11/4/2008
37	Internal Affairs Software Upgrade	\$50,000			9/1/2008 - 5/31/2009		11/7/2008
37	Office of Community Oriented Policing Program	\$350,738			12/26/2007 - 12/31/2010		11/18/2008
37	State Criminal Alien Assistance Program (SCAAP)	\$1,239,273			7/1/2006 - 6/30/2007		11/18/2008
45	Byrne Memorial ISC Residential Programs	\$103,888			10/1/2008 - 9/30/2009	1	11/25/2008
23	Project Safe Neighborhoods	\$48,518			9/1/2008 - 8/31/2009	0.48	11/25/2008
23	Project Safe Neighborhoods Amendment to FY08	\$51,482			9/1/2007 - 8/31/2010	0.52	11/25/2008
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	<b><i>Interlocal Agreement for the Austin/Travis County Family Violence Protection Team</i></b>	\$685,586		10/1/2008 - 9/30/2010	4	1/27/2009
49	Northridge Acres Water Corporation Project	\$250,000		10/18/2005 - 2/28/2009		1/27/2009
24	Formula Grant-Indigent Defense Grants Program	\$429,859		10/1/2008 - 9/30/2009		2/3/2009
37	2008 Byrne Justice Assistance Grant	\$70,002		10/1/2008 - 9/30/2010		2/10/2009
45	Justice and Mental Health Collaboration Program COPE	\$246,662	\$61,666	9/1/2006 - 9/30/2009	1	2/10/2009
45	JABG Juvenile Assessment Center	\$80,889	\$8,988	8/1/2008 - 8/31/2009	1.5	2/10/2009
58	SVCI (Seniors and Volunteers for Childhood Immunization)	\$4,000		10/1/2008 - 9/30/2009	0.25	2/17/2009
58	2008 Comprehensive Energy Assistance Program (CEAP) Amendment 1	\$725,014		1/1/2008 - 12/31/2008		2/17/2009
24	Drug Diversion Court	\$160,041		9/1/2008 - 8/31/2009	1	2/17/2009
22	Drug Court (State) Program	\$98,500		9/1/2008 - 8/31/2009	1	2/17/2009
37	Sheriff's Combined Auto Theft Task Force (SCATTF)	\$66,077		2/1/2009 - 8/31/2009		2/24/2009
58	Oncor Weatherization Project Amendment One	\$32,259		11/1/2008 - 10/31/2009		2/24/2009

49	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program	\$28,653		9/5/2008 - 7/31/2009		3/17/2009
45	Residential Substance Abuse Treatment	\$109,356	\$36,452	10/1/2007 - 9/30/2008	2	3/17/2009
58	2009 Phase 27 Emergency Food and Shelter Program	\$121,773		1/1/2009 - 12/31/2009		3/24/2009
23	Title IV-E Legal Administration	\$1,739,164		9/1/2008 - 9/30/2009		3/24/2009
49	Reimers Urban Outdoor Recreation Grant	1,000,000	\$1,000,000	8/21/2008 - 8/20/2011		3/31/2009
58	Casey Family Programs Community and Family Reintegration Project	\$70,000		3/1/2009 - 1/1/2010		4/7/2009
58	Texas Dept. of Family and Protective Services (DFPS) Community and Family Reintegration Project	\$232,000		10/1/2008 - 8/31/2009		4/14/2009
58	ATCMHMR - Marguerite Casey Foundation Community and Family Reintegration Project	\$89,028		4/1/2009 - 11/30/2010	1	4/28/2009
45	Court Order Parent Education Project (COPE)	\$41,800		11/1/2007 - 9/30/2009	0.5	4/28/2009
17	A Cultural Resources Survey of Rural Properties in Northeast Travis County	\$5,000	\$5,000	10/1/2008 - 9/30/2010		5/5/2009
55	<b>Travis County Mental Health Public Defenders Office</b>	\$250,000	\$375,000	10/1/2009 - 9/30/2010	8	5/5/2009
58	AmeriCorps	\$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	<b>2009 Phase 27 ARRA Emergency Food and Shelter Program</b>	\$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
58	DOE Weatherization Assistance Program	\$169,371		4/1/2009 - 3/31/2010		7/21/2009
58	LIHEAP Weatherization Assistance Program	\$598,300		4/1/2009 - 3/31/2010		7/21/2009
58	Texas Dept. of Family and Protective Services (DFPS) Community and Family Reintegration Project	\$232,000		9/1/2009 - 8/31/2010		7/28/2009
58	SVCI (Seniors and Volunteers for Childhood Immunization)	\$8,845.20		9/1/2008 - 8/31/2009	0.25	7/28/2009
45	Integrated Child Support System Cooperative Agreement	\$154,322		7/1/2008 - 8/31/2009		8/4/2009
<b>49</b>	<b>Local Transportation Project - Advanced Funding Agreement (ARRA)</b>	<b>\$687,047</b>		<b>\$13,741 10/1/2009 - 5/31/2010</b>		<b>8/11/2009</b>
19	Other Victim Assistance Grant (OVAG)	\$99,049		9/1/2009 - 8/31/2011	1	8/11/2009
45	Community Resource Coordinator Contract	\$69,587		9/1/2009 - 8/31/2010	1	8/11/2009
49	Reimers Ranch Recreational Trails	\$100,000	\$54,560	1/2007 - 8/31/2010		8/11/2009

58	2009 Phase 27 Emergency Food and Shelter Program Additional Funding	\$122,573		1/1/2009 - 12/31/2009	8/11/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$34,759		9/1/2008 - 1/15/2011	8/18/2009
58	AmeriCorps	\$298,238	\$281,606	8/1/2009 - 7/31/2010	20 8/18/2009
12	SAVNS Statewide Automated Victim Notification Service	\$25,817.00		9/1/2009 - 8/31/2010	8/25/2009
45	Access and Visitation	\$47,348.00		\$5,400.00 9/1/2008 - 8/31/2010	8/25/2009
		<hr/>	<hr/>	<hr/>	<hr/>
		\$17,974,314	\$3,304,223	\$19,141	123.00

## FY 2009 Grants Summary Report Amended Grant Applications

Dept	Name of Grant	Original Grant Amount	Amendment Amount	Total Revised	Total FTEs Associated	Cm. Ct. Approval Date
55	Travis County Mental Health Public Defenders Office	\$ 330,776	\$ 44,224		8.00	10/7/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$200,000			0.75	2/17/2009
22	Drug Court Program	\$65,665.96			1	2/17/2009

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

\* Original Grant Column shows Beginning FY'08 Amount

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## FY 2009 Grants Summary Report

### Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
22	Drug Court Program	\$84,419.75			1		10/14/2008
24	Drug Diversion Court	\$188,474.00			1		10/21/2008
22	Drug Court Program	\$84,419.75			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		1/21/2009
22	Family Drug Treatment Court Program	\$84,419.75			1		1/21/2009
58	AmeriCorps	\$301,236	\$281,606		20		6/30/2009

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22	Drug Court (State) Program	\$98,500		1	8/18/2009
24	Drug Diversion Court	\$176,045		1	8/18/2009
	Total Outstanding	<u>\$1,337,596.25</u>	<u>\$ 281,606</u>	<u>27.00</u>	



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

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

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

**Grant Contracts approved by Commissioners Court**

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13	
		Grant Amount	Add. County Impact								
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. <i>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. Impact amounts will be updated to take into account internal reallocations and potential savings.</i>	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. <i>County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and potential savings.</i>	\$ 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. <i>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.</i>	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. <i>The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.</i>	\$ 40,554	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. <i>Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.</i>	\$ 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 ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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
		<b>\$ 3,069,619</b>	<b>\$ 1,161,189</b>	<b>\$3,280,817</b>	<b>\$ 883,626</b>	<b>\$2,232,470</b>	<b>\$ 1,108,627</b>	<b>\$2,007,470</b>	<b>\$ 1,233,627</b>	<b>\$1,507,470</b>	<b>\$1,733,627</b>

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

SUMMARY OF APPROVED CONTRACTS AND APPLICATIONS

Combined Totals (Approved Applications Pending Notification + Approved Contracts)	FY 09		FY 10		FY 11		FY 12		FY 13	
	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Approved Applications Pending Notification (Potential Impact)	\$ 394,252	\$ -	\$3,087,119	\$ -	\$2,822,236	\$ 266,957	\$ 578,665	\$ 266,957	\$ 371,903	\$ 314,405
Approved Contracts	\$ 3,069,619	\$ 1,161,189	\$3,280,817	\$ 883,626	\$2,232,470	\$ 1,108,627	\$2,007,470	\$ 1,233,627	\$1,507,470	\$1,733,627
<b>Combined Totals</b>	<b>\$ 3,463,871</b>	<b>\$ 1,161,189</b>	<b>\$6,367,936</b>	<b>\$ 883,626</b>	<b>\$5,054,706</b>	<b>\$ 1,375,584</b>	<b>\$2,586,135</b>	<b>\$ 1,500,584</b>	<b>\$1,879,373</b>	<b>\$2,048,032</b>

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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.

**Outstanding Grant Applications**

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13	
		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 supplement 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	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

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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.

**Outstanding Grant Applications**

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13	
		Grant Amount	Add. County Impact								
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from CSAT. <i>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.</i>	\$ -	\$ -	\$ 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) <i>Grant would end in FY11. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.</i>	\$ 270,502	\$ -	\$ 266,957	\$ -	\$ -	\$266,957	\$ -	\$266,957	\$ -	\$ 266,957
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). <i>One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.</i>	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ -	\$ -
		\$394,252	\$0	\$3,087,119	\$0	\$2,822,236	\$266,957	\$578,665	\$266,957	\$371,903	\$314,405

**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

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

<b>Department/Division:</b>	District Attorney's Office
<b>Contact Person/Title:</b>	Stephen Marquez / Senior Financial Analyst
<b>Phone Number:</b>	854-9900

<b>Grant Title:</b>	Title IV-E Legal Administration			
<b>Grant Period:</b>	From:	10/1/2009	To:	9/30/2010
<b>Grantor:</b>	Texas Department of Family and Protective Services			
<b>American Recovery and Reinvestment Act (ARRA) Grant</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	<b>TOTAL</b>
Personnel:	1,194,156					1,194,156
Operating:	78,519					78,159
Capital Equipment:	0					0
Indirect Costs:	205,741					205,741
<b>Total:</b>	1,478,416	0	0	0	0	1,478,416
FTEs:						0.00

\*This is an estimate of the allowable costs that may be submitted for PARTIAL reimbursement. The maximum estimated reimbursement total is \$327,996. The Travis County Title IV-E caseload percentage factor in the reimbursement formula changes each quarter. Federal funds are apportioned to the State for disbursement.

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

Performance Measures	Projected FY 09 Measure	Actual	Actual	Actual	Proj.	Proj.
		FY06	FY07	FY08	FY09	FY10
# petitions filed	290	413	320	281	290	290
# hearings held	2700	2985	3207	3032	3100	3000
# requests for discovery	100	47	98	88	106	109

**PBO Recommendation**

**PBO recommends approval of the FY10 Title IV-E reimbursement. The amount listed above is the amount eligible for reimbursement however the actual amount received will be much smaller.**

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

Travis County's contract with the Texas Department of Family and Protective Services allows Travis County to bill for some of the costs incurred by the District Attorney's Office in handling foster care cases. The Title IV-E program provides for partial reimbursement of certain legal costs associated with these judicial determinations.

The attached Allocation Plan and Budget is an estimate of salaries, fringe benefits, direct costs and indirect costs that may be submitted for partial reimbursement during the State's FY 10.

Reimbursement formula = (cost allocated salaries and fringe benefits + supplies + other direct costs + indirect costs) x Travis County's Title IV-E caseload percentage x .50

Training reimbursement Formula = Seminar registration costs + travel, meals and lodging costs x .75

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

The District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009. If Title IV-E funds were not available for partial reimbursement of expenses, the responsibility would still remain.

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.

This request is for partial reimbursement of costs for an on-going program that was in operation before partial federal reimbursement was available. Travis County has received Title IV-E federal financial participation since FY 96.

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

Yes.

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 District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009.

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.

This program allows Travis County to receive partial reimbursement for a mandated responsibility.

## Certifications (Governmental Entities)

### Certifications Regarding Lobbying; Drug-Free Workplace; and Anti-Trust.

The certifications enumerated below represent material facts upon which DFPS relies upon when accepting a bid for this solicitation. If the Department later determines that Potential Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Potential Contractor further agrees that it will provide immediate written notice to DFPS if at any time Potential Contractor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Potential Contractor cannot certify the accuracy of all the statements contained in this section, Potential Contractor must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

**A. Certification Regarding Lobbying.** State and Federal law place restrictions on the use of state and federal funds in regard to lobbying. The Potential Contractor certifies, to the best of his or her knowledge and belief, that:

1. In accordance with 31 U.S.C. §1352, no Federal appropriated funds have been paid or will be paid, by or on behalf of the Potential Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The Potential Contractor shall require that the language of this certification be included in the award documents for subcontracts and that all subcontractors shall certify and disclose accordingly.

4. Payments of appropriated or other funds to Potential Contractor under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

**B. Drug-Free Workplace Certification.** Potential Contractor certifies that it will or will continue to provide a drug-free workplace by:

1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2) Establishing an ongoing drug-free awareness program to inform employees about --

a) The dangers of drug abuse in the workplace;

b) The grantee's policy of maintaining a drug-free workplace;

c) Any available drug counseling, rehabilitation, and employee assistance programs; and

d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (D)(1);

4) Notifying the employee in the statement required by paragraph (D)(1) that, as a condition of employment under the grant, the employee will --

a) Abide by the terms of the statement; and

b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (D)(4)(b) from an employee or otherwise receiving actual notice of such

## Certifications (Governmental Entities)

conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (D)(4)(b), with respect to any employee who is so convicted --

a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b) Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;  
7) Making a good faith effort to continue to maintain a drug-free workplace.

**C. Anti-Trust Certification.** Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Potential Contractor certifies that neither the contractor nor the firm, corporation, partnership, or institution represented by the Potential Contractor, or anyone acting for such a firm, corporation, or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

**As the duly authorized representative of the Potential Contractor, I hereby certify that the Potential Contractor will comply with the above certifications.**

Samuel T. Biscoe	
<b>Printed Name of Authorized Representative</b>	<b>Signature of Authorized Representative</b>
Travis County Judge	
<b>Title of Authorized Representative</b>	<b>Date</b>
Travis County	23380187
<b>Legal Name of Potential Contractor</b>	<b>Procurement or Contract Number</b>

**ATTENTION:**

- **All Contractors/Potential Contractors are required to fill out and submit this form.**
  - Corporations may fill out Section A or Section B.
  - All other entities, including, but not limited to, sole proprietorships, partnerships, and governmental entities must fill out Section B.

**SECTION A:**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at a meeting of the Board of Directors of  
 \_\_\_\_\_, a Corporation, held in the City of \_\_\_\_\_,  
 \_\_\_\_\_ County, with a quorum of the Directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

**BE IT RESOLVED that the Board of Directors of the above corporation do hereby authorize**  
 \_\_\_\_\_ **and his/her successors in office to negotiate, on terms and conditions that he/she**  
**may deem advisable, a contract or contracts with the Texas Department of Family and Protective Services,**  
**and to execute the contract or contracts on behalf of the Corporation, and further we do hereby give him/her**  
**the power and authority to do all things necessary to implement, maintain, amend, or renew the contract.**

The above resolution was passed by a majority of those present and voting in accordance with the Bylaws and Articles of Incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of \_\_\_\_\_ held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Secretary

Subscribed and sworn before me, \_\_\_\_\_, a Notary Public for the County of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County of Notary Public

\_\_\_\_\_  
State of Notary Public

## SECTION B:

The Contractor/Potential Contractor shall either attach a document or letter designating Contractor's/Potential Contractor's signature authority, including the signature authority's name and title, or verify that the signature below is the only signature authority designated for contracting with DFPS.

Document attached

Signature used below is the only signature authority for the Contractor/Potential Contractor

The Contractor/Potential Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor/Potential Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority.

Samuel T. Biscoe  
Printed Name

\_\_\_\_\_  
Signature of Authorized Representative

Travis County Judge  
Title of Authorized Representative

\_\_\_\_\_  
Date

Travis County  
Legal Name of Contractor/Potential Contractor

23380187  
Contract or Procurement Number

*26.*

# Risk Analysis Questionnaire

Contract Name: Travis County (legal)

Contract Number: 23380187

FY 2010

Please provide the person's name and number to contact if additional information is needed: Vicki Skinner 854-9522

1. Do you currently have other client service contracts with DFPS or any other Governmental entity [federal, state (ISD, University) county]?

Yes  No

If yes, please provide the contract number and indicate which of the following payment types is utilized for the contract:

<b>Cost Reimbursement</b>	Contractor is reimbursed for allowable costs.
<b>Fee For Service</b>	Contractor is paid a set fee per unit of service. Typically rates are negotiated with the individual vendor and may apply only to that vendor. An independent rate setting process does not exist for the contracted service.
<b>Rate Based Payments</b>	Contractor is paid at a pre-determined rate or fee per unit of service, which was established through a rate setting process. The rate setting process typically applies to multiple contractors who provide the service.
<b>Other</b>	Any other payment type not defined above.

Contract Number	Payment Type
1. 08-06067	Cost Reimbursement
Project Safe Neighborhoods Program (Office of the Attorney General)	
2. 09-10927	Cost Reimbursement
Project Safe Neighborhoods Program (Office of the Attorney General)	

Contract Number	Payment Type
3. no number	Cost Reimbursement
Interlocal Agreement for Downtown Business District Attorney (City of Austin)	
4. 08-01993	Cost Reimbursement
Victim Coordinator Liaison Grant (Office of the Attorney General)	

RAI Factor #3

2. Check the appropriate time period since your last audit (e.g., annual audit, compliance audit, single audit) was completed by an independent auditor, including other state/federal agency.

Less than 1 year  1 year  2 years  3 or more years OR No Audit completed

RAI Factor #16

3. Type of Related Party Transactions: "Doing business" refers to business activities such as purchasing (e.g., a building, a computer, a vehicle, etc.), leasing (e.g., a building, a computer, a vehicle, etc.), and/or obtaining a service (e.g., legal services, accounting services, banking services, etc.), even if the purchase/lease/service is provided at no charge from anyone related by blood or marriage to a member of your Board of Directors; a principal stockholder; or a key employee. See 40 TAC § 732.240 (g).

Does your agency do business with any of the above-mentioned parties for the following?

- Non-compensated services  Yes  No
- Non-routine and non-recurring services  Yes  No
- Consulting or Management services  Yes  No
- Building/Leasing  Yes  No
- Transportation  Yes  No
- Labor  Yes  No
- For-profit affiliated with non-profit  Yes  No
- Owned/operated by same or related entity  Yes  No

RAI Factor #10

# Risk Analysis Questionnaire

4. The percentage of total expenditures paid out to Subcontractors in a fiscal year.

0%     20% or less     21% to 40%     More than 40%

RAI Factor #8

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5. Experience of key management staff: Note: Fiscal components refer to the financial aspect of the contract. Programmatic components refer to the program side of the contract, such as monitoring that services are provided to clients, monitoring the quality of the service delivery, ensuring compliance to the service provisions in the contract (Section VIII).

<b>Executive Director, President or Equivalent</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
<b>Accounting (Comptroller, Chief Financial Officer, Business Mgr, etc.)</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
<b>Program Director, Program Coordinator or Equivalent</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs

RAI Factor #6

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6. Total Contractor Experience

Check the appropriate box below your total contractor experience (including experience with non-DFPS agencies) providing the type of service being contracted.

0 to 12 months     13 to 35 months     36 to 59 months     60 or more months

RAI Factor #7

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7. Check the appropriate box below if there has been any significant change in direct delivery and billing staff in the appropriate periods:

No significant change in last 2 years

Significant change in direct delivery and billing staff within:     Last 2 years     Last 12 months

RAI Factor #7

## CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal dated September 1, 2009 to establish cost allocations or billings for 10/01/09 – 09/30/10 are allowable in accordance with the requirements of OMB Circular A-87, "Cost Principles for State and Local Governments," and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Furthermore, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently. I declare that the foregoing is true and correct.

Government Unit: Travis County

Signature \_\_\_\_\_

Name of Official Samuel T. Biscoe

Title County Judge

Date of Execution \_\_\_\_\_

**TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE  
FY 10 COST ALLOCATION PLAN NARRATIVE**

**SALARIES**

All employees included in the cost allocation plan are assigned full-time to the Civil Unit of the Family Justice Division. The workload of the Civil Unit consists entirely of Child and Protective Services (CPS) cases. The Civil Unit includes six Assistant District Attorneys, one Sr. Paralegal, two Paralegals, three Legal Secretaries, one Investigator and two part-time Law Clerks. Because 100% of their work time is devoted to CPS cases, 100% of their Travis County salaries is included in the cost allocation plan.

**FRINGE BENEFITS**

Only those benefits normally paid or provided to all Travis County employees in the same job classifications are included in the plan. 100% of the fringe benefits associated with the employees listed above is included.

**TRAVEL**

The amount requested in Travel is for mileage charges incurred by Civil Unit staff while driving between the home office and the Texas Department of Family and Protective Services office where some Civil Unit employees work daily.

**DIRECT MATERIAL AND SUPPLIES**

The amount included for consumable office supplies is based on projected expenditures for FY10. The consumable office supplies included in the cost allocation plan are only used in the support of the Family Justice Division Civil Unit.

**DIRECT OTHER COSTS**

The total amount for other direct costs is based on the Civil Unit's projected expenditures for FY10. Included in this category are expenditures for court reporters, expert witnesses and their travel costs, interpreters, citation fees, investigative costs, transcripts and other operating expenses necessary for CPS case preparation and presentation.

**TRAINING**

The total training costs are based on two Civil Unit attorneys attending the annual Crimes Against Children Conference in Dallas.

**INDIRECT COSTS**

The Travis County Commissioners Court adopted an indirect cost plan prepared in accordance with OMB Circular A-87. A copy of the plan was submitted to Texas Department of Family and Protective Services in August 2002; however, Travis County's cognizant federal agency (Department of Health and Human Services) has not required submission of the plan for review and approval. The latest revision to the plan was the FY10 rate approved by the Travis County Commissioners Court on August 25, 2009. The approved rate by the Court is 16.20%. Travis County's indirect rate cost allocation plan is on file in the Auditor's Office and is available for review.

**Budget for Title IV-E County Contract**

<b>Summary</b>		
<b>County:</b>	<b>Travis County (legal)</b>	
<b>Contract No.:</b>	<b>23380187</b>	
<b>Contract Period:</b>	<b>10/1/09-9/30/2010</b>	
<b>Cost Category</b>	<b>Amount</b>	<b>Total</b>
<b>A. Administration</b>		
A.1. Direct Personnel Salaries	\$894,786.60	
A.2. Direct Personnel Fringe Benefits	\$299,368.62	
A.3. Direct Personnel Travel	\$1,200.00	
A.4. Direct Material & Supplies	\$5,000.00	
A.5. Direct Equipment (Rent/Lease/Purchase)	\$0.00	
A.6. Direct Other Costs	\$69,650.00	
Indirect Costs	\$205,741.00	
<b>Total Administration</b>		<b>\$1,475,746.22</b>
<b>B. Training</b>		
<b>Total Training</b>		<b>\$2,668.94</b>
<b>C. Supplemental Foster Care Maintenance Costs</b>		
<b>Total Supplemental Foster Care Maintenance</b>		<b>\$0.00</b>
<b>Grand Total</b> (Includes Administration, Training, and Maintenance)		<b>\$1,478,415.16</b>

**Contractor Certification**

**Signature & Date**

**Samuel T. Biscoe**  
**Printed Name & Title**

Travis County Judge

### Budget for Title IV-E County Contract

Administration					
A.1. Direct Personnel Salaries					
<b>County:</b>	Travis County (legal)				
<b>Contract No.:</b>	23380187				
<b>Contract Period:</b>	10/1/09-9/30/2010				
Position or Title	A No. of Positions or Titles	B Avg. Monthly Salary per Position	C % of Time on IV-E Contract	D No. of Months of Service	E Total AxBxCxD
Assistant District Attorney VII	1	\$8,402.72	100%	12	\$100,832.64
Assistant District Attorney VI	5	\$6,805.19	100%	12	\$408,311.16
Investigator II	1	\$6,607.74	100%	12	\$79,292.88
Senior Paralegal	1	\$4,626.34	100%	12	\$55,516.08
Paralegal	2	\$3,564.60	100%	12	\$85,550.40
Legal Secretary	3	\$3,425.41	100%	12	\$123,314.88
Law Clerk	2	\$1,748.69	100%	12	\$41,968.56
					\$0.00
					\$0.00
					\$0.00
<b>Total Direct Personnel Salaries</b>					<b>\$894,786.60</b>

**Note: Please refer to instructions.**











### Budget for Title IV-E County Contract

#### B. Training

<b>County:</b>	Travis County (legal)
<b>Contract No.:</b>	23380187
<b>Contract Period:</b>	10/1/09-9/30/2010

Training	How Provided?	IV-E Related Topic	Registration	Mileage	Meals	Transportation	Lodging	Subtotal	# of Employees Attending	Total (rounded)
Crimes Against Children Conference - Dallas, TX (Aug 9-12, 2010)	external	Children Conference provides practical instruction, using current information, the newest ideas and most successful intervention strategies, to those professionals responsible for combating the many forms of crimes against children.	\$500.00	388.2 round-trip (mileage Austin to Dallas)	\$230.00	\$213.47	\$391.00 (based on 4 nts. at max reimb rate of \$97.75/night)	\$1,334.47	2	\$2,668.94
		The conference is conducted for the sole purpose of providing training to only those people employed by governmental agencies or nonprofit agencies in the fields of law enforcement, prosecution, child protective services, social work, children's advocacy, therapy, and medicine who work directly with child victims of crime.						\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
<b>Total Training</b>										<b>\$2,668.94</b>

Note: Please refer to instructions.

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State of Texas Title IV-E County Legal Services Contract

Contract #23394141

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or the Department) and Travis County (County), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

SECTION I. STATEMENT OF SERVICES TO BE PERFORMED

A. Statement of Need

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care and Adoption Assistance.

In accordance with Government Code Section 40.0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding. DFPS will make IV-E funds available to counties to increase the amount of legal staff and services available to process child welfare cases. "Legal services" are activities performed by attorneys, paralegals, investigators, and clerical or other legal support staff on behalf of the county, in accordance with professional legal judgment, pertaining to children who have been abused or neglected or placed in out-of-home care or children at risk of placement in out-of-home care, including pursuing terminations of parental rights and otherwise assisting children in achieving permanence. Under this Contract, allowable services include the following as described herein and as qualified in 5000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified. The Handbook is incorporated herein by this reference:

- 1. Costs directly related to the administration of the foster care program are deemed allowable if they are necessary and reasonable, incurred while providing proper and efficient services to Title IV-E eligible children, and are in accordance with OMB A-87, 45 CFR §95.507, and 45 CFR §1356.60(c).
2. Training Expenditures for Title IV-E training costs associated with attending or participating in IV-E approved training.

B. Statement of Work

1. County's Responsibilities:

- a. The County will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act. Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act. The County shall ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook;
b. The County shall comply with the following requirements:
(i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS;
(ii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings;
(iii) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS and;
(iv) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month.

**State of Texas Title IV-E County Legal Services  
Contract**

- c. The County shall provide the money required as match for federal funds under this Contract. In addition, the County shall ensure that none of the money used as match will be federal dollars, either directly or indirectly. Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds.
- d. The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E. The County shall be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings.
- e. The County shall participate in DFPS' financial and statistical reporting systems.
- f. Health and Safety
  - (i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS;
  - (ii) The County shall prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above; and
  - (iii) The County shall promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code. All reports must be made within 24 hours of the discovery of the abuse or neglect. The County may report this information to DFPS' Statewide Intake at 1-800-252-5400.
- g. Confidentiality
  - (i) All information obtained, learned, developed, or filed by the County in connection with the Services provided under this Contract, including data contained in official Department files or records, shall be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations. The County shall not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law. The County shall immediately notify the Department of all requests for information deemed confidential under this Contract. In the event the County is required by law to release confidential information, the County shall notify the Department in writing, prior to releasing confidential information.
  - (ii) Nothing in this Section shall be deemed to preclude, prevent, or prohibit access to confidential information by the Department or Department designees.
  - (iii) The provisions of this Section shall remain in full force and effect following termination of, or cessation of the Services required by this Contract.
- h. The County shall adhere to all the legal, programmatic, and administrative requirements identified in Section 2000 of the Handbook related to the Services to be provided under this Contract.
- i. The County shall maintain financial, programmatic, and supporting documents developed under this Contract for a minimum of five years after the termination of the contract period. Contract period

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**State of Texas Title IV-E County Legal Services  
Contract**

means the effective dates of the Contract as described in Section III, below; renewals are considered to be separate contract periods.

- j. The County shall submit Service delivery reports required by DFPS or self-evaluations of performance and other reports requested by DFPS in an appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, children's records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by DFPS, the U.S. Department of Health and Human Services, or their authorized representatives.
- k. The County shall allow DFPS and its representatives to monitor, audit, evaluate and otherwise review the Services provided under the Contract. In addition, the County will ensure that DFPS has access to all documentation and information related to the Services provided under this Contract.
- l. The County shall not use any funding received under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.
- m. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:
  - (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  - (ii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - (iii) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  - (iv) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - (v) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - (vi) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and
  - (vii) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
    - 1) Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
    - 2) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
    - 3) Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

**State of Texas Title IV-E County Legal Services  
Contract**

- 4) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.
- 5) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
 701 W. 51<sup>st</sup> Street, Mail Code W206  
 Austin, Texas 78751  
 Phone Toll Free (888) 388-6332  
 Phone: (512) 438-4313  
 TTY Toll Free: (877) 432-7232  
 Fax: (512) 438-5885

- n. Contractor agrees to comply with the Fair Labor Standards Act (FLSA) (29 U.S.C. §201 *et seq.*) regarding minimum wages, overtime pay, recordkeeping, and child labor.

**2. DFPS' Responsibilities:**

- a. DFPS shall provide the County with the child population rate each quarter; and
- b. DFPS shall process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract.

**SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS**

**A. Budget Documents:**

- 1. The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030IVE, which includes Attachments "A", "B", and "C" (Budget Documents). Exhibit "II" and its corresponding attachments are incorporated herein by this reference.
- 2. The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS. If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS.
- 3. If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government; or (b) appropriate documentation certifying the County's official indirect cost rate.

**B. This Contract is at all times contingent upon the availability and receipt of federal funds.**

**C. Billing Requirements:**

- 1. The County shall submit Billings in an accurate and timely manner for each quarter by the end of the following quarter. Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings.
- 2. DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract.
- 3. If the quarterly Billings for the County average or are expected to average less than \$1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit

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**State of Texas Title IV-E County Legal Services  
Contract**

Billings on an annual basis with the Billing for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.

- 4. Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense shall not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion.

**SECTION III. TERM OF CONTRACT**

This Contract shall be in force effective September 1, 2008 through September 30, 2009. This Contract shall automatically renew for one fiscal year at a time through September 30, 2012, unless sooner terminated as described herein.

**SECTION IV. INCORPORATION BY REFERENCE.** The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

- A. Cost Allocation Plan and supporting narrative
- B. Designation of authorized signatory for the Contractor
- C. Form 2047e, Certification Regarding Federal Lobbying
- D. Copy of approved Indirect Cost Agreement
- E. Other forms, as needed: 9007 CIVE

**SECTION V. MODIFICATIONS**

- A. This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County.
- B. This Contract may be modified by executing a formal written amendment signed by both DFPS and the County.

**SECTION VI. TERMINATION**

- A. If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract.
- B. DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to:
  - 1. Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,
  - 2. Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and
  - 3. Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment.

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**State of Texas Title IV-E County Legal Services  
Contract**

C. This Contract may be terminated at any time by mutual consent. In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party. This Contract will be terminated at the end of the thirty (30) day period. This Contract shall otherwise terminate by the date specified pursuant to Section III, above.

**SECTION VII. CERTIFICATIONS**

By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract.

**Texas Department of Family  
and Protective Services**

**Travis County**

\_\_\_\_\_  
Signature  
Printed Name: Shelia Brown  
Printed Title: Regional Director

\_\_\_\_\_  
Signature  
Printed Name: Samuel T. Biscoe  
Printed Title: County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER  
Anne Heiligenstein

February 24, 2009

Stephen Marquez  
Travis County  
P.O. Box 1748  
Austin, Texas 78767-1748

**RE: FY 09 Contract – Title IV-E Legal Services  
Contract Number Change**

Dear Mr. Marquez:

This letter is to inform you of a contract number change on your Travis County IV-E Legal Services contract. This change is necessary for the Department to accurately report associated expenses under the correct contract.

Enclosed is page one of Form 2282CLIVE that reflects this change. Please reference your modified contract number on all future correspondence and billings.

If you have any questions please feel free to call.

Sincerely,

A handwritten signature in black ink that reads 'Charlah Love'.

Charlah Love  
Contract Manager

Handwritten initials in the bottom right corner, possibly 'JS'.

# State of Texas Title IV-E County Legal Services Contract

## Contract #~~23394141~~ 23380187

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or the Department) and Travis County (County), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

### SECTION I. STATEMENT OF SERVICES TO BE PERFORMED

#### A. Statement of Need

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care and Adoption Assistance.

In accordance with Government Code Section 40.0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding. DFPS will make IV-E funds available to counties to increase the amount of legal staff and services available to process child welfare cases. "Legal services" are activities performed by attorneys, paralegals, investigators, and clerical or other legal support staff on behalf of the county, in accordance with professional legal judgment, pertaining to children who have been abused or neglected or placed in out-of-home care or children at risk of placement in out-of-home care, including pursuing terminations of parental rights and otherwise assisting children in achieving permanence. Under this Contract, allowable services include the following as described herein and as qualified in 5000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified. The Handbook is incorporated herein by this reference:

1. Costs directly related to the administration of the foster care program are deemed allowable if they are necessary and reasonable, incurred while providing proper and efficient services to Title IV-E eligible children, and are in accordance with OMB A-87, 45 CFR §95.507, and 45 CFR §1356.60(c).
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#### B. Statement of Work

##### 1. County's Responsibilities:

- a. The County will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act. Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act. The County shall ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook;
- b. The County shall comply with the following requirements:
  - (i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS;
  - (ii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings;
  - (iii) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS and;
  - (iv) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month.

### GRANT SUMMARY SHEET

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

<b>Department/Division:</b>	39/10 Travis County Adult Probation
<b>Contact Person/Title:</b>	Lila Oshatz/Director of Social Services
<b>Phone Number:</b>	512-854-7602

<b>Grant Title:</b>	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States: Enhancing Southern Border Jails, Community Corrections, and Detention Operations		
<b>Grant Period:</b>	From: 7/1/2009	To: 6/30/2011	
<b>Grantor:</b>	U.S. Department of Justice- Bureau of Justice Assistance		
<b>American Recovery and Reinvestment Act (ARRA) Grant</b>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	284,678					284,678
Operating:	2,822					2,822
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	287,500	0	0	0	0	287,500
FTEs:	5					5

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

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Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Maintain or reduce current revocation rates for target population	29%	NA	NA	NA	29%	29%
<b>Measures For Grant</b>						
1. # of jobs retained due to Recovery Act funding	5	NA	NA	NA	5	5
2. # of jobs created due to Recovery Act funding	NA	NA	NA	NA	NA	NA
3. % of essential services maintained without disruption	100%	NA	NA	NA	100%	100%
4. # of collaborative partnerships established to avoid reductions in essential services and duplication	5	NA	NA	NA	5	5
5. Reduction in average caseload of community correctional officers	NA	NA	NA	NA	NA	NA
Outcome Impact Description						
Promotion of community safety through maintenance or reduction of current revocation rates of target population	29%	NA	NA	NA	29%	29%
Outcome Impact Description						
Outcome Impact Description						

**PBO Recommendation:**

PBO recommends approval of this grant contract. These ARRA funds will assist Adult Probation in reducing frozen state-funded probation officer positions. There are no General Fund obligations with this grant. The funding is for two years.

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

The goal of the program is to control, reduce, and/or prevent criminal narcotics activity through the preservation of probation officer positions. Utilizing evidence-based practices, high-risk probationers placed on specialized caseloads with a history of narcotic use and/or sales will be supervised. Recovery Act Funding is specifically designed to preserve and create jobs in order to minimize and avoid reductions in essential services and to minimize and avoid counterproductive state and local tax increases. This funding will help the Department maintain evidence-based supervision strategies through the preservation of probation officer positions. This grant is a new program to maintain vulnerable probation officer positions.

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

None

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

No match is required

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

The Department does not have a Federally approved indirect cost rate.

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

No. Program services will not discontinue upon discontinuance of the grant funding. The Department will utilize departmental resources (funding from TDCJ-CJAD) to sustain services. The non-supplanting requirement does not apply to this grant opportunity, so once grant funding has ended, funding through TDCJ-CJAD will be utilized to fund the probation officer positions. This grant will allow the Department to maximize its use of current funding.

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

The County should expand into this area because the grant allows for the preservation of probation officer positions so that that public safety, through evidence-based community supervision, can be maintained/enhanced.

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

The grant funding provides an additional funding source, allowing our Department to maintain current evidence-based supervision services. Maintaining probation officer positions will help the Department achieve its Departmental measure of maintaining or reducing current revocation rates.



 <p>Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b></p>	<p align="center"><b>AWARD CONTINUATION SHEET Grant</b></p>	<p align="right">PAGE 2 OF 8</p>
<p>PROJECT NUMBER 2009-SS-B9-0090      AWARD DATE 08/11/2009</p>		
<p align="center"><i>SPECIAL CONDITIONS</i></p> <ol style="list-style-type: none"> <li>The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.</li> <li>The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.</li> <li>The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.</li> <li>Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.</li> <li>The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -  mail:  Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530  e-mail: <a href="mailto:oig.hotline@usdoj.gov">oig.hotline@usdoj.gov</a>  hotline: (contact information in English and Spanish): (800) 869-4499  or hotline fax: (202) 616-9881  Additional information is available from the DOJ OIG website at <a href="http://www.usdoj.gov/oig">www.usdoj.gov/oig</a>.</li> </ol> <p>6. <b>RECOVERY ACT – Conflict with Other Standard Terms and Conditions</b> The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA” or “Recovery Act”) requirements. Recipients are responsible for contacting their grant managers for any needed clarifications.</p>		

 <p>Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b></p>	<p><b>AWARD CONTINUATION SHEET</b></p> <p><b>Grant</b></p>	<p>PAGE 3 OF 8</p>
PROJECT NUMBER 2009-SS-B9-0090	AWARD DATE 08/11/2009	
<p><i>SPECIAL CONDITIONS</i></p>		
<p>7. <b>RECOVERY ACT – Access to Records; Interviews</b>                  The recipient understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subrecipient, contractor, or subcontractor.</p> <p>The recipient also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient (or of any subrecipient, contractor, or subcontractor) regarding transactions related to this Recovery Act award.</p>		
<p>8. <b>RECOVERY ACT – One-time funding</b>                  The recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional DOJ funding.</p>		
<p>9. <b>RECOVERY ACT – Separate Tracking and Reporting of Recovery Act Funds and Outcomes</b>                  The recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DOJ award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)</p> <p>Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds from this Recovery Act award are not commingled with funds from any other source.</p> <p>The recipient further agrees that all personnel (including subrecipient personnel) whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.</p>		
<p>10. <b>RECOVERY ACT – Subawards – DUNS and CCR for Reporting</b>                  The recipient agrees to work with its first-tier subrecipients (if any) to ensure that, no later than the due date of the recipient's first quarterly report after a subaward is made, the subrecipient has a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.</p>		
<p>11. <b>RECOVERY ACT – Subawards – Monitoring</b>                  The recipient agrees to monitor subawards under this Recovery Act award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.</p>		

 <p>Department of Justice Office of Justice Programs <b>Bureau of Justice Assistance</b></p>	<p><b>AWARD CONTINUATION SHEET</b></p> <p><b>Grant</b></p>	<p>PAGE 4 OF 8</p>	
PROJECT NUMBER	2009-SS-B9-0090	AWARD DATE	08/11/2009
<p><i>SPECIAL CONDITIONS</i></p> <p>12. RECOVERY ACT – Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients</p> <p>(a) The recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations” and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).</p> <p>(b) The recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the recipient is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations.” This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.</p> <p>(c) The recipient agrees to separately identify to each subrecipient the Federal award number, CFDA number, and amount of Recovery Act funds, and to document this identification both at the time of subaward and at the time of disbursement of funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.</p> <p>(d) The recipient agrees to require its subrecipients to specifically identify Recovery Act funding on their SEFA information, similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.</p> <p>13. RECOVERY ACT – Reporting and Registration Requirements under Section 1512 of the Recovery Act.</p> <p>(a) This award requires the recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.</p> <p>(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.</p> <p>(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<a href="http://www.ccr.gov">www.ccr.gov</a>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<a href="http://www.dnb.com">www.dnb.com</a>) is one of the requirements for registration in the Central Contractor Registration.</p> <p>(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <a href="http://www.FederalReporting.gov">www.FederalReporting.gov</a> and ensure that any information that is pre-filled is corrected or updated as needed.</p> <p>(e) The recipient shall notify the OJP program manager of submission of its section 1512(c) report at the time the report is submitted per (d) above. Notification to OJP may be either by submission of a copy of the section 1512(c) data report, or (if not practicable) by electronic notification to the OJP program manager confirming submission of the report. Failure to provide the required notification to OJP will be deemed a failure to report under section 1512(c).</p>			



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*SPECIAL CONDITIONS*

## 14. RECOVERY ACT – Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

## 15. RECOVERY ACT – Protecting State and Local Government and Contractor Whistleblowers (Recovery Act, section 1553)

The recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross mismanagement, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at [www.ojp.usdoj.gov/recovery](http://www.ojp.usdoj.gov/recovery).

## 16. RECOVERY ACT – Limit on Funds (Recovery Act, section 1604)

The recipient agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

## 17. RECOVERY ACT – Infrastructure Investment (Recovery Act, sections 1511 and 1602)

The recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the recipient decide to use funds for infrastructure investment subsequent to award, the recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from OJP. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at [www.ojp.usdoj.gov/recovery](http://www.ojp.usdoj.gov/recovery).



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*SPECIAL CONDITIONS*

18. RECOVERY ACT – Buy American Notification (Recovery Act, section 1605)

The recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act (“Buy American”). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the OJP program office, and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.

Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

For purposes of this special condition, the following definitions apply:

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

For purposes of OJP grants, projects involving construction, alteration, maintenance, or repair of jails, detention facilities, prisons, public crime victims’ shelters, police facilities, or other similar projects will likely trigger this provision.

NOTE: The recipient is encouraged to contact the OJP program manager – in advance – with any questions concerning this condition, including its applicability to particular circumstances.



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*SPECIAL CONDITIONS*

19. **RECOVERY ACT – Wage Rate Requirements under Section 1606 of the Recovery Act**  
(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.
- Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
- (b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
20. **RECOVERY ACT – Misuse of award funds**  
The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
21. **RECOVERY ACT – Additional Requirements and Guidance**  
The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.
22. **RECOVERY ACT - Quarterly Financial Reports**  
The recipient agrees to submit quarterly financial status reports to OJP. At present, these reports are to be submitted on-line (at [https:// grants.ojp.usdoj.gov](https://grants.ojp.usdoj.gov)) using Standard Form SF 269A, not later than 45 days after the end of each calendar quarter. The recipient understands that after October 15, 2009, OJP will discontinue its use of the SF 269A, and will require award recipients to submit quarterly financial status reports within 30 days after the end of each calendar quarter, using the government-wide Standard Form 425 Federal Financial Report form (available for viewing at [www.whitehouse.gov/ omb/ grants/ standard\\_forms/ ffr.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf)). Beginning with the report for the fourth calendar quarter of 2009 (and continuing thereafter), the recipient agrees that it will submit quarterly financial status reports to OJP on-line (at [https:// grants.ojp.usdoj.gov](https://grants.ojp.usdoj.gov)) using the SF 425 Federal Financial Report form, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.



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*SPECIAL CONDITIONS*

23. RECOVERY ACT – Provisions of Section 1512(c)

The recipient understands that section 1512(c) of the Recovery Act provides as follows:

Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains--

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
  - (A) the name of the project or activity;
  - (B) a description of the project or activity;
  - (C) an evaluation of the completion status of the project or activity;
  - (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
  - (E) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

24. RECOVERY ACT – Inapplicability of General Non-supplanting Requirement to this Award

The recipient understands that, for purposes of this award, the general non-supplanting requirement of the OJP Financial Guide (Part II, Chapter 3) does not apply.

25. No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the grantee whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year.

This prohibition may be waived on an individual basis at the discretion of the Assistant Attorney General for OJP.

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### GRANT SUMMARY SHEET

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

<b>Department/Division:</b>	Juvenile Probation/ Domestic Relations Office
<b>Contact Person/Title:</b>	Alan Miller
<b>Phone Number:</b>	Financial Analyst
	(512) 854-5628

<b>Grant Title:</b>	Integrated Child Support System Cooperative Agreement		
<b>Grant Period:</b>	From: 9/1/09	To: 8/31/11	
<b>Grantor:</b>	Office of the Attorney General		
<b>American Recovery and Reinvestment Act (ARRA) Grant</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	<b>TOTAL</b>
Personnel:	\$300,890		\$0	\$0		\$300,890
Operating:	\$100,000					\$100,000
Capital Equipment:						
Indirect Costs:						
<b>Total:</b>	\$400,890	0	\$0	\$0	0	\$400,890
FTEs:	0					0

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

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Applicable Depart. Measures						
% Coll Current Support	80%					80%
% Paying Cases	80%					80%
Measures For Grant						
Child Support Cases Under ICSS Agreement	1,656					2,760

**PBO Recommendation:**

Juvenile Probation is requesting Commissioners Court approval of a contract with the Office of the Attorney General (OAG), Child Support Enforcement Division to continue the Integrated Child Support System (ICSS) Program to monitor and enforce all new private divorces and paternities, from their inception, for compliance with child and medical support orders. The State provides a per case monthly fee, a share of the federal performance incentives based on the collection rate of both current child support and arrears, and monthly quality and efficiency incentives. The grant revenue will cover any program expenses. This agreement is for a two year period.

PBO recommends approval of the request to continue the program.

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

The Travis County Juvenile Probation Department, Domestic Relations Office is requesting Commissioners Court approval for renewal of the Integrated Child Support System (ICSS) grant from the Office of the Attorney General (OAG) . By local Judicial Standing Order, all new suits affecting the parent child relationship with an original order date after 7/1/09, automatically become a IV-D case and the cases are monitored from their inception for delinquency and enforcement services by DRO. The custodial parents may opt out of the program at any time but if not, never need to make an application for enforcement services. DRO uses the OAG computer system and has access to all of the federal collection tools in order to increase the overall collection of child and medical support in Travis County. DRO is paid with federal pass through funds from the OAG on a per case, per month basis; earns monthly quality and efficiency payments; and shares in the OAG federal performance incentives that they earn.

The grant/contract is for two years. During this period, which will be the first full fiscal years of operating the program, we will begin to transition DRO staff that provide support for the program to the grant fund. As this is a new program, DRO intends to be extremely conservative in not moving staff to the grant until it is clear that the revenue will be realized as expected. Please note as there may be some contract and infrastructure improvements necessary, we are estimating a portion of the funds from the OAG will be used for this.

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

There are no long term County Funds associated with this grant.

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

There are no grant requirements.

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

A specific amount for indirect costs is not included. The per case payment is provided to cover the County expenditures

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 department expects that the grant will continue to be renewed in perpetuity.

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

This is not a new program, as both enforcement and collection are existing programatic operations of the Domestic Relations Office. This grant provides reimbursement for a task that the County would otherwise be obligated to continue to provide.

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

This grant will shift the focus of the department away from the day to day management of the collections and payment of child support and more toward the enforcement of child and medical support orders.

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# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

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

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

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

**SUBJECT:** Contract with Travis County and the Office of the Attorney General for Integrated Child Support System (ICSS) Agreement for FY 2010 and 2011.

**DATE:** August , 2009

Travis County Juvenile Probation, Domestic Relations Office is requesting approval from Commissioners Court to contract with the Office of the Attorney General (OAG), Child Support Enforcement Division to continue the Integrated Child Support System (ICSS) Agreement for FY 2010 and 2011.

Through this agreement Travis County Domestic Relations Office monitors and enforces all new private divorces & paternitys, from their inception, for compliance with child and medical support orders. The OAG passes through federal funds to the County. The Domestic Relations Office also gains access to an array of federal collection tools. The new monitoring program for compliance assists Domestic Relations in ensuring regular, timely child and medical support payments for Travis County children.

The advantages of contracting with the OAG to provide ICSS services are many. Benefits include automatic enforcement of child support obligations, reliable and consistent child support to needy families, an increase in the overall collection rate, a decrease in the average amount of arrears owed, and enhanced collection tools.

The OAG pays the County a base fee per case, per month. In addition, DRO earns monthly Quality and Efficiency performance incentives and shares in the performance incentives the OAG earns from the federal Office of Child Support Enforcement, based on the collection rate of both current child support and arrears. For the FY 10-11 contract period, the OAG has estimated the maximum amount to be received is \$400,890.

The Department is respectfully requesting approval of this contract.

CC: Cecelia Burke  
Jim Connolly  
Dede Bell  
Travis Gatlin  
Sylvia Mendoza



**TRAVIS COUNTY  
INTEGRATED CHILD SUPPORT SYSTEM  
COOPERATIVE AGREEMENT**

**CONTRACT NO. 10-C0019**

This Agreement is entered into by and between the OFFICE OF THE ATTORNEY GENERAL ("OAG"), as Title IV-D Agency for the State of Texas, for and on behalf of its Child Support Enforcement Division ("Division") and TRAVIS COUNTY of the State of Texas ("County") under the authority of Section 231.002 of the Texas Family Code.

WHEREAS, pursuant to Title IV, Part D of the federal Social Security Act and Chapter 231 of the Texas Family Code, the OAG has been designated as the Title IV-D agency for the State of Texas; and

WHEREAS, the OAG as the designated Title IV-D agency has been delegated responsibility for developing and administering a statewide integrated system for child support and medical support enforcement ("Texas ICSS"); and

WHEREAS, the OAG and the County desire to enter into an agreement for the County to provide the services enumerated herein;

NOW, in furtherance of the aforesaid objectives and in consideration of the mutual understanding and agreements hereinafter set forth, OAG and County agree as follows:

**1. PURPOSE**

The OAG and County shall cooperate to provide comprehensive, effective, and efficient child support enforcement services to:

- 1.1. record, monitor and enforce all County child support orders entered in the Qualifying CSE Caseload;
- 1.2. utilize an automated enforcement process which will use delinquency monitoring, billing, and other enforcement techniques to ensure the payment of current child support and medical support to custodial parents in the Qualifying CSE Caseload;
- 1.3. incorporate existing enforcement resources into the automated enforcement process to obtain maximum benefit from federal funding;
- 1.4. delineate requirements for implementing an effective and compliant County run integrated child support enforcement office;

- 1.5. ensure parties in the cases in the Qualifying CSE Caseload receive quality customer service;
- 1.6. ensure compliance by County with all federal and state laws and regulations governing IV-D child support and medical support;
- 1.7. delineate OAG processes to support County efforts; and
- 1.8. ensure seamless transition of services upon termination of this Agreement.

## 2. **DEFINITIONS**

For the purposes of this Agreement, the terms listed below shall have the following meanings:

- 2.1. "Allowable Costs" shall be the actual amount of costs incurred that qualify for reimbursement under the federal financial participation provisions of Part D, Title IV of the federal Social Security Act (42 U.S.C. §§ 651 *et seq.*) and Office of Management and Budget Circular A-87, "Cost Principles for State and Local Governments", published by the Executive Office of the President of the United States of America.
- 2.2. "County Participants" shall mean the various County departments (excluding the Community Supervision Unit) which either perform IV-D Program Activities or support the performance of IV-D Program Activities by providing administrative support services such as facilities management or procurement assistance. County costs associated with the Community Supervision Unit are covered under a separate contract.
- 2.3. "County Personnel" shall mean the personnel provided by County to perform work in the County's enforcement office, and whose time on the job is dedicated in whole or in part to IV-D Program Activities. Such personnel may be either county employees or staff provided by private contractors, as County deems appropriate.
- 2.4. "Direct Costs" shall be defined as that term is defined by the federal Office of Management and Budget Circular A-87, "Cost Principles for State and Local Governments", published by the Executive Office of the President of the United States of America.
- 2.5. "Division" shall mean the Child Support Division of the OAG.
- 2.6. "ICSS" shall mean the Integrated Child Support System, a cooperative effort established by the OAG pursuant to Chapter 231 of the Texas Family Code.
- 2.7. "Indirect Costs" shall be defined as that term is defined by the federal Office of Management and Budget Circular A-87, "Cost Principles for State and Local Governments", published by the Executive Office of the President of the United States of America.

- 2.8. "IV-D Program Activities" shall be those activities exclusively devoted to fulfilling the requirements, duties, and obligations of a child support enforcement office pursuant to state and federal law.
- 2.9. "OAG Computer System" shall mean the Texas Child Support Enforcement System (TXCSES), a federally certified case management system for the IV-D program.
- 2.10. "Qualifying CSE Caseload" shall mean all Child Support orders deemed to have made an application for Title IV-D Child Support services by the County local rule and entered subsequent to the effective date of the local rule as defined in the Texas Rules of Civil Procedure 3a, and deemed to be a IV-D case by way of the local rule.
- 2.11. "Title IV-D agency" shall have the meaning defined in Section 101.033 of the Texas Family Code.
- 2.12. "Title IV-D case" shall have the meaning defined in Section 101.034 of the Texas Family Code.

### 3. **TERM OF AGREEMENT**

This Agreement is effective on September 1, 2009 and, unless sooner terminated as provided herein, shall terminate August 31, 2011.

### 4. **OAG RESPONSIBILITIES**

The OAG will:

- 4.1. Purchase, install, and maintain using OAG funds, computer hardware and related equipment which the OAG and County deem necessary (not to exceed the standard OAG hardware configuration) for County Participants to process the qualifying CSE caseload using the OAG computer system;
- 4.2. Purchase, install, and maintain computer software and upgrades to OAG procured software which OAG and County deem necessary (not to exceed the standard OAG software configurations) for County Participants to process the qualifying CSE caseload using the OAG computer system;
- 4.3. Make available contract programming services to the County upon the signed execution of this Agreement, which are determined by the County and OAG to be both cost beneficial and necessary;
- 4.4. Provide access to County Personnel for the OAG computer system consistent with OAG software license agreements and OAG computer system capacity and capability;

- 4.5. Provide, at OAG expense and discretion, training to County Personnel in the use of the OAG computer system and its component hardware and software. When OAG determines that it is feasible, training will be conducted locally;
- 4.6. Provide through OAG region and unit management specific technical assistance, training, procedural and policy support as needed to assist the County Participants with ongoing operational issues. If the Regional Administrator requests that the County attorneys who perform services under this Agreement attend state-wide training conducted by the OAG for Assistant Attorneys General, or that County Participants attend an OAG Statewide Managers' Meeting or Field Managers Meeting, or if OAG State, Regional or Unit level management requests that County Participants attend OAG training relating to the services being performed by County under this Agreement, the cost for such travel will be separately reimbursed. The cost for such travel is not included in the per child support order fee set forth in the Reimbursement of Certain Allowable Costs Section below. The OAG will reimburse such cost subject to the rates specified for travel by its own classified employees, for the expenses approved by the OAG that are allowable for reimbursement in the State of Texas Travel Allowance Guide. Any claim for such travel reimbursement by county shall include adequate supporting documentation as prescribed in the State of Texas Travel Allowance Guide. County and OAG agree that claims for such travel reimbursement may be submitted directly to the OAG by the individual traveler and that the OAG may make payment for such travel reimbursement directly to the individual traveler. Any claim submitted by an individual traveler must contain the traveler's full name, mailing address, contact phone number, Social Security Number and OAG Contract Number.
- 4.7. Make available applicable federal, state, and local rules and procedures to County Personnel and provide updates as appropriate and consistent with OAG policy and field operations;
- 4.8. Be responsible for those IV-D cases not included in the Qualifying CSE Caseload as that term is defined in this Agreement; and
- 4.9. Provide a statement of intent to renew to the County on or before April 1, 2011. If the OAG intends to renew, not later than June 1, 2011, the OAG will provide the County with a proposed child support order fee together with the component annual cost elements; which proposed order fee will be based upon actual OAG state appropriation year 2010 expenditures and encumbrances with an as of date no earlier than May 1, 2011.

## 5. COUNTY RESPONSIBILITIES

The County will, pursuant to funds provided by Commissioner's Court:

- 5.1. Provide physical facilities for County Participants as necessary to timely process the Qualifying CSE Caseload and to accommodate information system needs, including but not limited to related utility services and physical support;
- 5.2. Provide County Personnel as necessary to effectively and efficiently administer, including administrative and judicial enforcement of, the Qualifying CSE Caseload in compliance with federal and OAG performance measures and requirements and federal Data Reliability

standards. Such staff may be either county employees or private contractors, as County deems appropriate, but subject to the Subcontracting Section in the General Requirements Section below;

- 5.3. Make every attempt to ensure consistent information resource (IR) personnel support exists for the timely completion of OAG IR projects;
- 5.4. Comply with federal and (as specified by the OAG) OAG requirements and procedures regarding case initiation, record retention, reporting, confidentiality, case processing, administrative enforcement, judicial enforcement and money handling. County shall use the TXCSES "Legal Diary" that is used to populate the Automated Local Printing System. The County may use County authored forms unless the use of such form(s) would: cause the OAG not to be in compliance with federal and state laws, rules and regulations governing ICSS and child support enforcement; result in the loss of historical data or cause the County not to meet any of the minimum performance standards set forth in the Performance Evaluation Standards subsection below. Provided however, that when the OAG implements its document management system the County must then use OAG authored forms. The County may request that the OAG approve County local variances to the OAG authored forms. The OAG will expedite the review of such requests. The review will be conducted by personnel specifically appointed, by the Director, Child Support Division, to review County local variance requests. The OAG will keep the County informed of the planned implementation date for the OAG document management system and will provide the County with a minimum of ninety (90) calendar days prior written notice of the migration date(s) for the document management system;
- 5.5. Record all support orders in the Qualifying CSE Caseload in the OAG computer system;
- 5.6. Utilize the OAG computer system to monitor and enforce all orders in the Qualifying CSE Caseload;
- 5.7. Within statutory requirements in conjunction with section 4.3 above, modify and maintain the existing County computer systems to effectively and efficiently administer the Qualifying CSE Caseload and integrate with the OAG computer system;
- 5.8. Provide office: furniture, equipment, and supplies as necessary for County Personnel to perform the duties described herein;
- 5.9. To the extent necessary to fulfill its obligations under this Agreement, maintain County procured equipment compatibility with the OAG computer system and OAG procured computer equipment, to include computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG computer system and OAG procured computer equipment upgrades.
- 5.10. Ensure that, when requested by the Regional Administrator that the County attorneys who perform services under this Agreement attend state-wide training conducted by the OAG for Assistant Attorneys General, and that County Participants attend OAG Statewide Managers' Meetings or Field Managers Meetings, and also ensure that when requested by OAG State,

Regional or Unit level management, that County Participants attend OAG training relating to the services being performed by County under this Agreement

**6. REIMBURSEMENT OF CERTAIN ALLOWABLE COSTS**

6.1. Reimbursement. The OAG shall reimburse the County for the federal share of the County's Agreement associated allowable cost subject to the limitations set forth in this Agreement. Federal share means the portion of the County's Agreement associated allowable cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Agreement is 66%. The Cost Principles for "State and Local Governments" as defined in OMB Circular A-87 shall apply to costs reimbursed under this Agreement. The County and OAG agree that for the purposes of this Agreement all of the County's Agreement associated allowable costs for any given calendar month is equal to the obligated caseload that was in existence on the first day of that month multiplied by a per child support order fee of \$15.27. For the purposes of this section the obligated caseload is defined as:

“All cases with sufficient information on the OAG automated child support system to be counted as an obligated case on the OAG’s monthly Goals and Production Report – MR1010R1, less any cases in which the current child support obligation has ended and the arrears are less than five hundred dollars (\$500.00) (excluding case in which payments are still being received on the arrears amount).”

Thus: (Obligated Caseload) X (\$15.27) X (Federal Share) = OAG Reimbursement Amount. The child support order fee was determined by first identifying the direct costs of an equivalent Child Support Division Field Unit and the indirect costs of OAG attributable to the support of that unit (which indirect costs would not also be provided in kind to the County enforcement office) based upon actual OAG state appropriation year 2008 expenditures and encumbrances as of May 17, 2009. Then OAG adjusted those costs by adding an inflation factor.

6.2. Incentive Payments for Exceeding Quality and Efficiency Standards. If County qualifies for an incentive payment (see the Quality and Efficiency Standards Subsection of the Performance Measurement Section below) either twenty-five cents (\$0.25) or thirty cents (\$0.30), depending upon the incentive amount qualified for, shall be added to the per child support order fee set forth above for the calendar month that the County qualified for the incentive payment.

6.3. Reimbursement Process.

6.3.1. OAG shall determine the monthly fee based on the obligated caseload in existence on the first day of the month and the results of the Quality and Efficiency Monitoring.

- 6.3.2. OAG shall forward a Summary and Reimbursement Invoice to the County for review and approval.
- 6.3.3. If the County approves the Summary and Reimbursement Invoice, the County signs the Invoice and returns it to OAG within ten (10) County work days. County's signature constitutes approval of the Invoice and certification that all services provided during the period covered by the Invoice are included on the Invoice. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

County shall submit the invoice to:

Allen Broussard, Contract Manager  
Mail Code: 062  
Office of the Attorney General  
P.O. Box 12017  
Austin, Texas 78711-2017

- 6.3.4. If County does not approve the Summary and Reimbursement Invoice, it shall return the Invoice to the OAG within ten (10) County working days of receipt, detailing the basis of any disputed item along with supporting documentation. The OAG shall review the returned Invoice. If the dispute is resolved in the County's favor, the OAG shall make payment in the amount requested by County. If the dispute is not resolved in the County's favor, the OAG shall make payment in accordance with the Invoice originally sent to the County and forward a letter of explanation to the County.
- 6.4. Limitations on Reimbursement.

- 6.4.1. Non-Receipt of Federal Share. The OAG is liable to the County for payment of the federal share of reimbursement to the extent that the OAG receives the federal share. If the federal share is received by the OAG and that amount or any part of it is later disallowed by the federal government, the County official to whom payment was made shall return the amount disallowed to the OAG not later than the thirtieth (30th) day after the date on which notice to return the disallowed amount was given by the OAG.
- 6.4.2. No Reimbursement For Costs Incurred Prior to Agreement. The OAG shall not be liable to reimburse the County for allowable costs pursuant to this Agreement when such costs were incurred prior to the commencement of this Agreement or are incurred after termination of this Agreement.
- 6.4.3. Timing of Requests for Reimbursement. The OAG may decline to reimburse County for any services not properly billed to the OAG within the next three billing cycles immediately following the month in which the County provided the services.
- 6.4.4. No Reimbursement When Non-Compliance with Inventory Control Requests or Denial of Access to Records. The OAG shall not be liable to reimburse the County for allowable costs pursuant to this Agreement from the date that any personnel employed or retained by the

County subject to this Agreement fail to comply with OAG inventory control requests or fail to grant immediate access to all books, records and equipment subject to this Agreement to representatives of the United States Department of Health and Human Services ("HHS"), the Comptroller General of the United States, the OAG, the State Auditor, or their agents and representatives for purposes of inspecting, monitoring, auditing, evaluating, or copying such items. The OAG shall continue to have no obligation to reimburse the County for such allowable costs until said personnel comply with the inventory control requests and/or grant access to such books, records and equipment.

- 6.4.5. Reimbursement Subject to Federal Approval. It is expressly understood and agreed by the parties hereto that any and all of the OAG's obligations hereunder are contingent upon the existence of a State Plan for Child Support Enforcement approved by the federal Office of Child Support Enforcement providing for the statewide program of child support enforcement pursuant to the Social Security Act, and on the availability of federal financial participation for the activities described herein. In the event that the State Plan should be disapproved, or the availability of federal financial participation otherwise terminate, the OAG shall discontinue payment hereunder and notify the County within ten (10) days of such fact in writing, except that the OAG shall reimburse the County for any costs incurred pursuant to this Agreement for which the OAG receives money from the federal Office of Child Support Enforcement.
- 6.4.6. County Refund of Overpayments. The County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the OAG and the County agree has resulted in an overpayment to the County, provided that such sums may be offset and deducted from any amount owing but unpaid to the County.
- 6.4.7. Withhold of Funds Upon Loss, Damage, or Theft of Equipment. Upon the loss, damage, or theft of any OAG provided equipment, the OAG may withhold an amount equal to the fair market value of the equipment until final resolution of County liability (and any required payment to OAG, if any) under the "Property Management, Accountability and Maintenance" section of this Agreement.

## 7. **FEDERAL INCENTIVE PAYMENTS**

- 7.1. County May Qualify for Incentive Payments. In addition to the reimbursements specified in Section 6 of this Agreement, federal law provides that eligible political subdivisions may share in federal incentive revenues. County shall participate in Texas' earned incentives in the following incentive measures: Collections on Current Support, Collections on Arrears and Collections to Expense Ratio. County's eligible share shall be calculated in a manner consistent with the way OCSE calculates Texas' share of federal incentives. In addition, County share shall be determined in the same proportion that County collections constitute part of the federally defined collections base and that OAG field offices' costs constitute part of the overall annual costs of the Texas IV-D program. The proportion of field offices' costs to overall annual IV-D program costs will be computed based on actual expenditure and encumbrance data for the state appropriations year that encompasses eleven (11) months of the federal fiscal year for which federal incentives were awarded to the state. Upon the United States Office of Child Support Enforcement providing OAG with an accounting of Texas' share of the national performance

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incentives pool, and completing payment of any incentives due OAG, OAG will calculate County's proportionate share of performance incentives and make payment to County of any performance incentives due County. The requirements imposed upon OAG by the "Federal Incentive Payments" section and its subsections shall survive the termination of this Agreement until such time that OAG has fulfilled its obligations under the aforesaid "Federal Incentive Payments" section and its subsections.

- 7.2. Conditions for Earning Federal Incentive Payments. County must be performing satisfactorily at the end of the State fiscal year to be eligible to share in any federal incentives realized by OAG for the Federal fiscal year that encompasses eleven (11) months of that State fiscal year (see the "Remedies for Non-Performance" section below). The State fiscal year runs from September through the following August. The Federal fiscal year runs from October through the following September.
- 7.3. Federally defined performance incentive measures. To the extent that County performs each of the following incentive measures County shall receive its ratio share of incentives. County at the inception of this Agreement does not establish parentage or support orders and therefore is not eligible to share in the first two incentive measures listed:

Parentage Established Percentage  
Cases with Support Orders  
Collections on Current Support  
Collections on Arrears  
Collections to Expense Ratio

Attachment One to this Agreement provides an example illustrating the allocation methodology. The example presented as Attachment One is offered for purposes of illustration only and is not intended to represent an agreement to pay to the County the dollar amounts listed in the Attachment.

- 7.4. Requirement to Maintain a Base Year Level of Expenditures. County must expend the full amount of incentive payments received under this Agreement to supplement and not supplant other funds used by the County to carry out the services being provided under this Agreement. County expenditures may not be reduced as a result of the receipt and reinvestment of incentive payments. A base year level of county expenditures has been identified to determine if incentive payments are used to supplement rather than supplant other funds used by the County to carry out the services being provided under this Agreement. The base year is September 1, 2006 through August 31, 2007. The base year level of expenditures is Two Hundred Seventy-Three Thousand Five Hundred Ninety-Five Dollars and no/100 (\$273,595.00). This base year level of expenditures must be maintained in future years. Incentive payments received under this Agreement must be used in addition to and not in lieu of this base amount.

- 7.5. Audit. The listing of audit requirements in this particular subsection is not intended to and do not exclude the applicability of the audit requirements set forth in the "Audit Provisions" section below. Rather the requirements of this subsection are cumulative and in addition to the requirements of the "Audit Provisions" section below. County shall maintain and retain for a period of three (3) years after the termination of this Agreement, or until full and final resolution of all audit or litigation matters which arise before the expiration of the three (3) year period, whichever time period is longer, such records as are necessary to fully disclose that incentive payments received under this Agreement were used to supplement and not supplant the base year level of expenditures. If incentive payments are disallowed as a result of an audit finding contained in an audit (by the County's independent auditor, the OAG, the State auditor, the US Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that the County has used the incentive payments to supplant and not to supplement the base year level of expenditures, then the County shall refund to OAG the amount supplanted within thirty (30) calendar days of the date of the written OAG request for refund; provided further that such amounts may be offset and deducted from any funds payable under this Agreement.
- 7.6. Revision of Incentive Payment Methodology. If the federal incentive payment methodology is changed during the term of this Agreement, OAG and County will execute an amendment to conform to the new methodology.

8. **PERFORMANCE MEASUREMENT AND CHALLENGE GOALS**

- 8.1. Performance Requirements. The County shall comply with all federal and state laws, rules and regulations governing ICSS and child support enforcement including, but not limited to, Chapter 231 of the Texas Family Code and Title IV-D of the federal Social Security Act and (as specified by the OAG) the policies and procedures of the OAG for implementing those state and federal requirements. The County agrees to allow the OAG to have unannounced access to and to monitor the County IV-D office and to observe the operation of and to perform investigations, audits and reviews of the operation and records of the office as deemed necessary by the OAG to assure compliance with federal and state requirements, OAG policies and procedures or other written OAG requirements. The County agrees to facilitate OAG reporting of relevant monitoring, enforcement, and customer service actions by appropriate recording of activities and information on the OAG automated child support system ("TXCSES") or (as may be required by the OAG) by preparing reports of such relevant information as may be recorded on the County automated systems. The County agrees to work with the OAG Regional Administrator on a regular basis to evaluate the month-to-month performance by the County of its obligations under this Agreement.
- 8.2. Performance Evaluation Standards. The County agrees that, at a minimum, it shall perform its obligations under this Agreement according to the following standards:
- 8.2.1. Federal Data Reliability Standards. County shall meet the ninety-five percent (95%) efficiency rate for the completeness, reliability and accuracy of the data that underlie Lines 1, 24, 25, 28 and 29 of Form OCSE 157.
- 8.2.2. Customer Service Standards. County shall track and provide documentation regarding all

inquiries received. These activities shall be tracked by using the Case Correspondence screen on TXCSES. All inquiries shall include a statement of the inquiry, a statement of the action taken to assist the customer, a statement of any follow up action and final result, the name of the person handling the inquiry, the name of the person making the inquiry, OAG case number and/or court cause number, NCP name, CP name, and date of inquiry. County shall perform Customer Service according to the following time-lines:

- respond to written inquiries within ten (10) County work days,
- respond to e-mail inquiries within ten (10) County work days,
- take action on information received within three (3) County work days,
- document case record of action or information received at time of receipt,
- follow up to a telephone inquiry within three (3) County work days,
- complete any necessary research within fifteen (15) County work days,
- return phone calls within two (2) County work days,
- see an in-office customer the same day, and
- schedule any request for an appointment within three (3) County work days of request.

8.2.3. Public Official Inquiry Standards County shall process Public Official inquiries in accordance with the following standards. County may choose to respond to the inquiry itself or have the OAG Public Official Inquiry Section ("POIS") respond. When the County chooses to have the POIS respond County must notify POIS immediately upon receipt of either a telephonic or written inquiry. County must provide POIS with the case number, name of the person calling, and on whose behalf the person was calling. In case of a written inquiry County must fax the written inquiry to POIS immediately upon receipt. County shall assist POIS with resolving the inquiry. When County chooses to respond itself, County must, in consultation with POIS, respond to a written inquiry within five (5) County work days and a telephone inquiry the same day if possible. Immediately after responding, County must notify the POIS supervisor of the inquiry received and its resolution. County must respond to any POIS tasking within two County work days of the date of the e-mail. County must notify POIS supervisor of any public official inquiry relating to a case that is not pending in the County office.

8.2.4. Percentage of Collections on Current Support Due. The standard for this category shall be collecting annually at least the percentage of current support due designated by the OAG as the statewide minimum standard for OAG field offices. The OAG Contract Manager shall inform the County office of the amount designated as the statewide minimum standard on or before October 31 of the federal fiscal year.

8.2.5. Percentage of Cases with Collections on Arrears. The standard for this category shall be achieving annually at least the percentage of cases with collections on arrears designated by the OAG as the statewide minimum standard for OAG field offices. The OAG Contract Manager shall inform the County office of the amount designated as the statewide minimum standard on or before October 31 of the federal fiscal year.

8.2.6. Quality and Efficiency Standards. The Quality and Efficiency Standards are set forth in the table below. County may qualify to receive an incentive payment for exceeding these minimum Quality and Efficiency Standards. In order to qualify to receive an incentive payment the County must not be in an unsatisfactory performance status (See the “Remedies for Non-Performance” section below). In order to receive a twenty-five cent (\$0.25) incentive payment the County must meet or exceed the specified exceptional standard for at least eight of the Quality and Efficiency measurements and achieve at least the minimum standard specified for all measurements. In order to receive a thirty cent (\$0.30) incentive payment the County must meet or exceed the specified exceptional standard for all measurements.

If in any given month a measurement sample contains less than twenty (20) cases, the score for that measurement will be assumed to be exceptional, regardless of the actual score, pending results of an annual evaluation of the measurement. At the end of the fiscal year (August), an annual score will be calculated for each measurement with less than twenty cases (20) during any month of the fiscal year. If the annual score does not meet the exceptional standards, any payments made during the fiscal year for assumed exceptional performance will be deducted from the August invoice.

8.2.6.1. Statistical Sampling. The OAG may use statistical sampling, as described in Attachment Two, and generalize from sample results wherever appropriate to evaluate compliance and achievement of performance standards in order to support payment of incentives and/or assertion of remedies. For the purposes of this section, high volume performance requirements where evaluation of all relevant cases or case activities is not cost-effective or feasible shall be deemed appropriate for statistical sampling.

<u>MEASUREMENT</u>	<u>CRITERIA</u>	<u>MINIMUM STANDARD</u>	<u>EXCEPTIONAL STANDARD</u>
<u>CASE INITIATION AND ORDER ENTRY</u>	All relevant case and member data updated and order information updated within 20 business days of case opening	Ninety-five percent (95%) of all cases opened during the month reviewed.	Ninety-five percent (95%) of all cases updated and order information updated within 14 business days of case opening.
<u>CASE TRANSFER</u>	Transfer case to appropriate OAG field office within 15 business days of receipt of “Case Type Change” morning mail message.  Exception: If pending legal action exists when case type changes, case should be transferred to	Ninety percent (90%) of all cases that should have been transferred during the month reviewed.	Ninety-one percent (91%) of all cases that should have been transferred during the month reviewed.

<b><u>MEASUREMENT</u></b>	<b><u>CRITERIA</u></b>	<b><u>MINIMUM STANDARD</u></b>	<b><u>EXCEPTIONAL STANDARD</u></b>
	appropriate OAG field office within 10 business days of resolution of legal action.		
<b><u>CASE CLOSURE</u></b>	<ul style="list-style-type: none"> <li>▪ Case closure reason code correct</li> <li>▪ Documentation in case folder and on system to verify closure reason</li> <li>▪ Wait mandatory time before closing case</li> </ul>	Ninety-five percent (95%) of all cases that were closed during the month reviewed.	Ninety-six percent (96%) of all cases that were closed during the month reviewed.
<b><u>REVIEW AND ADJUSTMENT</u></b>	Within 180 calendar days of request for review OR of locating the non-requesting party (whichever occurs later), conduct review and adjust order (by requesting modification), or determine that order should not be adjusted. Provide all parties with modified order within 14 business days after order entered OR notice that order will not be adjusted within 14 business days of determination.	Ninety-five percent (95%) of all cases where parties should have been provided with a modified order or notified that order will not be adjusted during the month reviewed.	Ninety-six percent (96%) of all cases where parties should have been provided with a modified order or notified that order will not be adjusted during the month reviewed.
<b><u>LOCATE</u></b>	All appropriate locate resources utilized within 75 calendar days.	Ninety-five percent (95%) of cases where locate resources should have been utilized during the month reviewed.	Ninety-six percent (96%) of all cases where locate resources should have been utilized during the month reviewed.
<b><u>ADMINISTRATIVE INCOME WITHHOLDING</u></b>	IWO issued within 2 business days of employment verification.	Ninety-five percent (95%) of all cases with new employment information during the month reviewed.	Ninety-six percent (96%) of all cases with new employment information during the month reviewed.

<b><u>MEASUREMENT</u></b>	<b><u>CRITERIA</u></b>	<b><u>MINIMUM STANDARD</u></b>	<b><u>EXCEPTIONAL STANDARD</u></b>
<b><u>ENFORCEMENT</u></b>	<p>Administrative Enforcement action taken within 30 calendar days of delinquency date or verified locate, whichever is later.</p> <p>OR</p> <p>Service completed (or unsuccessful service attempts documented to show diligent effort) within 60 calendar days of delinquency date or verified locate, whichever is later.</p> <p>“Delinquency Date” as used in this cell means 30 days after a missed payment.</p>	Ninety-five percent (95%) of all cases where enforcement action should have been taken or where service should have been completed during the month reviewed.	Ninety-six percent (96%) of all cases where enforcement action should have been taken or where service should have been completed during the month reviewed.
<b><u>EXPEDITED PROCESSES – 6 MONTHS</u></b>	Legal actions completed within six months from the time of successful service on all parties	Seventy-five percent (75%) of legal actions completed within six months from the time of successful service on all parties.	Seventy-six percent (76%) of legal actions completed within six months from the time of successful service on all parties.
<b><u>EXPEDITED PROCESSES – 12 MONTHS</u></b>	Legal actions completed within twelve months from the time of successful service on all parties	Ninety percent (90%) of legal actions completed within twelve months year from the time of successful service on all parties.	Ninety-one percent (91%) of legal actions completed within twelve months from the time of successful service on all parties.
<b><u>AFTER COURT ORDER ENTRY</u></b>	All subsequent orders entered into TXCSES within 7 business days of the final hearing.	Ninety percent (90%) of all subsequent orders entered into TXCSES during the month reviewed.	Ninety-one percent (91%) of all subsequent orders entered into TXCSES during the month reviewed.

8.3. Challenge Goals. The OAG challenges its field offices, in their pursuit of excellence, to continually improve their performance, which in turn improves the overall performance of the Program and service to the children of Texas. The County agrees to participate in this challenge and use its best efforts to meet or exceed each of the goals as described below.

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- 8.3.1. Annual Disbursement Goal. The standard for this category shall be disbursement of at least the amount designated by the OAG Contract Manager at the beginning of each state fiscal year as the county office's annual disbursement goal. The OAG Contract Manager shall inform the county office of the amount designated as its annual disbursement goal on or before September 30 of the state fiscal year. The designated percentage shall be calculated by OAG Field Operations using a standardized formula.
- 8.3.2. Annual Medical Support Disbursement Goal. The standard for this category shall be disbursement of at least the amount designated by the OAG Contract Manager at the beginning of each state fiscal year as the County office's annual medical support disbursement goal. The OAG Contract Manager shall inform the County office of the amount designated as its annual medical support disbursement goal on or before September 30 of the state fiscal year. The designated percentage shall be calculated by OAG Field Operations using a standardized formula.
- 8.3.3. Percentage of Collections on Current Support Due. The standard for this category shall be annual collection of at least the percentage of current support due designated by the OAG Contract Manager at the beginning of each federal fiscal year. The OAG Contract Manager shall inform the county office of the designated percentage on or before October 31 of the federal fiscal year. The designated percentage shall be calculated by OAG Field Operations using a standardized formula.
- 8.3.4. Percentage of Cases with Collection on Arrears. The standard for this category shall be annual achievement of at least the percentage of cases with collections on arrears designated by the OAG Contract Manager at the beginning of each federal fiscal year. The OAG Contract Manager shall inform the County office of the designated percentage on or before October 31 of the federal fiscal year. The designated percentage shall be calculated by OAG Field Operations using a standardized formula.
- 8.3.5. Dispositions to Filings Ratio. The standard for this category shall be monthly achievement of at least a seventy-five percent (75%) successful disposition ratio. For the purposes of this goal, "successful disposition" shall mean a final, temporary or interim order obtained or a capias issued within one year of the date of filing. The "Dispositions to Filings Ratio" is determined from the Child Support Division Information, Delivery, Analysis, Reporting System.
- 8.3.6. Service Rate. The standard for this category shall be monthly achievement of at least a seventy-five percent (75%) successful service ratio. For the purposes of this goal, "successful service" means successful service of process on all parties within six months of filing. Successful service can be via personal service, substitute service, waiver of service or personal appearance. The "Service Rate" shall be determined by dividing the number of cases with successful service in the twelve month period reviewed by the total number of filings in the same time period.

**8.4. Remedies for Non-Performance.**

- 8.4.1. Failure by the County office to meet any of the minimum performance evaluation standards in the "Performance Evaluation Standards" section and its subsections above or any of the requirements of this Agreement, except the annual challenge goals in the "Annual Challenge Goals" section and its subsections above, may result in a finding of unsatisfactory performance. County must be performing satisfactorily at the end of the State fiscal year to be eligible to share in any federal incentives realized by OAG for the Federal fiscal year that encompasses eleven (11) months of that State fiscal year. Any finding of unsatisfactory performance, either by the OAG Contract Manager or the Regional Administrator, will be communicated to the County in writing by the OAG Contract Manager. The OAG Contract Manager will review the written finding of unsatisfactory performance and, in consultation with the County and the Regional Administrator, determine the validity of the finding. The OAG Contract Manager will communicate in writing the results of the review to the County and the Regional Administrator.
- 8.4.2. If the finding of unsatisfactory performance is validated, the County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager.
- 8.4.3. If the County does not return to satisfactory status within forty-five (45) calendar days after receiving notice that an unsatisfactory performance finding has been validated, then the OAG may withhold payments due to County under this Agreement until the County is once again performing satisfactorily. If the County has not either returned to satisfactory status within sixty (60) calendar days after receiving notice that an unsatisfactory performance finding has been validated, or commenced corrective action and thereafter proceeded diligently to complete such correction then the OAG may terminate this Agreement (in accordance with the "Termination of Agreement" section below) without payment to County for any costs incurred by County from the time that OAG may have commenced withholding payments due to County being in an unsatisfactory status. Where payments have been withheld and are to resume, due to County having attained satisfactory performance status, the first payment after resumption shall include all costs accrued during the period when payments to the County were withheld.

**9. AUDIT PROVISIONS**

- 9.1. The County shall maintain adequate financial records for all related work as directed under 45 C.F.R. Part 74, Subpart C, "Financial and Program Management", and "Reports and Records", and make such records available for audit. The County also shall maintain such records as are deemed necessary by the OAG to assure proper accounting for all costs, including expenditure of incentive monies. All of the records specified in this Subsection shall be retained as subsequently specified in this Section 9.
- 9.2. All records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement shall be subject to examination or audit in accordance with

all applicable state and federal laws, rules, regulations or directives, by the OAG, the State Auditor, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives. The County will direct that any subcontractor with whom it has established a contractual relationship to discharge the County's obligations to likewise permit OAG, the State Auditor, the U.S. Department of Health and Human Services, and The Comptroller General of the United States, to have rights of access to, inspection of, and reproduction of all books and records of the County's subcontractor(s) which pertain to this Agreement.

- 9.3. The County shall maintain and retain for a period of three (3) years after the termination of this Agreement, or until full and final resolution of all audit or litigation matters which arise before the expiration of the three (3) year period, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this Agreement, including but not limited to any daily activity reports and time distribution and attendance records, and other records which may show the basis of the allowable cost charges made.
- 9.4. In order to comply with the monitoring and auditing requirements governing this Agreement, the County is considered a subrecipient of federal pass-through funds under the Catalog of Federal Domestic Assistance (CFDA) Number 93.563, "Child Support Enforcement-Title IV-D." All accounting records should identify the source of the funds received by the County under this Agreement as Title IV-D funds passed through from the Attorney General.
- 9.5. Funds received pursuant to this Agreement will be audited in accordance with OMB Circular A-133 by the County's independent auditor. County will give OAG a copy of the entire single audit report and management letter within sixty (60) days of the completion of the audit.
  - 9.5.1. In addition to the standard single audit report, the fiscal officer duly appointed by County shall submit a Certification of Local Expenditures Report that certifies local ICSS expenditures made by the County for contract services for the period October 1 through September 31 of the fiscal year. of the fiscal year. This figure includes direct services in support of the program, allocated costs, and the costs of indirect services provided by County in support of the contracted program. This Certification is due no later than six months following the fiscal year end of the County for which the expenditures are certified. Attachment Three is included as an example form.

County shall submit two (2) copies of the annual single audit report and Certification of Local Expenditures Report to:

Office of the Attorney General – Child Support Division  
Government Contracts Section  
PO Box 12017  
Mail Code 062  
Austin, TX 78711-2017

- 9.6. If funds are disallowed as a result of an audit finding contained in an audit (by the County's independent auditor, the OAG, the State auditor, the US Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized

representatives) that the County has failed to follow federal requirements for the IV-D program, then the County agrees that the OAG may recoup their loss from funds payable under this Agreement to the extent of the loss incurred by the OAG. Such recoupment would occur at the end of the audit protocol contained in OMB Circular A-133.

## 10. TERMINATION OF AGREEMENT

- 10.1. Discretionary Termination. The parties to this Agreement shall have the right, in each party's sole discretion and at its sole option, to terminate this Agreement by notifying the other party hereto in writing of such termination at least ninety (90) calendar days prior to the effective date of such termination. Such notice of termination shall comply with the notice provisions of the Notices Section below and shall state the effective date of such termination. Additionally a copy of any such notice by the County shall be sent by registered or certified mail with return receipt requested, addressed to:

Office of the Texas Attorney General  
Joseph Fiore (or his successor), Mail Code 044  
Managing Attorney, Contracts Attorneys, Legal Counsel Division  
5500 E. Oltorf  
Austin, Texas 78741

- 10.2. Termination of Local Rule. The County agrees that the County local rule which deems that the part(y)(ies) to a Child support order (has) (have) made an application for Title IV-D Child Support services shall continue in effect until the termination of this Agreement (by whatever method such termination occurs).
- 10.3. Termination of Federal Waiver. The OAG agrees that termination of the Federal waiver which deems that the part(y)(ies) to a Child support order (has) (have) made an application for Title IV-D Child Support services shall not, by itself, constitute ground for termination of this agreement.
- 10.4. Post-Termination Responsibilities. Both OAG and the County agree that, upon any termination of this Agreement, a smooth transfer of pending cases and of all related child support funds is in the best interest of the public being served. OAG and County therefore agree to cooperate throughout the post-termination period and to implement a reasonable transition plan (Attachment Fourteen, a copy of which is attached hereto and included herein) designed to achieve an efficient transfer of cases, funds, and related information in a timely manner. County agrees that, if requested by OAG, County will continue to provide services under this Agreement for an additional thirty (30) calendar days beyond the termination effective date. In such event the original termination effective date shall be extended pursuant to this provision.
- 10.5. Non-exclusive Remedy. Exercise by either party of its right of early termination does not relieve either party of its obligations under this Agreement prior to its termination.

## 11. INTELLECTUAL PROPERTY OWNERSHIP

- 11.1. All work performed pursuant to the "OAG Responsibilities" section and its subsections above, which is funded by the OAG specifically including all software developed or prepared for use by the County under the terms of this Agreement, and during the term of this Agreement, is the exclusive property of the OAG. All right, title and interest in and to said property shall vest in the OAG upon creation. OAG grants to County a non-transferable and non-exclusive limited right to use the aforesaid property. County agrees that it will not otherwise copy or in any way duplicate the property, in whole or in part, except as expressly authorized to do so by prior written consent of the OAG. County shall not transfer or disclose the property to any other person or entity except for those employees of County who require such knowledge of the property in the ordinary course and scope of their employment by County. To the extent that title to any such works may not, by operation of law, vest in the OAG, all right, title and interest in such works are hereby irrevocably assigned to the OAG. The OAG shall have the right to obtain and to hold in its own name any and all patents, copyrights, registrations, or other such protection as may be appropriate to the subject matter, and any extensions and renewals thereof. The County agrees to give the OAG as well as any person designated by the OAG all assistance reasonably required to perfect the rights, title, and interest established by this "Intellectual Property Ownership" section, without any charge or expense beyond those amounts payable to the County pursuant to the "Reimbursement of Certain Allowable Costs" and the "Federal Incentive Payments" sections and their subsections above.

## 12. MAXIMUM LIABILITY OF THE OAG

Under this Agreement, OAG liability for reimbursable expenses is limited to the amount for allowable IV-D costs incurred by the County subject to the federal financial participation rate.

Notwithstanding any other provision of this Agreement, the maximum liability of the OAG for reimbursable expenses under the terms of this Agreement is Four Hundred Thousand Eight Hundred Ninety Dollars (\$400,890.00)

## 13. NOTICES

- 13.1. Written Notice; Delivery. Any notice required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified (except as provided in the "Discretionary Termination" section above). The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

- 13.2. County Address. The address for the County for all purposes under this Agreement and for all notices hereunder shall be:

The Honorable Sam Biscoe (or his successor in office)  
County Judge of Travis County  
PO Box 1748  
Austin, TX 78767

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

Cecelia Burke, Director (or her successor in office)  
Travis County Domestic Relations Office  
PO Box 1495  
Austin, TX 78767

- 13.3. OAG Address. The address for the OAG for all purposes under this Agreement and for all notices hereunder (except as provided in the "Discretionary Termination" section above) shall be:

Alicia Key (or her successor in office)  
Deputy Attorney General for Child Support  
Office of the Attorney General  
P.O. Box 12017  
Austin, TX 78711-2017

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

Joseph Fiore (or his successor in office)  
Managing Attorney, Contracts Attorneys, Legal Counsel Division  
Office of the Attorney General  
P.O. box 12017  
Austin, TX 78711-2017

- 13.4. Change of Notice Address. Each party may change the address for notice to it by giving notice of the address change as provided in this section. Notices of change of address shall be effective on the tenth (10<sup>th</sup>) calendar day following receipt of such notice.

#### 14. **CONTROLLED CORRESPONDENCE**

After execution of this Agreement, for a communication between the County and the OAG to be considered authoritative and binding it must be in writing and generated in accordance with procedures mutually agreed to by the County and the OAG. Within ten (10) workdays after execution the OAG and the County shall meet to develop such procedures; which procedures must designate which position is authorized to sign out an authoritative and binding written communication and must also include a tracking system for all Agreement related correspondence. Such procedures must be in place within 15 workdays after execution of the

Agreement. Any communication not generated in accordance with such procedures shall not be binding upon the parties and shall be of no effect. In the case of any inconsistency or conflict between such procedures and an Agreement provision, the Agreement provision shall control.

## 15. CONTRACT MANAGERS AND LIAISON PERSONNEL

The County and the OAG shall designate Contract Managers and liaison personnel for this Agreement. The designated liaisons shall serve as the initial point of contact for any inquiries made concerning property management. The Contract Managers shall be the initial point of contact for all other matters. The Contract Managers and liaisons shall be named in writing at the time of execution of this Agreement. Subsequent changes in Contract Managers or liaison personnel shall be communicated by the respective parties in writing per the notice procedures established by the Notices Section above.

## 16. GENERAL REQUIREMENTS

- 16.1. Procedures for Handling of Money. The County shall institute or continue to require, throughout the term of this Agreement, fiscal procedures which separate the cash handling and accounting functions. These procedures shall, at a minimum, comply with the requirements of 45 C.F.R. §302.20 and with other federal and state requirements for cash handling and accounting.
- 16.2. Use of IV-D Resources. All materials, property, personnel or services provided by the OAG shall be used by the County exclusively in the performance of this Agreement in the IV-D program.
- 16.3. Supervision of Staff. County staff and other County-provided personnel, including but not limited to private contractors retained by the County, are under the direction and supervision of the County. The purpose of contacts between OAG employees and the County IV-D staff is communication, technical assistance and overall contract monitoring, and not for the purpose of supervision of the work of County personnel.
- 16.4. Budgetary Limitations. County will cooperatively provide the agreed to services for the Qualifying CSE Caseload. Notwithstanding any other term or condition of this Agreement, these services are subject to annual appropriation of funding by Commissioners Court into Travis County Domestic Relations Office budget to effectively administer and enforce the agreed upon caseload. In the event such appropriation is not made, County's obligations (except for its obligation to implement, in conjunction with the OAG, the transition plan developed in accordance with the Post-Termination Responsibilities section above) under this Agreement shall end simultaneous with the termination of such appropriation. County shall notify OAG in writing of its decision to terminate funding within ten (10) days of the date that the decision to terminate funding is made. OAG (concomitantly with the cessation of County's obligations under this Agreement) shall have no further obligations under this Agreement except for its obligation to implement, in conjunction with the County, the transition plan developed in accordance with the Post-Termination Responsibilities section above.

All obligations of the OAG are subject to the availability of legislative appropriations and, to the availability of federal funds applicable to this Agreement. The parties acknowledge that the ability of the OAG to make payments under this contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this contract and the OAG's continual ability to make payments under this contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy and/or federal funds are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this contract, either in whole or in part. In the event of such termination, the OAG's obligations (except for its obligation to implement, in conjunction with the County, the transition plan developed in accordance with the Post-Termination Responsibilities section above) under this Agreement shall end simultaneous with the termination of either appropriated funds or federal funds and OAG shall notify County within ten (10) days of such fact in writing. County (concomitantly with the cessation of OAG's obligations under this Agreement) shall have no further obligations under this Agreement except for its obligation to implement, in conjunction with the OAG, the transition plan developed in accordance with the Post-Termination Responsibilities section above.

**16.5. Property Management, Accountability and Maintenance.**

- 16.5.1. All equipment provided by the OAG under this Agreement (including but not limited to personal computers, hardware, peripheral devices, and software) shall remain the property of the OAG and all titles and rights remain with the OAG. Prior to installation of OAG equipment, County shall verify the asset information listed on the OAG Interdepartmental Equipment Transfer (IDET) form (Attachment Four; incorporated herein and made a part hereof), provide the OAG with the physical address and actual location of each piece of OAG provided equipment, and acknowledge County's receipt, as well as, fiduciary and pecuniary responsibility with its signature. Forms shall be returned, with original signature, to OAG Property Liaison. OAG shall provide through the OAG Property Liaison on a monthly basis a listing of all OAG inventoried equipment provided to County. County shall verify these monthly inventory reports and return them to the OAG Property Liaison. County shall designate a custodian for the equipment and respond to all OAG inventory and custodian verification requests within five (5) working days of receipt of the request. In the event that the physical address or actual location of any piece of equipment changes, County agrees to provide the new physical address or new actual location to the OAG within five (5) working days.
- 16.5.2. County shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. In the case of equipment with an OAG inventory tag, County shall have each person provided with such equipment complete an Acknowledgment of Custodianship of Office of the Attorney General Equipment form (Attachment Five; incorporated herein and made a part hereof). Forms shall be returned to OAG Property Liaison. County shall report any loss, damage or theft of the equipment

to OAG within one (1) workday of discovery of same. County shall be liable for any loss, damage or theft of the equipment due to the negligent or intentional wrongful acts of or the failure to exercise reasonable care for the equipment's safekeeping on the part of County, its agents or its contractors. In the event of missing property, the County Property Liaison shall make every attempt to locate the item. If the missing item is not found within one (1) work day a Lost or Stolen Property Report (Attachment Six; incorporated herein and made a part hereof) shall be submitted to the OAG Property Liaison. If there is a suspicion of theft, County shall notify the local police department immediately and a copy of the police incident report shall also be submitted to the OAG Property Liaison.

- 16.5.3. Equipment provided to County by OAG under this Agreement may only be used for IV-D functions.
- 16.5.4. County shall comply with all license agreements associated with OAG-provided software and shall not install any software upgrades or programs on any hardware provided by OAG.
- 16.5.5. OAG shall have all reasonable rights of access to the equipment provided by OAG during County's normal business hours.
- 16.5.6. County shall assist OAG in complying with the federal uniform standards governing management and disposition of property furnished by or whose cost was charged directly to a project supported by funding administered by the U.S. Department of Health and Human Services as well as all applicable state requirements governing the procurement, management, and disposition of property. Such requirements include marking such property, maintenance of detailed inventory records, and completion of a physical inventory. Property subject to this requirement includes any and all fixed assets or other property procured with the aid of federal funds. All disposition of OAG provided equipment will be performed by OAG.
- 16.5.7. County shall maintain and administer in accordance with good business practices a program for the protection and preservation of property provided to County in the performance of this Agreement. Repairs and maintenance of the OAG provided equipment shall be the responsibility of OAG.
- 16.6. Modification. This Agreement may be modified by mutual agreement of the parties at anytime, provided that said modification shall be made in a written addendum to this Agreement signed by both parties.
- 16.7. Confidentiality and Security Provisions.
  - 16.7.1. General.
    - 16.7.1.1. Both OAG and County recognize and assume the duty to protect and safeguard confidential information. Confidential information specifically includes personally identifiable information such as Social Security Number, full name,

date of birth, home address, account number, and case status. Each entity acknowledges that the loss of confidentiality, integrity and availability of information assets is a risk which can be minimized by effective security safeguards and enforced compliance with information security policies, standards and procedures.

- 16.7.1.2. OAG recognizes that County has existing statutory responsibilities to maintain confidentiality of records related to state district courts (juvenile, family, probate, civil and criminal), county courts and national and state criminal records (FBI, NCIC, TCIC). OAG also recognizes that County has existing processes and procedures that ensure the security and confidentiality of this information and data and is subject to security audits or assessments by these authorities.
- 16.7.1.3. This agreement requires County to retrieve data from the courts and other sources and create data within TXCSES.
- 16.7.1.4. County acknowledges and agrees to protect OAG Data as confidential. All references to "OAG Data" shall mean all data and information (i) originated by OAG and/or submitted to County by or on behalf of OAG, or (ii) which County accesses from OAG systems in connection with provision of the Agreement Services. OAG Data does not include data and information originated by County in the performance of its duties. Upon request by OAG, County shall execute and deliver any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. However, data that is publicly known and generally available to the public is not subject to these Confidentiality and Security Provisions.
- 16.7.1.5. If any term or provision of this Confidentiality and Security Provision, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this Confidentiality and Security Provision, shall remain in full force and effect and such illegal or unenforceable term or provision shall be deemed to be deleted.
- 16.7.1.6. County shall develop and implement access protection lists. The access protection lists shall document the name and other identifying data for any individual, authorized pursuant to County's request, to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization. County shall remove individuals from or change the access rights of individuals on the access protection list immediately upon such individual no longer requiring access. At least monthly, OAG shall send County a list of TXCSES users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized. County shall notify OAG of the authorized personnel that should have access rights to OAG Data and information in the

method prescribed by OAG. County will immediately notify OAG when an individual's access to OAG systems is no longer relevant. OAG, in its sole discretion, may deny or revoke an individual's access to OAG Data and information and any of its systems.

- 16.7.1.7. County shall perform background reviews, to include a criminal history record review, on all County employees who will have access to OAG Data and information, and any OAG system. County shall certify to OAG that such reviews have been conducted and that in County's opinion the aforesaid employees are deemed trustworthy. County may request OAG to perform such reviews. In such instances, County shall provide OAG with any required information, consent and authorization to perform the reviews and OAG shall perform the reviews at its own expense.
- 16.7.1.8. All references to "Agreement Services" shall include activities within the scope of this Agreement.
- 16.7.1.9. County shall comply with all applicable statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulatory provisions include but are not limited to 42 U.S.C. §§ 653 and 654; 45 CFR §§ 307.10, 307.11 and 307.13; 26 U.S.C. 6103 (IRC 6103); IRS Publication 1075 (Rev. 2-2007) and § 231.108 of the Texas Family Code, each as currently written or as may be amended, revised or enacted. County shall also comply with OAG policy, processes and procedures concerning the safeguarding and confidentiality of information, and computer security (including any requirements set forth in Attachment Seven, entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information"). The requirements of these Confidentiality and Security Provisions shall be included in, and apply to, subcontracts and agreements County has with anyone performing Agreement Services on County's behalf.
- 16.7.1.10. This Agreement is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.
- 16.7.2. OAG Data Usage and Storage.
  - 16.7.2.1. County agrees to maintain physical security for OAG data by maintaining an environment designed to prevent loss or unauthorized removal of data. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, use restrictions, and instructions requiring their awareness and compliance. County shall ensure that all County personnel having access to OAG Data receive annual reorientation sessions when offered by the OAG and all County personnel that perform or are assigned to perform Agreement Services shall re-execute, and/or renew their acceptance of, all applicable security documents and to ensure that they remain

alert to all security requirements. County personnel shall only be granted access to OAG Systems after they have received all required security training, read the OAG Data Security Policy Manual (Attachment Eight), signed the acknowledgment (and County has given the signed acknowledgment to the OAG Contract Manager) and read and accepted the OAG Automated Computer System Access Statement of Responsibility (Attachment Nine), and read and signed the IRS Information Notification Form (Attachment Ten).

- 16.7.2.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. Any exception to this prohibition must have OAG prior approval. Such approval may only be granted by Controlled Correspondence or Contract amendment. This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in IRS Publication 1075 (Rev.2-2007) and Attachment Seven entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".
- 16.7.2.3. County stipulates, covenants, and agrees that it will not access, use or disclose OAG Data beyond its limited authorization, or for any purpose not necessary for the performance of its duties under this Agreement. Without OAG's approval (in its sole discretion), County will not: (i) use OAG Data other than in connection with providing the Agreement Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Agreement Services. However, nothing in this agreement is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses. In the event that County fails to comply with this subsection, OAG may exercise any remedy, including immediate termination of this Agreement.
- 16.7.2.4. County agrees that it shall comply with all state and federal standards regarding the protection and confidentiality of OAG Data as currently effective, subsequently enacted or as may be amended. OAG Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges. Whenever possible, computer operations must be in a secure area with restricted access. In situations such as remote terminals, or office work sites where all of the requirements of a

secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection.

**16.7.3. OAG Data Retention and Destruction, and Public Information Requests.**

- 16.7.3.1. Within ninety (90) calendar days of this Agreement's execution, County and OAG shall develop a detailed schedule for the retention and possible destruction of OAG Data. The schedule will be based upon the Agreement Services being performed and the County's limited authorization to access, use, and disclose OAG Data.
- 16.7.3.2. Any destruction or purging of OAG Data shall be destroyed and/or purged in accordance with state and federal statutes, rules and regulations. Within ten (10) business days of destruction or purging, County will provide the OAG with a signed statement(s) containing the date of destruction or purging, description of OAG Data destroyed or purged, and the method(s) used.
- 16.7.3.3. In the event of Agreement expiration or termination for any reason, County shall ensure the security of any OAG Data remaining in any storage component to prevent unauthorized disclosures. Within twenty (20) business days of Agreement expiration or termination, County shall provide OAG with a signed statement detailing the nature of the OAG Data retained, type of storage media, physical location(s), and any planned destruction date.
- 16.7.3.4. County expressly does not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. County is not authorized to respond to public information requests which would require disclosure of otherwise confidential information on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County's services under this Agreement. County shall forward any information requests to:

Public Information Coordinator  
Office of the Attorney General  
Fax (512) 494-8017

16.7.4. Security Incidents.

16.7.4.1. Response to Security Incidents.

16.7.4.1.1. County shall respond to detected security incidents. The term “security incident” means an occurrence or event where the confidentiality of OAG Data may have been compromised. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information security incidents. The incident response plan should cover such topics as:

1. Initial responders
2. Containment
3. Management Notification
4. Documentation of Response Actions
5. Expeditious confirmation of system integrity
6. Collection of audit trails and similar evidence
7. Cause analysis
8. Damage analysis and mitigation
9. Internal Reporting Responsibility
10. External Reporting Responsibility
11. OAG Contract Manager’s and OAG CISO’s name, phone number and email address

Attachment Eleven is County’s current internal incident response plan. Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence

16.7.4.2. Notice.

16.7.4.2.1. Within one (1) hour of concluding that there has been, any OAG Data security incident County shall initiate damage mitigation and notify the OAG Chief Information Security Officer (“OAG CISO”) and the OAG Contract Manager, by telephone and by email, of the security incident and the initial damage mitigation steps taken. Current contact information shall be contained in the Incident Response Plan.

16.7.4.2.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary damage analysis of the security incident; commence an investigation into the incident; and provide a written report to the OAG CISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the security incident and the results of the preliminary damage analysis. This initial report shall include, at a minimum: time and nature of the incident (e.g., OAG data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

16.7.4.2.3. Each day thereafter until the investigation is complete, County shall: (i) provide the OAG CISO, or the OAG CISO's designee, with a daily oral or email report regarding the investigation status and current damage analysis; and (ii) confer with the OAG CISO, or the OAG CISO's designee, regarding the proper course of the investigation and damage mitigation.

16.7.4.2.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

16.7.4.3. Final Report.

16.7.4.3.1. Within five (5) business days of completing the damage analysis and investigation, County shall submit a written Final Report to the OAG CISO with a copy to the OAG Contract Manager, which shall include:

16.7.4.3.1.1. A detailed explanation of the cause(s) of the security incident;

16.7.4.3.1.2. A detailed description of the nature of the security incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

16.7.4.3.1.3. A specific cure for the security incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states the date County implemented the cure, a description of how the cure protects against the possibility of a recurrence, and that County's security program is operating with the effectiveness required to assure that the security, confidentiality and integrity of OAG Data are protected.

16.7.4.3.2. If the cure has not been put in place by the time the report is submitted, County shall within five (5) business days after submission of the final report, provide a certification to OAG that states the date County implemented the cure, a description of how the cure protects against the possibility of a recurrence, and that County's security program is operating with the effectiveness required to assure that the security, confidentiality and integrity of OAG Data are protected.

16.7.4.3.3. If County fails to provide a Final Report or Certification within fifteen (15) calendar days of the security incident, County agrees that OAG may exercise any right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law. The exercise of any of the foregoing remedies will not constitute a termination of this Agreement unless OAG notifies County in writing prior to the exercise of such remedy.

16.7.4.4. Independent Right to Investigate.

16.7.4.4.1. OAG reserves the right to conduct an independent investigation of any security incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

16.7.4.5. Security Audit.

16.7.4.5.1. Right to Audit, Investigate and Inspect the Facilities, Operations, and Systems Used in the Performance of Agreement Services.

16.7.4.5.1.1. County shall permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

16.7.4.5.1.2. monitor and observe the operations of, and to perform security investigations, audits and reviews of the operations and records of, the County;

16.7.4.5.1.3. inspect its information system in order to access security at the operating system, network, and application levels; provided, however, that such access shall not interfere with the daily operations of managing and running the system;

16.7.4.5.1.4. enter into the offices and places of business of County and County's subcontractors for a security inspection of the facilities and operations used in the performance of Agreement Services. Specific remedial measures may be required in cases where County or County's subcontractors are found to be noncompliant with physical and/or OAG data security protection.

16.7.4.5.1.5. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances the OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

16.7.4.5.1.6. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide on County's premises, (or if the audit is being performed of a County's subcontractor, the County's subcontractor's premises, if

necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

16.7.5. Remedial Action.

16.7.5.1. Remedies Not Exclusive and Injunctive Relief.

16.7.5.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Agreement, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a security incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

16.7.5.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

16.7.5.2. Notice to Third Parties.

16.7.5.2.1. Subject to OAG review and approval, County shall provide notice to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the security incident, with such notice to include: (i) a brief description of what happened; (ii) to the extent possible, a description of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.); (iii) a brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches; (iv) contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and, (v) instructions for accessing the Consumer Protection Identity Theft section of the OAG website. County and OAG shall mutually agree on the methodology for providing the notice.

16.7.5.2.2. County shall be responsible for responding to and following up on inquiries and requests for further assistance from persons notified under the preceding section.

16.7.5.2.3. If County does not provide the required notice, OAG may elect to provide notice of the security incident. County and OAG shall mutually agree on the methodology for providing the notice. Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

16.7.6. Commencement of Legal Action.

16.7.6.1. County shall not commence any legal proceeding on OAG's behalf outside the scope of the Agreement Services without OAG's express written consent. OAG shall not commence any legal proceedings on County's behalf without County's express written consent.

16.7.7. Survival of Provisions.

16.7.7.1. Perpetual Survival and Severability.

16.7.7.1.1. OAG rights and privileges applicable to OAG Data, including the confidentiality and security thereof, shall survive expiration or any termination of this Agreement, and shall be perpetual.

16.8. Political Activities. As required by 5 U.S.C. § 1501 *et seq.*, none of the resources contributed by the OAG or the County pursuant to this Agreement shall be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.

16.9. Acknowledgment of Funding. The County agrees to place in any literature describing the services covered under this Agreement (as well as in all reports of investigations, studies, and other materials) notices acknowledging the funding provided by the OAG and the federal Office of Child Support Enforcement to the County. Such notices also shall be placed in the County's annual reports. All such literature, reports, and other materials shall be the joint property of the parties to this Agreement.

16.10. Assignment. Neither this Agreement nor any rights, services, duties or responsibilities hereunder shall be assigned or delegated by either party in whole or in part without the prior written consent of the other party.

16.11. Subcontracting. The County shall not subcontract any portion of the IV-D services to be performed under this Agreement without the prior written approval of the OAG. All subcontracts, if any, entered into by the County shall be written and competitively advertised. Any subcontract entered into by the County shall be subject to the requirements of this Agreement. The County agrees to be responsible to the OAG for the performance of any subcontractor and remains bound to perform the duties described in any subcontract regardless of whether the subcontractor breaches in its performance. The County understands and acknowledges that the OAG is in no manner liable to any subcontractor of the County.

16.12. Compliance with Other Requirements. The County shall comply with all federal and state laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure, with respect to its performances hereunder, that the OAG is fully and completely meeting obligations imposed by all laws, rules, regulations, requirements, and guidelines upon the OAG in carrying out the ICSS program pursuant to Chapter 231 of the Texas Family Code and Title IV, Part D, of the

Social Security Act of 1935, as amended; (2) providing services to OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. Notwithstanding anything to the contrary in this Agreement, OAG reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary for OAG's or County's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

16.13. Computer Generated Data Disclaimer.

**THE OAG MAKES NO REPRESENTATION AND NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY OF COMPUTER GENERATED DATA, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, IF ANY, OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

**COUNTY MAKES NO REPRESENTATION AND NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY OF COMPUTER GENERATED DATA, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, IF ANY, OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

**NEITHER PARTY SHALL BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. BOTH PARTIES AGREE THAT THE SOLE AND EXCLUSIVE REMEDIES FOR ANY COMPUTER INFORMATION PROBLEM SHALL BE EITHER (1) THE CORRECTION OF THE SOURCE OF THE COMPUTER RELATED PROBLEM, BY THE PARTY WITH CONTROL OF THE SOURCE OR THE ERROR, OR (2) TERMINATION OF THIS AGREEMENT.**

16.14. Independent Contractor. It is expressly understood and agreed by the parties hereto that the County is an independent contractor. It is further expressly understood and agreed that any County personnel employed or retained to carry out the terms of this Agreement are deemed to be the employees and/or agents of the County for the purposes of retirement benefits, health insurance, all types of leave, and for any and all other purposes.

16.15. Civil Rights. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the 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 available under this Agreement. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal

Employment Opportunity", and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". County shall ensure that all subcontracts comply with the above referenced provisions.

- 16.16. Environmental Protection. County shall be in compliance with all applicable standards, orders, or requirements issued pursuant to the mandates of the Clean Air Act (42 U.S.C. Section 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 *et seq.*).
- 16.17. Certain Disclosures Concerning Lobbying. County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. County must sign and return the Certification Regarding Lobbying included in this Agreement as Attachment Twelve. This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL.
- 16.18. Dispute Resolution Process for County Breach of Contract Claim
  - 16.18.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and County to attempt to resolve any claim for breach of contract made by County.
  - 16.18.2. A County claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Director, Child Support Division, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and County otherwise entitled to notice under this Agreement. Compliance by County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
  - 16.18.3. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediately preceding section.

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- 16.18.4. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Agreement by the OAG nor any other conduct of any representative of the OAG relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 16.18.5. The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 16.18.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by County, in whole or in part.
- 16.19. News Releases or Pronouncements. News releases and/or advertisements, publications, declarations and any other pronouncements, not required by law, pertaining to this transaction by the County, using any means or media, must be approved in writing by the OAG prior to public dissemination.
- 16.20. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00. County certifies by entering into this Agreement, 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 certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.
- 16.21. Reporting Fraud, Waste or Abuse. The Contractor must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:
- the Contract Manager;
  - the Deputy Director for Contract Operations, Child Support Division;
  - the Director, Child Support Division;
  - the Deputy Director, Child Support Division;
  - the OAG Ethics Advisor;
  - the Director of the OAG Office of Special Investigations;
  - the OAG's Agency Integrity Program ("AIP") Hotline (866-552-7937) or the AIP E-mailbox (AIP@oag.state.tx.us);
  - the State Auditor's Office hotline for fraud (1-800-892-8348); or the Texas State Auditor's Special Investigation Unit, (512) 936-9500.
- The report of suspected misconduct shall include (if known):
- the specific suspected misconduct;
  - the names of the individual(s)/entity(ies) involved;
  - the date(s)/location(s) of the alleged activity(ies);
  - the names and all available contact information (phone numbers, addresses) of possible

witnesses or other individuals who may have relevant information; and any documents which tend to support the allegations.

- 16.22. The words fraud, waste or abuse as used in this Section have the following meanings:

Fraud is the use of one's occupation for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.

Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.

Abuse, being distinct from fraud, encompasses illegal acts or violations of policy or provisions of contracts or grant agreements. When abuse occurs, no law, regulation or provision of a contract or grant agreement is necessarily violated. Rather, the conduct of an individual falls short of behavior that is expected to be reasonable and necessary business practice by a prudent person. An example of abuse would be misuse of the power or authority of an individual's position.

- 16.23. Non-Waiver of Rights. Failure of a party to require performance by another party under this Agreement will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Agreement be invalid or unenforceable, the remainder of the provisions will remain in effect.

- 16.24. Offshoring. All work to be performed under this Agreement shall be performed within the United States and its territories.

- 16.25. Section 2261.053, Government Code, prohibits the OAG from awarding a contract to any entity which, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004 of the Government Code, occurring after September 24, 2005. Under §2261.053, Government Code, the County certifies that it is not ineligible to receive this Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate

- 16.26. Applicable Law and Venue. County agrees that this Agreement in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Agreement is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Agreement shall be brought in a court of competent jurisdiction in Travis County. County further agrees that all payments shall be due and payable in Travis County, Texas.

- 16.27. Headings. The headings for each section of this Agreement are stated for convenience only and are not to be construed as limiting.
- 16.28. Survival of Terms. Termination of this Agreement for any reason shall not release County from any liability or obligation set forth in this Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.
- 16.29. Entire Agreement. This instrument constitutes the entire Agreement between the parties hereto, and all oral or written agreements between the parties hereto relating 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 herein.
- 16.30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 16.31. Attachments.
  - 16.31.1. Attachment One is attached to this Agreement for the sole purpose of illustrating the allocation calculations which the OAG will perform in allocating any bonus allocations for incentive revenues earned by counties participating in cooperative agreements to enhance the delivery of IV-D services to Texas citizens.
  - 16.31.2. Attachment Two, "Sampling Methodology for Quality and Efficiency Standards"
  - 16.31.3. Attachment Three, "Certification of Local Expenditures Report"
  - 16.31.4. Attachment Four, "Inter-departmental Equipment Transfer" shall be verified or prepared and signed by County to acknowledge the movement of equipment and software between the County and the OAG.
  - 16.31.5. Attachment Five, "Acknowledgment of Custodianship of Office of the Attorney General Equipment" form shall be completed by each person provided with equipment with an OAG inventory tag.
  - 16.31.6. Attachment Six, "Lost or Stolen Property Report" shall be completed by County upon determination of OAG equipment being lost or stolen and forwarded to the OAG liaison.
  - 16.31.7. Attachment Seven is the "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".
  - 16.31.8. Attachment Eight is the OAG Information Security Policy Manual which all County personnel obtaining access to the OAG system must read.
  - 16.31.9. Attachment Nine represents the OAG Statement of Responsibility which all

County personnel requesting access to the OAG system must complete and sign.

- 16.31.10. Attachment Ten, "IRS Information: Notification Form", shall be read and signed by all County Personnel requesting access to the OAG system.
- 16.31.11. Attachment Eleven is the County's "Internal Incident Response Plan" which shall be used to facilitate a quick, effective and orderly response to information security incidents.
- 16.31.12. Attachment Twelve, "Certification Regarding Lobbying", shall be signed by the County and returned with executed Agreement.
- 16.31.13. Attachment Thirteen, "IRS Notice", shall be posted by the County in all County work areas affected by this Agreement.
- 16.31.14. Attachment Fourteen, "Termination Transition Plan"

THIS AGREEMENT IS HEREBY ACCEPTED.

FOR THE COUNTY:

FOR THE OFFICE OF THE ATTORNEY GENERAL:

\_\_\_\_\_  
 The Honorable Sam Biscoe  
 County Judge, Travis County

\_\_\_\_\_  
 Alicia G. Key  
 Deputy Attorney General for Child Support

Date \_\_\_\_\_

Date \_\_\_\_\_

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### SAMPLE Estimate County Share of Incentives

Federal Fiscal Year	Measurement	[A] Estimated County Collections	[B] Texas Collections Base	[C] = [A] + [B] Cnty to Coll Base Ratio	[D] Texas Performance Incentives	[E] = [D] X [C] County Revenue Allocation	[F] Field Office Percentage	[G] = [E] X [F] Projected Incentives
	CCS	\$75,000,000	4,000,000,000	1.875%	\$8,500,000	\$159,375.00	33.20%	\$52,912.50
	COA	\$75,000,000	4,000,000,000	1.875%	\$7,000,000	\$131,250.00	33.20%	\$43,575.00
	Cost Effect	\$75,000,000	4,000,000,000	1.875%	\$9,000,000	\$168,750.00	33.20%	\$56,025.00
		<i>estimated</i>	<i>estimated</i>		<i>estimated</i>			

FY08	Minimum Score	Score	Applicable Percentage
CCS	63%	80.0%	100%
COA	65%	80.0%	100%
Cost Effect	\$7.50	\$53.72	100%

For Illustration Purposes Only

#### County Share of Federal Incentives\*:

<b>Collections on Current Support</b>	<b>\$52,912.50</b>
<b>Collections on Arrears</b>	<b>\$43,575.00</b>
<b>Cost Effectiveness</b>	<b>\$56,025.00</b>
<b>Total County Share of Incentives:</b>	<b>\$152,512.50</b>

\* County Cost Effectiveness must be equal to or greater than State cost effectiveness, based on ICSS Annual Reports and OSCE Reports

\* Projected Incentive X Applicable Percentage

## Sampling Methodology for Quality and Efficiency Standards

For the purposes of statistical sampling to determine Exceptional Performance, the OAG plans to evaluate the County's achievement of both the Minimum and Exceptional Quality and Efficiency (Q&E) Standards using statistical sampling and sample results evaluation as follows:

- Cases and/or case activities where any Q&E Measurement is relevant for a specific month represent a statistical population, and each sampled case or case activity is a sample item.
- The OAG will select a sample and review sample items to assess achievement of the Minimum Standard and Exceptional Standard in a manner that can be statistically generalized. The sample size and evaluation of sample results shall be based on a 95% confidence level. The OAG may expand or contract sample sizes based upon historical and actual error rates for high volume performances of various Q&E requirements.
- Sample items will primarily be evaluated in terms of case processing attributes which result in *Yes* or *No* evaluations of each Q&E Minimum Standard and Exceptional Standard. *Yes* results represent Exceptional performance and *No* results indicates Non- exceptional performance.
- A count of sample items that are evaluated as Non-exceptional will be divided by the total sample size to calculate a *Sampled Non- exceptional Performance Rate*. This rate, subtracted from 100%, is the *Sampled Exceptional Performance Rate*.
- If the evaluation of sampled items for a Q&E measure clearly demonstrates achievement of the Exceptional Standard, then the OAG will pay the incentive amount set forth in the Quality and Efficiency Standards section of the contract.
- "Clearly demonstrates" means that the *Sampled Non- exceptional Performance Rate* has a margin of error where the upper limit is less than one-hundred percent (100%) minus the Exceptional Standard. For example:
  - 100% minus the 96% Exceptional Standard for ENFORCEMENT is a 4% *Contractual Non- exceptional Performance Rate*
  - For a given hypothetical month and county, assume there were five-hundred and sixty two cases (562) where enforcement action should have been taken or where service should have been completed during the month reviewed.
  - Further, the County has historically had about a 1% *Non- exceptional Performance Rate*.
  - Therefore, the OAG would sample eighty-one (81) sample items.
  - Assume that one (1) sample item had a *No* result of Non- exceptional performance to yield a 1.23% *Sampled Non- exceptional Performance Rate*
  - Based on a 95% confidence level, the true *Non- exceptional Performance Rate* for all ENFORCEMENT cases could range between virtually 0% and 3.64%. Because 3.64% is less than the *Contractual Non- exceptional Performance Rate*, the *Sampled Non- exceptional Performance Rate* supports OAG payment of the Quality and Efficiency Incentive.
- If the *Sampled Non- Exceptional Performance Rate* does not support OAG payment of the Quality and Efficiency incentive, then the OAG will expand its sample size up to the full population of relevant cases, until its review either supports payment or clearly demonstrates Non- Exceptional Performance.

**ICSS SFY 200\_\_**  
**Certification of Local Expenditures**

County of \_\_\_\_\_, Fiscal Year 200\_\_

From \_\_\_\_\_ To \_\_\_\_\_

**Actual Local Expenditures for FY 200\_\_**

Description	Total	Percent Allocation	Allocated Total
Salaries and Fringe Benefits	\$		
Travel	\$		
Operating Expenses	\$		
Indirect Cost	\$		
Other (Please Describe)	\$		
<b>Fiscal Year Total</b>	<b>\$</b>		

**Verification**

I DO SOLEMNLY SWEAR THAT the foregoing Financial Statement filed herewith is in all things true and correct, and fully shows all information required to be reported pursuant to Contract # \_\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

SWORN AND SUBSCRIBED BEFORE ME BY \_\_\_\_\_ this

\_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, to certify which, witness my hand and seal.

Notary Public in and for  
 \_\_\_\_\_ County, Texas



**ACKNOWLEDGMENT OF CUSTODIANSHIP  
ATTORNEY GENERAL OF TEXAS**

I, \_\_\_\_\_, personally acknowledge that I have custody of a  
Computer (Inventory number \_\_\_\_\_, serial # \_\_\_\_\_),  
printer (Inventory number \_\_\_\_\_, serial # \_\_\_\_\_),  
fax machine (Inventory number \_\_\_\_\_, serial # \_\_\_\_\_),  
and/or other equipment (modem, tape drive, router, etc.)  
(Inventory number \_\_\_\_\_ serial # \_\_\_\_\_), on this  
\_\_\_\_ day \_\_\_\_\_ 19 \_\_\_\_.

I acknowledge that the above-described equipment has been installed at \_\_\_\_\_  
\_\_\_\_\_.

I agree to accept responsibility for the security and protection of the above-described  
equipment. If any of the equipment is lost, damaged, or stolen or if any of the equipment must be  
moved from the location of installation, I will contact Property Management of the Office of  
the Attorney General. I agree to restrict the use of the above-described equipment to the  
processing of Title IV-D child support cases. I recognize that the Office of the Attorney  
General shall retain legal title to the above-described equipment. I agree to follow the  
requirements set out in 45 CFR Part 74, for the Property Management policies  
and procedures, as well as any other applicable state or federal laws or regulations.

\_\_\_\_\_  
Custodian Name (Print or Type)

\_\_\_\_\_  
Custodian Signature

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Attorney General of Texas

LOST OR STOLEN PROPERTY REPORT
(TO BE COMPLETED WITHIN 24 HOURS OF DISCOVERY)

OAG SECURITY FILE NO. FOR SECURITY USE ONLY

Date of Report: \_\_\_\_\_

Division Name: \_\_\_\_\_ Room #: \_\_\_\_\_

Street Name: \_\_\_\_\_ City/State: \_\_\_\_\_

Location of Property: \_\_\_\_\_ Date and Time Missed: \_\_\_\_\_

Property last used or observed:

Person Property assigned to: \_

Description of lost/stolen property: \_\_

Name of Police Agency notified: \_\_\_\_\_ Offense Report #: \_\_\_\_\_

Table with 5 columns: Description of Property, Personal or State, OAG Inventory #, Serial Number, Cost at Time of Purchase. Rows 1-6.

REPORT IN DETAIL: \_\_\_\_\_

Reported By: \_\_\_\_\_ Title/Dept.: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

MAKE IN TRIPPLICATE AND SEND ORIGINAL TO PROPERTY MANAGEMENT IN THE SUPPORT SERVICES DIVISION, ONE COPY TO THE INTERNAL SECURITY AND INVESTIGATIONS DIVISION, THEN KEEP ONE COPY FOR YOUR FILES.

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United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information  
Including Federal Tax Returns and Return Information

<b>#.1.</b>	<b>PERFORMANCE .....</b>	<b>46</b>
<b>#.2.</b>	<b>CRIMINAL/CIVIL SANCTIONS .....</b>	<b>47</b>
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United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information  
Including Federal Tax Returns and Return Information

**#.1. PERFORMANCE**

- #.1.1.** In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- #.1.2.** All work will be done under the supervision of the contractor or the contractor's employees.
- #.1.3.** Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- #.1.4.** All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- #.1.5.** The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- #.1.6.** Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- #.1.7.** All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in NIST SP 800-53. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- #.1.8.** No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- #.1.9.** The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

**United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information  
Including Federal Tax Returns and Return Information**

**#.1.10.** The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

**#.2.CRIMINAL/CIVIL SANCTIONS**

**#.2.1.** Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

**#.2.2.** Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

**#.2.3.** Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information  
Including Federal Tax Returns and Return Information

**#.3.INSPECTION**

**#.3.1.** The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.



**ATTORNEY GENERAL OF TEXAS**  
**GREG ABBOTT**

Office of the Attorney General

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**Information Technology Security  
Policy Manual**

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Version 3.0  
February 12, 2009

Presented by:  
Dr. Walt H. Foulz  
Chief Information Security Officer

Office of the Attorney General

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**1. Information Security Policy**

**1.1. Attorney General Policy Statement**

The Office of the Attorney General (OAG) is committed to data integrity. Every reasonable effort must be made to protect information that is entrusted to this agency. An effective data security protocol, supported by an appropriately rigorous security structure, is critical to the success of an information security program. The OAG’s Chief Information Security Officer is responsible for managing and developing the information security program, which includes identifying and resolving all at-risk information system assets, as well as supporting the operational needs of the agency.

An effective information security program encompasses many activities requiring commitment and cooperation among both employees and management of the OAG. All information resources users must be involved in the success of this strategic effort.

**1.2. Scope of Policy**

This policy applies to all OAG “information resources” that are used by or for the OAG throughout its life cycle. “Information resources are the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors.”

This policy also applies to all users of OAG information resources, and electronic data regardless of location.

To the extent there is any conflict between this policy and the Sensitive Personal Information Privacy Policy.

**1.3. OAG Information Security Policy Purpose & Intent**

The purpose and intent of this policy document is to familiarize users of OAG information resources with the need to protect these resources in a prescribed manner and in accordance with appropriate standards.

**1.4. Definitions**

**Access:**

The physical or logical capability to interact with, or otherwise make use of information resources

**Business Continuity Planning:**

The process of identifying mission critical data systems and business functions, analyzing the risks and probabilities of service disruptions and developing procedures to restore those systems and functions.

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### **Control:**

Any action, device, policy, procedure, technique, or other measure that improves security.

### **Encryption:**

The conversion of plain text (human readable) information into a mathematical cipher or algorithm to create an electronic message that conceals the true meaning.

### **Information Resources:**

The term is defined in Section 1.2 of this policy.

### **Information Resource Data:**

Any data electronically produced, modified, transmitted, or stored while in electronic form.

### **Information Resources Asset:**

A subset of the term information resources that refers to computing hardware such as a laptop computer, desktop PC, network server, or computer software.

## **2. Management Security Controls**

### **2.1. State Agency Head - Attorney General**

The Attorney General, as the state agency head, is responsible for establishing and maintaining an information security and risk management program.<sup>ii</sup> It is the responsibility of the Attorney General to ensure that the agency's information resources are protected from the effects of damage, destruction, and unauthorized or accidental modification, access or disclosure.

### **2.2. Management Responsibility**

The protection of information resources is a management responsibility. Managing information security within the OAG requires commitment and support on the part of executive, technical and program management. All managers must be involved in the security and awareness program, and be familiar with and enforce OAG policies and procedures among their staff and employees.

### **2.3. Information Resources Manager (IRM)**

The IRM is the agency executive who must approve the information technology assets and services necessary to conduct the information security program, as well as use executive authority where necessary to enable the success of the information security program.

### **2.4. Chief Information Security Officer (CISO)**

The CISO reports to the IRM. It is the CISO's duty and responsibility to:

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- Manage, develop and coordinate the development of the OAG information security program and all other information security policies, standards and procedures.
- Collaborate with IT divisions, information resources owners and executive management in the development of procedures to ensure compliance with external information security requirements.
- Develop training materials on information security for employees and all other authorized users, and collaborate with agency training staff to establish a standardized agency-wide information security training program.
- Develop and implement incident reporting and incident response processes and procedures to address any security incident/breach, violation of policy or complaint.
- Serve as the official agency point of contact for all information security inquiries and audits.
- Develop and implement an ongoing risk assessment program, including recommending methods for, and overseeing of, vulnerability detection and testing.
- Monitor security legislation, regulations, advisories, alerts and vulnerabilities, and communicate accordingly with IT divisions, data owners and executive management.
- Review agency information systems and provide written reports that identify potential security risks and recommended solutions as appropriate.
- Provide annual report to executive management on security program and risk mitigation.
- Collaborate with IT personnel, the Records Management Officer, and legal counsel to preserve data in accordance with appropriate data preservation and litigation hold procedures.

### **2.5. Information Security Officers (ISO).**

A full-time ISO will be assigned to oversee the Administrative and Legal Divisions (A&L), while another full-time ISO will be assigned to oversee the Child Support Divisions (CS). The A&L ISO and CS ISO will report directly to the CISO.

These ISOs will function as the representatives of the CISO and will oversee the daily security activities within their supported division operations. The A&L ISO and CS ISO will review all information security procedures and recommend changes as appropriate.

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**2.6. Information Resource Owner**

An information resource owner is defined as a person responsible for a business function and for determining controls and access to information resources supporting that business function.<sup>iii</sup> The state agency head or his or her designated representative(s) shall review and approve ownership of information resources and their associated responsibilities.<sup>iv</sup> For the OAG Information Resource Owners are typically Division Chiefs.

Where information resources are used by more than one division, the owners shall reach a consensus as to the designated owner with responsibility for the information resources and advise the A&L or CS ISO of their decision.<sup>v</sup>

The information owner or his or her designated representatives(s), with the CISO's concurrence, are responsible for and authorized to:

- Approve access to, and formally assign custody of, an information resource;
- Determine the information resources' value;
- Specify data control requirements and convey them to users and custodians;
- Specify appropriate controls, based on risk assessment, to protect the agency's information resources from unauthorized modification, deletion or disclosure. Controls shall extend to information resources outsourced by the agency in accordance with the Department of Information Resources' (DIR) information security policy;
- Confirm that controls are in place to ensure the accuracy, authenticity and integrity of electronic data;
- Ensure compliance with applicable controls;
- Assign custody of information technology assets and provide appropriate authority to implement security controls and procedures; and
- Review access lists based on documented security risk management decisions.

**2.7. Information Custodian**

An information custodian is defined as any person or group who is charged with the physical possession of information technology assets.<sup>vi</sup> Custodians are the technical managers that provide the facilities, controls and support services to owners and users of information. Custodians of information technology assets, including entities providing outsourced information resources services to state agencies, must:

- Implement the controls specified by the owner(s);

## Office of the Attorney General

- Provide physical and procedural safeguards for the information resources;
- Assist owners in understanding and evaluating the cost-effectiveness of controls and monitoring;
- Administer access to the information resources; and
- Implement appropriate monitoring techniques and procedures for detecting, reporting and investigating incidents.

### **2.8. Information System User**

All authorized users of OAG information resources (including, but not limited to, OAG personnel, temporary employees, contractors, sub-contractors, auditors, consultants or agents), shall formally acknowledge that they will comply with the OAG's security policies and procedures or they shall not be granted access to the information technology assets. The CISO will determine the method of acknowledgement and how often this acknowledgement must be re-executed by the user to maintain access to OAG information technology assets.<sup>vii</sup> Users also have the responsibility to report all suspected violations of OAG information security policies to their Division Chief and the ISO responsible for their division. The ISO will then report the suspected violation to the CISO. (See section 3.4)

Users of OAG information technology assets shall have no expectation of privacy for information contained within or processed by an OAG information technology asset. Electronic files created, sent, received by, or stored on, OAG information technology assets that are owned, leased, administered, or otherwise under the custody and control of the OAG are not private and may be accessed by OAG IT employees at any time without knowledge of the information technology asset user or owner. Electronic file content may be accessed by appropriate personnel, including, but not limited to, information security personnel, records management personnel and legal counsel.<sup>viii</sup>

## **3. Operational Security Controls**

### **3.1. Risk Management Framework**

The OAG employs a risk-based information security strategy, which provides a method to eliminate or mitigate identified risk to an organization in order to maximize the positive effects of information security activities while minimizing costs to the organization.

### **3.2. Risk Assessment**

It is the responsibility of the CISO to regularly assess the risk to all OAG electronic data, systems, networks and information technology operations, and report the results of the assessment to OAG executive management and other appropriate personnel.

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**3.3. Asset Management**

Management of OAG equipment including laptops, PDAs, and other IT equipment is an asset control and physical security issue and not within the scope of this Information Technology Security policy. For policy regarding those items, refer to the OAG's general Policies and Procedures as well as the Special High-Risk Items Policy.

**3.4. Disaster Recovery & Business Continuity**

The OAG is charged with providing a comprehensive disaster recovery plan and business continuity procedure for all essential Data Center and field operations. This activity will be supported in part by the Information Security Division (ISD).

**3.5. Outsourced Data Center Operations & Security Responsibility**

As a requirement of House Bill 1516 by the 79th Legislature, OAG information technology systems will be consolidated at the DIR Consolidated Data Centers (CDC).

While DIR and their contractor will supply much of the required services and activities to protect OAG data, systems and networks, the OAG still has responsibility for ensuring the safety of OAG data.<sup>ix</sup>

**4. Personnel Security Policy**

**4.1. Statement of Responsibility**

OAG personnel are required to sign a Statement of Responsibility acknowledging that they agree to comply with all applicable information security policies, protocols and procedures as set forth in the OAG Information Security Policy Manual. This statement of responsibility will remain a part of the employee's file.

**4.2. Reporting of Security Incidents**

A security incident is defined as an event which results, or may result in unauthorized access, loss, disclosure, modification, disruption, or destruction of information resources whether accidental or deliberate.<sup>x</sup>

Employees and all other users shall immediately report all actual or suspected security incidents to their Division Chief and the appropriate ISO. The ISO will promptly notify the CISO of the actual or suspected security incident. The CISO shall report any security incidents that affect critical systems and/or that could be propagated to other state systems outside the OAG to DIR within twenty-four hours.<sup>xi</sup>

**4.3. Computer Security Incident Response Team (CSIRT)**

The OAG Computer Security Incident Response Team (CSIRT) is responsible for the detection, triage, response, communication and management of all information security incidents. The CSIRT will:

## Office of the Attorney General

- Provide a single point of contact at OAG for managing all reported OAG information resource electronic attacks, whether suspected or actual;
- Identify and analyze what has occurred, including impact and threat;
- Research and recommend solutions and mitigation strategies;
- Share response options, recommendations, incident information and lessons learned with appropriate entities; and
- Coordinate response efforts.

The CSIRT is comprised of three separate groups that include both permanent IT personnel certified in CSIRT operations, and ad hoc personnel based on the nature of the incident:

- **Management Group:**
  - Membership includes: CISO and the affected division's ISO and IT Director.
  - May include: IRM.
  - Responsibilities: Manage CSIRT operations (CISO), manage overall incident response, document activities, and produce appropriate reports. Also responsible to communicate internally to executive management.
- **Technology Group:**
  - Membership includes: Director of impacted network and Director of impacted infrastructure and/or application.
  - May include subject matter experts (SMEs) from specific disciplines.
  - Responsibilities: Analyze event, recommend possible courses of action, and coordinate selected response.
- **Legal Group:**
  - Membership includes: Attorney(s) from, or assigned by, the General Counsel Division, and the Records Management Officer.
  - May include: Law enforcement investigators.
  - Responsibilities: Produce draft of external communications; function as team's legal representative for guidance regarding evidence gathering and other possible legal issues and activities.

#### **4.4. Information Security Violations**

Violations of information security policy could result in a security breach. For this reason, violations of information security policy will be investigated by the appropriate IT personnel. If the violation is found to be deliberate in nature, an official Information Security Violation Report (ISVR) will be issued by the CISO, with an informational copy provided to the Records Management Officer. Additionally, such violations will be reported to the employee's Division Chief and the Human Resources Director for corrective action. Any corrective action involving

## Office of the Attorney General

use of information technology resources must be documented and reviewed by the appropriate ISO and/or the CISO prior to implementation.

### **4.5. Acceptable Use of OAG Information Resources**

State information resources will be used primarily for official State purposes. Software for browsing the Internet is provided to authorized users to conduct official State business. Compliance with this policy will be electronically monitored. Any personal use must be in accordance with the OAG's policy regarding the Unauthorized Use of Government Time, Property, Services, and Facilities.

Violations may result in disciplinary action, up to and including termination of employment. The unauthorized use of OAG Information Resources will be considered as a relevant factor in evaluating the performance of OAG employees.

### **4.6. Access to OAG Information Systems and Assets**

Access to OAG information technology assets must be strictly controlled and monitored to provide users with only the minimum level of system access necessary to allow them to perform assigned business tasks. When access by the user requires the use of a password, or other security measure, those security measures must be kept confidential by the intended user. Remote access to OAG information systems and assets must be accomplished only through the use of an OAG-approved remote access software application.

### **4.7. User Identification**

Except for public users of systems where such access is authorized by the CISO or other appropriate IT personnel, each system user shall be assigned a unique personal identifier or user identification (User ID) to allow system access.

### **4.8. Personal Software, Hardware and Modems**

Personal software may not be loaded onto any OAG computer, nor may personally-owned hardware, including modems and wireless routers, be connected to OAG information systems. Any hardware or software required for a business purpose of the agency must be approved for use by the CISO and must be obtained through the appropriate ITS Division.

### **4.9. Security Awareness Program**

The OAG will provide an ongoing Information Security Awareness training program to educate employees and all other personnel with access to OAG data and information systems about data security and the protection of OAG information resources. This training will include the establishment of security awareness and familiarization with OAG security policies and procedures through both New Employee Orientation and ongoing refresher training.

### **4.10. Warning Statements**

System identification screens will be provided at the time of initial logon to the mainframe or LAN/WAN. These screens will provide the following warning statements:

- Unauthorized use is prohibited.

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- Usage may be subject to security testing and monitoring.
- Misuse may be subject to disciplinary action.
- No expectation of privacy is to be anticipated by the user.

### **4.11. Termination of Employment**

Computer user identifications (User ID's) for employees that have voluntarily terminated employment with the OAG must be removed from the computer system immediately following termination. For involuntary terminations, the ID should be removed prior to, or at the same time the employee is notified of the termination in order to protect OAG data and information resources.

### **4.12. Automatic Suspension / Deletion of User ID's**

Mainframe, LAN and Remote Access User ID's will be monitored for usage to protect system security, and any unused user ID's will be subject to automatic suspension after 30 days, and deletion after 60 days without notice to the user, unless an exception has been approved in accordance with this policy.

### **4.13. Positions of Special Trust**

The CISO will establish procedures for reviewing information resource functions to determine which positions require special trust or responsibilities. These include, but are not limited to:

- Network and system administrators;
- Users with access to information systems that process or contain federal tax information;
- Users with access to child support systems and data that may include federal tax information;
- Users with access to financial and accounting systems or networks;
- Any user with agency-wide access to data and information systems; and
- Any user required to undergo a background check as a prerequisite to employment or grant of system access.

## **5. Technical Security Controls**

### **5.1. System Security Policy**

The following policies cover specific issues as they relate to the security of information systems and data within the OAG, and are governed by the procedures outlined in the OAG Information Security Procedures Manual.

### **5.2. System Administrators**

System administrators are responsible for adding, removing or modifying user accounts as employees change roles within the agency. This activity must be accomplished in a timely manner to ensure only authorized personnel have access to OAG systems and information. Changes to user accounts may be subject to independent audit review.

## Office of the Attorney General

### 5.3. System Developers

All production software development and software maintenance activities performed by in-house staff must adhere to agency security policies, standards, procedures, and other systems development conventions including appropriate testing, training and documentation.

### 5.4. Information Asset Protection

OAG data and information technology assets will be protected from unauthorized access, use, modification or destruction through the deployment of protective measures. The design, acquisition and use of all protective measures must be reviewed with the appropriate ISO and approved by the CISO.

### 5.5. Vendor Access to OAG Systems

Access to OAG systems and data by vendors (including contractors, sub-contractors, auditors, consultants or agents) must be appropriately controlled depending on the work to be performed, sensitivity levels of the data involved, work location, and other relevant considerations. All requests for vendor access must be coordinated with and approved by the appropriate IT department and CISO prior to access being granted.

### 5.6. Classification of Electronic Data and Assets

OAG electronic data and the information technology assets used to process, transmit, and store it should be assigned an appropriate classification level to assist in the proper safeguarding of the data. As higher classification levels require the agency to incur greater costs in order to safeguard data, care should be taken to accurately classify assets. Assets of varying classifications that are co-mingled in a single database or file system shall be classified at the highest level of the information contained in the data.

For the limited purposes of this policy, the OAG has two classifications of electronic data:

- **CONFIDENTIAL AND SENSITIVE** - This classification includes data that may be deemed confidential or protected by Texas or federal laws and/or administrative rules, and sensitive information, which if subject to a security breach, could compromise the agency's business functions or the privacy or security of agency employees, clients, or partners. Information in this category may only be provided to external parties in accordance with OAG policies and procedures.
- **UNCLASSIFIED** - This refers to all data that does not meet the requirements for CONFIDENTIAL AND SENSITIVE as described herein, as designated by the originating source of the data and/or the originator of any derivative data with guidance from 1 TAC § 202.1(3); DIR Classification Guidance, and any other applicable regulation or law.
- The default classification for all electronic data is CONFIDENTIAL AND SENSITIVE.

## Office of the Attorney General

**5.7. Data Destruction**

OAG data should only be destroyed in accordance with the applicable records retention schedule, or upon the receipt of proper authorization from the State Library and Archives Commission. OAG data contained on magnetic or optical media must be removed from the media prior to the media being transferred out of the control of the authorized user, or the media must be physically destroyed in accordance with the appropriate document destruction guidelines applicable to that information.

**5.8. Configuration Management**

Configuration management (CM) is the process of managing the effects of changes or differences in configurations of an information system or network through the implementation of strict protocols and testing in order to reduce the risk of changes resulting in a compromise to data security, confidentiality, integrity, or availability. All systems will be configured and maintained only in accordance with approved IT and Information Security configuration management (CM) guidelines.

**5.9. Change Management**

Change management refers to the safeguards and procedures established for making modifications to OAG systems and networks. All such modifications must be processed through the appropriate change control procedure, with any OAG systems residing at a Consolidated Data Center (CDC) additionally being subject to the DIR and its contractor change management process.

**5.10. Data Integrity**

Data integrity refers to ensuring that data remains complete and unchanged during the course of any electronic processing, transfer, storage, or retrieval. To promote data integrity, individual users of OAG information resources must follow data integrity procedures applicable to their level of user access to OAG data, and take adequate precautions to safeguard against the loss of OAG data, including but not limited to:

- Performing regular backups of OAG data as may be appropriate;
- Taking physical and procedural safeguards to avoid the accidental loss, destruction or unauthorized modification of OAG data;
- Ensuring proper and routine use of virus protection software/anti-malware; and
- Coordinating with and seeking assistance from IT personnel as may be appropriate to safeguard OAG data.

**5.11. Voice/Phone Mail**

The OAG's voice or phone mail systems use agency information resources. Accordingly, each user is responsible for ensuring that use of these services is in compliance with applicable law, policy and procedures. All requests for changes, modifications, or termination of voicemail services must be initiated through the ITS Division.

## Office of the Attorney General

### **5.12. E-Mail**

Electronic mail (e-mail) is a form of communication that uses agency information resources. All use of e-mail must be in accordance with OAG policies and procedures regarding the use of information resources.

Upon the OAG's implementation of an agency-approved email encryption process, employees may not send CONFIDENTIAL AND SENSITIVE OAG data in the body of an email or as an email attachment across unsecured connections such as the Internet, unless it is encrypted using a process approved by ITS Division and the CISO.

### **5.13. Wireless Systems**

Wireless networks or routers may not be used without the prior authorization of the IRM and the CISO. All wireless connectivity (Wi-Fi) to OAG networks must be in accordance with current IT architectural direction, the Information Security Policy, and OAG policies and procedures relating to the use of mobile telecommunications devices.

### **5.14. Copyright**

Generally, the reproduction of copyrighted information is a violation of federal law. Therefore, OAG information resources should not be used to reproduce copyrighted information. Unauthorized copies of software shall not be loaded or executed on OAG information technology assets. Regular audits will be conducted to search for unauthorized software installed on machines.

### **5.15. Personal Software, Shareware and Freeware**

Personal software, shareware and freeware may not be loaded or otherwise used on OAG systems unless there is a business necessity for the use of such programs, and their installation and use is specifically approved by the IRM and the CISO.

### **5.16. Data Encryption**

All OAG laptops must have encrypted hard drives to safeguard data in the event the device is lost or stolen. Those divisions who choose to employ data encryption for transmission or storage of CONFIDENTIAL AND SENSITIVE data shall adopt the 256 bit Advanced Encryption Standard (AES), or 128 bit Single Sockets Layer (SSL/TLS) as a minimum. No encryption will be used without the prior approval of the IRM and the CISO.

### **5.17. Portable and Mobile Devices**

All laptops and other mobile telecommunications devices (PDAs, Network capable Cell Phones, BlackBerry's, etc.) must be approved for use and supplied by the appropriate ITS Division. Only OAG laptops installed with full-disk encryption, anti-malware safeguards, and secure connectivity are authorized for use with OAG data and networks.

### **5.18. Malware Protection Software**

All workstations and laptops must use approved malware protection software and configurations, regardless of whether they are connected to OAG networks or are used as a standalone device. Additionally, each file server attached to the OAG network and each e-mail gateway must utilize

## Office of the Attorney General

OAG IT-approved e-mail malware protection software and/or hardware. Users shall not alter, disable, bypass, or adjust any settings or configurations for OAG malware protection software in any manner.

### **5.19. Intrusion Detection**

Intrusion detection techniques will be deployed wherever possible in order to safeguard against unauthorized attempts to access, manipulate, or disable OAG networks. Intrusion detection activities may be conducted only by specially-trained personnel within the OAG's Information Security Division using techniques approved by the CISO.

### **5.20. Internal Electronic Investigations**

All internal electronic investigations must be authorized by, and conducted under the supervision of, the CISO unless otherwise approved by the First Assistant Attorney General. No other investigation is authorized on OAG systems or networks. Any unauthorized electronic investigation or monitoring discovered on OAG systems or networks will be reviewed by the Information Security Division and may result in disciplinary action up to and including termination of employment.

### **5.21. Screen Savers**

To reduce the likelihood of unauthorized access to OAG data, systems and networks, all OAG workstations, including laptop computers, must be configured to activate password-protected screensavers after no more than fifteen minutes of user inactivity. An employee should not leave his or her workstation unless the password-protected screensaver has been activated or, if possible, the workstation has been secured by a locked door.

### **5.22. User Passwords**

Systems that use passwords shall follow the standards on password usage prescribed by DIR. This document specifies minimum criteria and provides guidance for selecting additional password security criteria. Disclosure of an individual's password or use of an unauthorized password or access device may result in disciplinary action up to and including termination of employment.

### **5.23. Administrator Passwords**

All system administrators will maintain and use both a standard user password and a system administrator password ("super user" password). The system administrator password will be used only for system administrator activities. All common applications and system activities (email, calendar, etc.) must be accessed by the system administrator only with their standard user password.

### **5.24. System Log On & Re-Boot**

All OAG workstations, including laptop computers, must be connected to the OAG network at least once weekly in order to receive appropriate application updates and security patches. Additionally, all systems must be re-booted (shut down and restarted) at least once a week to ensure these updates and patches are installed appropriately.

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**5.25. System Settings**

All OAG systems are specifically configured to ensure that users have the appropriate ability to perform assigned tasks. Users shall not modify, change or attempt to change any system settings. If additional user access, permissions or system setting changes are required, then a request for the modification must be approved by the user's manager and submitted to the appropriate IT Division for handling.

**5.26. Control of Peripherals**

A peripheral device is any device attached to a computer in order to expand its functionality, such as USB flash drives, CD burners, or PCMCIA card slots. The ability to use peripheral devices may be controlled on some OAG systems; users are not authorized and should not attempt to change control settings in order to use peripheral devices on these systems. Adding or deleting peripherals on these systems may only be accomplished by IT personnel.

**5.27. Security Breaches**

A security breach is defined as any event which results in loss, disclosure, unauthorized modification, or destruction of information resources. Users shall immediately report all actual or suspected security breaches to their Division Chief and the ISO responsible for their division. The responsible ISO will promptly report the suspected or actual security breach to the CISO. Depending on the nature of the information involved, additional procedures may be required in accordance with the Sensitive Personal Information Privacy Policy.

**5.28. Dial-up Access**

For dial-up access to OAG systems other than access authorized for the public, information security protocols shall be employed to positively and uniquely identify authorized users and authenticate user access to the requested system. All modems used for dial-up access to OAG systems must be authorized by the IRM and CISO.

**5.29. Purchasing/Development Pre-Approval**

All OAG purchases, acquisitions, or developments of information technology services, equipment or software must be reviewed and pre-approved by the appropriate ISO, and the IRM, in consultation with the CISO, to determine whether the purchase may negatively impact OAG information technology security. All purchases of information technology security products, or products with information technology security functionality or impact, must be approved by the IRM and either the A&L and/or CS ISO or CISO prior to the issuance of a purchase order.

**5.30. Contract Security Provisions**

All third-party contracts must contain appropriate language to ensure the security of OAG information to which the third-party may have access, even if such access is limited to encrypted data. This language must state in clear and unambiguous terms the security requirements placed on the third-party involved, and their responsibilities for security under the contract. It must also clearly state OAG's authority to audit their security procedures for appropriateness during the length of the contract.<sup>xii</sup>

## Office of the Attorney General

All contracts to which the OAG is a party and that affect OAG information technology security must be reviewed and approved by the CISO prior to execution in order to ensure that appropriate security controls are included.

### **5.31. System Development, Acquisition and Testing**

Data and network security requirements must be considered and addressed in all phases of the development or acquisition of new information processing systems. Before being placed into use, all new systems must be properly tested in order to ensure compatibility with OAG information systems and the OAG computing environment. During system testing, test functions shall be kept either physically or logically separate from production functions in order to safeguard OAG data and information systems.

## **6. Exception, Waiver and Modification**

### **6.1. Waivers and Exceptions**

Waivers and exceptions to the existing information security policies and procedures are strongly discouraged because they may pose an unacceptable risk to protected OAG data and systems. Prior to implementation, all exceptions or waivers of existing security policies or procedures must be reviewed by appropriate information technology security and IT personnel, approved by the CISO, and reported to the Records Management Officer.

- A waiver is a variance of a control standard that is limited to a specific period of time and to a specific system in order to allow IT personnel to perform an approved change or modification to OAG systems.
- An exception is an indefinite variance from a control standard supported by a valid and ongoing business justification.

### **6.2. Modification or Significant Changes to Procedures**

All changes in the procedures to protect OAG IT systems and data must be reviewed by appropriate IT personnel and approved by the A&L ISO and/or CS ISO as appropriate and the CISO prior to implementation. If immediate changes to procedures are required to meet an emergency situation, A&L and/or CS ISO, CISO and the Records Management Officer must be informed as soon as possible thereafter.

### **6.3. Executive Management Waiver**

Notwithstanding any provisions to the contrary contained herein, waivers, exceptions and modifications to the information security policies and procedures may be authorized in writing at the discretion of the First Assistant Attorney General.

Office of the Attorney General

**7. Document Acceptance and Release Notice**

This is Version 3.0 of the **OAG Information Security Technology Security Policy Manual**.

The OAG Information Security Technology Security Policy Manual is a managed document. Changes will be issued only as a complete replacement document. Recipients should remove superseded versions from circulation. This document is authorized for release after all signatures have been obtained.

Please submit all requests for changes to the owner/author of this document.

OWNER: \_\_\_\_\_ DATE: February 12, 2009  
Dr. Walt H. Fultz, Chief Information Security Officer

SPONSOR: \_\_\_\_\_ DATE: February 12, 2009  
Gary Buonacorsi, Information Resource Manager

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## 8. References

<sup>i</sup> Tex. Gov't Code § 2054.003(7).

<sup>ii</sup> 1 TAC §202.20.

<sup>iii</sup> 1 TAC § 202.1

<sup>iv</sup> 1 TAC § 202.21.

<sup>v</sup> 1 TAC § 202.21.

<sup>vi</sup> 1 TAC § 202.21.

<sup>vii</sup> 1 TAC § 202.27.

<sup>viii</sup> *See generally*, 1 TAC Chapter 202.

<sup>ix</sup> 1 TAC § 202.21.

<sup>x</sup> 1 TAC § 202.1.

<sup>xi</sup> 1 TAC §202.26.

<sup>xii</sup> 1 TAC §202.25(6)(B).

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OFFICE of the ATTORNEY GENERAL  
G R E G A B B O T T  
CHILD SUPPORT DIVISION

**AUTOMATED COMPUTER SYSTEM ACCESS – STATEMENT OF RESPONSIBILITY**

Name:	Agency Employed By:
Position:	Work Location (Address, City, Country):
Phone:	
FAX:	

If given access to the automated computer system maintained by the Office of the Attorney General of Texas, I agree to the following:

1. All information maintained in the files and records of the Office of the Attorney General of Texas (OAG), Child Support Division are privileged and confidential.
2. Information that I obtain about anyone while using the computer system of the OAG must be held in strictest confidence and may not be disclosed except as used exclusively for purposes directly connected with the administration of programs under Titles IV-A, IV-D, IV-E and XIX of the federal Social Security Act and in accordance with the OAG Confidentiality Policy and Procedures.
3. Only authorized personnel may view, add, modify and/or delete information.
4. I may not perform any work, review, update or otherwise act to obtain information about my own, or any relative's, friend's, or business associate's child support case, even if the case is closed.
5. The computer password(s) I receive or devise are confidential, and must not be disclosed to anyone.
6. I am responsible for computer transactions performed through misuse of my password(s).
7. Use of a password not issued or devised specifically for me is expressly prohibited and is a violation of Texas and United States law.
8. I will not load unauthorized software, personal computer programs, shareware or freeware of any kind onto the OAG computer equipment.
9. Copyrighted material, including commercial computer software, which may be made available to me for use by the OAG is protected by copyright laws and is not to be copied for any reason without written permission from the owner of the copyright and the OAG.
10. United States federal tax return or return information may not be disclosed to any individual or agency.
11. It is unlawful to offer or receive anything of value in exchange for United States federal tax return or return information.

**CIVIL AND CRIMINAL PENALTIES**

I acknowledge that if I fail to observe this agreement, the following civil and criminal penalties apply:

1. A violation will be reported to appropriate personnel for disciplinary action, including termination and referral for prosecution.
2. Failure to observe the above conditions may constitute a "breach of computer security" as defined in the TEXAS PENAL CODE, CHAPTER 33, Section 33.02 (b), and that such an offense may be classified as a felony. Similar United States federal statutes may also be applicable.
3. Unauthorized disclosure or exchange of federal tax information is punishable by fine up to \$5,000, or imprisonment up to 5 years, or both, under United States Internal Revenue Code 7213 and 7213 A
4. Accessing federal tax information without a "need-to-know" is a federal misdemeanor punishable by not more than one year imprisonment, or a \$1000 fine or both, plus costs of prosecution under 7213 A, United States Internal Revenue Code.
5. I may be civilly liable for damages of not less than \$1000 per violation for unauthorized disclosure of federal tax information, together with costs of prosecution under Section 7431 of the United States Internal Revenue Code.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

FAX completed form to **HelpDesk** at FAX number **512-460-6027**

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# WARNING DISCLOSURE LIMITATIONS

Unauthorized disclosure, printing, or publishing of any Federal return or return information, or any information therefrom, is punishable by fine up to \$5,000 or imprisonment up to 5 years, or both, together with costs of prosecution. See Sec. 7213 of the Internal Revenue Code (IRC) and 18 U.S.C. Sec. 1905. A person authorized to access IRS return or return information can be prosecuted under the federal "Anti- Browsing" Law, see IRC Sec, 7213A, if the information was accessed without a need to know. The offense constitutes a federal misdemeanor punishable by not more than 1 year in prison, or a \$1,000 fine, or both, plus cost of prosecution. In addition, IRC Sec. 7431 provides for civil damages of not less than \$1,000 per violation for unauthorized disclosure of such information, together with costs of prosecution.

It is unlawful for any person willfully to offer any item of material value in exchange for any return or return information and to receive as a result of such solicitation any such return or return information. Such action is punishable by fine up to \$5,000 or imprisonment up to 5 years, or both, together with costs of prosecution. See Sec, 7213 of the IRC and 18 U.S.C. Sec. 1905. Section 6103 (1) (8) of the IRC permits the SSA to disclose tax return information to IV-D agencies subject to the same restrictions on disclosure above.

I acknowledge that I am aware of the above civil and criminal liabilities.

Name (please print) \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

SSN \_\_\_\_\_

Please check the appropriate box below that indicates your current Employment Status or your affiliation with the Attorney General of Texas agency:

- |                                                                         |                                                                               |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <input type="checkbox"/> Child Support Full-Time Equivalent (FTE) Staff | <input type="checkbox"/> External Entity Staff (e.g., DHS, TWC, County, etc.) |
| <input type="checkbox"/> Child Support Part-Time Staff                  | <input type="checkbox"/> Intern                                               |
| <input type="checkbox"/> Contractor/Vendor Staff                        | <input type="checkbox"/> Temporary Staff                                      |
| <input type="checkbox"/> County Enforcement Staff                       | <input type="checkbox"/> Volunteer                                            |

**For Field staff, please follow your local or Regional procedures when submitting this form for processing. For State Office staff, please forward completed form to: Brenda Staehr, Child Support Division, Procedures and Training Section, Mail Code 053, P.O. Box 12017, Austin, Texas 78711-2017.**

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# **ITS Department Security Incident Response Plan For OAG Data**

Version: Draft .00.01.01

Prepared by:

**Shannon Clyde  
Information Security Manager**

Last Update: November 06, 2007



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## C. INTRODUCTION

### 1.0 Objectives and Scope

The Travis County ("County") Information and Telecommunications Systems Department (ITS) Security Incident Response Plan for Office of the Attorney General (OAG) Data supplements the Travis County ITS Department Incident Response Standards and Procedures.

This Security Incident Response Plan is intended to provide the specific requirements that must be met to comply with SFY 2010/2011 ICSS Contract # \_\_\_\_\_, §16.7.4.1.

### 2.0 Audience

Those who need to participate in the ITS Incident Response efforts involving OAG Data including Community Supervision staff, ITS Department staff and those who need to interact with the incident management efforts involving OAG Data.

### 3.0 Keywords Defining Requirements

The following keywords "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", "MAY", and "OPTIONAL" are utilized within this document to indicate requirement levels and are to be interpreted as described below:

**SHALL:** This word, or the terms "REQUIRED" or "MUST", means that the definition is an absolute requirement of the specification.

**SHALL NOT:** This phrase, or the phrase "MUST NOT", means that the definition is an absolute prohibition of the specification.

**SHOULD:** This word, or the adjective "RECOMMENDED", means that there may exist valid reasons in particular circumstances to ignore a particular item, but the full implications must be understood and carefully weighed before choosing a different course.

**SHOULD NOT:** This phrase, or the phrase "NOT RECOMMENDED" means that there may exist valid reasons in particular circumstances when the particular behavior is acceptable or even useful, but the full implications must be understood and the case carefully weighed before implementing any behavior described with this label.

**MAY:** This word, or the adjective "OPTIONAL", means that an item is truly optional. An implementation, which does not include a particular option, MUST be prepared to interoperate with another implementation that does

include the option, though perhaps with reduced functionality. In the same vein, an implementation, which does include a particular option, **MUST** be prepared to interoperate with another implementation that does not include the option (except, of course, for the feature the option provides.)

#### **4.0 Requirement Priorities**

Requirements that use the key word **MUST** or **SHALL** have the highest priority.

Those described as **RECOMMENDED**, as indicated by the use of the key word **SHOULD**, have a secondary priority to those requirements using the key words **SHALL** or **MUST**.

Those described as **OPTIONAL**, as indicated by the use of the key word **MAY**, have a tertiary priority. All first priority requirements represent core functionality critical to the project and must be met.

As many secondary priority requirements should be met if allotted time, human resources and funding permit.

Tertiary priorities should be completed only after all first and secondary priorities have been met.

#### **5.0 Document Change Management**

Requests for changes to this document should be made in writing to the Information Security Manager or the Chief Information Officer.

## D. INCIDENT RESPONSE CONTACT INFORMATION

### 1.0 Office of Attorney General (OAG) Contacts

Position	Name	Phone Number	Email address
OAG Chief of Information Security Officer	Walt Fultz	512-936-1320	<u>Walt.Fultz@OAG.State.TX.US</u>
OAG Community Supervision Contract Manager	Allen Broussard	512-460-6373	<u>Allen.Broussard@CS.OAG.State.TX.US</u>

### 2.0 Travis County Contacts

Position	Name	Phone Number	Email address
Chief Information Officer	Joe Harlow	512-854-9372	<u>Joe.Harlow@co.travis.tx.us</u>
ITS Department Information Security Manager	Shannon Clyde	512-854-7846	<u>Shannon.Clyde@co.travis.tx.us</u>
ITS Department Sr. Information Security Analyst	David Stanton	512-854-4024	<u>David.Stanton@co.travis.tx.us</u>
ITS Department Help Desk		512-854-9175	<u>ITS.Helpdesk@co.travis.tx.us</u>
County Contract Manager			
County ICSS Contract Manager			

## **E. OAG DATA INCIDENT MANAGEMENT REQUIREMENTS**

### **1.0 General Requirements**

County shall respond to security incidents involving OAG Data in accordance with ITS Department Incident Management Standards and Procedures and specific OAG requirements as stated within this Incident Response Plan for OAG Data.

### **2.0 Responsibility for Notifications and Reports**

The Information Security Officer or designate is responsible for the data collection, document creation, and delivering of the required notices and reports identified within this plan.

### **3.0 Notification Requirements**

#### **3.1. Initial Incident Notification to OAG**

##### **3.1.1. OAG Notification Time Frame, Recipients, Method**

The OAG CISO and the OAG Contract Manager must be notified by telephone and electronic mail *within one (1) hour of determination that OAG Data is involved in the incident.*

##### **3.1.2. OAG Notification Content**

Content of the notification must include:

Notice of incident

Description of Affected Information System

Initial damage assessment and potential scope of incident

Containment/Eradication/Recovery steps taken to date

Any changes in County contact information

## **4.0 Reporting Requirements**

### **4.1. Initial Written Report to OAG**

#### **4.1.1. Initial OAG Report Time Frame, Recipients, Method**

The Information Security Manager or designate must provide a written report to the OAG CISO and the OAG Contract Manager by electronic mail *within twenty-four (24) hours of determination that OAG Data is involved in the incident.*

#### **4.1.2. Report Content**

Disclosure of all information relating to the incident

Results of preliminary damage analysis

Time, nature of incident; mitigation efforts; corrective actions; estimated recovery time

### **4.2. Daily Status Report to OAG:**

#### **4.2.1. Daily OAG Status Report Time Frame, Recipients, Method**

The Information Security Manager or designate must provide a *daily* oral status report to the OAG CISO or designate and an electronic mail message follow up to the OAG CISO and the OAG Contract Manager

#### **4.2.2. Report Content**

Current damage analysis

Status of containment, eradication, recovery efforts

### **4.3. Final Report to OAG:**

#### **4.3.1. Final OAG Report Time Frame, Recipients, Method**

The Information Security Manager or designate must provide a final written report by electronic mail to the OAG CISO and the OAG Contract Manager *within five (5) days of the completion of the final damage analysis and the completion of the eradication/recovery phases but prior to incident closure.*

#### **4.3.2. Report Content**

Cause of security incident

Travis County Government  
ITS Department  
Confidential & Proprietary

Security Incident Response Plan for OAG Data  
Version .00.01.01  
November 06, 2007

**Nature of security incident**

**Description of cure, effective date, description of how cure protects from recurrence**

**Certification Statement: County's security program is operating with the effectiveness required to assure that the confidentiality and integrity of OAG Data are protected**

**CERTIFICATION REGARDING LOBBYING  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES**

**PROGRAM: CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D  
OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE  
ATTORNEY GENERAL OF TEXAS**

**PERIOD: September 1, 2007 - August 31, 2009**

**Certification for Contracts, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds haven been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

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ATTORNEY GENERAL OF TEXAS  
GREG ABBOTT  
CHILD SUPPORT DIVISION

**WARNING**

**DISCLOSURE LIMITATIONS**

**It is unlawful for any person willfully to disclose, print, or publish, except as authorized, any Federal return or return information, or any information therefrom. Such action is punishable by fine up to \$5,000 or imprisonment up to 5 years, or both, together with costs of prosecution. See section 7213 of the Internal Revenue Code. In addition Internal Revenue Code section 7431 provides for civil damages of not less than \$1000 per violation for knowing or negligent disclosure of such information plus in the case of a willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.**

**It is unlawful for any person willfully to offer any item of material value in exchange for any return or return information and to receive as a result of such solicitation any such return or return information. Such action is punishable by fine up to \$5000 or imprisonment up to 5 years, or both, together with costs of prosecution. See section 7213 of the Internal Revenue Code.**

**It is unlawful for any person willfully to inspect, except as authorized, any Federal return or return information. Such action is punishable by a fine up to \$1000 or imprisonment up to 1 year, or both, together with the costs of prosecution. See section 7213A of the Internal Revenue Code. In addition Internal Revenue Code section 7431 provides for civil damages of not less than \$1000 per violation for knowing or negligent inspection of such information plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action.**

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**TRAVIS COUNTY IV-D ENFORCEMENT OFFICE  
TERMINATION TRANSITION PLAN  
OAG Contract Number 10-C0019**

Pursuant to State of Texas Contract Number 10-C0019, the Attorney General of Texas (OAG) and the County of Travis agree to follow the transition plan described below should the contract be terminated. Either party shall provide to the other written notice of intent to terminate at least ninety (90) calendar days prior to the effective date of the termination. In addition, County will continue to provide services under this agreement, if requested by the OAG, for an additional thirty (30) calendar days beyond the termination effective date. In such event, the original termination effective date shall be extended pursuant to this provision.

Travis County and the OAG agree to follow the plan described below if Contract 10-C0019 is terminated:

- 1) **Effective date of termination.** Effective date of termination will fall on the first working day of the week.
  
- 2) **Transfer of case files**
  - a) County will make the 1010 Lavaca Street Building and the Travis County ICSS case file areas available to OAG staff on the weekend preceding the effective date of termination agreed to by County and the OAG.
  
  - b) County will allow the OAG to remove all Travis County ICSS case files from the 1010 Lavaca Street Building in their existing file folders. File folders and all case file contents will be recovered at no cost to the OAG.
  
- 3) **Notification of Customers**
  - a) During and after the transition period, County will be responsible for notifying walk-in clients of the closure of the County office and the transfer of case enforcement responsibilities to the OAG.
  
  - b) The OAG will be responsible for notifying in writing all custodial parents on former County Full Service Enforcement Office cases of the transfer of the CP's case to a specified OAG field office in Travis County.
  
- 4) **Return of OAG equipment.** All OAG equipment provided to County under the contract will be removed by OAG staff during the first week that all Travis County ICSS cases have been transferred to the OAG.

**5) Interim Measures**

- a) New cases opened on TXCSES in the Travis County ICSS Office during the transition period will be processed through Case Initiation by County staff, then transferred within two business days to the designated OAG field office.
  - b) During the transition period, all existing ICSS cases will continue to be serviced by County according to OAG policy and procedures until the transfer of all case files is complete.
- 6) Reimbursement for last month of operation.** The OAG shall reimburse County on a pro-rata basis for services provided during the final month of the contract if the contract termination effective date does not fall on the last day of the month. Reimbursement shall include new cases worked through the Case Initiation process by County, then transferred within 2 business days to the designated OAG field office.
- 7) New case referral decision.** County and the OAG must agree if new child support obligations established after the effective date of termination will continue to be referred for Title IV-D services under the operation of the existing Local Rule.
- a) **Option 1--Terminate new case referral process.** If County decides that its new county child support obligations will no longer be referred for IV-D services, County must:
    - i) Revoke the existing Local Rule effective on the agreed-upon termination effective date.
    - ii) Post advance public notice of the effective date of the revocation of the Local Rule in accordance with state law.
  - b) **Option 2--Continue new case referral process.** If County decides to continue to refer new child support obligations for Title IV-D services, the OAG and County must agree on the referral method a minimum of 30 calendar days in advance of the effective termination date of the contract:
    - i) **Case Referral Option 1—Automated referral by daily electronic file.** County may decide to transfer new case information to the OAG via generation and transmission of a daily electronic file.
    - ii) **Case Referral Option 2—Access by OAG to County's Imaged Document System.** County may allow OAG to access the County's Imaged Document System to find information on new county child support obligations.

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**iii) Case Referral Option 3—Paper copies of new child support orders.** County provides paper copies of all new child support obligations to OAG upon the finalization of the orders for support.

If County ever opts to change the referral process, it must provide the OAG at least 30 days notice prior to the proposed change and the OAG must agree to the change. If County ever opts to discontinue the referral process, it must provide the OAG at least 30 days notice prior to the discontinuation.

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COUNTY JUDGE'S OFFICE  
09 AUG 27 11:5 10

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Please consider the following item for:

Voting Session:

**September 1, 2009**

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

CONSIDER AND TAKE APPROPRIATE ACTION ON NEWSPAPER ADVERTISEMENTS, INCLUDING:

A. STATUTORILY REQUIRED NEWSPAPER ADVERTISEMENT FOR PUBLIC HEARING ON PROPOSED FY '10 TAX RATE;

B. OTHER ADVERTISEMENTS NECESSARY TO COMPLETE THE FY '10 BUDGET PROCESS; AND

Approved by:

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

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

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

III. Required Authorizations: Please check if applicable:

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

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

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

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

**Purchasing Office (854-9700)**

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

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

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

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

**Advertisement to run in the Chronicle, September 10 edition. One-Quarter page in size.**

**PUBLIC HEARING  
on the Proposed FY 10  
Travis County Budget**

**Public Notice is hereby given that the Travis County Commissioners Court will consider the Proposed County Budget and adopt the FY 10 County Budget on Tuesday, September 29, 2009 at 9:00 AM in the Commissioners Courtroom, located at 314 W 11th Street, Austin, Texas 78701.**

**Any citizen is invited to be present and participate in this hearing.**

**The Proposed Budget will be on file for public review in the Travis County Clerk's Office on Friday, September 25, 2009.**

**This budget will raise more total property taxes than last year's budget by \$22,757,705 and 5.81% and of that amount \$12,337,209 is tax revenue to be raised from new property added to the tax roll this year.**

**Quarter Page Ad on "Notice of Tax Revenue Increase". Needs to run twice in the Austin American Statesman. This ad should run on Wednesday, September 23 and a second time on Saturday, September 26. Note: Headline must be 24 point font. Also, this notice with the wording shown below must appear on the County's web site beginning on September 23 and must continue to appear on the web site until September 29. (Note: A link and explanation of how to get to the entire notice should appear on the home page). Further, a 60 second broadcast of this notice must also appear on TCTV 5 times each day between 7 AM and 9 PM starting on September 23 and running through September 29.**

## Notice of Tax Revenue Increase

The Travis County Commissioners Court conducted public hearings on Tuesday, September 22, 2009 and Friday, September 25, 2009 on a proposal to increase the total tax revenues of the Travis County from properties on the tax roll in the preceding year by **2.98** percent.

The total tax revenue proposed to be raised last year at last year's tax rate of \$.4122 for each \$100 of taxable value was \$391,809,030.

The total tax revenue proposed to be raised this year at the proposed tax rate of **\$.4215** for each \$100 of taxable value, excluding tax revenue to be raised from new property added to the tax roll this year, is **\$402,229,526**.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$.4215 for each \$100 of taxable value, including tax revenue to be raised from new property added to the tax roll this year, is **\$414,566,735**.

The Travis County Commissioners Court is scheduled to vote on the tax rate that will result in that tax increase at a public meeting to be held on Tuesday, September 29, 2009 in the Commissioners Courtroom on the first floor in the Ned Granger Building at 314 West 11th Street, Austin, Texas 78701 at 9:00 AM.

**This ad needs to run in the Monday, September 14 edition of the Austin American Statesman. Headline must be 24 point font. Must not be in classified or legal notices section but be a regular display ad; prefer the Metro and State section. Also, this notice with the wording shown below must be placed on the County's web site by September 14 and must continue to appear on the web site until September 25. (Note: A link and explanation of how to get to the entire notice should appear on the home page). Further, a 60 second broadcast of this notice must also appear on TCTV 5 times each day between 7 AM and 9 PM starting on September 14 and running through September 25.**

**THOSE SECTIONS OF THE AD THAT MAY CHANGE BASED ON BUDGET MARK-UP ON SEPTEMBER 9 AND 10 ARE HIGHLIGHTED IN THE AD BELOW**

# Notice of Public Hearing on Tax Increase

Travis County property taxes are used to fund operations such as law enforcement, the jails, the courts and prosecutors, roads, parks, social services, juvenile justice, and emergency medical services.

The Travis County Commissioners Court will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding year by 2.98 percent. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on Tuesday, September 22, 2009 at 9:00 AM in the Commissioners Courtroom, on the first floor in the Ned Granger Building at 314 West 11th Street, Austin, Texas.

The second hearing will be held on Friday, September 25, 2009 at 9:00 AM, in the Commissioners Courtroom, on the first floor in the Ned Granger Building at 314 West 11th Street, Austin, Texas.

The members of the Travis County Commissioners Court voted as follows on the proposal to consider the tax increase:

For the Proposal:

County Judge Samuel T. Biscoe  
Commissioner Precinct One Ron Davis  
Commissioner Precinct Two Sarah Eckhardt  
Commissioner Precinct Three Karen Huber  
Commissioner Precinct Four Margaret J. Gómez

[Against the Proposal, Present and Not Voting, Absent:]

The average taxable value of a residence homestead in Travis County last year was \$225,127 (disregarding residence homestead exemptions available only to disabled persons or persons 65 years of age or older). Based on last year's tax rate of \$.4122 per \$100 valuation, the amount of taxes imposed last year on the average home was \$927.97.

The average taxable value of a residence homestead in Travis County this year is \$230,186 (disregarding residence homestead exemptions available only to disabled persons or persons 65 years of age or older). If the governing body adopts the effective tax rate for this year of \$.4093 per \$100 of valuation, the amount of taxes imposed this year on the average home would be \$942.15.

If the governing body adopts the proposed tax rate of \$.4215 per \$100 valuation, the amount of taxes imposed this year on the average home would be \$970.23.

You have a right to attend the hearings and make comments. You are encouraged to attend the hearings and make comments to express your views if you wish.

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### Travis County Commissioners Court Agenda Request

Voting Session September 1, 2009  
(Date)

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

**I. Request made by:**

Roger A. El-Khoury, M.S., P.E., Director, Facilities Mgmt. Phone # 854-9555  
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 \$826,948.05, for the period of August 14, 2009 to August 20, 2009.

Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

**II. Additional Information:**

A. Backup memorandum is attached.

B. Affected agencies and officials.

Dan Mansour	854-9499
Susan Spataro	854-9125
Rodney Rhoades	854-9106

**III. Required Authorizations: Checked if applicable:**

- \_\_\_\_\_ Planning and Budget Office (854-9106)
- \_\_\_\_\_ Human Resources Management Department (854-9165)
- \_\_\_\_\_ Purchasing Office (854-9700)
- \_\_\_\_\_ County Attorney's Office (854-9415)
- \_\_\_\_\_ County Auditor's Office (854-9125)

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09 AUG 25 PM 1:51

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: September 1, 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: August 14, 2009 to August 20, 2009

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$826,948.05

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 \$826,948.05.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY  
HOSPITAL AND INSURANCE FUND  
SUPPORTING DETAIL FOR THE  
WEEKLY REIMBURSEMENT REQUEST TO  
COMMISSIONERS COURT  
FOR THE PAYMENT PERIOD  
AUGUST 14, 2009 TO AUGUST 20, 2009

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.
- Page 2. Chart of Weekly Reimbursements Compared to Budget
- Page 3. Paid Claims Compared to Budgeted Claims
- Page 4. Notification of amount of request from United Health Care (UHC).
- Page 5. Last page of the UHC Check Register for the Week.
- Page 6. List of payments deemed not reimbursable.
- Page 7. Journal Entry for the reimbursement.

DATE: September 1, 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: August 14, 2009  
 TO: August 20, 2009

**REIMBURSEMENT REQUESTED: \$ 826,948.05**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	1,342,973.31
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: August 25, 2009	\$	(516,025.43)
	\$	-
Adjust to balance per UHC	\$	0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$	826,948.05
PAYMENTS DEEMED NOT REIMBURSABLE	\$	-
TRANSFER OF FUNDS REQUESTED:	\$	826,948.05

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

All claims over \$25,000 (2 this week totaling \$65,470.03) 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 (\$116,820.49) 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.

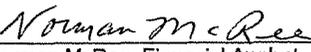
All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$52,997.64.

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.

  
 Dan Mansour, Risk Manager      8-24-09  
 \_\_\_\_\_  
 Date

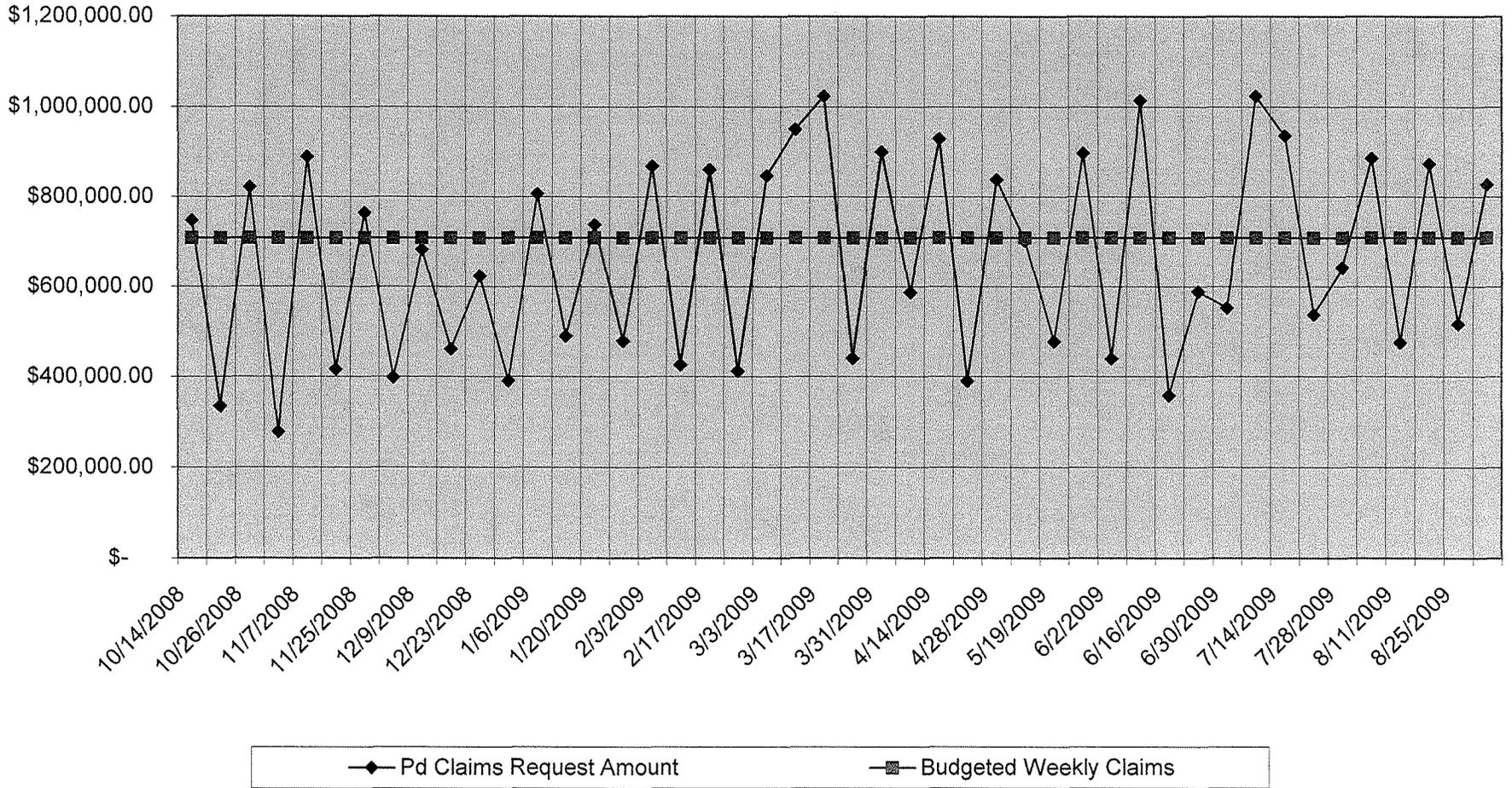
  
 Cindy Purinton, Benefit Contract Administrator      8-24-09  
 \_\_\_\_\_  
 Date

  
 Norman McRee, Financial Analyst      8/21/09  
 \_\_\_\_\_  
 Date

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

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

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## TRAVIS COUNTY EMPLOYEE BENEFIT PLAN FY09 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
9/26/08-10/02/2008	10/14/2008	\$ 747,324.53	\$ 708,314.75	0	\$ -
10/3/08-10/09/08	10/21/2008	\$ 335,512.06	\$ 708,314.75	2	\$ 90,581.80
10/10/08-10/16/08	10/26/2008	\$ 821,392.23	\$ 708,314.75	1	\$ 27,830.00
10/17/08-10/23/08	11/4/2008	\$ 278,558.66	\$ 708,314.75	1	\$ 25,794.46
10/24/08-10/30/08	11/7/2008	\$ 889,154.23	\$ 708,314.75	3	\$ 241,152.98
10/31/08-11/06/08	11/18/2008	\$ 416,144.12	\$ 708,314.75	1	\$ 43,401.87
11/07/08-11/13/08	11/25/2008	\$ 764,495.13	\$ 708,314.75	1	\$ 25,086.80
11/14/08-11/20/08	12/2/2008	\$ 398,204.17	\$ 708,314.75	1	\$ 29,800.00
11/21/08-11/27/08	12/9/2008	\$ 681,975.72	\$ 708,314.75	0	\$ -
11/28/08-12/04/08	12/16/2008	\$ 461,401.09	\$ 708,314.75	1	\$ 52,900.00
12/05/08-12/11/08	12/23/2008	\$ 623,235.92	\$ 708,314.75	1	\$ 75,029.80
12/12/08-12/18/08	12/30/2008	\$ 391,245.55	\$ 708,314.75	1	\$ 29,333.31
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
7/10/09-7/16/09	7/28/2009	\$ 641,691.60	\$ 708,314.75	4	\$ 176,175.78
7/17/09-7/23/09	8/4/2009	\$ 885,761.53	\$ 708,314.75	1	\$ 47,338.30
7/24/09-7/30/09	8/11/2009	\$ 475,109.52	\$ 708,314.75	1	\$ 51,607.41
7/31/09-8/6/09	8/18/2009	\$ 872,998.39	\$ 708,314.75	4	\$ 144,890.30
8/7/09-8/13/09	8/25/2009	\$ 516,025.43	\$ 708,314.75	0	\$ -
8/14/09-8/20/09	9/1/2009	\$ 826,948.05	\$ 708,314.75	2	\$ 65,470.03

Paid and Budgeted  
Claims - to date

\$ 30,536,238.78    \$ 32,582,478.50

Amount Under  
Budget

\$ (2,046,239.72)

Not predictive of impact on reserve,  
intended to show relationship of weekly  
budget to weekly claims cost.

Last Updated 08-27-09 at 5:30pm

From: <SIFS FAX@UHC.COM>  
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>  
Date: 8/21/2009 5:06 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: 2009-08-21 REQUEST AMOUNT: \$1,342,973.31

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2009-08-20	\$757,866.38
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
<b>= UNDER DEPOSIT:</b>	<b>\$1,180,851.62</b>
+ CURRENT DAY NET CHARGE:	\$162,121.69
+ FUNDING ADJUSTMENTS:	\$00.00
<b>REQUEST AMOUNT:</b>	<b>\$1,342,973.31</b>

ACTIVITY FOR WORK DAY: 2009-08-14

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$349,195.23	\$00.00	\$349,195.23
<b>TOTAL:</b>	<b>\$349,195.23</b>	<b>\$00.00</b>	<b>\$349,195.23</b>

ACTIVITY FOR WORK DAY: 2009-08-17

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$119,221.70	\$00.00	\$119,221.70

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UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009\_08\_20

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	-274.25	O8	19707252	AH		9	8/13/2009	50	8/19/2009	8/20/2009
701254	632	-274.25	O8	19707251	AH		9	8/13/2009	50	8/19/2009	8/20/2009
701254	632	-395.11	UX	46626502	AA		6	8/12/2009	50	8/18/2009	8/20/2009
701254	632	-395.56	NN	SSN0000C	AL		0	8/14/2009	600	8/20/2009	8/20/2009
701254	632	-400.83	NN	1301823	AE		9	8/20/2009	200	8/17/2009	8/20/2009
701254	632	-417.24	NN	SSN0000C	AL		0	8/13/2009	600	8/19/2009	8/20/2009
701254	632	-420	NN	SSN0000C	AL		0	8/14/2009	600	8/20/2009	8/20/2009
701254	632	-462.56	O5	45184062	A		11	8/13/2009	50	8/19/2009	8/20/2009
701254	632	-504.69	NN	1051618	AH		7	8/20/2009	200	8/17/2009	8/20/2009
701254	632	-528.39	UX	46627064	AH		7	8/14/2009	50	8/20/2009	8/20/2009
701254	632	-543.08	NN	1311041	AH		6	8/20/2009	200	8/17/2009	8/20/2009
701254	632	-576.56	NN	1698503	AE		9	8/20/2009	200	8/17/2009	8/20/2009
701254	632	-619.48	NN	967409	AH		8	8/20/2009	200	8/17/2009	8/20/2009
701254	632	-1268.39	UX	51229736	AE		9	8/12/2009	50	8/18/2009	8/20/2009
701254	632	-1563	NN	1447646	AH		1	8/20/2009	200	8/17/2009	8/20/2009
701254	632	-1976		26 148651	AA		7	8/18/2009	50	8/21/2009	8/20/2009
701254	632	-2239.38	UX	44789321	AH		1	8/11/2009	50	8/17/2009	8/20/2009
701254	632	-2625.7	NN	SSN0000C	AL		0	8/11/2009	600	8/17/2009	8/20/2009
701254	632	-24014.3	NN	SSN0000C	AL		0	8/12/2009	600	8/18/2009	8/20/2009

826,948.05

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

## *UHC Payments Deemed Not Reimbursable*

For the payment week ending: 08/20/2009

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
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**Total:** \$0.00

6

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

## Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 8/20/2009

<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b>CEPO</b>		
	EE	
	<b>526-1145-522.45-28</b>	<b>105,266.61</b>
	RR	
	<b>526-1145-522.45-29</b>	<b>14,515.95</b>
Total CEPO		\$119,782.56
<b>EPO</b>		
	EE	
	<b>526-1145-522.45-20</b>	<b>167,242.04</b>
	RR	
	<b>526-1145-522.45-21</b>	<b>35,386.07</b>
Total EPO		\$202,628.11
<b>PPO</b>		
	EE	
	<b>526-1145-522.45-25</b>	<b>440,373.47</b>
	RR	
	<b>526-1145-522.45-26</b>	<b>64,163.91</b>
Total PPO		\$504,537.38
Grand Total		\$826,948.05

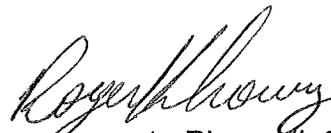
# **15**

### Travis County Commissioners Court Agenda Request

Voting Session 9/1/09  
(Date)

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

**I. Request made by:**



**Roger A. El Khoury, M.S., P.E., Director, Facilities Management** Phone # 854-4579

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

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

**II. Additional Information**

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

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

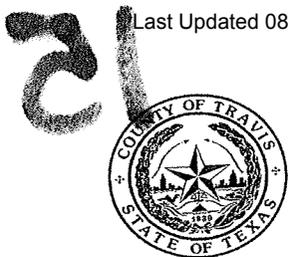
\_\_\_\_\_ Planning and Budget Office (854-9106)

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

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

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

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



# HRMD

*Human Resources Management Department*

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

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

**September 1, 2009**

**ITEM # :**

**DATE:** August 21, 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:** Roger A. El Khoury, M.S., P.E., Director, Facilities Management

**FROM:** Todd L. Osburn, Compensation Manager, HRMD *T.L.O.*

**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 Todd L. Osburn at 854-2744.

RAE/TLO/clr

**Attachments**

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

**WEEKLY PERSONNEL AMENDMENTS --- ROUTINE**

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
<b>Civil Courts</b>	126	Attorney II**	22 / \$61,345.60	22 / \$61,345.60
<b>Constable 3</b>	17	Court Clerk I	13 / Level 2 / \$31,262.40	13 / Level 2 / \$31,262.40
<b>Juvenile Court</b>	208	Juvenile Probation Ofcr II	15 / Level 4 / \$37,814.40	15 / Level 4 / \$37,814.40
<b>Juvenile Court</b>	413	Juvenile Res Trt Ofcr I**	12 / Level 4 / \$30,888.00	12 / Level 4 / \$30,888.00
<b>Juvenile Court</b>	497	Juvenile Res Trt Ofcr I	12 / Level 3 / \$30,056.00	12 / Level 3 / \$30,056.00
<b>Tax Collector</b>	144	Tax Specialist III	15 / Minimum / \$33,764.43	15 / Minimum / \$33,764.43
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
<b>Constable 3</b>	50013	Court Clerk I*	13 / \$15.03	13 / \$15.03	05
<b>Fac Mgmt</b>	20072	Engineering Spec	17 / \$20.00	17 / \$20.00	02
<b>Fac Mgmt</b>	50076	Building Ops Worker	10 / \$11.58	10 / \$11.58	05
<b>Fac Mgmt</b>	50079	Building Ops Worker	10 / \$11.58	10 / \$11.58	05
<b>HHS</b>	20021	Office Specialist	10 / \$12.97	10 / \$12.97	02
<b>* Regular to Temporary</b>		<b>** Temporary Status Type Codes:</b> (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
Juvenile Court	Slot 50319 / Office Specialist* / Grd 10 / \$11.92	Juvenile Court	Slot 50319 / Cert Nursing Asst / Grd 10 / \$11.92	Lateral transfer.
* Actual vs Authorized				

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	299	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	459	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	861	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
* 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
District Clerk	Slot 30 / Court Clerk I / Grd 13 / \$31,300.46	District Clerk	Slot 23 / Court Clerk II / Grd 15 / \$34,430.50	Promotion. Pay is between min and midpoint of pay grade.
District Clerk	Slot 37 / Court Clerk I / Grd 13 / \$30,401.26	District Clerk	Slot 26 / Court Clerk II / Grd 15 / \$33,764.43	Promotion. Pay is at minimum of pay grade.
District Clerk	Slot 104 / Court Clerk Asst / Grd 11 / \$29,928.21	District Clerk	Slot 61 / Court Clerk I / Grd 13 / \$32,921.21	Promotion. Pay is between min and midpoint of pay grade.
HHS	Slot 203 / Planner Sr / Grd 20 / Full-time \$56,559.72	HHS	Slot 203 / Planner Sr / Grd 20 / Part-time \$35,349.83	Status change from full-time to part-time (40 hrs to 25 hrs).
JP Pct 2	Slot 20 / Accountant Sr / Grd 18 / \$45,300.60	JP Pct 2	Slot 20 / Accountant Sr / Grd 18 / \$48,796.80	Salary adjustment. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Juvenile Court</b>	Slot 123 / Office Asst / Grd 8 / \$26,229.17	<b>HRMD</b>	Slot 13 / Human Resources Assistant I / Grd 12 / \$28,392.00	Promotion. Pay is between min and midpoint of pay grade.
<b>Juvenile Court</b>	Slot 93 / Enforcement Officer II / Grd 15 / \$47,130.66	<b>Juvenile Court</b>	Slot 200 / Office Specialist / Grd 10 / \$34,917.38	Employee demoted from pay grade 15 to 10. HRMD reviewed supporting documents. Pay is between midpoint and max of pay grade.
<b>Tax Collector</b>	Slot 8 / Tax Supervisor / Grd 18 / \$62,022.48	<b>Tax Collector</b>	Slot 15 / Tax Supervisor Succession / Grd 18 / \$62,022.48	Lateral transfer. Employee transferred to different slot, to Succession position, same department, same pay grade, retains current pay. Ending on 10/31/09.
<b>* Actual vs Authorized</b>				

**BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.**

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

\_\_\_\_\_  
**Ron Davis, Commissioner, Pct. 1**

\_\_\_\_\_  
**Sarah Eckhardt, Commissioner, Pct. 2**

\_\_\_\_\_  
**Karen L. Huber, Commissioner, Pct. 3**

\_\_\_\_\_  
**Margaret Gomez, Commissioner, Pct. 4**

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

16 ✓

Voting Session: September 1, 2009

**I. A. Request made by:**



Roger A. El Khoury, M.S., P.E., Director, Facilities Management Dept Phone #: 854-4579  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

**B. Requested text:** CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM A LOCAL BUSINESS PERSON TO SET UP AND OPERATE A HOT DOG VENDING CART ON TRAVIS COUNTY PROPERTY LOCATED AT 5501 AIRPORT BOULEVARD.

**C. Approved by:** \_\_\_\_\_  
Signature of Commissioner or Judge

**II.**

- A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

John Hille, Assistant County Attorney, 49415  
Cyd Grimes, Purchasing Agent, 49700

**III.**

Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 AUG 25 PM 4:13



## FACILITIES MANAGEMENT DEPARTMENT

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

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

### MEMORANDUM

**TO:** Members of the Commissioners Court

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

**DATE:** August 25, 2009

**SUBJECT:** 5501 Airport Blvd Property  
Hot Dog Vending Cart Survey and Location

A handwritten signature in black ink that reads "Roger A. El Khoury".

### Proposed Motion:

Consider and take appropriate action on request from a local business person to set up and operate a hot dog vending cart on Travis County property located at 5501 Airport Boulevard.

### Summary and Staff Recommendation:

Commissioners Court directed the Facilities Management Department (FMD) to survey the interest in vending cart services. FMD contacted department heads and managers with staff members located at the 5501 Airport Boulevard location. FMD requested feedback from the employees indicating either support for this type service, are opposed to this service or have no opinion. A good segment of the employee population responded and results by department are as follows:

Department	Number Responding	Number in Support	Number Opposed	Number Without Opinion
Tax Assessor/Collector	51	16	0	35
County Clerk	48	42	3	3
RMCR Print & Imaging	16	9	0	7
CES	18	14	1	3
Emergency Services	8	0	0	8
Wellness Clinic (MD)	1	0	1	0
<b>Totals</b>	<b>142</b>	<b>81</b>	<b>5</b>	<b>56</b>
<b>Percentage of Responses</b>	<b>100%</b>	<b>57%</b>	<b>4%</b>	<b>39%</b>

Some comments with the survey responses included opposition that hotdogs are high in sodium and fat, and as such are not a healthy eating choice. Other 32 responders included requests to add different food items and 15 requested healthy options with the vending cart.

Facilities Management Department staff looked into possible locations for the vending cart. Exhibit one reflects where FMD feels would be the best location for the vending cart. This location is near the outside covered employee break area, and also to the north end of the parking lot, which should entice personnel from the Keith Ruiz Building to also visit the vendor. This location will keep congestion away from the main entries to the buildings and limit congestion in the main parking lot.

FMD has been in contact with the Purchasing Office and they are ready to assist should the Court direct proceeding with a Request for Proposal for this type concession service at the 5501 Airport Boulevard location.

**Background:**

On July 28, 2009, Facilities Management Department (FMD) brought an inquiry from Ms. Cheryl Goldberg with “It’s a Doggie Dog World” to the Commissioners Court about securing permission to operate a hot dog vending cart on the County property at 5501 Airport Boulevard. Ms. Goldberg also appeared at Commissioners Court to explain her request and to respond to questions from the Court. Following the presentation, the Commissioners Court provide direction to the staff to 1) touch base with the Tax Assessor and County Clerk to see if the employees in those departments at this location are interested in this type concession, and 2) look into better sites for the vending cart other than the sites proposed by Ms. Goldberg, and 3) look into the possibility of issuing an appropriate RFP, especially one that would have some financial return to the County.

**Budgetary and Fiscal Impact:**

FY09: None

FY10: Possible revenue generation, amount to be determined.

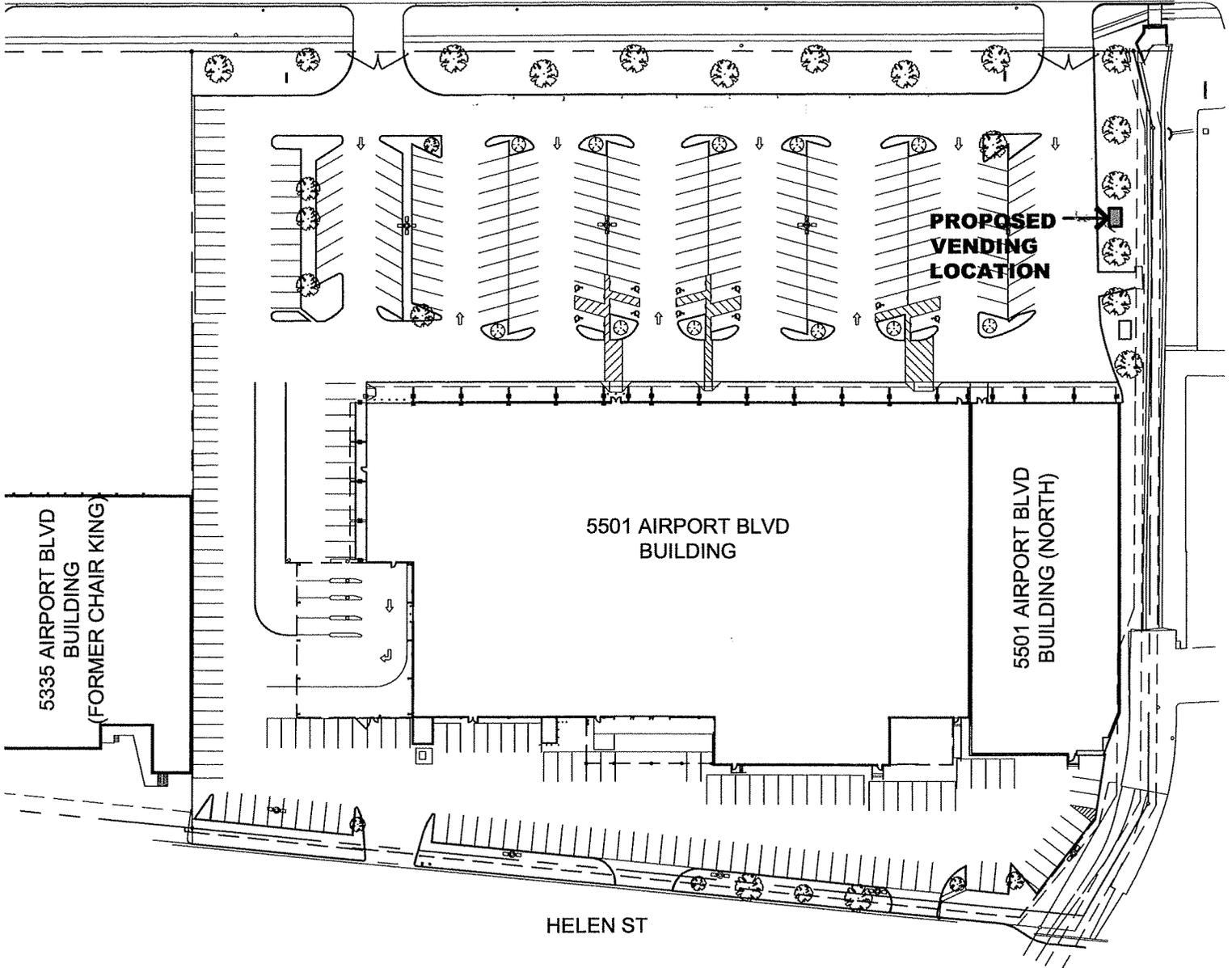
**Required Authorizations:**

County Attorney: John Hille, Jr., Assistant County Attorney  
Planning and Budget: N/A  
Purchasing: N/A

**Exhibit:**

1. Proposed Vending Location

AIRPORT BLVD



SITE PLAN

1"=100'-0" 01

**FACILITIES  
MANAGEMENT  
DEPARTMENT**

Roger A. El Khoury, M.S., P.E., Director  
1010 Lavaca, Suite 400  
P.O. Box 1748  
Austin, Texas 78767  
(512)854-9661



**PROPOSED  
VENDING LOCATION**

**5501 AIRPORT BLVD  
AUSTIN, TEXAS**

**1**

**SHEET NO.**

17

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

**Voting Session:** SEPTEMBER 1, 2009

I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES  
Phone #: 854-4416

(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING  
SUPPLEMENTAL EMPLOYMENT AGREEMENTS BETWEEN THE  
FOLLOWING FORENSIC INVESTIGATORS AND TRAVIS COUNTY:

- A. INNA HOLMES
- B. YVETTE MURRIETA

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:  
Daniel Bradford, County Attorney 854-9415  
Beth Devery, CAO, Medical Examiner's Office 854-6885

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)  
 \_\_\_\_\_ Additional funding for any department or for any purpose  
 \_\_\_\_\_ Transfer of existing funds within or between any line item  
 \_\_\_\_\_ Grant

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

Purchasing Office (854-9700)  
 \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)  
 \_\_\_\_\_ Contract, Agreement, Policy & Procedure

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



**TRAVIS COUNTY  
OFFICE OF THE MEDICAL EXAMINER**

**1213 Sabine Street  
PO Box 1748  
Austin, TX 78767  
Tel: (512) 854-9599  
Fax: (512) 854-9044**

**DAVID DOLINAK, MD**  
Diplomate of American Board of Pathology  
CHIEF MEDICAL EXAMINER

**BETH DEVERY, RN, JD**  
CHIEF ADMINISTRATIVE OFFICER

**MEMORANDUM**

**DATE:** August 25, 2009

**TO:** Travis County Commissioners Court

**THROUGH:** Danny Hobby, Executive Manager, Emergency Services *[Signature]*

**FROM:** David Dolinak, MD, Chief Medical Examiner *[Signature]* (Dolinak) 8/25/09

**RE:** Supplemental Employment Agreements with Forensic Medical Examiner Investigators

**Proposed Motion**

Consider and take appropriate action regarding supplemental employment agreements between the following forensic medical examiner investigators and Travis County:

- A. Inna Holmes
- B. Yvette Murrieta

**Summary/Background**

In March of 2009, our office requested a transfer of temporary salary savings funds of \$37,440 to create two part-time contract investigator positions. Our investigative workload has increased steadily each year. We currently have eight full time investigators, a forensic nurse investigator and a chief investigator. Since 2005, our caseload has increased 34%. We requested two 20hr/wk contract investigators to address our current staffing needs while we develop a long term strategy to address future needs. The transfer of funds was approved by the Court in April of 2009. Since that time, we have been working with Purchasing and the County Attorney's office to create these two positions. It was agreed that establishing these positions as part-time temporary employees may be less problematic than creating them as independent contractors. We modeled the part-time temporary investigator positions after the part-time temporary pathologist positions we created and implemented in 2006 and 2007.

The part-time temporary investigators will be paid on an hourly basis and will be scheduled during our shortage times (most likely weekends and nights) once their training is completed. It is anticipated that they will work approximately 20 hrs per week. Both have other full-time jobs. During this time, we will evaluate the effectiveness of these positions and determine what our next

steps will be. We may also decide to consider some other strategy for meeting our investigator staffing needs. Staffing our investigative staff 24 hours a day seven days a week presents its challenges. Creating and testing these part-time temporary positions will give us an opportunity to assess its impact and guide our office in developing long term strategies. It will also give us an opportunity to assess the work of the temporary employees.

The supplemental agreement outlines the expectations of our office and those of the part-time temporary employees. The attached agreement is very similar to the one used when our office hired part-time temporary physicians to assist with autopsies until our office was fully staffed.

## SUPPLEMENTAL EMPLOYMENT CONTRACT FOR FORENSIC MEDICAL EXAMINER INVESTIGATOR

This contract is between Travis County, a political subdivision of the State of Texas, ("County") and Inna Holmes, a forensic medical examiner investigator ("Investigator").

### RECITALS

County, under its authority in TEX. CRIM. PROC. CODE ANN. art. 49.25, has established a medical examiner's office and employs Investigator. Because of the unique nature of this position, County has negotiated the provisions in this contract to supplement the terms and conditions of employment that apply to all County employees.

### AGREEMENT

The parties agree to the terms and conditions stated in this contract.

#### 1.0 **DEFINITIONS.**

In this contract:

- 1.01 **"Chief Investigator"** means the Chief Investigator for the Travis County Medical Examiner's Office.
- 1.02 **"Commissioners Court"** means Travis County Commissioners Court or such county executive assigned or delegated supervisory responsibility for the Medical Examiner's Office.
- 1.03 **"Medical Examiner"** means the Travis County Medical Examiner.
- 1.04 **"Medical Examiner's Office"** means the Travis County Medical Examiner's Office.
- 1.05 **"Pathologists"** means the physicians who are employees in the Medical Examiner's Office who perform Medical Examiner Services.

#### 2.0 **TERM.**

- 2.01 This contract commences at 12:00 a.m. on September 1, 2009.
- 2.02 This contract terminates at Commissioners Court's pleasure or when funding for the position is no longer available.

#### 3.0 **INVESTIGATOR'S RESPONSIBILITIES.**

- 3.01 *Investigator Services.* Investigator shall provide services on an as needed basis to be determined by the Chief Investigator, including:
- 3.01.1 Investigating physical and medical aspects of natural and unnatural deaths by responding to scenes or taking reports or other information over the telephone.
  - 3.01.2 Preparing initial reports, supplemental reports, documenting physical and medical aspects observed at the death site and on the body of the decedent.
  - 3.01.3 Investigating death scenes by attending the scene; interviewing various law-enforcement and government agencies and the decedent's family and friends; photographing the scene; collecting evidence; notifying decedent's family of death; securing and taking inventory of decedent's property; aiding in transporting decedent to the morgue; collecting information; and following up with cases and related issues as needed.
  - 3.01.4 Performing other job-related investigative services at the Chief Investigator's or Pathologist's request.
- 3.02 *Hours.* Investigator's hours and days of service will vary depending on the work load, but Investigator shall be available to provide services on a weekly basis, including evenings, nights and weekends. The Chief Investigator will determine the hours and days of service.
- 3.03 *Ethical and Legal Standards.* In addition to complying with all Travis County and Medical Examiner policies, procedures, and guidelines, Investigator shall exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and best professional judgment. And Investigator shall comply with all federal, state, county, and city laws, rules, regulations applicable to providing the services described in this agreement. And Investigator shall consider confidential information received in the course of service to Travis County and shall not release information either verbally, in writing or by other manner unless release of information is part of specifically assigned duties.

#### 4.0 **COUNTY RESPONSIBILITIES.**

- 4.01 *Employee Status.* County employs Investigator as a forensic medical examiner investigator in the Medical Examiner's Office. Investigator is a non-exempt, part time temporary employee of County, without guaranteed hours or duration of employment. Investigator is entitled to the employee benefits annually approved by Commissioners Court for all part-time temporary employees. Investigator is subject to the Personnel Guidelines, Policies and Procedures stated in Chapters 9 and 10 of the Travis County Code as they apply to non-exempt, part time temporary employees.

4.02 *Compensation.* County shall pay Investigator at a rate of eighteen dollars (\$18) per hour. Investigator shall submit a detailed invoice identifying days and hours worked each week, to the Chief Investigator, in addition to submitting County time sheets per County policy.

4.03 *Required Facilities.* County shall provide Investigator with office space, equipment, supplies, instruments and items of apparel that County finds to be reasonably necessary for the Investigator's services under this contract.

5.0 **EXPRESS ACKNOWLEDGEMENT.**

5.01 *Personal Services.* Investigator expressly acknowledges that this contract is a personal and professional services contract and that all duties and responsibilities in it must be performed by Investigator personally and cannot be assigned or subcontracted without the prior approval of Commissioners Court.

6.0 **COUNTY RETENTION OF RECORDS.**

6.01 All work products produced under this contract including histories, photographs, or personal and regular files concerning decedents remain the property of County. All records, reports and correspondence prepared by Investigator belong to and remain the property of County.

7.0 **AMENDMENTS.**

7.01 Unless specifically provided otherwise in this contract, any change to the terms of this contract shall be made in writing and signed by both parties. It is acknowledged by Investigator that no officer, agent, employee or representative of County has any authority to change the terms of this contract or any attachments to it unless expressly granted that authority by Commissioners Court.

8.0 **ASSIGNABILITY.**

8.01 Investigator acknowledges that no officer, agent, employee or representative of County has any authority to assign any part of this contract unless the Commissioners Court expressly granted that authority.

9.0 **NON-WAIVER OF DEFAULT.**

9.01 *County Non-Waiver.* No County payment, act or omission may constitute or be construed as a waiver of any Investigator breach or default that then exists or may subsequently exist.

9.02 *County Reservation of Rights.* All County rights under this contract are specifically

reserved and any payment, act or omission shall not impair or prejudice any County remedy or right under it. No right or remedy in this contract shall preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.03 *Investigator Non-Waiver.* No Investigator payment, act or omission may constitute or be construed as a waiver of any County breach or default that then exists or may subsequently exist.

9.04 *Investigator Reservation of Rights.* All rights of Investigator under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right of Investigator under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

## 10.0 **TERMINATION.**

10.01 *County Termination.* County has the right to terminate this contract, in whole or in part, with or without notice, at any time.

10.02 *Investigator Termination.* Investigator has the right to terminate this contract, in whole or in part, with or without notice, at any time.

10.03 *Post Termination Compensation.* If this contract is terminated, Investigator shall be entitled to receive only the compensation accrued but unpaid as of the date of termination and shall not be entitled to additional compensation not expressly provided in this contract.

10.04 *Post Termination Liability.* If this contract is terminated, Investigator shall return all County facilities, equipment, supplies, instruments and items of apparel that have been assigned to him, are in his possession or are under his control to County. If Investigator fails, refuses or neglects to return these items to County, Investigator shall pay County the fair market value of any items that are not returned.

## 11.0 **NOTICES.**

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

- 11.02 *County Address.* The address of County for all purposes under this contract shall be:

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

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

Honorable David Escamilla (or his successor in office)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
File No. 174.1068

- 11.03 *Investigator Address.* The address of the Investigator for all purposes under this contract and for all notices hereunder shall be:

2010 Charlotte Way  
Round Rock  
Texas 78664

- 11.04 *Change of Address.* Each party may change the address for notice to it by giving notice of the change in compliance with 11.0.

12.0 **INTERPRETATION OF CONTRACT.**

- 12.01 *Law and Venue.* This contract is governed by the laws of the State of Texas and all obligations under this contract shall be performable in Travis County, Texas.

- 12.02 *Severability.* If any portion of this contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

- 12.03 *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.

- 12.04 *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.

12.05 *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.

13.0 **EXEMPTION FROM COUNTY PURCHASING ACT.**

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

14.0 **DUPLICATE ORIGINALS.**

14.01 This document is executed in duplicate originals.

TRAVIS COUNTY

INVESTIGATOR

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

  
\_\_\_\_\_  
Inna Holmes

\_\_\_\_\_  
Date

8/24/09  
\_\_\_\_\_  
Date

## SUPPLEMENTAL EMPLOYMENT CONTRACT FOR FORENSIC MEDICAL EXAMINER INVESTIGATOR

This contract is between Travis County, a political subdivision of the State of Texas, ("County") and Yvette Murrieta, a forensic medical examiner investigator ("Investigator").

### RECITALS

County, under its authority in TEX. CRIM. PROC. CODE ANN. art. 49.25, has established a medical examiner's office and employs Investigator. Because of the unique nature of this position, County has negotiated the provisions in this contract to supplement the terms and conditions of employment that apply to all County employees.

### AGREEMENT

The parties agree to the terms and conditions stated in this contract.

#### 1.0 DEFINITIONS.

In this contract:

- 1.01 "**Chief Investigator**" means the Chief Investigator for the Travis County Medical Examiner's Office.
- 1.02 "**Commissioners Court**" means Travis County Commissioners Court or such county executive assigned or delegated supervisory responsibility for the Medical Examiner's Office.
- 1.03 "**Medical Examiner**" means the Travis County Medical Examiner.
- 1.04 "**Medical Examiner's Office**" means the Travis County Medical Examiner's Office.
- 1.05 "**Pathologists**" means the physicians who are employees in the Medical Examiner's Office who perform Medical Examiner Services.

#### 2.0 TERM.

- 2.01 This contract commences at 12:00 a.m. on September 1, 2009.
- 2.02 This contract terminates at Commissioners Court's pleasure or when funding for the position is no longer available.

#### 3.0 INVESTIGATOR'S RESPONSIBILITIES.

- 3.01 *Investigator Services.* Investigator shall provide services on an as needed basis to be determined by the Chief Investigator, including:
- 3.01.1 Investigating physical and medical aspects of natural and unnatural deaths by responding to scenes or taking reports or other information over the telephone.
  - 3.01.2 Preparing initial reports, supplemental reports, documenting physical and medical aspects observed at the death site and on the body of the decedent.
  - 3.01.3 Investigating death scenes by attending the scene; interviewing various law-enforcement and government agencies and the decedent's family and friends; photographing the scene; collecting evidence; notifying decedent's family of death; securing and taking inventory of decedent's property; aiding in transporting decedent to the morgue; collecting information; and following up with cases and related issues as needed.
  - 3.01.4 Performing other job-related investigative services at the Chief Investigator's or Pathologist's request.
- 3.02 *Hours.* Investigator's hours and days of service will vary depending on the work load, but Investigator shall be available to provide services on a weekly basis, including evenings, nights and weekends. The Chief Investigator will determine the hours and days of service.
- 3.03 *Ethical and Legal Standards.* In addition to complying with all Travis County and Medical Examiner policies, procedures, and guidelines, Investigator shall exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and best professional judgment. And Investigator shall comply with all federal, state, county, and city laws, rules, regulations applicable to providing the services described in this agreement. And Investigator shall consider confidential information received in the course of service to Travis County and shall not release information either verbally, in writing or by other manner unless release of information is part of specifically assigned duties.

#### 4.0 **COUNTY RESPONSIBILITIES.**

- 4.01 *Employee Status.* County employs Investigator as a forensic medical examiner investigator in the Medical Examiner's Office. Investigator is a non-exempt, part time temporary employee of County, without guaranteed hours or duration of employment. Investigator is entitled to the employee benefits annually approved by Commissioners Court for all part-time temporary employees. Investigator is subject to the Personnel Guidelines, Policies and Procedures stated in Chapters 9 and 10 of the Travis County Code as they apply to non-exempt, part time temporary employees.

- 4.02 *Compensation.* County shall pay Investigator at a rate of eighteen dollars (\$18) per hour. Investigator shall submit a detailed invoice identifying days and hours worked each week, to the Chief Investigator, in addition to submitting County time sheets per County policy.
- 4.03 *Required Facilities.* County shall provide Investigator with office space, equipment, supplies, instruments and items of apparel that County finds to be reasonably necessary for the Investigator's services under this contract.
- 5.0 **EXPRESS ACKNOWLEDGEMENT.**
- 5.01 *Personal Services.* Investigator expressly acknowledges that this contract is a personal and professional services contract and that all duties and responsibilities in it must be performed by Investigator personally and cannot be assigned or subcontracted without the prior approval of Commissioners Court.
- 6.0 **COUNTY RETENTION OF RECORDS.**
- 6.01 All work products produced under this contract including histories, photographs, or personal and regular files concerning decedents remain the property of County. All records, reports and correspondence prepared by Investigator belong to and remain the property of County.
- 7.0 **AMENDMENTS.**
- 7.01 Unless specifically provided otherwise in this contract, any change to the terms of this contract shall be made in writing and signed by both parties. It is acknowledged by Investigator that no officer, agent, employee or representative of County has any authority to change the terms of this contract or any attachments to it unless expressly granted that authority by Commissioners Court.
- 8.0 **ASSIGNABILITY.**
- 8.01 Investigator acknowledges that no officer, agent, employee or representative of County has any authority to assign any part of this contract unless the Commissioners Court expressly granted that authority.
- 9.0 **NON-WAIVER OF DEFAULT.**
- 9.01 *County Non-Waiver.* No County payment, act or omission may constitute or be construed as a waiver of any Investigator breach or default that then exists or may subsequently exist.
- 9.02 *County Reservation of Rights.* All County rights under this contract are specifically

reserved and any payment, act or omission shall not impair or prejudice any County remedy or right under it. No right or remedy in this contract shall preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

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10.04 *Post Termination Liability.* If this contract is terminated, Investigator shall return all County facilities, equipment, supplies, instruments and items of apparel that have been assigned to him, are in his possession or are under his control to County. If Investigator fails, refuses or neglects to return these items to County, Investigator shall pay County the fair market value of any items that are not returned.

## 11.0 **NOTICES.**

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

- 11.02 *County Address.* The address of County for all purposes under this contract shall be:

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

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

Honorable David Escamilla (or his successor in office)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
File No. 174.1068

- 11.03 *Investigator Address.* The address of the Investigator for all purposes under this contract and for all notices hereunder shall be:

8910 N. Loop 1604 West  
Apt 612  
San Antonio, TX 78249

- 11.04 *Change of Address.* Each party may change the address for notice to it by giving notice of the change in compliance with 11.0.

**12.0 INTERPRETATION OF CONTRACT.**

- 12.01 *Law and Venue.* This contract is governed by the laws of the State of Texas and all obligations under this contract shall be performable in Travis County, Texas.
- 12.02 *Severability.* If any portion of this contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 12.03 *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.
- 12.04 *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.

12.05 *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.

13.0 **EXEMPTION FROM COUNTY PURCHASING ACT.**

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

14.0 **DUPLICATE ORIGINALS.**

14.01 This document is executed in duplicate originals.

TRAVIS COUNTY

INVESTIGATOR

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

  
\_\_\_\_\_  
Yvette Murrieta

\_\_\_\_\_  
Date

08/20/09  
\_\_\_\_\_  
Date



# TRAVIS COUNTY PURCHASING OFFICE

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

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

18

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

*Cyd V. Grimes 8/24/09*

**Voting Session: Tuesday, September 1, 2009**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 9 TO CONTRACT NO. PS970315LB, VINSON & ELKINS L.L.P., FOR PROFESSIONAL SERVICES RELATED TO THE PURCHASE OF A NEW FINANCIAL SYSTEM. (COUNTY ATTORNEY)

**Points of Contact:**

**Purchasing:** Michael Long

**Department:** County Auditor's Office; Diana Warner, Christina Adair

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

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

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

**Other:**

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

- Modification No. 9 will increase the contract by \$65,000 for additional work relating to the purchase of a new financial system to be performed in the fall.
- Modification No. 8 increased the contract not to exceed \$30,000 for services provided to assist the County in reviewing and advising the County regarding the purchase of a new financial system including the hardware and software. The performance period for this modification will be until all tasks have been completed.
- Modification No. 7 served to increase the Contract by \$100,000 so that V&E can continue to assist the County in developing and supporting legally appropriate strategies as it relates to the implications of GASB 45 within the context of HB 2365 which will be applicable to the County's FY08 financial statements. The performance period for modification 7 will be until all tasks have been completed.
- Modification No 6 served to increase the Contract by \$70,000 for Managing Bond Counsel to continue to assist the County as it relates to GASB 45.
- Modification No. 5 increased the Contract by \$43,750 for additional services to assist in developing and supporting legally appropriate strategies to correct potential problems with the implementation of GASB 45.

• Modification No. 4, in the NTE amount of \$175,000.00, added legal services relating to Other Post-Employment Benefits (OPEB) and Texas law, and delivered legal advice and a written report or memorandum of law to the County. The work consisted of four task areas: gathering and review of information, legal research, application of law to facts, and development of report.

The report contained advice that allowed the County to make sound operational decisions during the implementation of new accounting requirements under GASB45 relating to OPEB.

- Modification No. 3 came as a result of the contractor providing Tiburon transaction services and requesting payment for services which exceeded the approved contract amount by \$3,206.03 for an amount of \$38,206.03. Under the current terms of the agreement, the County was unable to pay for Tiburon transaction services an amount which exceeded \$35,000.00. On September 24, 2001, Purchasing sent written notice disputing the additional payment. On October 9, 2001, the contractor requested a modification to the contract to allow payment of the additional services provided in the amount of \$3,206.03. The Department (ITS) requested Travis County to pay the additional \$3,206.03
- Modification No. 2 was executed July 31, 2001 to allow the amount not to exceed \$25,000 in Modification No. 1 to be increased \$10,000 for an amount not to exceed \$35,000 for the Tiburon transactions.
- Modification No. 1 was executed April 16, 2001 to allow Vinson & Elkins to provide additional legal services of reviewing and advising County as to two software related agreements at an amount not to exceed \$25,000.
- The Original Agreement was executed August 19, 1997 for Managing Bond Counsel Professional Services on an as-needed basis.

➤ **Contract Expenditures:** Within the last 12 months \$91,284.21 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$25,000 as needed

Contract Type: Professional Services

Contract Period: August 19, 1997 through December 30, 1997

➤ **Contract Modification Information:**

Modification Amount: \$65,000 NTE

Modification Type: N/A

Modification Period: August 1, 2009 until completion

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 478411

Funding Account(s) 001 0610 516 4012

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

STEPHEN H. CAPELLE  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

314 W. 11<sup>TH</sup> STREET  
GRANGER BLDG., SUITE 420  
AUSTIN, TEXAS 78701

P. O. BOX 1748  
AUSTIN, TEXAS 78767

(512) 854-9513  
FAX: (512) 854-4808



**TRANSACTIONS DIVISION**

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

STACY WILSON

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

DANIEL BRADFORD

\*CHRISTOPHER GILMORE

SARAH F. CHURCHILL

† Member of the College  
of the State Bar of Texas

\*Board Certified  
Commercial Real Estate Law  
Texas Board of Legal Specialization

August 3, 2009

Mr. Mike Long, Purchasing Assistant  
Travis County Purchasing Office  
P.O. Box 1748  
Austin, Texas 78767

Re: Vinson & Elkins Contract Amendment for Software Advice  
Our File No. 61.329

Dear Mike:

As we have discussed, Vinson & Elkins, P.C. used the entire cost not-to-exceed amount completing the first round of work requested of them under the above referenced Contract. While no further work will be requested of them for this project until the Fall, the Auditor's office has requested that we go ahead and consider amending the contract now for additional work to be done in the Fall before the end of this Fiscal Year since the funds are available in their budget now. Mike Wichern mentioned the amount of \$65,000.00.

Thank you for processing this Amendment to the Commissioners Court as soon as possible.

Sincerely,

John C. Hille, Jr.  
Director, Transactions Division

JCH:clt

Account Balance Inquiry

Account number . . . . : 1-0610-516.40-12  
Fund . . . . . : 001 GENERAL FUND  
Department . . . . . : 06 COUNTY AUDITOR  
Division . . . . . : 10 COUNTY AUDITOR  
Activity basic . . . . : 51 GENERAL GOVERNMENT  
Sub activity . . . . . : 6 COUNTY AUDITOR  
Element . . . . . : 40 PROFESSIONAL SERVICES  
Object . . . . . : 12 LEGAL

Original budget . . . . . :	0	
Revised budget . . . . . :	200,781	08/05/2009
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd . . . . :	71,825.84	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	63,954.47	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	65,000.00	
Total expenditures & encumbrances:	200,780.31	100.0%
Unencumbered balance . . . . . :	.69	0.0

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

Purchase Requisition

Number . . . . . : 0000478411  
 Type . . . . . : 1 PURCHASE REQUISITION  
 Status . . . . . : AUDITOR APPROVAL  
 Reason . . . . . : LEGAL SERVICES BEFIT PROJECT ATTN: MIKE LONG  
 By . . . . . : JACKIE CASIAS/854-9133  
 Date . . . . . : 8/13/09  
 Vendor . . . . . : 22083 VINSON AND ELKINS LLP  
 Contract nbr . . . . . :  
 Ship to . . . . . : AD AUDITOR  
 Deliver by date . . . . . : 9/01/09  
 Buyer . . . . . :  
 Fiscal year code . . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
- 1	65000.00	DOL	LEGAL SERVICES REGARDING NEW FINANCIAL SYSTEM

Total: 65000.00

COMMENTS EXIST

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Michael Long TEL. NO: (512) 854-4850 FAX NO: (512) 854-9185	DATE PREPARED: <b>August 6, 2009</b>
ISSUED TO: Vinson & Elkins L.L.P. 2801 Via Fortuna Ste 100 Austin TX 78746	MODIFICATION NO.: <b>9</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>August 19, 1997</b>
ORIGINAL CONTRACT TERM DATES: <u>8/19/99</u> - <u>12/30/99</u>		CURRENT CONTRACT TERM DATES: <u>10/1/09</u> - <u>9/30/10</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: \$2,500.00 Current Modified Amount NTE \$65,000.00

**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.

Upon approval of this modification:

1. The contract amount is changed from \$418,750.00 (as amended by all modifications to date) to \$483,750.00, an increase of \$65,000.00. This increase serves to further assist the County in reviewing and advising County regarding the purchase of a new financial system, including hardware and software. The services will include the review of a Request for Proposal and a Contract for the new system.
2. The performance period for Modification No. 9 will be until all tasks have been completed.
3. This modification is effective August 1, 2009.

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

LEGAL BUSINESS NAME: <u>Vinson &amp; Elkins LLP</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u>	<input type="checkbox"/> CORPORATION
SIGNATURE	<input checked="" type="checkbox"/> OTHER
BY: <u>W. Glenn Opel</u>	DATE:
PRINT NAME	<u>August 17, 2009</u>
TITLE: <u>Partner</u>	
ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u>	<u>8/24/09</u>
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

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

**From:** Barbara Wilson  
**To:** Mike Long  
**Date:** 8/18/2009 4:25 PM  
**Subject:** Re: v&E

Mike,

This is to confirm that I requested that you make the amendment to the V&E contract effective on August 1, 2009 so that the increased NTE for the contract would be effective before the small amount of additional work we needed from V&E for responses to questions submitted on BidSyn.

Thanks

Barbara

>>> Mike Long 8/18/2009 2:06 PM >>>

Hi barbara,

I received the signed mods from Vinson Elkins and am ready to put together the agenda request for Sept 1. Could you send me a response in reference to the start date you wanted me to add to the mod I originally sent to V&E. I need this because it was added after marvin had already reviewed it and would like him to see that you added it.

THanks

Mike

Michael E. Long, CPPB  
Travis County Purchasing Office  
Purchasing Assistant III  
314 W. 11th St.  
Austin, TX 78701  
ph # 512 854 4850  
fax # 512 854 9185  
[mike.long@co.travis.tx.us](mailto:mike.long@co.travis.tx.us)



# TRAVIS COUNTY PURCHASING OFFICE

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

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

19

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

*Cyd V. Grimes 8/24/09*

**Voting Session: Tuesday, September 1, 2009**

**REQUESTED ACTION: APPROVE ISSUANCE OF JOB ORDER NO. 9, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT 07K00308RV, TRIMBUILT CONSTRUCTION, INC. (FM)**

**Points of Contact:**

**Purchasing:** Richard Villareal

**Department:** Facilities Management, Roger A. El Khoury, M.S., P.E., Director; Ben Noack, AIA, LEED AP, Senior Architectural Associate

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

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

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

**Other:**

RECEIVED  
COUNTY JUDGES OFFICE  
09 AUG 25 AM 9:19

➤ **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.

Facilities Management requests approval for issuance of Job Order No. 9 to Trimbuilt Construction, Inc. This job order is issued to provide minor construction and renovation services for the University Savings Building (USB) Wellness Clinic.

Construction will include concrete, framing and drywall, electrical, plumbing, millwork, painting, flooring installation, doors, HVAC system installation and fire alarm systems, for a new nurse's station and restroom. Upon approval, Job Order No. 9 will be issued at the total negotiated cost of \$40,334.00.

➤ **Contract Expenditures:** Within the last 12 months \$973,396.42 has been spent against this contract.

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is not a HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: (Req. No. 478816)
- Funding Account(s): 526-1405-525-5004
- Total Project Budget: \$44,344.00
- Construction Budget: \$42,844.00
- Miscellaneous Budget: \$1,500.00
- Comments:

➤ **Statutory Verification of Funding:**

- Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

# FACILITIES MANAGEMENT DEPARTMENT

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

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



PURCHASING OFFICE

AUG 18 PM 4:49

RECEIVED TRAVIS COUNTY

Rich 8.19.09 MB

## MEMORANDUM

FMD# USB-19-09R-4R

File: 802

**TO:** Cyd Grimes, CPM, Purchasing Agent

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

**FROM:** Ben Noack, AIA, LEED AP, Senior Architectural Associate

**DATE:** August 18, 2009

**SUBJECT:** University Savings Building (USB) Wellness Clinic  
Contract No. 07K00308RV – Job Order #09

Facilities Management Department recommends issuance of a purchase order, in the amount of \$40,334.00, to Trimbuilt Construction Inc. for construction work related to the USB Wellness Clinic. The cost proposal is fair and reasonable. The new facility will provide a new restroom and related renovations for the Travis County employee Wellness Clinic. Trimbuilt Construction Inc. is a Job-Order Contractor (JOC) currently doing work for Travis County under the above referenced contract. Funds for this purchase order are in account number 526-1405-525-5004 and are encumbered under the requisition number 478816. The performance period for this work will be 23 days.

Your assistance in posting this item for Commissioner Court approval on the August 25th, 2009 Voting Session agenda is greatly appreciated. If you have any questions or need additional information, please call Ben Noack at extension 44829.

### ATTACHMENT:

- 1) Cost Proposal from Trimbuilt Construction Inc.
- 2) Budget Summary Sheet

### COPY TO:

Amy Draper, CPA, Financial Manager, Facilities Management  
Richard Villareal, Construction Procurement Specialist, Purchasing Office

8.19.09 - spoke w/Reggie he's OK w/ placing this on far  
Sept 1, 09 in lieu of Aug 25<sup>th</sup> as requested  
above.

MB

<b>USB Wellness Clinic Renovation</b>	<b>Budget</b>	<b>Fund Encumbered to Date</b>	<b>Current Request</b>	<b>Total Costs to Date</b>	<b>Saving (Deficit)</b>
<b>Planning and Design Costs Including:</b>					
Architects and Engineering Fees; Survey/Geotech/EA/Others; Design Permits and Fees; Printing and Reproductions	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Construction Costs Including:</b>					
Construction Contract Cost; Construction Change Orders; Construction Testing; Construction Permits and Fees; Misc Construction; Construction Contingency	\$ 42,844	\$ -	\$ 40,334	\$ 40,334	\$ 2,510
<b>Misc Cost Including:</b>					
ITS: Data Cable; Phone switches; etc.../ FFE: Furniture; Fixtures, Equipment, etc.../ Security: Cameras; Panic Buttons; etc.../ Move: Boxes, Furnitures, etc..	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500
<b>Total Project</b>	<b>\$ 44,344</b>	<b>\$ -</b>	<b>\$ 40,334</b>	<b>\$ 40,334</b>	<b>\$ 4,010</b>

Last Updated 08-27-09 at 5:30pm



**Wellness Center Remodel**

1010 Lavaca Street  
 USB Building 2nd Floor  
 Austin, Texas 78767

**Total Base Bid: \$ 40,334.00**  
**Revised Price**

*Regulatory*  
 8/16/09

**Estimator: Jensen, Brad**

Date of Plans: 22-Jul-09

Architect: Travis County Facilities

Engineer: None

Date of Bid: 8/5/09

Office Sq. Ft.: 0 Warehouse Sq. Ft.: 0 Misc. Sq. Ft.: 0 Total Sq. Ft.: 0

1	Electrical		\$	1,200.00
2	HVAC		\$	1,209.00
3	Plumbing		\$	15,000.00
5	Painting		\$	1,320.00
6	Flooring		\$	917.00
9	Millwork		\$	500.00
4	Drywall Acoustical Demo		\$	4,628.89
	Drywall	\$	4,153.81	
	Acoustical	\$	141.86	
	Demo	\$	333.22	
	(Other)	\$	-	
84	Doors Frames Hardware		\$	1,477.75
14	Fire Sprinkler Systems			excluded
15	Glass Glazing		\$	403.00
22	Ceramic Stone		\$	1,782.00
7	Roofing			excluded
24	Restroom Accessories		\$	1,127.00
	Specimen pass thru, cubicle curtain, grab bars.			
26	Fire Alarm Systems		\$	2,950.00
18	Security Systems			excluded
16	Mini Blinds		\$	125.00
13	Keying Locking			excluded
37	Signage			excluded
10	Final Cleanup		\$	450.00
-	General Conditions		\$	4,605.69
30	Project Management	\$	1,290.00	
29	Supervision	\$	2,310.00	
27	General Cleaning	\$	400.00	
11	Trash Haul Offs	\$	355.69	
81	Building Protection	\$	250.00	
12	Permits Consulting			excluded
64	x-ray			excluded

Sub-Total	\$	37,695.33
Overhead & Profit %		7.00%
Overhead & Profit Total	\$	2,638.67
Total Excluding Tax	\$	40,334.00
Remodel Tax %		0.00%
Remodel Tax Total	\$	-
<b>Total Base Bid</b>	<b>\$</b>	<b>40,334.00</b>

**Qualifications to Base Bid:**

- 1 Excludes all new data and phone cabling.
- 2 All work is figured during regular business hours.
- 3 Excludes all work associated with security. (Card readers, electric locks, electric hinges, wiring, etc.)
- 4 Excludes demolition of existing cabling above ceilings.
- 5 Excludes permit, permit fees and any other associated costs.
- 6 Excludes all structural engineering, design and costs.

OK  
Raj

**APPROVED**

**TRAVIS COUNTY  
FACILITIES MANAGEMENT DEPARTMENT  
ROGER A. EL KHOURY, P.E., DIRECTOR**

PURCHASE REQUISITION NBR: 0000478816

REQUISITION BY: AMY DRAPER 854-9040

STATUS: AUDITOR APPROVAL  
REASON: NEW PO - MAIN CLINIC REMODEL ATTN: R VILLAREAL

DATE: 8/18/09

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 49186 TRIMBUILT CONSTRUCTION INC

DELIVER BY DATE: 12/31/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	RENOVATIONS OF THE WELLNESS CLINIC, USB, 2ND FLOOR 1010 LAVACA STREET PER BID DATED 8/5/09 POC: BEN NOACK 854-4829 COMMODITY: BLDG MAINT & REPAIRS SVCS SUBCOMMOD: REMODELING & ALTERNATIONS	38317.30	DOL	1.0000	38317.30	
2	RETAINAGE - USB WELLNESS CLINIC REMODEL COMMODITY: BLDG MAINT & REPAIRS SVCS SUBCOMMOD: RETAINAGE	2016.70	DOL	1.0000	2016.70	
REQUISITION TOTAL:					40334.00	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	52614055255004	REPR & MTNC-SERVCS PURCHD REPRS-BLDG STRUCT & EQUIP	100.00	38317.30
2	52614055255004	REPR & MTNC-SERVCS PURCHD REPRS-BLDG STRUCT & EQUIP	100.00	2016.70
				40334.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.





# TRAVIS COUNTY PURCHASING OFFICE

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

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

20

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

*Cyd V. Grimes 8/24/09 MB*

**Voting Session: Tuesday, September 1, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD FOR FY 2009 SIDEWALK MAINTENANCE PROGRAM, IFB NO. B090303-JW, TO THE LOW BIDDER, CEDA-TEX SERVICES. (TNR).

**Points of Contact:**

- Purchasing:** Jason G. Walker
- Department:** (TNR), Joe Gieselman, Executive Manager; David Greear, P.E.
- County Attorney (when applicable):** Chris Gilmore
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro, Jose Palacios
- Other:**

RECEIVED COUNTY JUDGES OFFICE 09 AUG 25 AM 9:49

➤ **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 consists primarily of removing and replacing ADA non-compliant sidewalk segments and curb ramps, as well as removing and replacing driveways and curb and gutters throughout Travis County.

This project is funded from the Capital Acquisition Reserve (CAR) of the 2009 budget.

Subject IFB opened on August 6, 2009, with twelve (12) bids received in response to the solicitation. TNR has reviewed the bids and recommends, and Purchasing concurs with the award of a contract to the low bidder Ceda-Tex Services for \$98,405.00.

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

Not applicable

➤ **Contract-Related Information:**

- Award Amount: \$98,405.00 (Fixed Amount)
- Contract Type: Construction
- Contract Period: 180 calendar days from issuance of NTP

➤ **Contract Modification Information:**

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

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 12

Responses Received: 12

HUB Information: Vendor is a HUB

% HUB Subcontractor: 18.88%

➤ **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.: 471735

Funding Account(s): 001-4941-828-8165;

Comments: Total construction budget: \$150,000.00 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.

RECEIVED  
TRAVIS COUNTY



*Jason  
8-18-09  
MB*

**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

2009 AUG 18 AM 9:17

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

PURCHASING  
OFFICE

August 12, 2009

**MEMORANDUM**

TO: Cyd Grimes, County Purchasing Agent  
FROM: Joseph P. Gieselman, Executive Manager  
SUBJECT: Award of County-wide Sidewalk Maintenance Contract  
IFB No. B090303-JW

TNR hereby requests the Purchasing Department to place the following motion on the Commissioner's Court Agenda.

Consider and take appropriate action on the recommendation to award the Sidewalk Maintenance Project Contract to Ceda-Tex Services.

**Summary and Recommendations**

Upon tabulating and reviewing the bids received by the Purchasing Department, TNR finds the low bid to be complete. TNR recommends awarding the Sidewalk Maintenance Project Contract to the low responsible bidder, Ceda-Tex Services. The contract primarily consists of removing and replacing ADA non-compliant sidewalk segments and curb ramps, driveways and curb and gutter.

**Budget and Funding**

Funding for this work was approved in the 2009 budget from the Capital Acquisition Reserve (CAR) account. Project budgetary information is as follows:

- Engineering Budget - \$0.00
- Construction Budget - \$150,000
- Misc. Budget - \$0.00
- Contingency - None

The \$98,405 is encumbered on requisition number 471735. The commodity/sub-commodity codes and budget line items are listed below.

Account Number	Com/Sub	Description	Amount
001-4941-828-8165	968/100	Capital Outlay Sidewalks	\$150,000

Page 2

August 11, 2009

Award of County-wide Sidewalk Maintenance Contract

**Bid Review**

A copy of the complete bid tabulation is attached to this memorandum. Below is a summary of the bid tabulation:

<b>Bidder's Name</b>	<b>Bid Amount</b>
Ceda-Tex Services	\$98,405.00
Patin Construction	\$100,471.25
Boretex	\$110,370.00
Prism Development	\$114,900.00
D. Shaffel Concrete	\$123,010.00
Myers Concrete	\$124,033.00
Riata Enterprises	\$124,548.00
Muniz Concrete	\$129,542.00
G & P Contractors	\$146,123.43
The Barr Company	\$153,884.43
Piatra Inc.	\$170,641.00
Montoya Anderson	\$178,010.00
Engineer's Estimate	\$149,610.00
<b>Low Bidder – Ceda-Tex Services</b>	<b>\$98,405.00</b>

If approved by the Court, the Construction Procurement Specialist should coordinate with TNR Project Manager David Greear on a date to issue the Notice-to-Proceed to the contractor.

If you need additional information, please call David Greear at ext. 47650.

DG:dg

Attachments:  
Bid Tabulation

Cc: Jason Walker, Construction Procurement Specialist  
Cynthia McDonald, Financial Division Manager  
Donna Williams-Jones, Senior Financial Analyst  
Scott Lambert, Engineer

IFB No. B090303-JW  
 FY 2009 Sidewalk Maintenance Program

III. Bid Requirements  
 A. Bid Proposal

BASE BID - RESIDENTIAL SIDEWALKS						
IFB No. B090303-JW						
Bid Item	Spec. Item No. *	Bid Quantity	Unit	Description	Unit Price	Amount
1	104, 502	500	SY	Remove Concrete Sidewalks, including removal, hauling, disposal, and TC, complete per square yard.	\$ 8 <sup>00</sup>	\$ 4000 <sup>00</sup>
2	104, 502	225	SY	Remove Concrete Driveways, including removal, hauling, disposal, and TC, complete per square yard.	\$ 12 <sup>00</sup>	\$ 2700 <sup>00</sup>
3	104, 502	112	SY	Remove Concrete Ramps, including removal, hauling, disposal, and TC, complete per square yard.	\$ 15 <sup>00</sup>	\$ 1680 <sup>00</sup>
4	104, 502	600	LF	Remove Concrete Curb & Gutter, including removal, hauling, disposal, and TC, complete per linear foot.	\$ 3 <sup>50</sup>	\$ 2100 <sup>00</sup>
5	160	700	SY	Furnishing and placing topsoil (4"), complete in place per square yard.	\$ 5 <sup>00</sup>	\$ 3500 <sup>00</sup>
6	162	300	SY	Block sodding, complete and in place per square yard.	\$ 6 <sup>00</sup>	\$ 1800 <sup>00</sup>
7	450	50	LF	Rail (Pedestrian), including TC and placement, complete per linear foot.	\$ 50 <sup>00</sup>	\$ 2500 <sup>00</sup>
8	506	200	LF	Temporary Sediment Control Fence	\$ 2 <sup>00</sup>	\$ 400 <sup>00</sup>
9	508	200	LF	Temporary Sediment Control Fence, (Removal)	\$ 1 <sup>00</sup>	\$ 200 <sup>00</sup>
10	529, 502	600	LF	Concrete Curb & Gutter	\$ 12 <sup>00</sup>	\$ 7200 <sup>00</sup>
11	530, 502, COA 433S	225	SY	Driveway (Concrete) See Atch 8, Exhibits 1,2 & 3	\$ 49 <sup>00</sup>	\$ 11025 <sup>00</sup>
12	530, 502	900	SY	Concrete sidewalk (4")	\$ 45 <sup>00</sup>	\$ 40500 <sup>00</sup>
13	530, 502	10	SY	Concrete sidewalk (6") See Atch 8, Exhibit 4	\$ 50 <sup>00</sup>	\$ 500 <sup>00</sup>
14	531, 502	2	EA	Concrete sidewalk Ramp, Type 1, see Atch 8, Exhibit 11, perpendicular curb ramp	\$ 750	\$ 1500 <sup>00</sup>
15	531, 502	2	EA	Concrete sidewalk Ramp, Type 2, see Atch 8, Exhibit 18, parallel curb ramp	\$ 750	\$ 1500 <sup>00</sup>

IFB No. B090303-JW  
 FY 2009 Sidewalk Maintenance Program

III. Bid Requirements  
 A. Bid Proposal

BASE BID - RESIDENTIAL SIDEWALKS						
IFB No. B090303-JW						
Bid Item	Spec. Item No. *	Bid Quantity	Unit	Description	Unit Price	Amount
16	531, 502	2	EA	Concrete sidewalk Ramp, Type 4, see Atch 8, Exhibit 19, diagonal combination curb ramp	\$ 76 <sup>00</sup>	\$ 1520 <sup>00</sup>
17	531, 502	2	EA	Concrete sidewalk Ramp, Type 7, directional ramp within radius (sidewalk setback from curb)	\$ 76 <sup>00</sup>	\$ 1520 <sup>00</sup>
18	531, 502	2	EA	Concrete sidewalk Ramp, Type 8, diagonal curb ramp (flared sides)	\$ 76 <sup>00</sup>	\$ 1520 <sup>00</sup>
19	531, 502	2	EA	Concrete sidewalk Ramp, Type 9, diagonal curb ramp (returned curb)	\$ 76 <sup>00</sup>	\$ 1520 <sup>00</sup>
20	531, 502	2	EA	Concrete sidewalk Ramp, Type 10, directional ramp within radius (sidewalk adjacent to curb)	\$ 76 <sup>00</sup>	\$ 1520 <sup>00</sup>
21	531, 502	2	EA	Concrete sidewalk Ramp, Type 21, curb ramp at median	\$ 900 <sup>00</sup>	\$ 1800
22	5017, 502	50	SY	Stacked Rock Wall, completed per square yard	\$ 100 <sup>00</sup>	\$ 5000 <sup>00</sup>
23	N/A	600	LF	Mulch Roll for Erosion Control, including maintenance and removal	\$ 2 <sup>00</sup>	\$ 1200 <sup>00</sup>
24	N/A	20	SF	Metal sidewalk plate (3/8"), reinforced with metal tubing	\$ 85 <sup>00</sup>	\$ 1700 <sup>00</sup>
<b>SUBTOTAL BASE BID - RESIDENTIAL SIDEWALKS</b>						\$ 98405 <sup>00</sup>

\* - Texas Department of Transportation Specification Number

NINETY EIGHT THOUSAND FOUR HUNDRED FIVE  
 Dollars and

(Print or Type Dollar Amount)

\$

Cents

(Print or Type Cents Amount)

IFB No. B090303-JW  
 FY 2009 Sidewalk Maintenance Program

III. Bid Requirements  
 A. Bid Proposal

<b>TAX EXEMPT TOTAL</b>	\$ 58175 <sup>00</sup>	<b>NON-TAX EXEMPT TOTAL</b>	\$ 40230
<b>Tax exempt costs</b> 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.		<b>Non-Tax exempt costs</b> 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.**

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.

IFB No. B090303-JW  
FY 2009 Sidewalk Maintenance Program

III. Bid Requirements  
A. Bid Proposal

**BASE BID**

The Bidder is (check one of the following and insert information requested),

- A. A corporation organized and existing under the laws of the State of 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 JULY 2009 is familiar with all the conditions relating to the proposed project, and has received Addenda Numbers \_\_\_\_\_ through \_\_\_\_\_, and has included their provisions in the Bid upon these premises.

**ATTACHMENTS**

The undersigned has attached the following, which are a condition of the bid:

1. Attachment 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

IFB No. B090303-JW  
FY 2009 Sidewalk Maintenance Program

III. Bid Requirements  
A. Bid Proposal

**SIGNATURES**

**A. IF BIDDER IS AN INDIVIDUAL:**

By: \_\_\_\_\_  
(Signature of individual authorized to sign) (Printed name of individual)

Doing Business as: \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone No: \_\_\_\_\_

Submitted on: \_\_\_\_\_, 20\_\_

**B. IF BIDDER IS A PARTNERSHIP:**

By: \_\_\_\_\_  
(Signature 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

By: [Signature] (State of incorporation)  
(Signature of person authorized to sign) Fred Odangri  
(Printed name of person authorized to sign)

President  
(title)

Corporate seal

Attest:

(Secretary)

Business Address 1703 Dungan Lane, Austin Texas 78754

Telephone No: 512 339 0155

Submitted on: \_\_\_\_\_, 20\_\_

Account Balance Inquiry

Account number . . . . : 1-4941-828.81-65  
Fund . . . . . : 001 GENERAL FUND  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 41 ROAD & BRIDGE MAINTENANCE  
Activity basic . . . . . : 82 CAPITAL AQUISITION FUNDS  
Sub activity . . . . . : 8 INFRA & ENV SVC (TRN&RDS)  
Element . . . . . : 81 CAPITAL OUTLAY  
Object . . . . . : 65 PURCH SVC INFRASTRUCTR SW

Original budget . . . . . : 150,000

Actual expenditures - current . . . . . : .00  
Actual expenditures - ytd . . . . . : .00  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : .00  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 98,905.00  
Total expenditures & encumbrances: . . . . . : 98,905.00 65.9%  
Unencumbered balance . . . . . : 51,095.00 34.1

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

Account number: 01-4941-828-81.65  
CAPITAL OUTLAY / PURCH SVC INFRASTRUCTR SW  
Position to . . . . Requisition number \_\_\_\_\_  
or . . . . Po number . . . . \_\_\_\_\_

Type selections, press Enter.

1=Select

Opt	Number	Order	Amount	Year	Project
—	0000471735		98,905.00	2009	

F12=Cancel

PURCHASE REQUISITION NBR: 0000471735

REQUISITION BY: DONNA WILLIAMS 854-7677

STATUS: AUDITOR APPROVAL  
REASON: 53934 ENC \$\$ PENDING CONTRACT AWARD

DATE: 5/20/09

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: 51699 CEDA TEX SERVICES INC

DELIVER BY DATE: 5/20/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	FY 2009 ADA SIDEWALK MAINTENANCE IMPROVEMENTS COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: SIDEWALK NEW CONSTRUCTION	98905.00	DOL	1.0000	98905.00	
REQUISITION TOTAL:					98905.00	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00149418288165	CAPITAL OUTLAY PURCH SVC INFRASTRUCTR SW	100.00	98905.00
				98905.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20090520 RT COURT  
8/12/9 RETURNED.GMC

Last Updated 08-27-09 at 5:30pm

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 FY 2009 SIDEWALK MAINTENANCE PROGRAM in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked FY 2009 SIDEWALK MAINTENANCE PROGRAM (IFB NO. B090303-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. B090303-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 FY 2009 SIDEWALK MAINTENANCE PROGRAM 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. B090303-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. B090303-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 180 calendar days, after receiving a written "Notice to Proceed". All individual concrete projects should be completed within 30 days of start of construction unless otherwise noted by project manager.

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 \$98,405.00 consisting of \$58,175.00 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 \$40,230.00 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

DRAFT

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

\_\_\_\_\_  
CONTRACTOR NAME

BY: \_\_\_\_\_  
TRAVIS COUNTY JUDGE

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
\_\_\_\_\_

APPROVED:  
\_\_\_\_\_

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

\_\_\_\_\_  
COUNTY AUDITOR, TRAVIS COUNTY

DRAFT



# TRAVIS COUNTY PURCHASING OFFICE

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

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

21

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

*Cyd V. Grimes 8/24/09 MB*

**Voting Session: Tuesday, September 1, 2009**

**REQUESTED ACTION: APPROVE ISSUANCE OF JOB ORDER NO. 55, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC. (TCSO)**

**Points of Contact:**

**Purchasing:** Richard Villareal

**Department:** Greg Hamilton, Sheriff, Mark Stefanov, P.E.

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

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

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

**Other:** Major Darren Long, Major Mark Sawa, Maria Wedhorn

- **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.

Sheriff's Office requests approval for issuance of Job Order No. 55 to Architectural Habitat of Austin, Inc. This job order is issued to provide site preparation and minor construction services for the new property storage building at the Travis County Correctional Complex. Construction will require steel fabricating, concrete work, painting, doors, signage, HVAC system installation, plumbing, electrical and fire alarm/sprinkler system installation, among other services.

Upon approval, Job Order No. 55 will be issued at the total negotiated cost of \$389,091.56.

- **Contract Expenditures:** Within the last 12 months \$1,227,732.72 has been spent against this contract.

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is a HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: (Req. No. 472139)
- Funding Account(s): 001-373-5824-8105
- Total Project Budget: \$577,900.00
- Construction Budget: \$491,214.00
- Design Budget: \$42,998.00
- Contingency Budget: \$9,824.00
- Miscellaneous Budget: \$33,864.00
- Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.



# GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER  
Chief Deputy

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

## MEMORANDUM

**TO:** Richard Villareal

**FROM:** Mark Stefanov, P.E. 

**DATE:** Thursday, August 20, 2009

**SUBJECT:** Award recommendation for Project: B103 Property, Records New Building.

This is a recommendation that Architectural Habitat of Austin, Inc be accepted for the "major" construction efforts for this project. The TCSO Fiscal Office will modify the Requisition to reflect the NEW vendor and the initial bid price of \$389,091.56. Fiscal will connect the Requisition to the Purchase Order when requested. The Fiscal Office will also create the proper new requisition entry to keep the balance from the original request intact to accommodate change orders and other minor construction contracts as needed and authorized by the TCSO Engineer.

The commodity/sub commodity code is: **909-011-8105**  
 The Sheriff's Office Requisition Request: **3091**  
 The TCSO Construction Work Order Number is **191225**  
 The requisition number: **472139**  
 The account number: **001-3735-824.81-05**

Square Feet:	5,400	
<b>TOTAL PROJECT BUDGET:</b>	\$577,900	
Design:	\$42,998	
Major Construction:	\$389,092	
Minor Construction:	\$102,122	Restrooms, misc walls
2% Contingency	\$9,824	
Construction+ 2%:	\$501,038	
Other Misc:	\$33,864	
\$/Sq.Ft.:	\$107	

RECEIVED  
 TRAVIS COUNTY  
 2009 AUG 20 PM 3:33  
 PURCHASING  
 OFFICE

Please contact me with any questions at 45321. Your assistance in this matter will be greatly appreciated.

**COPY TO:** Sheriff's Office Engineer's File  
Sheriff's Office Fiscal



**PROPERTY STORAGE**  
**DEL VALLEY**

<u>ITEM</u>	<u>AMOUNT</u>
SUPERVISION	\$ 16,000.00
TEMP TRAILER	\$ 790.00
TEMP TOILET	\$ 380.00
DUMPSTERS	\$ 2,025.00
CLEAN UP	\$ 1,500.00
FINAL CLEAN	\$ 850.00
ASBUILTS	\$ 3,000.00
TESTING	\$ 2,500.00
TEMP ELEC	IN ELEC
PERMIT	NONE
WALKWAY	\$ 1,800.00
LANDSCAPE	\$ 12,207.00
EROSION CONTROLL	IN LANDSCAPE
TREE PROTECTION	IN LANDSCAPE
TREE DEMO	IN LANDSCAPE
RESOD	IN LANDSCAPE
DEMO TELE	IN CONC
CONC DEMO	IN CONC
ASPHALT DEMO	IN CONC
ASPHALT DEMO	IN CONC
STRIPPING	\$ 350.00
CONCRETE	\$ 66,828.00
POST TENSION	IN CONC
SOIL TEST	NONE
METAL BUILDING	\$ 58,384.00
DRS/FRMS HDW	\$ 11,273.00
ELEC LOCKS	\$ 2,945.00
PAINT DOORS	\$ 375.00
SIGNAGE	\$ 318.00
PLUMBING	\$ 30,581.00
FIRE LINE EXTENSION	\$ 10,672.00
GAS LINE	IN PLUMB
DRAIN AT WALK	IN PLUMB
DRAIN AT BLDG W/ GRATE	IN PLUMB
DRAIN AT ENTRY W/ GRATE	IN PLUMB
HVAC W/ POWER VENT	\$ 90,069.00
ELECTRICAL W/ TEMP	\$ 21,433.00
FIRE ALARM	\$ 5,635.00
FIRE EXT	\$ 200.00
TOTAL	\$ 340,115.00
O/P	\$ 34,011.50
SUB TOTAL	\$ 374,126.50
BOND	\$ 14,965.06
GRAND TOTAL	\$ 389,091.56

**Architectural Habitat of Austin, Inc.**

**Attn.: Ms. Jan Cannaday  
1707 West Koenig Lane  
Austin, Texas 78756**

- A. JOB ORDER NO. 55, WHICH REQUIRES ARCHITECTURAL HABITAT OF AUSTIN, INC. TO PERFORM MINOR CONSTRUCTION AND RENOVATION SERVICES FOR THE NEW PROPERTY STORAGE BUILDING AT THE TRAVIS COUNTY CORRECTIONAL COMPLEX, AS PER CONTRACT REQUIREMENTS, ARCHITECTURAL HABITAT OF AUSTIN, INC. ESTIMATE, SCOPE OF WORK, PLANS & SPECIFICATIONS, AND THE CONDITIONS DESCRIBED BELOW, IS HEREBY RELEASED.
- B. THE OWNER SHALL PAY THE CONTRACTOR THE NOT-TO-EXCEED AMOUNT OF \$389,091.56 IN CONSIDERATION OF THE PERFORMANCE OF THE WORK.
- C. PERFORMANCE PERIOD: ONE HUNDRED TEN (110) CALENDAR DAYS AFTER ISSUANCE OF A NOTICE-TO-PROCEED FOR SUBSTANTIAL COMPLETION.

ARCHITECTURAL HABITAT OF AUSTIN, INC.

  
 \_\_\_\_\_ 8-21-09  
 JAN CANNADAY DATE

  
 \_\_\_\_\_ 8/24/09  
 CYD V. GRIMES, C.P.M. DATE  
 TRAVIS COUNTY PURCHASING AGENT

\_\_\_\_\_  
 SAMUEL T. BISCOE DATE  
 TRAVIS COUNTY JUDGE

PURCHASE REQUISITION NBR: 0000472139

REQUISITION BY: MARIA WEDHORN 854-4474

STATUS: AUDITOR APPROVAL

REASON: CAPITAL APPROVED PROJECT: ATT: MARK STEFANOV

DATE: 5/27/09

SHIP TO LOCATION: CORRECTION COMPLEX

SUGGESTED VENDOR: 49186 TRIMBUILT CONSTRUCTION INC

DELIVER BY DATE: 8/30/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONSTRUCTION OF NEW PROPERTY BUILDING COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: BUILDING/FACILITY NEW	475000.00	DOL	1.0000	475000.00	
2	CONSTRUCTION RETAINAGE COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: BUILDING/FACILITY NEW	25000.00	DOL	1.0000	25000.00	
REQUISITION TOTAL:					500000.00	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00137358248105	CAPITAL OUTLAY BUILDINGS	100.00	475000.00
2	00137358248105	CAPITAL OUTLAY BUILDINGS	100.00	25000.00
				500000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



# TRAVIS COUNTY PURCHASING OFFICE

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

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

22

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

*Cyd V. Grimes 8/24/09*

**Voting Session: Tuesday, September 1, 2009**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 09K00209LP, FY 2009 HMAC OVERLAY PROJECT, WHEELER COATINGS ASPHALT, L.P. (TNR)

**Points of Contact:**

**Purchasing:** J. Lee Perry

**Department:** TNR, Joseph P. Gieselman, Executive Manager,  
Don Ward, Division Director

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

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

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

**Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- TNR requests the approval of Change Order number one (1) for the above contract. This Change Order is for additional HMAC Overlay work on Barton Creek Blvd. and Lost Creek Blvd. in Precinct 3. This Change Order will increase the contract by \$409,006.36 from \$2,402,396.40 to \$2,811,402.76.
- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.  
 Not applicable

➤ **Contract-Related Information:**

Award Amount: \$2,402,396.40

Contract Type: Construction

Contract Period: November 30, 2009

**Contract Modification Information:**

Modification Amount: \$409,006.36 (Firm Amount)

Modification Type: Construction

Modification Period: Through Completion

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 478499
- Funding Account(s): 513-4941-808-8164
- Total Project Budget: \$3,730,708.00
- Design Budget: \$0.00
- Construction Budget: \$3,730,708.00
- Miscellaneous Budget/ROW: \$0.00
- Contingency: \$0.00
- Comments: N/A

➤ **Statutory Verification of Funding:**

- Contract Verification Form: Funds Verified \_\_\_ Not Verified \_\_\_ by Auditor.
- Not Applicable

Lee  
8-17-09  
WB



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

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

August 14, 2009

RECEIVED  
TRAVIS COUNTY  
2009 AUG 17 AM 8:42  
PURCHASING  
OFFICE

**MEMORANDUM**

**TO:** Cyd Grimes, Purchasing Agent  
**FROM:** *for* Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Modification #1 – FY09 HMAC Overlay Project  
Contract #09K00209LP  
PO #424333

TNR requests the approval of change order number one (1) for the above contract. This modification is to bring roads from last year’s work plan that were to be completed in the Single/Double Alternative Paving (Chip Seal) Program to the FY 2009 HMAC Overlay Program. TNR was not able to complete the following roads under the Single/Double Alternative Paving (Chip Seal) contract, due to weather conditions.

- Barton Creek Blvd. from Bee Caves Road to FM 2244 (Precinct 3)
- Lost Creek Blvd. from Barton Creek Bridge to Barton Creek Blvd. (Precinct 3)

During the time that this work was on hold, TNR released for bid and awarded the FY 2009 HMAC Overlay contract. The prices for this contract came in very low and TNR has therefore decided to take advantage of these prices and move the above roads from the Single/Double Alternative Paving (Chip Seal) Program to the FY 2009 HMAC Overlay Program. This change order will increase the contract by \$409,006.36 from \$2,402,396.40 to \$2,811,402.76.

The \$409,006.36 is encumbered under requisition number 478499. The account number is 513-4941-808-8164 and commodity/sub-commodity is 968/053. See attached “Exhibit A” for budget information.

If you have any questions or require additional information, please contact Brunilda Cruz at extension 47679 or Don Ward at extension 49317.

BC: JPG: bc

**Copy:** Lee Perry, Purchasing  
Don Ward, TNR  
*AWB* Richard Duane, TNR  
Brunilda Cruz, TNR

**"EXHIBIT A"**  
**PROJECT BUDGET SUMMARY**

<b>TOTAL BUDGET AMOUNT</b>		<b>\$3,730,708.00</b>
PRECINCT 1, 2, 3, 4 (CO FUNDS)	\$3,400,000.00	
LCRA CIP FUND	\$123,667.00	
TRAVIS COUNTY PARKS (CO FUNI	\$207,041.00	

**ENGINEERING** \$0.00

**CONSTRUCTION** \$3,730,708.00

**MISCELLANEOUS/RIGHT OF WAY** \$0.00

**CONTINGENCY** \$0.00

TRAVIS COUNTY - TNR  
Change Order No. 1 Contract 09K00209LP

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

Field Change Request No. 1

Limits: Barton Creek Blvd. from Bee Caves Rd. (FM 2244),  
Lost Creek Blvd. from Barton Creek Bridge to Barton Creek Blvd.

Plan Sheet No.

**Description:**

1 1/2" HMA Overlay

**CONTRACTOR:**

Wheeler Coatings, Inc.

**This field change is requested for the following reason(s):**

HMA in Lieu of Surface Treatment for Barton Creek Blvd. and Lost Creek Blvd.

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT TYPE	CURRENT CHANGE ORDER QUANTITIES			REVISED CONTRACT QUANTITIES			CURRENT CONTRACT QUANTITIES		
			C.O. QTY	UNIT PRICE(\$)	C.O. AMOUNT	QTY	UNIT PRICE(\$)	NEW AMOUNT	QTY	UNIT PRICE(\$)	PREVIOUS AMOUNT
1A	Level-up & Site Preparation	Ton	0.00	40.55	-	679.00	\$ 40.55	\$ 27,533.45	679	\$ 40.55	\$ 27,533.45
2A	1 1/2" Type C HMA Overlay	SY	0.00	3.59	-	61,720.00	\$ 3.59	\$ 221,574.80	61,720	\$ 3.59	\$ 221,574.80
3A	Unclassified Excavation	CY	0.00	5.00	-	88.00	\$ 5.00	\$ 440.00	88	\$ 5.00	\$ 440.00
4A	Temporary Pavement Markers	Each	0.00	1.00	-	579.00	\$ 1.00	\$ 579.00	579	\$ 1.00	\$ 579.00
1B	Level-up & Site Preparation	Ton	0.00	41.41	-	663.00	\$ 41.41	\$ 27,454.83	663	\$ 41.41	\$ 27,454.83
2B	1 1/2" Type C HMA Overlay	SY	0.00	3.66	-	60,313.00	\$ 3.66	\$ 220,745.58	60,313	\$ 3.66	\$ 220,745.58
3B	Unclassified Excavation	CY	0.00	5.00	-	92.00	\$ 5.00	\$ 460.00	92	\$ 5.00	\$ 460.00
4B	Temporary Pavement Markers	Each	0.00	1.00	-	605.00	\$ 1.00	\$ 605.00	605	\$ 1.00	\$ 605.00
1C	Level-up & Site Preparation	Ton	0.00	42.46	-	585.00	\$ 42.46	\$ 24,839.10	585	\$ 42.46	\$ 24,839.10
2C	1 1/2" Type C HMA Overlay	SY	108,586.00	3.76	408,283.36	161,827.00	\$ 3.76	\$ 608,469.52	53,241	\$ 3.76	\$ 200,186.16
3C	Unclassified Excavation	CY	0.00	5.00	-	71.00	\$ 5.00	\$ 355.00	71	\$ 5.00	\$ 355.00
4C	Temporary Pavement Markers	Each	723.00	1.00	723.00	1,193.00	\$ 1.00	\$ 1,193.00	470	\$ 1.00	\$ 470.00
1C-HP	Level-up & Site Preparation	Ton	0.00	43.49	-	1,434.00	\$ 43.49	\$ 62,364.66	1,434	\$ 43.49	\$ 62,364.66
2C-HP	1 1/2" Type C HMA Overlay	SY	0.00	3.85	-	130,347.00	\$ 3.85	\$ 501,835.95	130,347	\$ 3.85	\$ 501,835.95
3C-HP	Unclassified Excavation	CY	0.00	5.00	-	185.00	\$ 5.00	\$ 925.00	185	\$ 5.00	\$ 925.00
4C-HP	Temporary Pavement Markers	Each	0.00	1.00	-	1,222.00	\$ 1.00	\$ 1,222.00	1,222	\$ 1.00	\$ 1,222.00
1D	Level-up & Site Preparation	Ton	0.00	40.51	-	2,299.00	\$ 40.51	\$ 93,132.49	2,299	\$ 40.51	\$ 93,132.49
2D	1 1/2" Type C HMA Overlay	SY	0.00	3.59	-	208,957.00	\$ 3.59	\$ 750,155.63	208,957	\$ 3.59	\$ 750,155.63
3D	Unclassified Excavation	CY	0.00	5.00	-	292.00	\$ 5.00	\$ 1,460.00	292	\$ 5.00	\$ 1,460.00
4D	Temporary Pavement Markers	Each	0.00	1.00	-	1,930.00	\$ 1.00	\$ 1,930.00	1,930	\$ 1.00	\$ 1,930.00
1E	Level-up & Site Preparation	Ton	0.00	47.61	-	150.00	\$ 47.61	\$ 7,141.50	150	\$ 47.61	\$ 7,141.50
2E	1 1/2" Type C HMA Overlay	SY	0.00	4.21	-	27,500.00	\$ 4.21	\$ 115,775.00	27,500	\$ 4.21	\$ 115,775.00
3E	Unclassified Excavation	CY	0.00	5.00	-	150.00	\$ 5.00	\$ 750.00	150	\$ 5.00	\$ 750.00
4E	Temporary Pavement Markers	Each	0.00	1.00	-	-	\$ 1.00	-	-	\$ 1.00	-
1F	Level-up & Site Preparation	Ton	0.00	46.61	-	150.00	\$ 46.61	\$ 6,991.50	150	\$ 46.61	\$ 6,991.50
2F	1 1/2" Type C HMA Overlay	SY	0.00	4.13	-	32,075.00	\$ 4.13	\$ 132,469.75	32,075	\$ 4.13	\$ 132,469.75
3F	Unclassified Excavation	CY	0.00	5.00	-	200.00	\$ 5.00	\$ 1,000.00	200	\$ 5.00	\$ 1,000.00
4F	Temporary Pavement Markers	Each	0.00	1.00	-	-	\$ 1.00	-	-	\$ 1.00	-
TOTAL					\$ 409,006.36			\$ 2,811,402.76			\$ 2,402,396.40

Materials(\$)  
Services(\$)

TOTAL

NET OVERRUN(UNDERRUN)

\$ 409,006.36

TIME Extension:

0 Days

REQUESTED BY

Contractor

Date

RECOMMENDED FOR APPROVAL BY:

Division Director, Road & Bridge

Date

Construction Manager

Date

**NOTICE to the CONTRACTOR:**

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

APPROVED:

TNR Executive Manager

Date

Purchasing Agent

Date

County Judge

Date

Last Updated 08-27-09 at 5:30pm

Reg # 428499  
PO # 424333

Number . . . . . : 0000478499  
 Type . . . . . : 1 PURCHASE REQUISITION  
 Status . . . . . : AUDITOR APPROVAL  
 Reason . . . . . : 53933 ROADS-CIP MOD PO#424333 CONT 09K00209LP  
 By . . . . . : BRUNILDA CRUZ 854-7679  
 Date . . . . . : 8/13/09  
 Vendor . . . . . : 66363 WHEELER COASTING ASPHALT L P  
 Contract nbr . . . . . :  
 Ship to . . . . . : AI AS INDICATED BELOW  
 Deliver by date . . . . . : 8/13/09  
 Buyer . . . . . :  
 Fiscal year code . . . . . : C C=Current year, P=Previous year, F=Future year

**Type options, press Enter.**

5=Display 8=Item extended description

**Opt Line# Quantity UOM Description**

-	1	409006.36	DOL	FY09	HMAC OVERLAY PCT 3	
					CO #1. FOR ADDITIONAL WORK NEEDED AT	
					BARTON CREEK BLVD FROM BEE CAVES RD TO FM 2244	+

**COMMENTS EXIST**

Total: 409006.36

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

**Account Balance Inquiry**

Account number . . . . : 513-4941-808.81-64  
Fund . . . . . : 513 L/T CERT OF OBLIG 2009  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 41 ROAD & BRIDGE MAINTENANCE  
Activity basic . . . . : 80 CAPITAL PROJECTS  
Sub activity . . . . . : 8 INFRA&ENV SVS (TRANS&RDS)  
Element . . . . . : 81 CAPITAL OUTLAY  
Object . . . . . : 64 PURCH SVC-INFRASTRCTR RDS

Original budget . . . . . : 0  
Revised budget . . . . . : 3,050,000 06/16/2009  
Actual expenditures - current . . : .00  
Actual expenditures - ytd . . . . : .00  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : 2,138,268.65  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 409,006.36  
Total expenditures & encumbrances: 2,547,275.01 83.5%  
Unencumbered balance . . . . . : 502,724.99 16.5

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



# TRAVIS COUNTY PURCHASING OFFICE

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

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

23

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

*Cyd V. Grimes* 8/24/09  
MB

**Voting Session: Tuesday, September 1, 2009**

**REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 09K00058LP, HOWARD LANE I IMPROVEMENT PROJECT, JOE BLAND CONSTRUCTION. (TNR)**

***Points of Contact:***

**Purchasing:** J. Lee Perry

**Department:** TNR, Joseph P. Gieselman, Executive Manager,  
Chiddi N’Jie, Project Manager

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

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

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

**Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- TNR requests the approval of Change Order number one (1) for the above contract. This Change Order is for additional City of Austin water and wastewater utility relocation work to accommodate proposed roadway improvements. This Change Order will increase the contract by \$188,822.90 from \$8,368,144.82 to \$8,556,967.72.
- **Contract Expenditures:** Within the last 12 months \$1,814,219.25 has been spent against this contract.  
 Not applicable
- **Contract-Related Information:**
  - Award Amount: \$8,368,144.82
  - Contract Type: Construction
  - Contract Period: Through Completion
- Contract Modification Information:**
  - Modification Amount: \$188,822.90 (Firm Amount)
  - Modification Type: Construction
  - Modification Period: Through Completion

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 478792
- Funding Account(s): 475-4993-750-6099
- Total Project Budget: \$14,331,945.37
- Design Budget: \$1,072,750.00
- Construction Budget: \$10,714,195.37
- Miscellaneous Budget/ROW: \$2,545,000.00
- Contingency: \$0.00
- Comments: N/A

➤ **Statutory Verification of Funding:**

- Contract Verification Form: Funds Verified \_\_\_ Not Verified \_\_\_ by Auditor.
- Not Applicable



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

RECEIVED  
TRAVIS COUNTY  
2009 AUG 19 PM 3:34  
PURCHASING  
OFFICE

August 18, 2009

**MEMORANDUM**

**TO:** Cyd Grimes, Purchasing Agent  
*Caryl B. Gieselman*  
**FROM:** Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Modification #1 – Howard Lane I Improvement Project  
Contract #09K00058LP  
PO#414705

TNR requests the approval of change order number one (1) for the Howard Lane I Improvement Project. This is for additional City of Austin water and wastewater utility relocation work to accommodate proposed roadway improvements. This change order will increase the contract amount by \$188,822.90, from \$8,368,144.82 to \$8,556,967.72. Funds are encumbered under requisition number 478792, commodity /sub-commodities 968/048.

If you have any questions or require additional information please contact Chiddi N’Jie at extension 47585 or Brunilda Cruz at extension 47679. See attached “Exhibit A” for budget information.

BC:JPG:bc

**Copy:** Chiddi N’Jie, TNR  
Steve Sun, TNR  
Brunilda Cruz, TNR

*Chiddi*

**TRAVIS COUNTY - TNR**  
**Howard Ln I**  
 Change Order No. 1 Contract 09K00058LP

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

Field Change Request No. 1

**Limits:** Dessau to Cameron Rd

**Plan Sheet No.**  
Various

**Description:** miscellaneous changes due to unforeseen field conditions

**CONTRACTOR:** Joe Bland Constr

**This field change is requested for the following reason(s):** Utility conflicts

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT TYPE	PROPOSED CHANGES			REVISED CONTRACT			EXISTING CONTRACT		
			C.O. QTY	UNIT PRICE(\$)	C.O. AMOUNT	QTY	UNIT PRICE(\$)	NEW AMOUNT	QTY	UNIT PRICE(\$)	PREVIOUS AMOUNT
<b>A</b>	<b>Bridge conflicts</b>										
	<b>16" Waterline</b>										
W-28	Trench Excavation Safety	lf	358.00	0.50	179.00	358.00	\$ 0.50	\$ 179.00	0.00	\$ 0.50	\$ -
W-29	Factory Restrained Joint Di 16 In	lf	358.00	54.35	19,457.30	358.00	\$ 54.35	\$ 19,457.30	0.00	\$ 54.35	\$ -
W-30	Encasement Pipe 30" 3/8 (305'+95')	lf	400.00	235.30	94,120.00	400.00	\$ 235.30	\$ 94,120.00	0.00	\$ 235.30	\$ -
W-31	Wet Connection 6" X 6"	ea	2.00	3,000.00	6,000.00	2.00	\$ 3,000.00	\$ 6,000.00	0.00	\$ 3,000.00	\$ -
W-32	Wet Connections 16" X 16"	ea	2.00	4,200.00	8,400.00	2.00	\$ 4,200.00	\$ 8,400.00	0.00	\$ 4,200.00	\$ -
W-33	Ductile Iron Fittings 4"-24	ton	1.00	21,000.00	21,000.00	1.00	\$ 21,000.00	\$ 21,000.00	0.00	\$ 21,000.00	\$ -
W-34	Drain Valve ?	ea	1.00	5,000.00	5,000.00	1.00	\$ 5,000.00	\$ 5,000.00	0.00	\$ 5,000.00	\$ -
W-35	Diversion Ditch	ls	1.00	15,000.00	15,000.00	1.00	\$ 15,000.00	\$ 15,000.00	0.00	\$ 15,000.00	\$ -
W-36	Erosion Control	ls	1.00	10,000.00	10,000.00	1.00	\$ 10,000.00	\$ 10,000.00	0.00	\$ 10,000.00	\$ -
W-37	Remove Existing 16 Water Line (as needed)	lf	358.00	25.00	8,950.00	358.00	\$ 25.00	\$ 8,950.00	0.00	\$ 25.00	\$ -
				0.00	-		\$ -	\$ -			\$ -
				0.00	-		\$ -	\$ -			\$ -
	<b>Forcemain</b>						\$ -	\$ -			\$ -
W-38	Trench Excavation Safety	lf	270.00	0.50	135.00	270.00	\$ 0.50	\$ 135.00	0.00	\$ 0.50	\$ -
W-39	6 In Pvc C-900 Dr 14 Fm Restrain Jt.	lf	270.00	45.00	12,150.00	270.00	\$ 45.00	\$ 12,150.00	0.00	\$ 45.00	\$ -
W-40	18" Steel Encasement 3/8"	lf	155.00	145.00	22,475.00	155.00	\$ 145.00	\$ 22,475.00	0.00	\$ 145.00	\$ -
W-41	Wet Connection 6" X 6"	ea	2.00	3,000.00	6,000.00	2.00	\$ 3,000.00	\$ 6,000.00	0.00	\$ 3,000.00	\$ -
W-42	Pump Truck	hr	8.00	2,300.00	18,400.00	8.00	\$ 2,300.00	\$ 18,400.00	0.00	\$ 2,300.00	\$ -
W-43	Fill Wet Well Flush Line	ls	1.00	8,000.00	8,000.00	1.00	\$ 8,000.00	\$ 8,000.00	0.00	\$ 8,000.00	\$ -
W-41	Ductile Iron Fittings 4"-24	ton	1.00	7,500.00	7,500.00	1.00	\$ 7,500.00	\$ 7,500.00	0.00	\$ 7,500.00	\$ -
				-	-		\$ -	\$ -			\$ -
W-42	Concrete saddle/cap to protect exist ww forcemain	lf	500.00	48.40	24,200.00	500.00	\$ 48.40	\$ 24,200.00	0.00	\$ 48.40	\$ -
				-	-		\$ -	\$ -			\$ -
<b>B</b>	<b>Miscellaneous</b>										
	<b>Lazy Ridge &amp; Old Gregg Ln</b>										
W-43	12"x6" Tapping valve & sleeve	ea	1.00	4,035.00	4,035.00	1.00	\$ 4,035.00	\$ 4,035.00		\$ 4,035.00	\$ -
W-44	12" Wet connection	ea	2.00	3,600.00	7,200.00	2.00	\$ 3,600.00	\$ 7,200.00		\$ 3,600.00	\$ -
W-45	6" DIP complete in place (service at 33+00, etc)	lf	380.00	48.00	18,240.00	380.00	\$ 48.00	\$ 18,240.00	0.00	\$ 48.00	\$ -
W-46	Installing Special Single Long Water Lateral Service from New Pipe at approx roadway station 106+25 to approx roadway sta 112+00 (1 1/2" Dia. Water Service) to (16" dia. Ductile Iron Pipe), Complete and In Place	ls	1.00	1,680.00	1,680.00	1.00	\$ 1,680.00	\$ 1,680.00	0.00	\$ 1,680.00	\$ -
W-47	2-6" sleeves and asphalt repair	ls	1.00	4,885.00	4,885.00	1.00	\$ 4,885.00	\$ 4,885.00	0.00	\$ 4,885.00	\$ -
W-48	lower existing waterline services	lf	746.00	7.10	5,296.60	746.00	\$ 7.10	\$ 5,296.60	0.00	\$ 7.10	\$ -
	<b>Deducts/Credits</b>										
W-10	16" Carrier pipe with encasement	lf	-510.00	270.00	(137,700.00)	0.00	\$ 270.00	\$ -	510.00	\$ 270.00	\$ 137,700.00
W-16	Installing Special Single Long Water Lateral Service from New Pipe at approx roadway station 106+25 to approx roadway sta 112+00 (1 1/2" Dia. Copper Water Service) to (16" dia. Ductile Iron Pipe), Complete and In Place	ls	-1.00	1,780.00	(1,780.00)	-1.00	\$ 1,780.00	\$ (1,780.00)	0.00	\$ 1,780.00	\$ -
				0.00	-		\$ -	\$ -	0.00		\$ -
							\$ 326,522.00				\$ 137,700.00

**"EXHIBIT A"**  
**PROJECT BUDGET SUMMARY**

<b>TOTAL BUDGET AMOUNT</b>		<b>\$14,331,945.37</b>
<b>ENGINEERING</b>	\$1,072,750.00	
<b>CONSTRUCTION</b>	\$10,714,195.37	
<b>MISCELLANEOUS/RIGHT OF WAY</b>	\$2,545,000.00	
<b>CONTINGENCY</b>	\$0.00	

Account Balance Inquiry

Account number . . . . : 475-4993-750.60-99  
Fund . . . . . : 475 CONTRACTUAL CAPITAL PROJ  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 93 INTERGOV AGREEMNTS-ROADS  
Activity basic . . . . : 75 CHARGES FOR SERVICES  
Sub activity . . . . . : 0 INFRA-ENV SCVS (TRNS&RDS)  
Element . . . . . : 60 OTHER PURCHASED SERVICES  
Object . . . . . : 99 CONTRACTED SERVICES

Original budget . . . . . : 0  
Revised budget . . . . . : 8,245,910 08/20/2009  
Actual expenditures - current . . : 448,549.31  
Actual expenditures - ytd . . . . : 3,377,986.33  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : 3,590,963.85  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 480,168.52  
Total expenditures & encumbrances: 7,897,668.01 95.8%  
Unencumbered balance . . . . . : 348,241.99 4.2

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

Number . . . . . : 0000478792  
 Type . . . . . : 1 PURCHASE REQUISITION  
 Status . . . . . : AUDITOR APPROVAL  
 Reason . . . . . : 53933 ROADS-CIP MOD PO #414705 CONT 09K00058LP  
 By . . . . . : BRUNILDA CRUZ 854-7679  
 Date . . . . . : 8/18/09  
 Vendor . . . . . : 73241 JOE BLAND CONSTRUCTION, LP  
 Contract nbr . . . . . :  
 Ship to . . . . . : AI AS INDICATED BELOW  
 Deliver by date . . . . . : 8/18/09  
 Buyer . . . . . :  
 Fiscal year code . . . . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	179381.76	DOL	CITY OF AUSTIN CONSTRUCTION SERVICES CO #1. FOR ADDITIONAL CITY OF AUSTIN WATER AND WASTEWATER UTILITY RELOCATION WORK TO

Total: 188822.90

COMMENTS EXIST

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

24



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

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

*Cyd V. Grime 8/21/09*

**Voting Session: Tuesday, September 1, 2009**

**REQUESTED ACTION: DECLARE ATTACHED LIST OF MEDIA EQUIPMENT AS SURPLUS AND AUTHORIZE TRADE-IN FOR NEW MEDIA EQUIPMENT, PURSUANT TO SECTION 263.152 OF THE TEXAS LOCAL GOVERNMENT CODE. (RECORDS MANAGEMENT)**

**Points of Contact:**

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

**Department:** Steven Broberg, Al Jackson

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

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

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

**Other:** N/A

- **Purchasing Recommendation and Comments:** Purchasing recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- The Court should note that Records Management Department would like to trade in attached list of media equipment for new media equipment.

APPROVED ( ) DISAPPROVED ( )

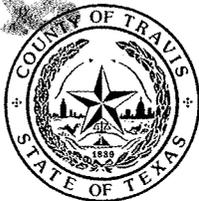
BY COMMISSIONERS COURT ON

\_\_\_\_\_

DATE

\_\_\_\_\_

COUNTY JUDGE



**TRAVIS COUNTY**  
**RECORDS MANAGEMENT & COMMUNICATION RESOURCES**  
**MEDIA DIVISION (TCTV-17)**

314 West 11th Street, Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9503 Fax: 854-4560

**MEMORANDUM**

**TO:** Cyd Grimes, Travis County Purchasing Agent  
**FROM:** Steven Broberg, Director of Records Management and Communications Resources  
**DATE:** August 14, 2009  
**SUBJECT:** Trading In Currently Inventoried Equipment via Bid or RFP

The Media Division of Records Management and Communication Resources (TCTV-17) is requesting the Purchasing Department allow certain currently inventoried media equipment be offered as trade, to be listed in the bid RMCR Media and Purchasing is preparing for replacement of the same currently inventoried equipment. The equipment list follows.

Sony Camera, DXC-D50WS, tag# 127501  
Sony Camera Control Unit, model CCU-D50, tag#127494  
Canon Lense, YJ12X6.5BKTS, tag# 127505  
Camera Cable, 26 pin digital, Sony CCZ-AD100, 100 meters (no tag)

Sony Camera, DXC-D50WS, tag# 127503  
Sony Camera Control Unit, model CCU-D50, tag#127490  
Canon Lense, YJ12X6.5BKTS, tag# 127507  
Camera Cable, 26 pin digital, Sony CCZ-AD100, 100 meters (no tag)

Vinten Microswift 200 Pan/Tilt/Zoom System, to include:

- 5 Remote Pan/Tilt/Zoom (P/T/Z) Heads, model MH55 (no tag numbers)
- 6 Power supplies for P/T/Z Heads, model 3655-3 (no tags, serial numbers: 094, 098, 096, 106, 428, 38)
- 2 Control Panels, model 3651-3 (1 with tag# 127847, 1 with no tag and with serial number 105)
- 2 Integrated Displays, model 3661-3 (no tag numbers, with serial numbers 035 and 037)
- 5 Power/Control Cables 75 - 100 meters long (no tags)

If you have questions please call Al Jackson, RMCR Media Operations Manager, at 49503 or 44493.

Thank you

VS# 29

**TRAVIS COUNTY COMMISSIONER'S COURT  
AGENDA REQUEST**

Please consider the following item for Voting Session on: 9/1/09

- I. A. Request made by: Sheriff Greg Hamilton - TCSO *gh* Phone No. 854-4924
- B. Requested Text:

**Consider and approve amendment number one to interlocal agreement between Travis County and the City of Austin for reimbursement of overtime expenditures by the Sheriff's Office during the course of participation in the Human Trafficking Law Enforcement Task Force Joint Investigative Project.**

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

- II. A. Is backup material attached\*: **Yes** No

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

- B. Have the agencies affected by this request been invited to attend the work session? **Yes**  
No

Please list those contacted and their phone numbers:

William Derryberry - Planning and Budget

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 AUG 27 PM 4:47

- III. **PERSONNEL**  
A change in your department's personnel (reclass, etc.).

- IV. **BUDGET REQUEST:**  
If your request involves funding for your department please check:

- Additional funding for your department
- Transfer of funds within your department budget
- A change in your department's personnel

The County Human Resources Department (854-9165) and / or the Budget and Research Office (854-9106) must be notified before submission of this agenda request.



JAMES SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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

DARREN LONG  
Major - Corrections

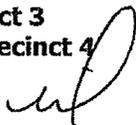
PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

**August 21, 2009**

**MEMORANDUM**

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

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

**SUBJECT:** Human Trafficking Law Enforcement Task Force  
Joint Investigative Project Interlocal Amendment One

Attached you will find an amendment to the interlocal agreement between Travis County and the City of Austin to reimburse the Travis County Sheriff's Office for overtime funds used in the course of participation in the Austin / Travis County Human Trafficking Law Enforcement Task Force.

This unit was established in 2005 through a federal grant to focus on the crime of human trafficking in our area. The term of the previously interlocal was from December 1, 2007 through August 31, 2009 and is limited in amount not to exceed \$40,000 during this period. This amendment will extend the term to November 30, 2009. Funding for this project was provided by the United States Department of Justice, Bureau of Justice Assistance.

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

Cc: PBO,  
Co Atty,  
Co Auditor

AMENDMENT NUMBER ONE  
TO INTERLOCAL AGREEMENT FOR THE AUSTIN/TRAVIS COUNTY  
HUMAN TRAFFICKING LAW ENFORCEMENT TASK FORCE  
JOINT INVESTIGATIVE PROJECT

This Amendment Number One to Interlocal Agreement for the Austin/Travis County Human Trafficking Law Enforcement Task Force Joint Investigative Project (this "Amendment Number One") is entered into by and between the following parties: Travis County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY", and the City of Austin, a Home Rule City primarily located in Travis County, Texas, hereinafter referred to as "CITY", pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, in 2007, COUNTY and CITY entered into that certain interlocal agreement entitled "Interlocal Agreement for the Austin/Travis County Human Trafficking Law Enforcement Task Force Joint Investigative Project", hereinafter referred to as the "Agreement"; and,

WHEREAS, unless it is extended by mutual agreement of the parties, the Agreement will expire on August 31, 2009; and,

WHEREAS, COUNTY and CITY desire to extend the Agreement from its current expiration date of August 31, 2009 for a period of three months, through November 30, 2009.

NOW, THEREFORE, in consideration of the above premises, the Parties approve this Amendment Number One to the Agreement as follows:

1. The term of the Agreement is extended from its current expiration date of August 31, 2009 for an extension period of three months, through November 30, 2009.
2. During the extension period, reimbursement to Travis County for overtime hours worked will be contingent upon the availability of grant funds for this purpose.
3. Except for the changes made in this Amendment Number One, all other terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment shall have an effective date of August 31, 2009.

Executed as of the latest date set forth below:

**COUNTY OF TRAVIS**

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

\_\_\_\_\_ Date

**CITY OF AUSTIN**

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

\_\_\_\_\_ Date

30

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: September 1  
~~August 18,~~ 2009

I. A. Request made by: Constable, Richard McCain Phone #: 854-2101  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: Approve recommendation to create a change fund for Constable Precinct 3 office

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

David Jungerman of the Auditor's Office 854-9125

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (854-9106)
- \_\_\_\_\_ Additional funding for any department or for any purpose
- XXX 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.



# Richard McCain

CONSTABLE  
Travis County, Precinct 3

8656-B Highway 71 West, Suite E  
Austin, Tx 78735

Phone: (512) 854-2103  
Fax : (512) 854-2117

## MEMORANDUM

RECEIVED  
COUNTY JUDGES OFFICE  
09 AUG 21 AM 9:32

DATE: August 17, 2009  
TO: Members of the Commissioners Court  
FROM: Constable Richard McCain  
SUBJECT: CREATE CHANGE FUND FOR CONSTABLE PRECINCT 3

**Proposed Motion:**

Approve recommendation to create a change fund for Constable Precinct 3 office.

**Summary and Staff Recommendations:**

Constable Precinct 3 recommends approval to create a change fund of \$200.00 to be used for defendants who want to pay warrant fines and fees, but do not have exact change.

**Budget and Fiscal Impact:**

The origination of the \$200.00 for the change fund will be created with a line item transfer from account 001-3302-333-1012 to a current asset.

**Issues and Opportunities:**

Getting a defendant to come in to pay their warrant fines and fees is an arduous process. Often times, though defendants are advised to bring exact change, they do not. Asking defendants to go get exact change creates an ever larger problem. Some defendants never come back to finish the transaction and then some defendants opt to write personal checks. Currently, and probably due to the economic down-turn, we have incurred a higher than usual amount of NSF Checks as payment of the defendant's warrant fines and fees. If we had a cash fund in the office it would save the County money in research and collection of these NSF Checks and warrant fines/fees.

**Required Authorization:**

Auditor's Office – see Request for Adjustment to Change Fund or Petty Cash Fund form attached.

### REQUEST FOR ADJUSTMENT TO CHANGE FUND OR PETTY CASH FUND

Office/Department: Richard McCain, Travis County Constable, Pct. 3 / Dep#33

Request for Adjustment to (1) Change Fund (2) Petty Cash Fund (Circle one only)

Current Balance: \$ 0.00 (a) This should include total funds held for the office/department.

Requested Increase: \$ 200.00 (b) Please provide justification for requested increase in the space provided. Also, please provide source of funds to be used to establish increase.

Requested Decrease: \$ (                      ) (c) Please provide justification for requested decrease. Also, please provide a copy of deposit warrant issued by County Treasurer's Office.

Revised Balance: \$ 200.00 (d) Amount to be presented to Commissioners' Court for approval.

**Justification for Adjustment: (attach supporting documentation as necessary)**

Establish new fund (provide details)

Increase current fund (provide documentation of increased requirements)

Decrease current fund

Seasonal increase in collections (provide documentation of increased requirements)

Seasonal reduction in collections

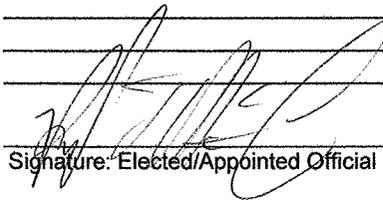
Eliminate fund -- no longer needed

Other

The fund is needed to so that the office can make change to defendants who choose to pay fines & fees with cash.

Our office is located in a remote area of town and the nearest retail and bank centers are at least a mile away.

*Please generate the funds by retaining monies from Revenue Fund - JL GL #001-3302-333-1012.*

  
Signature: Elected/Appointed Official or Designee

03-09-09  
Date:

Request Approved _____	Request Denied _____
Signature: County Auditor or Designee _____	Date: _____
Comments:	

REQUEST FOR ADJUSTMENT TO CHANGE FUND OR PETTY CASH FUND

Office/Department: Richard McCain, Travis County Constable, Pct. 3 / Dep#33

Request for Adjustment to (1) Change Fund (2) Petty Cash Fund (Circle one only)

Current Balance: \$ 0.00 (a) This should include total funds held for the office/department.

Requested Increase: \$ 200.00 (b) Please provide justification for requested increase in the space provided. Also, please provide source of funds to be used to establish increase.

Requested Decrease: \$ ( ) (c) Please provide justification for requested decrease. Also, please provide a copy of deposit warrant issued by County Treasurer's Office.

Revised Balance: \$ 200.00 (d) Amount to be presented to Commissioners' Court for approval.

Justification for Adjustment: (attach supporting documentation as necessary)

- Establish new fund (provide details)
Increase current fund (provide documentation of increased requirements)
Decrease current fund
Seasonal increase in collections (provide documentation of increased requirements)
Seasonal reduction in collections
Eliminate fund - no longer needed
Other

To Joe A.
#49480

The fund is needed so that the office can make change to defendants who choose to pay fines & fees with cash. Our office is located in a remote area of town and the nearest retail and bank centers are at least a mile away.

Please generate the fund by retaining monies from Revenue Fund - I1 GL# 001-3302-333-1012.

Signature: Elected/Appointed Official or Designee

Date: 03-09-09

Request Approved X Request Denied
Signature: County Auditor or Designee Date: 3/11/09
Comments:

32 ✓

# Travis County Commissioners' Court Agenda Request

Meeting Date: September 1, 2009

A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON INTERIM CHARGES FOR THE 81<sup>ST</sup> TEXAS LEGISLATURE, INCLUDING:

- A. SUGGESTED TOPICS FOR SUCH CHARGES, AND
- B. RECOMMENDATIONS FOR PROPOSING SUCH CHARGES TO THE APPROPRIATE MEMBERS OF THE LEGISLATURE.

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

**NONE APPLICABLE.**

## NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Rodney Rhoades, Executive Manager  
 Planning and Budget Office  
 Phone: 854-9106  
 Email: rodney.rhoades@co.travis.tx.us

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 AUG 25 PM 2:17

Danny Hobby, Executive Manager  
Emergency Medical Services  
Phone: 854-4416  
Email: danny.hobby@co.travis.tx.us

Joe Gieselman, Executive Manager  
Transportation and Natural Resources  
Phone: 854-9383  
Email: JOE.GIESELMAN@co.travis.tx.us

Roger Jefferies, Executive Manager  
Justice and Public Safety  
Phone: 854-4415  
Email: ROGER.JEFFERIES@co.travis.tx.us

Sherrie Fleming, Executive Manager  
Health and Human Services  
Phone: 854-4101  
Email: Sherri.Fleming@co.travis.tx.us

Cyd Grimes  
Purchasing Agent  
Phone: 854-9700  
Email: CYD.GRIMES@co.travis.tx.us

David Escamilla  
County Attorney  
Phone: 854-9415  
Email: David.Escamilla@co.travis.tx.us

Susan Spataro  
County Auditor  
Phone: 854-9125  
Email: Susan.Spataro@co.travis.tx.us

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

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

VOTING SESSION: 9/1/2009 WORK SESSION \_\_\_\_\_

I. A. REQUEST MADE BY: Judge Darlene Byrne  
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

10 minute video on Travis County Family Drug Treatment Court Program and presentation of success stories and results

\_\_\_\_\_  
**COUNTY JUDGE OR COMMISSIONER**

A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original & 8 copies).

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

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

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

**HUMAN RESOURCES DEPARTMENT (473-9165)**

A change in your Dept.'s personnel (reclassification, etc)

**PURCHASING OFFICE (473-9700)**

Bid, Purchase Contract, Request for Proposals

**COUNTY ATTORNEY'S OFFICE (473-9513)**

Contract, Agreement, Policy & Procedure

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 AUG 25 PM 3:20



**DARLENE BYRNE**  
Judge  
(512) 854-9313

**KATY GALLAGHER-PARKER**  
Staff Attorney  
(512) 854-4915

**Travis County Family Drug Treatment  
Court**

TRAVIS COUNTY COURTHOUSE  
P. O. BOX 1748  
AUSTIN, TEXAS 78767  
FAX: (512) 854-9771

**RENE R. SALINAS**  
Court Operations Officer  
(512) 854-9870

**MICHELLE KIMBROUGH**  
Travis County Drug Court  
Coordinator  
(512) 854-8876

**MEMORANDUM**

**DATE:** August 25, 2009  
**TO:** The Travis County Commissioner's Court  
**FROM:** Michelle Kimbrough, Family Drug Treatment Court Coordinator  
**RE:** The Family Drug Treatment Court Program

On behalf of the multidisciplinary Travis County Family Drug Treatment Court Program team, I am thrilled to have the opportunity to discuss our program with the The Travis County Commissioner's Court. The team would like the Court to know about the work that we are doing with families in Travis County.

The Travis County Family Drug Treatment Court program and the participants are funded through two grant funding sources:

- I.) Parenting In Recovery – a \$2.5 million dollar grant to Travis County Health and Human Services that provides inpatient substance abuse treatment at Austin Recovery for 90 days, housing support for up to 9 months, and additional recovery support services
- II.) The Office of the Governor, Criminal Justice Division – a \$98,500 grant over a period of one year that provides for the Drug Court Coordinator position, drug testing services, office and general operating supplies, and a few additional recovery support services

The Travis County Family Drug Treatment Court team believes that we have been very successful in working with families since we began in March of 2008. We would like to share some information with the Commissioner's Court about the contributions that we have made to the tax payers of Travis County and the cost savings that we believe have resulted.

# Who do we serve?

- 33% have had parental rights terminated to other children that are not a part of the current CPS lawsuit
- 62% have either tested positive for drugs and/or their newborns have tested positive at the time of birth
- 69% have been abusing drugs for more than 5 years
- 84% have a history of homelessness

# Criminal Histories of Participants

- 36% have spent time in prison, state jail, or TYC
- 53% have been arrested for or convicted of a drug related offense (possession, delivery, intoxication)
- 47% have been arrested for or convicted of violent crimes (assault, assault with weapon)
- 47% have been arrested for or convicted of theft, forgery, or fraud
- 18% have been arrested for or convicted of prostitution

# Mental Health Issues of Participants

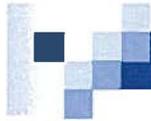
- 18% are diagnosed as mentally retarded or borderline mentally retarded
- 29% are diagnosed with a form of depression
- 24% are diagnosed with an anxiety disorder
- 18% are diagnosed with PTSD
- 18% are diagnosed with Bipolar or other mood disorder
- 53% are diagnosed with personality disorder or features
- Only 3% (one participant) is diagnosed with only a substance abuse/ use/ dependence disorder

# How are we doing?

- 7% have been sober for over one year
- 20% have been sober for over 9 months
- 40% have been sober for over 6 months
- 67% have been sober for over 3 months
- **4 babies have been born negative for all substances to mothers while they were in the program or after they left the program**



- 29% have obtained permanent housing
- 13% have begun training, literacy education, or GED preparation
- **1 participant has obtained a GED while in the program**
- 22% have obtained employment
- 71% have successfully completed inpatient treatment



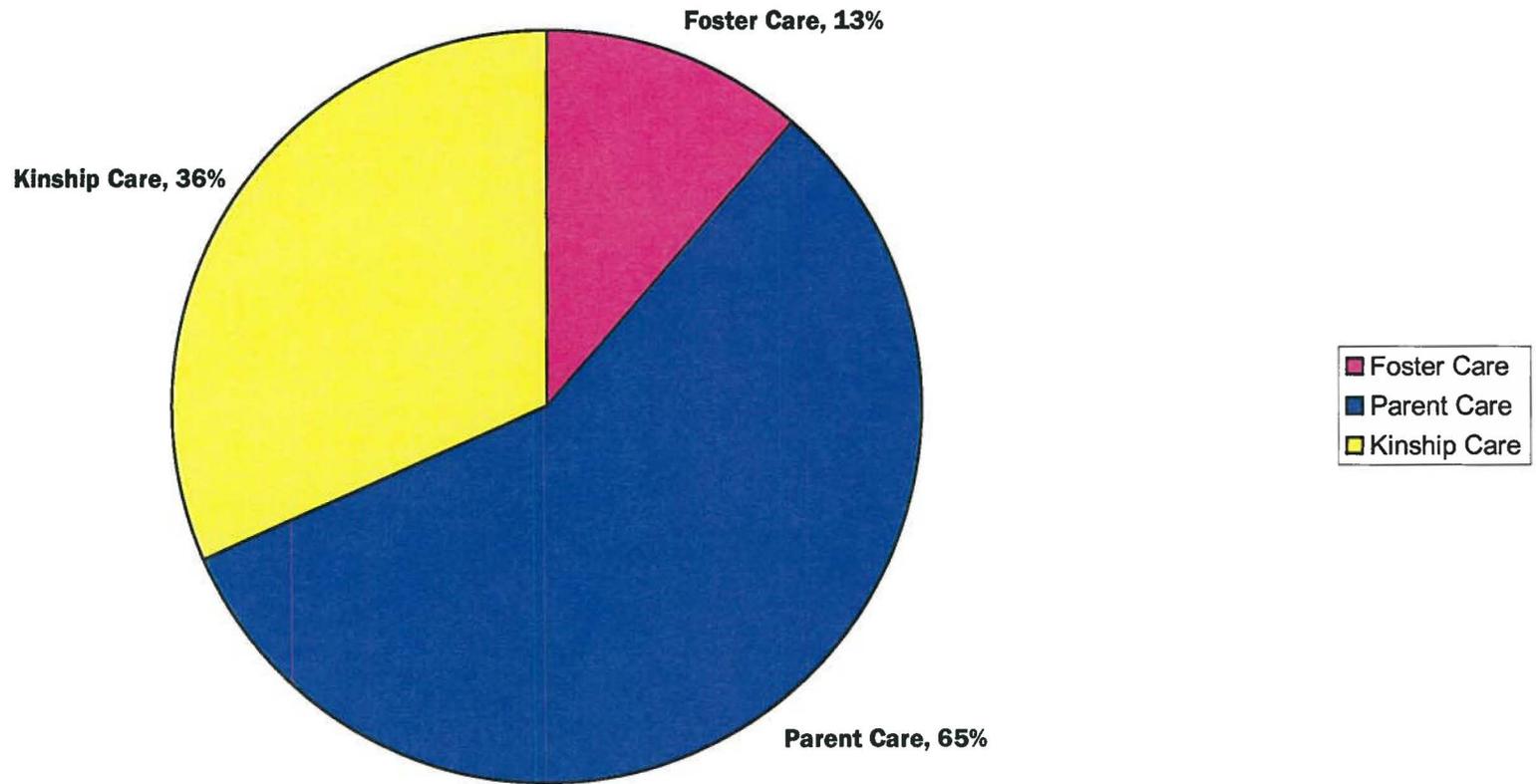
- 22% have successfully completed all levels of treatment (including aftercare)
- 29% have been reunified with their child(ren) while in the program and have not had a subsequent removal
- 27% have been able to keep their child(ren) with them due to the program's intervention and have not had the child(ren) removed while in the program



# What Does This Mean?

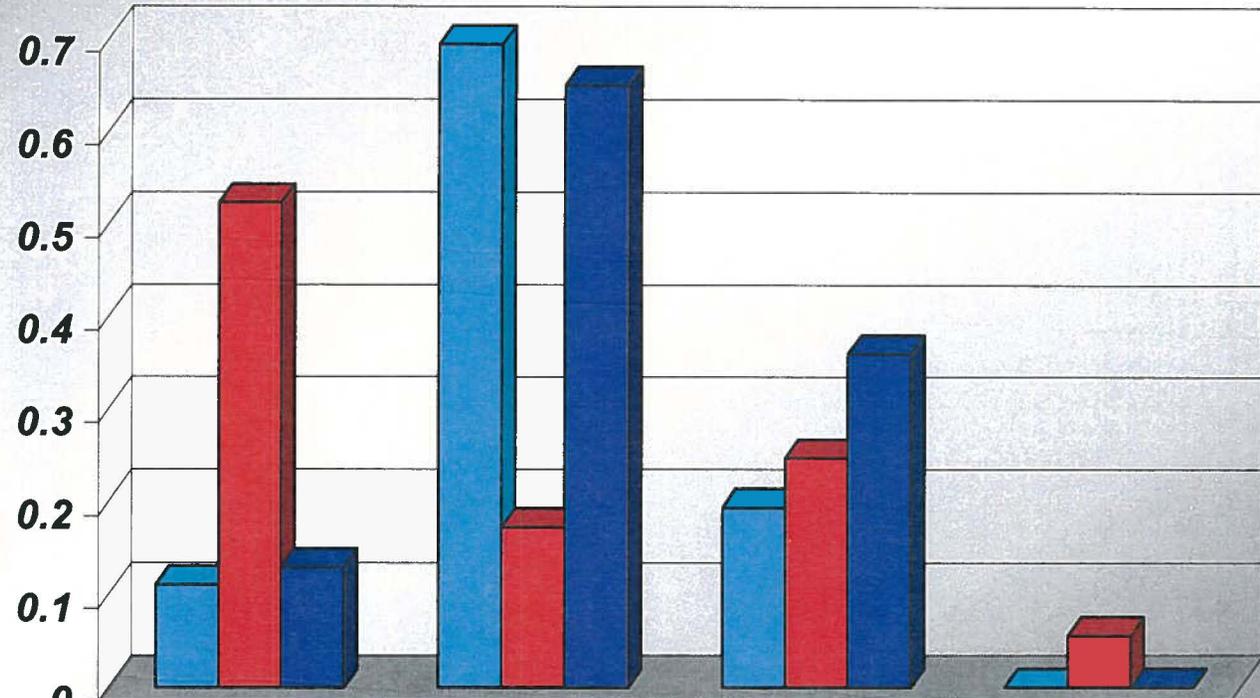
- Participants are becoming functional members of our society.
- Families are staying together.
- Parents are learning how to provide safe and healthy homes for their children.
- Fewer children are in foster care.
- Cost savings to the State and County for services.

**Travis County Family Drug Treatment Court**  
*Placement of Children in the Program*  
August 6, 2009



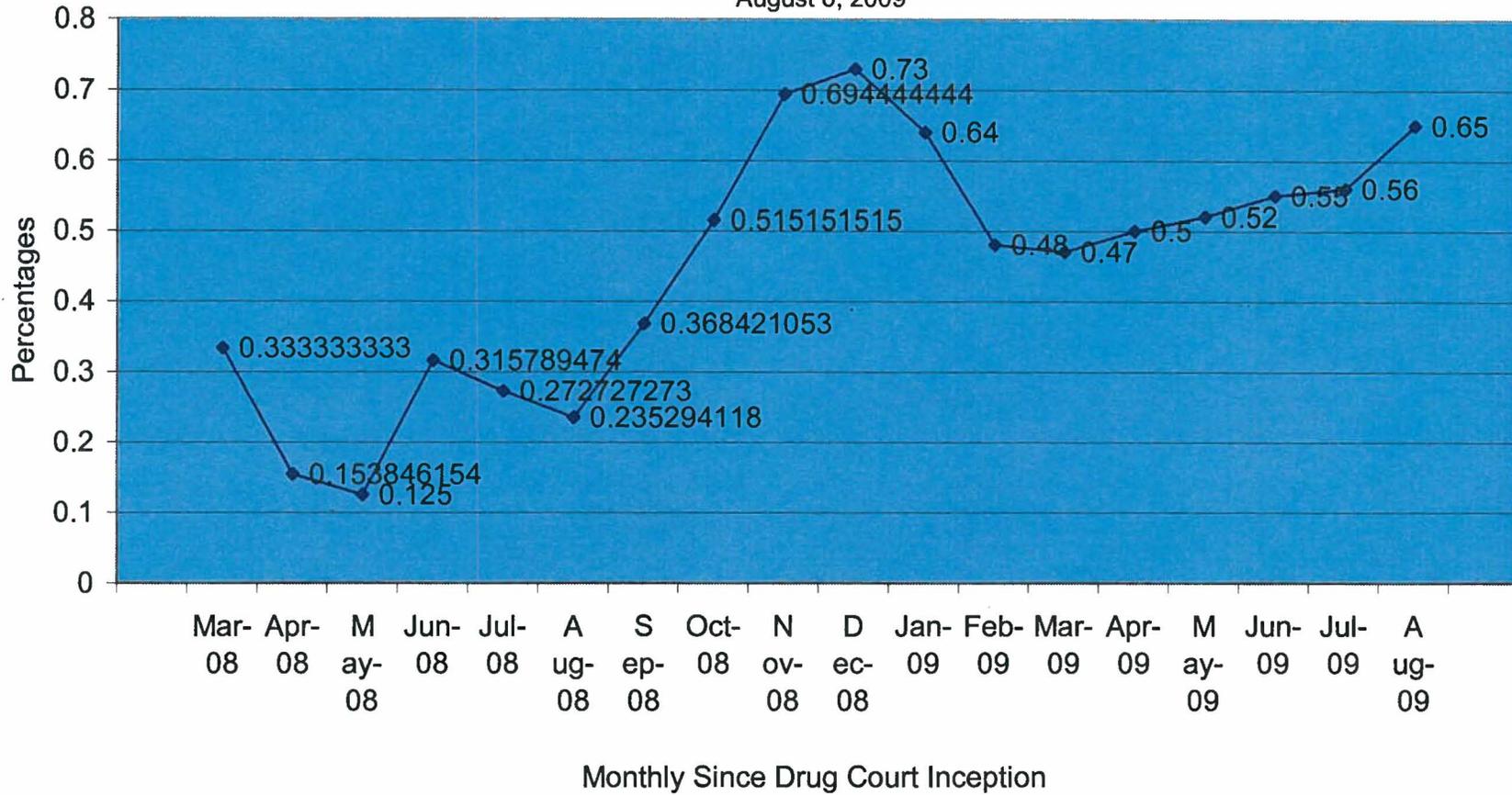
# Child Placements in Travis County

October, 2008 and August, 2009



	<i>Foster Care</i>	<i>Parent Care</i>	<i>Kinship Care</i>	<i>Adoptive Placements</i>
■ <i>Drug Court-Oct 2008</i>	0.111111111	0.694444444	0.194444444	0
■ <i>CPS - TMC Cases-Oct. 2008</i>	0.523364486	0.173416407	0.247144341	0.056074766
■ <i>Drug Court-Aug 2009</i>	0.13	0.65	0.36	0

Travis County Family Drug Treatment Court  
Children in Parent Care  
Since Drug Court Inception  
August 6, 2009



**An average of 55% of the children have been in Parent Care since January 2009.**

## Travis County Family Drug Treatment Court

### Estimated 18 Month Cost Savings on Child Placements

<b>Month</b>	<b>Estimated Monthly Cost Saving with Drug Court</b>
March-08	\$ 3,587.10
April-08	\$ 13,326.63
May-08	\$ 14,202.57
June-08	\$ 17,873.00
July-08	\$ 21,293.43
August-08	\$ 29,156.08
September-08	\$ 39,083.10
October-08	\$ 41,001.65
November-08	\$ 50,866.18
December-08	\$ 52,701.39
January-09	\$ 48,217.52
February-09	\$ 52,472.23
March-09	\$ 48,050.85
April-09	\$ 56,121.83
May-09	\$ 56,956.10
June-09	\$ 58,040.38
July-09	\$ 58,061.21
August-09	\$ 62,690.92
<b>Total</b>	<b>\$ 723,702.13</b>

\*\*

Based on :

1) 2008 CPS Monthly Average

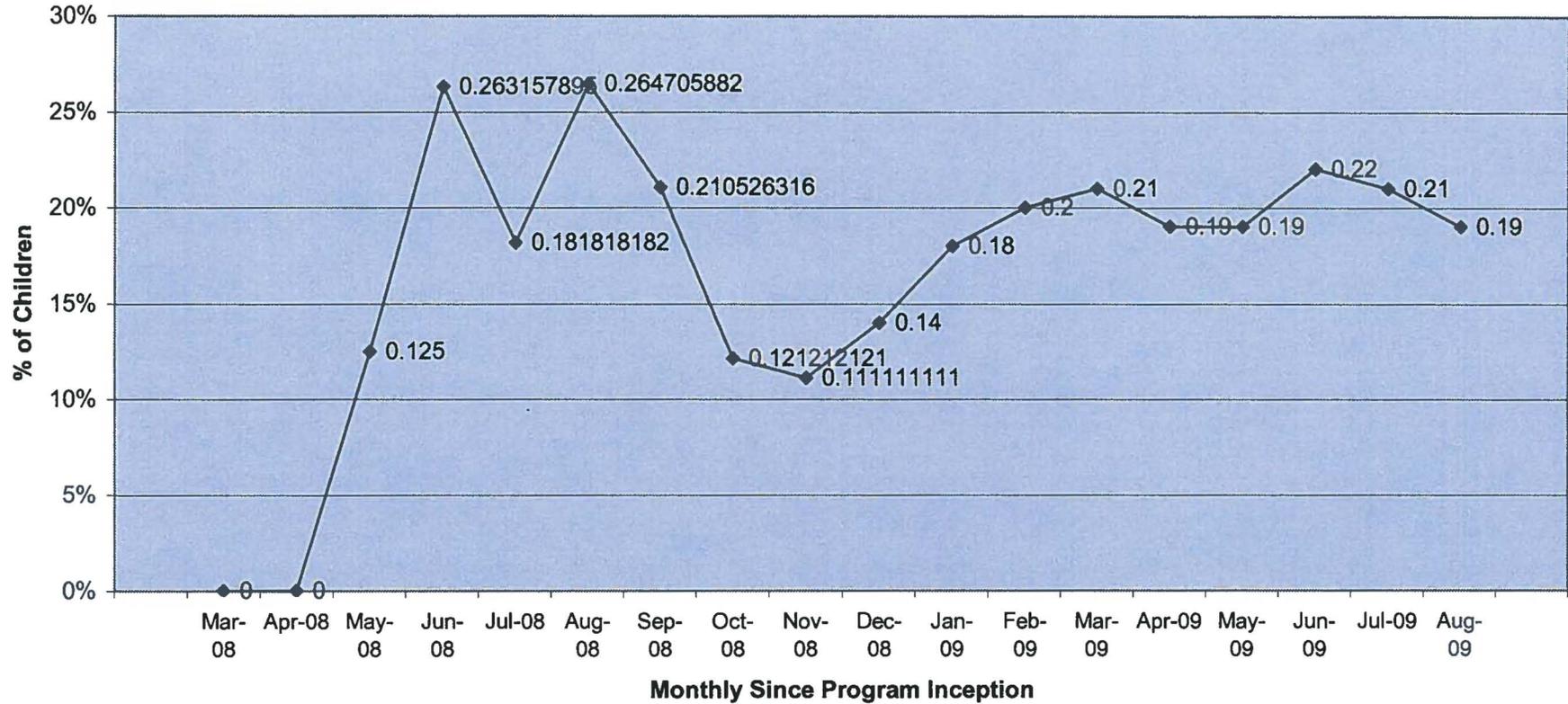
FPS Payment per

Foster Child (FTE)                      \$     1,793.55

2) 50% of Kinship costs would  
already incur without drug court.

3) Actual Drug Court Numbers of  
child placements

**Travis County Family Drug Treatment Court**  
Children in Foster Care  
August 6, 2009



**An average of only 17% of children in the drug court program have been in foster care since the program inception.**

## Helplines and Important Phone Numbers

- Drug Court Coordinator.....854-8876
- CPS (Travis County).....834-3195
- Parenting In Recovery Project Director.....854-5903
- Alcoholics Anonymous.....444-0071
- Narcotics Anonymous.....480-0004
- Cocaine Anonymous.....339-4357
- Austin Recovery.....697-8500
- Outreach, Screening, Assessment, & Referral (OSAR).....804-3482
- Abuse/ Neglect Hotline...1-800-252-5400
- Foundation Communities.....447-2026
- Hotline to Help.....472-HELP
- PES (Psychiatric Emergency)..454-3521
- Family Connections.....478-5725
- Worksource.....454-9675
- Any Baby Can.....454-3743
- SafePlace.....267-SAFE
- Easter Seals.....478-2581
- Infant Parent Program.....472-3142
- Emergency.....911
- Free Information and Referral.....211



**Court Location:**  
 126th Judicial District Court  
 1000 Guadalupe (Between 10th and 11th Streets);  
 4th Floor of the Courthouse  
 PO Box 1748  
 Austin, Texas 78767

**Drug Court Coordinator:**  
 Michelle Kimbrough, LCSW  
 (512) 854-8876 office  
 (512) 854-9771 fax  
 michelle.kimbrough@co.travis.tx.us

## The Travis County Family Drug Treatment Court A Guide for Parents



The Honorable Darlene Byrne  
 Presiding Judge

### THE MISSION:

To protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers.

## Key Elements of Drug Court

- ⇒ Support for you in the goal of either having your children returned to you or in keeping your children in the home with you
- ⇒ Assistance in fighting the cycle of addiction and the problems associated with alcohol and/or other substance abuse
- ⇒ Assistance with gaining access to services designed to help you get and stay sober and help you achieve success for you and your children. (Services are subject to availability and depend on the service plan developed for each individual)
- ⇒ Support from a collaborative team of professionals including the Judge, a substance abuse treatment provider, a drug court coordinator, CPS, a Court Appointed Special Advocate (CASA), and an attorney to represent you in drug court
- ⇒ Requires that you remain sober, attend drug court hearings as required (initially on a weekly basis), and follow all tasks on your service plan
- ⇒ With success, you will progress through a program of four different phases with rewards along the way and celebrations as you complete each phase's requirements
- ⇒ The ultimate goal for your success will be a safe, stable, sober lifestyle in which you live together with your children in your home
- ⇒ Drug court can provide a helping hand to you,



but ultimately you are the one that will fight for your recovery and take responsibility for your success

A Helping Hand for Parents

## The Philosophy of Drug Court



In Travis County, the Court has noticed that many of the CPS Court cases directly relate to the parent's substance abuse. It is estimated that one half

or more of cases involving CPS nationwide also involve substance abuse. For this reason, it is critical to children's safety for parents to obtain quality substance abuse treatment, learn the tools to remain clean and sober, and apply those tools to their lifestyles.

The Travis County Family Drug Treatment Court has been set up to assist parents through their recovery. It focuses primarily on the parent and uses the parent's own strengths and the support of their friends and family to produce better outcomes for the children.

It is our hope that we can work together to create safer, happier homes for our Travis County parents and children.



The Travis County Family Drug Treatment Court is an option for parents who have a substance abuse problem and wish to commit to a lifetime of recovery. It offers additional support to parents already involved with the CPS Court system. The program usually takes between 12-18 months to complete.

## THE TRAVIS COUNTY FAMILY DRUG TREATMENT COURT

"A Safe Start for a Safe Future"

# C2



Travis County Commissioners Court Agenda Request

Voting Session 9/1/09  
(Date)

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

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

B. Requested Text:

**Consider and take appropriate action on:**

**A. Approve setting a public hearing date for September 15, 2009, to receive comments regarding a plat for recording in Precinct 4: Maria Gonzalez Subdivision, Resubdivision of Part of Lot 35, WH Tobin Subdivision – 1 Total Lot(s) – 2.33 acres – FM 812 – No fiscal required – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).**

B. 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:

Jose Luis Arriaga: 854-7562 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  
09:00 AM 9/1/09

**AGENDA REQUEST DEADLINE:** This Agenda Request complete with backup memorandum and exhibits **MUST** be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

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

**BACK-UP MEMORANDUM**

August 21, 2009,

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director, Development Services 

SUBJECT: Maria Gonzalez Subdivision, Resubdivision of Lot 35, WH Tobin Subdivision

***PROPOSED MOTION:***

**Consider and take appropriate action on:**

**A. Approve setting a public hearing date for September 15, 2009, to receive comments regarding a plat for recording in Precinct 4: Maria Gonzalez Subdivision, Resubdivision of Part of Lot 35, WH Tobin Subdivision – 1 Total Lot(s) – 2.33 acres – FM 812 – No fiscal required – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).**

***SUMMARY AND STAFF RECOMMENDATION:***

The property owner of part of Lot 35, WH Tobin Subdivision wishes to resubdivide part of Lot 35 into 1 additional lot for commercial uses. There are no new public or private streets proposed with this resubdivision plat. This plat is not subject parkland dedication because the applicant is not proposing any type of residential uses.

As this plat application meets all City of Austin/Travis County Single Office standards and has been approved by the City, TNR staff recommends approval of the plat.

***ISSUES AND OPPORTUNITIES:***

As part of Title 30 LDC public notification requirements for a resubdivision final plat in the City of Austin's ETJ, a notification letter was mailed to all residents within 500 feet of the proposed resubdivision to announce the date, time, and location of the public hearing for both city and county meetings.

In addition, 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. Lastly, the applicant sent the non-residential notice as (see attached) to all required parties because the applicant is proposing a commercial uses.

***BUDGETARY AND FISCAL IMPACT:***

None.

***REQUIRED AUTHORIZATIONS:***

None.

***EXHIBITS:***

Existing Plat  
Proposed Plat  
Precinct map  
Location map

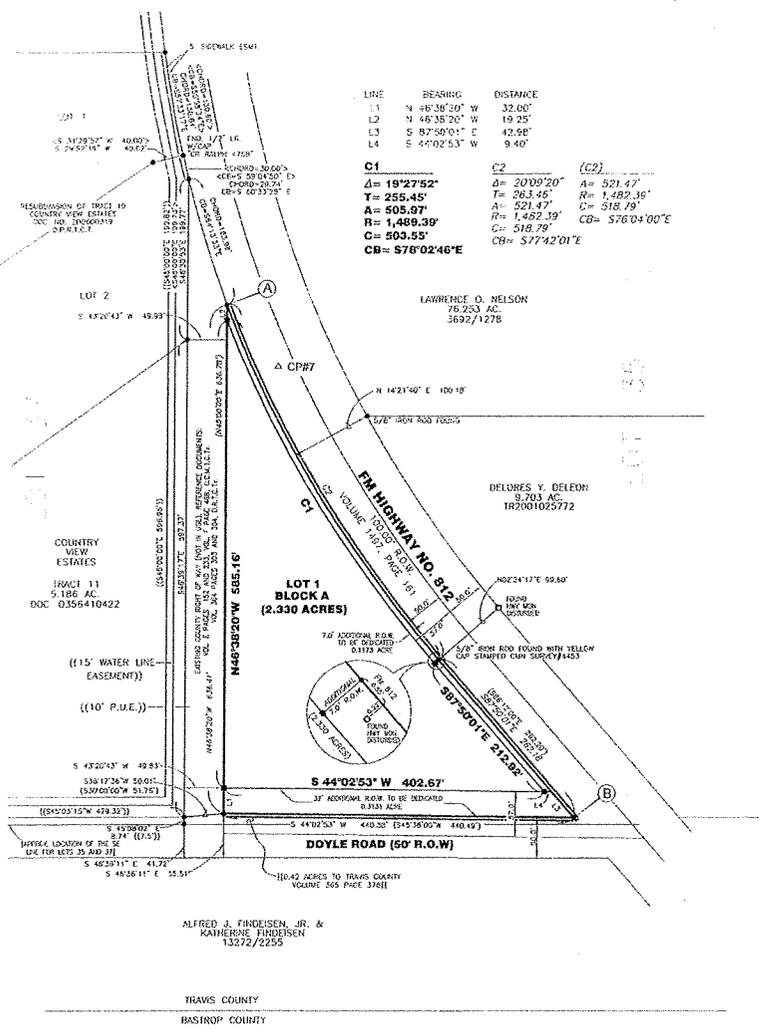
AMB: JLA  
1105

# MARIA GONZALEZ SUBDIVISION PLAT

A RESUBDIVISION OF LOT 35, W.H. TOBIN'S SUBDIVISION

## LEGEND

- ..... PROPOSED SIDEWALK
- 1/2" IRON RODS SET WITH CAP STAMPED "TRI-TECH"
- 1/2" IRON RODS FOUND, EXCEPT WHERE NOTED
- HIGHWAY R.O.W. (RIGHT OF WAY) MONUMENT FOUND
- 1/2" IRON ROD SET WITH CAP STAMPED "TRI-TECH" SET IN CONCRETE
- C.C.M.C.T.X. COMMISSIONER COURT MINUTES TRAVIS COUNTY, TEXAS
- P.R.T.C.T.X. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- D.R.T.C.T.X. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T.X. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- D.D.R.T.C.T.X. DECREE OF DIVORCE RECORDS TRAVIS COUNTY, TEXAS
- ( ) RECORD DATA PER DOCUMENT TRV 2002079526 FILED AND RECORDED APRIL 25, 2002 D.O.R.T.C.T.X.
- (( )) RECORD DATA PER COUNTRY VIEW ESTATES SUBDIVISION BOOK 102, PAGES 162 AND 163 FILED FOR RECORD OCTOBER 29TH, 1998, P.R.T.C.T.X.
- | | RECORD DATA PER VOLUME 3502, PAGE 1287 FILED: DECEMBER 12, 1968, O.P.R.T.C.T.X.
- || RECORD DATA PER VOLUME 365, PAGE 376 FILED: 09/26/24, D.R.T.C.T.X.
- < > RECORD DATA PER RESUBDIVISION OF TRACT 10 DOC. NO. 200600319, FILED FOR RECORD OCTOBER 13, 2006, O.P.R.T.C.T.X.



## GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED IN THE MAHA CREEK WATERSHED, WHICH IS CLASSIFIED BY THE CITY OF AUSTIN AS AN SUBURBAN WATERSHED. THE SITE IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.
2. THE ELECTRIC SERVICE PROVIDER HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBS AND OTHER OBSTRUCTIONS TO THE EXISTING NECESSARY TO KEEP THE EASEMENTS CLEAR. THE ELECTRIC SERVICE PROVIDER WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH LOC 30-5.
3. ALL RESTRICTIONS AND NOTES FROM THE PREVIOUS EXISTING SUBDIVISION, WILLIAM H. TOBIN'S SUBDIVISION, BOOK 1, PAGE 64, SHALL APPLY TO THIS RESUBDIVISION PLAT.
4. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY FORDING OR OTHER APPROVED METHODS. WATER SERVICE PROVIDED BY AQUA WATER SUPPLY CORPORATION.
5. ALL PROPOSED CONSTRUCTION OR SITE ALTERATION REQUIRES APPROVAL OF A SEPARATE DEVELOPMENT PERMIT.
6. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS OR ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF THE SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNERS UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
7. EROSION / SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION FOR EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LOC SECTION 30-05-101 AND THE ENVIRONMENTAL CRITERIA MANUAL.
8. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA OF EACH LOT PURSUANT TO LAND DEVELOPMENT CODE 30-05-211, AND THE ENVIRONMENTAL CRITERIA MANUAL.
9. TWO YEAR PEAK FLOW CONTROL AS DETERMINED UNDER THE DRAINAGE CRITERIA MANUAL IS REQUIRED PURSUANT TO LAND DEVELOPMENT CODE 30-4-61.
10. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO THE CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR THE CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
11. ANY BUILDING(S) / SHED(S) THAT CROSS THE PROPOSED PROPERTY LINE MUST BE MOVED OFF THE PROPERTY LINE PRIOR TO ISSUANCE OF ANY PERMITS.
12. A DRIVEWAY PERMIT FROM TxDOT WILL BE REQUIRED PRIOR TO CONSTRUCTION OF ANY DRIVEWAY ACCESSING FM HWY 812. A DRIVEWAY PERMIT FROM TRAVIS COUNTY WILL ALSO BE REQUIRED PRIOR TO CONSTRUCTION OF ANY DRIVEWAY ACCESSING DOYLE ROAD.
13. THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. ALL WATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
14. LOT 1, BLOCK "A" IS RESTRICTED TO ANY TYPE OF USES OTHER THAN ANY TYPE OF RESIDENTIAL.
15. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG F.M. HIGHWAY NO. 812. THESE SIDEWALKS SHALL BE BUILT PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHELD OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY PER LOC 30-3-191.
16. PRIOR TO CONSTRUCTION, EXCEPT SINGLE FAMILY AND/OR DUPLEX ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
17. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OF ASSIGNS.
18. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
19. TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
20. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BUT THE CITY OF AUSTIN OR TRAVIS COUNTY.
21. WASTEWATER TO BE HANDLED BY ON-SITE SEPTIC SYSTEM.

## BASIS OF HORIZONTAL & VERTICAL CONTROL

### G.P.S. CONTROLLING MONUMENTS

BEARINGS NOTED ON THIS SURVEY ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, TEXAS, SOUTH CENTRAL ZONE 4204 (NAD-83 HARN) DATUM. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT: "TUD-314", "A2270075", "A22780692" AND "A2278069" WITH AN AVERAGED COMBINED SCALE FACTOR = 0.9999400.

NOTE: ALL DISTANCES ARE GRID DISTANCES.

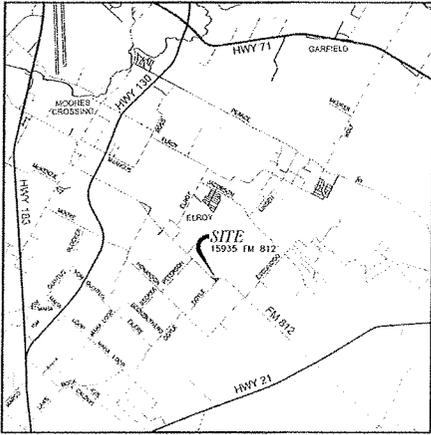
### GRID COORDINATES

"TUD-314"	"A2270075"
NORTH = 13,958,592.80	NORTH = 13,966,612.60
EAST = 2,389,921.54	EAST = 2,396,440.54
ELEV. = 535.25'	ELEV. = 492.91'
"A22780692"	"A2278069"
NORTH = 13,970,056.84	NORTH = 13,969,029.48
EAST = 2,358,952.48	EAST = 2,388,635.81
ELEV. = 547.54'	ELEV. = 540.54'

### PROJECT MONUMENTS

CONTROL POINT #6, 60 PK NAIL SET	NORTH = 13,952,095.73
GPS POINT #7	EAST = 2,406,811.87
	ELEV. = 561.51'
(A) 1/2" IRON ROD FOUND	NORTH = 13,952,095.73
	EAST = 2,406,811.57
(B) 1/2" IRON ROD FOUND	NORTH = 13,951,955.31
	EAST = 2,407,580.45

## LOCATION MAP



**TRI-TECH SURVEYING COMPANY, L.P.**  
 Formerly Deery Safety Land Surveyors, PC  
 WWW.SURVEYINGCOMPANY.COM  
 2616 Junction Hwy Phone: (512) 440-0222  
 Kerrville, Texas, 78028 Fax: (512) 440-0224

**MARIA GONZALEZ SUBDIVISION**  
 OUT OF AND A PART OF  
 LOT 35 OF  
 THE WILLIAM H. TOBIN'S SUBDIVISION  
 VOLUME 1, PAGE 64  
 PLAT RECORDS OF TRAVIS COUNTY, TX

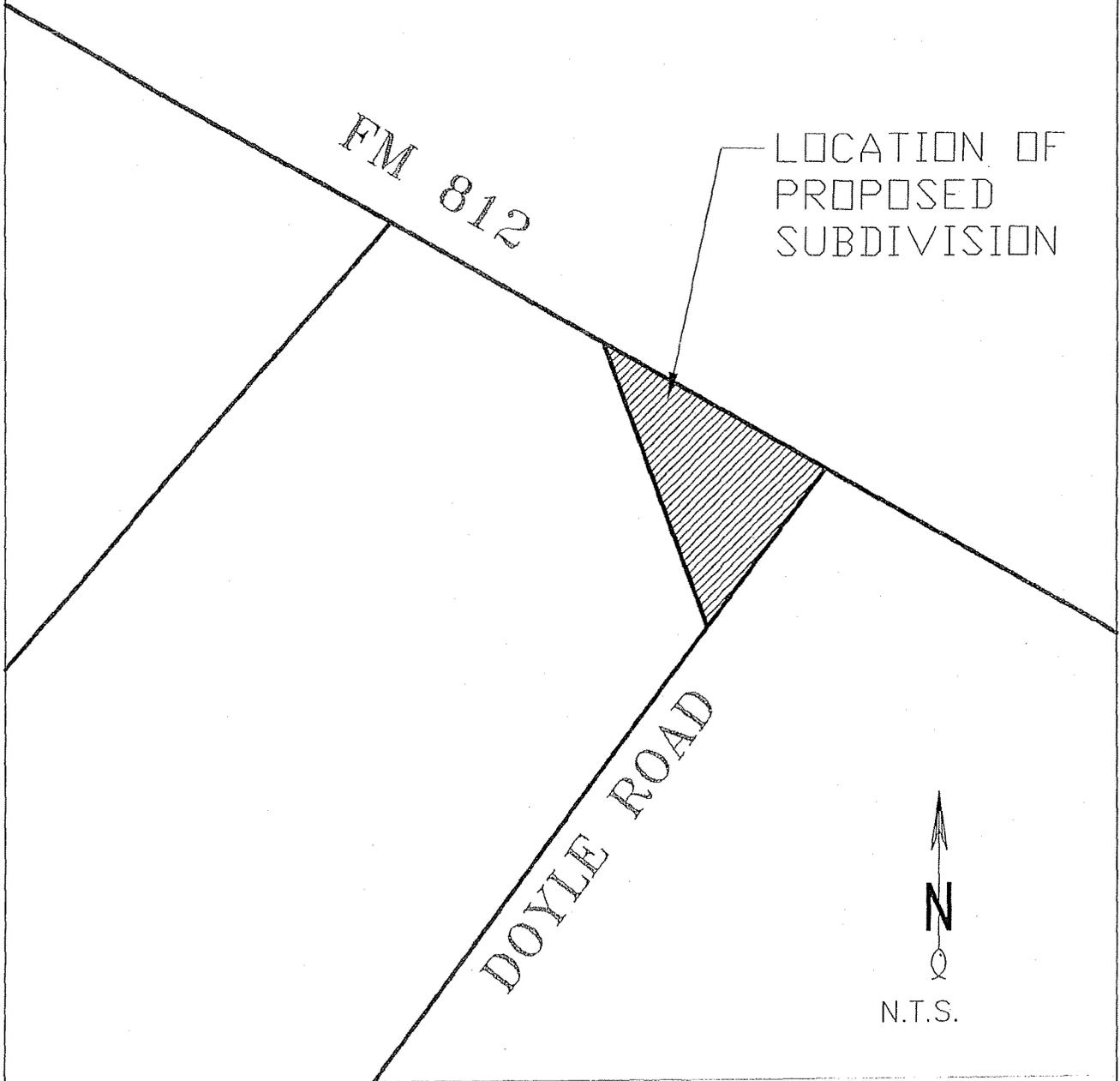
### DRAWING INFORMATION

JOB NO. C8J-2008-0114-0A  
 CALCULATED BY: M. BASS  
 DRAWN BY: M. BASS  
 CHECKED BY: G. BRADSHAW  
 BEARING BASE: TEXAS STATE PLANE COORDINATE SYSTEM  
 PLAT FILE: C8J-2008-0114-0A PLAT FILE  
 PER TABLE TELTCH-078

CASE NUMBER: C8J-2008-0114-0A

Genesis 1 Engineering Co.  
Austin, Tx

LOCATION MAP  
MARIA GONZALEZ SUBDIVISION



LOCATION OF  
PROPOSED  
SUBDIVISION

FM 812

DOYLE ROAD







**Genesis 1 Engineering C**

2605 JONES ROAD, SUITE E, AUSTIN, TEX  
 (512) 899-2246 FAX: (512) 899-2203 EMAIL: [engineer@genesis1.com](mailto:engineer@genesis1.com)  
 A CONSULTING ENGINEERING COMPANY  
 COMMERCIAL PROJECTS • RESIDENTIAL

October 20, 2008

Case number: C8J-

Mr. Alfred J Jr. Findeisen  
 C/O Ms. Katherine Findeisen  
 2829 FM 812  
 Del Valle, TX 78617-5418

7116 7116 5224 0000 4472 2008

<b>CERTIFIED MAIL RECEIPT</b> <i>(Domestic Mail Only, No Insurance Coverage Provided)</i>		
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>		
<b>DEL VALLE TX 78617-5418</b>		
Postage	\$ 0.42	0186
Certified Fee	\$2.70	06
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.12	10/23/2008

Sent To: Mr. Alfred J. Jr. Findeisen  
 C/O Ms. Katherine Findeisen  
 Street, Apt. No. or PO Box No. 2829 FM 812  
 City, State, ZIP+4 Del Valle, TX 78617-5418

PS Form 3800, August 2006

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**Owner's phone number:** (512) 247-2727

**Agent's name:** George A. Gonzalez Jr.

**Agent's phone number:** (512) 899-2246

**Travis County Case Manager:** Joe Arriaga

**Case Manager's phone number:** (512) 854-7562

For more information please contact the project's owner, agent, or the case manager. For copies of the project please make an Open Records Request by calling 854-7683.

Sincerely,

**George A. Gonzalez Jr., P.E.**



# Genesis 1 Engineering Co

2605 JONES ROAD, SUITE E, AUSTIN, TEXA  
(512) 899-2246 FAX: (512) 899-2203 EMAIL: engineer1@genesis1.com

A CONSULTING ENGINEERING COMPA  
COMMERCIAL PROJECTS • RESIDENTIA

October 20, 2008

Case number: C8J-2

Ms. Dolores Y. Deleon  
16104 FM 812  
Del Valle, TX 78617-5414

**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only. No Insurance Coverage Provided)

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DEL VALLE TX 78617-5414

Postage	\$ 0.42	0186
Certified Fee	\$2.70	06
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.12	10/23/2008

Sent To: *Ms. Dolores Y. Deleon*  
 Street, Apt. No., or PO Box No.: *16104 FM 812*  
 City, State, ZIP+4: *Del Valle, TX 78617-5414*

PS Form 3800, August 2006 See Reverse for Instructions

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Sincerely,

**George A. Gonzalez Jr., P.E.**



# Genesis 1 Engineering C

2605 JONES ROAD, SUITE E, AUSTIN, TEX  
(512) 899-2246 FAX: (512) 899-2203 EMAIL: [engineer@genesis1.com](mailto:engineer@genesis1.com)

A CONSULTING ENGINEERING COMP  
COMMERCIAL PROJECTS • RESIDENTI

October 20, 2008

Case number: C8J-

Mr. Carlos & Julia Guerrero  
434 Riddle Rd  
Cedar Creek, TX 78612-3362

7130  
4255  
5527  
0000  
1140  
0000  
7008

**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**  
CEDAR CREEK TX 78612-3362

Postage	\$ 0.42	0186
Certified Fee	\$2.70	06
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.12	10/23/2008

Sent To: Mr. Carlos & Mrs. Julia Guerrero  
Street, Apt. No., or PO Box No. 434 Riddle Road  
City, State, ZIP+4 Cedar Creek TX 78612-3362

PS Form 3800, August 2006

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Sincerely,

**George A. Gonzalez Jr., P.E.**



# Genesis 1 Engineering C

2605 JONES ROAD, SUITE E, AUSTIN, TEX  
(512) 899-2246 FAX: (512) 899-2203 EMAIL: engineer1

A CONSULTING ENGINEERING COMP  
COMMERCIAL PROJECTS • RESIDENTI

October 20, 2008

Case number: C8J-

Mr. Raul A. Rendon & Ms. Carmen Degollado  
10140 Doyle Rd  
Del Valle, TX 78617-5305

7006 1140 0000 4255 7079

**CERTIFIED MAIL RECEIPT**  
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**DEL VALLE TX 78617-5305**

Postage	\$ 0.42	0186
Certified Fee	\$2.70	06
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here 100
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.12	10/23/2008

Sent To: Raul A. Rendon & Carmen Degollado  
Street, Apt. No.,  
or PO Box No. 10140 Doyle Rd  
City, State, ZIP+4  
Del Valle, TX 78617-5305

PS Form 3800, August 2006

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**Case Manager's phone number:** (512) 854-7562

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Sincerely,

**George A. Gonzalez Jr., P.E.**



# Genesis 1 Engineering C

2605 JONES ROAD, SUITE E, AUSTIN, TEX.  
(512) 899-2246 FAX: (512) 899-2203 EMAIL: [engineer1@genesis1eng.com](mailto:engineer1@genesis1eng.com)

A CONSULTING ENGINEERING COMP.  
COMMERCIAL PROJECTS • RESIDENTIAL

October 20, 2008

Case number: C8J-

South Pass Development Llc  
C/O Mr. Jose E & Mrs. Carolina Sanchez (C/S)  
10200 Doyle Rd  
Del Valle, TX 78617-5306

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
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**DEL VALLE TX 78617-5306**

Postage	\$ 0.42	0186
Certified Fee	\$2.70	06
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.12	10/23/2008

Sent to *South Pass Development Llc*  
*Mr Jose E & Carolina Sanchez*  
Street, Apt. No.,  
or PO Box No. *10200 Doyle Rd*  
City, State, ZIP+4  
*Del Valle, TX 78617-5306*

PS Form 3800, August 2005 See Reverse for Instructions

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**George A. Gonzalez Jr., P.E.**



# Genesis 1 Engineering C

2605 JONES ROAD, SUITE E, AUSTIN, TEX.  
(512) 899-2246 FAX: (512) 899-2203 EMAIL: [engineer1@genesis1eng.com](mailto:engineer1@genesis1eng.com)

A CONSULTING ENGINEERING COMP.  
COMMERCIAL PROJECTS • RESIDENTIAL

October 20, 2008

Case number: C8J-

Mr. Terry L. Sinegal & Ms. Paula M  
PO Box 1301  
Del Valle, TX 78617-1301

(Domestic Mail Only, no Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

DEL VALLE TX 78617-1301

Postage	\$ 0.42	0186 06 Postmark Here 10/23/2008
Certified Fee	\$2.70	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.12	10/23/2008

7008 1140 0000 4255 7147

Sept To  
Mr. Terry L. Sinegal & Ms. Paula M.  
Street, Apt. No.,  
or PO Box No. P.O. Box 1301  
City, State, ZIP+4  
Del Valle, TX 78617-1301  
PS Form 3800, August 2006 See Reverse for Instructions

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Sincerely,

**George A. Gonzalez Jr., P.E.**



**Genesis 1 Engineering C**

2605 JONES ROAD, SUITE E, AUSTIN, TEX  
 (512) 899-2246 FAX: (512) 899-2203 EMAIL: engineer1

A CONSULTING ENGINEERING COMP,  
 COMMERCIAL PROJECTS • RESIDENTI

October 20, 2008

Case number: C8J-2

Mr. Mazimino Moreno  
 15909 FM 812  
 Del Valle, TX 78617-5462

4572 5522 0000 1140 0000 7008

**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**DEL VALLE TX 78617-5462** **OFFICIAL USE**

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Certified Fee	\$ 2.70	06 Postmark Here
Return Receipt Fee (Endorsement Required)	\$ 0.00	
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
Total Postage & Fees	\$ 3.12	10/23/2008

Sent To Mr. Mazimino Moreno  
 Street, Apt. No., or PO Box No. 15909 FM 812  
 City, State, ZIP+4 Del Valle, TX 78617-5462

PS Form 3800, August 2006 See Reverse for Instructions

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Sincerely,

**George A. Gonzalez Jr., P.E.**



# Genesis 1 Engineering C

2605 JONES ROAD, SUITE E, AUSTIN, TEXAS  
(512) 899-2246 FAX: (512) 899-2203 EMAIL: [engineer@genesis1eng.com](mailto:engineer@genesis1eng.com)

A CONSULTING ENGINEERING COMPANY  
COMMERCIAL PROJECTS • RESIDENT

October 20, 2008

Case number: C8J-

Mr. Nelson Lawrence  
C/O Ms. Jeannie Shirley  
3005 Pin Oak Ct  
Austin, TX 78704-4836

7008 1140 0000 4255 7178

CERTIFIED MAIL RECEIPT (Domestic Mail Only, No Insurance Coverage Provided)		
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>		
AUSTIN TX 78704-4836		
Postage	\$ 0.42	0186
Certified Fee	\$ 2.70	06
Return Receipt Fee (Endorsement Required)	\$ 0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
Total Postage & Fees	\$ 3.12	10/23/2008
Sent To: Mr. Nelson Lawrence C/O: Ms. Jeannie Shirley Street, Apt. No., or PO Box No.: 3005 Pin Oak Ct City, State, ZIP+4: Austin, TX 78704-4836		
PS Form 3800, August 2006		

Please be advised that the property located at **15935 FM 812** in your area contains a development that is considered a non-residential use of land. The development contains **The Maria Gonzalez Subdivision** that will be used for **Commercial Retail**. Please see the attached site location map for clarification.

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2605 JONES ROAD, SUITE E, AUSTIN, TEX  
(512) 899-2246 FAX: (512) 899-2203 EMAIL: [engineer](mailto:engineer)

A CONSULTING ENGINEERING COMI  
COMMERCIAL PROJECTS • RESIDENT

October 20, 2008

Case number: C8J-

Mr. David R. Bolton  
3103 Bee Cave Rd., Ste 225  
Austin, TX 78746-5523

7000 1140 0000 4255 4202 4012

<b>CERTIFIED MAIL RECEIPT</b> <i>(Domestic Mail Only. No Insurance Coverage Provided)</i>		
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>		
AUSTIN TX 78746-5523		
Postage	\$ 0.42	0186
Certified Fee	\$ 2.70	06
Return Receipt Fee (Endorsement Required)	\$ 0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
Total Postage & Fees	\$ 3.12	10/23/2008
Sent to: <i>Mr. David R. Bolton</i>		
Street, Apt. No., or PO Box No. <i>3103 Bee Cave Rd Ste 225</i>		
City, State, ZIP+4 <i>Austin, TX 78746-5523</i>		
PS Form 3800 August 2006 See Reverse for Instructions		

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# Genesis 1 Engineering C

2605 JONES ROAD, SUITE E, AUSTIN, TEX  
(512) 899-2246 FAX: (512) 899-2203 EMAIL: engineer

A CONSULTING ENGINEERING COMP  
COMMERCIAL PROJECTS • RESIDENT

October 20, 2008

Case number: C8J-

Mr. Fidelmar B. Martinez  
15915 FM Road 812  
Del Valle, TX 78617

**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

DEL VALLE TX 78617

Postage	\$ 0.42	0186
Certified Fee	\$2.70	06
Return Receipt Fee (Endorsement Required)	\$0.00	87 Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.12	10/23/2008

Sent To: *Mr. Fidelmar B. Martinez*  
 Street, Apt. No.,  
 or PO Box No. *15915 FM Road 812*  
 City, State, ZIP+4  
*Del Valle, TX 78617*

PS Form 3800, August 2006

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Sincerely,

**George A. Gonzalez Jr., P.E.**

# **C3**

Travis County Commissioners Court Agenda Request

Voting Session 9/01/09  
(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 approving the setting of a Public Hearing on September 22, 2009, to receive comments regarding a request to authorize the filing of an instrument to vacate a portion of Old Manor Road and Boyce Lane, Precinct 1.**

C. Approved by: [Signature]  
Commissioner Ron Davis, Precinct One

COMMISSIONER'S OFFICE  
TRAVIS COUNTY  
2009 AUG 21 PM 2:22

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

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

<u>Chris Gilmore:</u>	<u>854-9415</u>	<u>Greg Chico:</u>	<u>854-4659</u>
<u>Anna Bowlin:</u>	<u>854-7561</u>	<u>Dee Heap:</u>	<u>854-7647</u>
		<u>Tony Valdez</u>	<u>854-7567</u>

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 AUG 21 PM 3:06

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

### MEMORANDUM

DATE: August 19, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services 

MOTION: Consider and take appropriate action on approving the setting of a Public Hearing on September 22, 2009, to receive comments regarding a request to authorize the filing of an instrument to vacate a portion of Old Manor Road and Boyce Lane, Precinct 1.

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

Travis County entered into the Parmer Lane Participation Agreement October 31, 2006. A condition of that agreement is that in exchange for the conveyance of the Real Property interests, as well as Drainage and Lateral Support Easements, and upon completion of the final accounting, the County will convey to the Developer the County's fee simple title or vacate any easement interests in any abandoned segments of right of way for Old Highway 20 and Boyce Lane. TNR has received a request from the current property owners' engineer requesting to vacate a portion of Old Manor Road and a portion of Boyce Lane.

The dedication of these roads was accepted by the Travis County Commissioners Court in Road Book 1, Pages 16-29, 1898-1902. The portion of Boyce Lane will be vacated to the Butler Family Partnership Ltd. because the entity owns the land on both sides of the road. The vacation of Old Manor Road will be the middle portion to the Butler Family Partnership, Ltd., again because it owns the land on both sides of the road. The east and west portions will be divided by the current land owners on either side of the road, SCC Eastbourne Manor LP and the Butler Family Partnership, Ltd..

Additionally, Travis County also owns a portion of the right of way of Old Manor Road as it lies adjacent to U.S. Hwy. 290. That portion is to be deeded to the Bulter Family Partnership. Ltd., by the action which follows the Public Hearing on September 22, 2009.

TNR recommends the vacation of the portions of Old Manor Road and Boyce Lane as shown in the attached Order of Vacation and as shown on the attached Field Notes and maps.

August 19, 2009

Page 2

**Budgetary and Fiscal Impact:**

None.

**Issues and Opportunities:**

When a developer partners with Travis County to build a major road that benefits the County as well as the property owner's development, it is important to follow through and release the portions of roads abandoned by the new construction.

Per the Parmer Lane Participation Agreement, the construction is divided into construction phases. Phase One A, from U.S. 290 to Old Manor Road, and Phase One B, from Old Manor Road to the centerline of the Capital Metropolitan rail road right of way. This construction is complete and will be accepted for maintenance by another item on the September 22, 2009 Agenda. The final accounting for these two phases of Parmer Lane will be complete by the end of September. The Performance Period for these phases will be complete in November, 2009.

**Required Authorizations:**

None.

**Exhibits:**

Engineer's letter  
Field Notes and Sketch  
Location Map

DV:AB:dv

4100 Old Manor Road ROW vacation  
4100 Boyce Lane ROW vacation

09-ROW-01

SCC  
DEVELOPMENT  
COMPANY, LLC

February 6, 2009

Mr. Joe Gieselman, Executive Manager  
Transportation and Natural Resources  
411 West 13th Street  
Austin, TX 78701

**Re: Vacation of Portions of Old Hwy 20 and Boyce Lane  
US Hwy 290  
Austin, Texas**

Dear Mr. Gieselman:

On behalf of SCC Eastbourne Manor L.P. and Butler Family Partnership Ltd., we are requesting the vacation of portions of Old Highway 20 and Boyce Lane as shown in the enclosed field notes. The details for the dedication of right-of-way and vacation of right-of-ways and/or easements are found in Section 5 (c) of the Parmer Lane Participation Agreement for which we dedicated the right-of-way prior to construction of the Parmer Lane Extension Phase 1A and Old Hwy. 20 project. Please contact Jim Schissler with Jones & Carter, Inc. at 441-9493 for questions on the vacation.

Sincerely,

  
Scott Deskins  
SCC Eastbourne Manor L.P.

  
Edward S. Butler  
Butler Family Partnership Ltd.

Enclosures

cc: James M. Schissler, Jones & Carter, Inc.  
Ken Mills, Drenner & Golden  
Matt Harriss, Capital Beverage

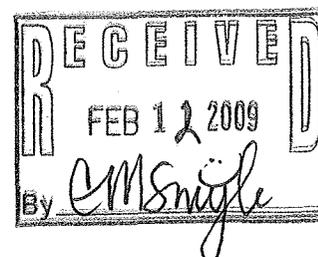


EXHIBIT "A"

County of Travis  
to  
The Butler Family Partnership, Ltd.  
(Conveyance of Abandoned R.O.W.)  
(Old Manor Road)

**FIELD NOTES  
TRACT A**

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, TRAVIS COUNTY, TEXAS; BEING A PORTION OF THE RIGHT-OF-WAY OF OLD MANOR ROAD (STATE HIGHWAY 20) AS ABANDONED AND CONVEYED TO TRAVIS COUNTY BY DEED RECORDED IN VOLUME 677, PAGE 211 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a ½" iron rod found on the south right-of-way line of Old Manor Road (State Highway 20) at the northwest corner of a 0.94-acre tract (Tract 4) as conveyed to The Butler Family Partnership, Ltd. by special warranty deed recorded in Volume 12271, Page 872 of the Real Property Records of Travis County, Texas (N10098831.50 E3164395.86, Texas Central Zone, NAD83 (1986), Grid to Project Surface Adjustment Scale Factor 1.00011); Thence N00°05'30"W a distance of 40.84 feet to a point on the centerline of Old Manor Road (State Highway 20); Thence, with the centerline of Old Manor Road (State Highway 20), S89°57'35"W a distance of 143.96 feet to a point; Thence N83°34'24"W a distance of 404.97 feet to a point on the southeast right-of-way line of U.S. Highway 290 East (N10098917.58 E3163849.41, Texas Central Zone, NAD83 (1986), Grid to Project Surface Adjustment Scale Factor 1.00011) for the most westerly corner and POINT OF BEGINNING of the herein described parcel;

THENCE, with the southeast right-of-way line of U.S. Highway 290 East, N65°03'10"E a distance of 234.29 feet to a point at the most westerly corner of a remaining portion of a 275.66-acre tract (Tract 3) as conveyed to The Butler Family Partnership, Ltd. by special warranty deed recorded in Volume 12271, Page 872 of the Real Property Records of Travis County, Texas;

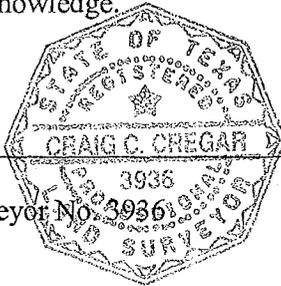
THENCE, with the southwest line of said The Butler Family Partnership, Ltd. 275.66-acre tract (Tract 3), S61°29'52"E a distance of 216.21 feet to a point at the intersection with the existing north right-of-way line of Old Manor Road (State Highway 20) for the most easterly corner of this tract;

THENCE N89°22'47"W a distance of 402.46 feet to the POINT OF BEGINNING, and containing 0.467 acre (20,347 square feet) 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 February 7, 2006 under my supervision and are true and correct to the best of my knowledge.



Craig C. Cregar  
Registered Professional Land Surveyor No. 3936



8/13/09  
Date

Client: DD & G  
Date: December 18, 2008  
WO No.: 000A155-001-01/101  
FB: 549  
File: A155-DD&G\SURVEY\A155.CRD

**BASIS OF BEARINGS:**

Coordinates are based on concrete monuments with brass disks found along the proposed north right-of-way of U.S. Highway 290 (N10098898.75, E3162195.89 and N10099801.55, E316413.75, Texas Central Zone, NAD83 (1986), Grid to Project Surface Adjustment Scale Factor 1.00011 datum).

EXHIBIT "A"

County of Travis  
to  
The Butler Family Partnership, Ltd.  
(Road Vacation)  
(Old Manor Road and County Road)

**FIELD NOTES  
TRACT B**

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40 AND THE WILLIAM H. SANDERS SURVEY NO. 54, TRAVIS COUNTY, TEXAS; BEING PORTIONS OF THE RIGHTS-OF-WAY OF OLD MANOR ROAD (STATE HIGHWAY 20) AND A COUNTY ROAD (EXTENSION OF BOYCE LANE); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found on the south right-of-way line of Old Manor Road (State Highway 20) at the northwest corner of a 0.94-acre tract (Tract 4) as conveyed to The Butler Family Partnership, Ltd. by special warranty deed recorded in Volume 12271, Page 872 of the Real Property Records of Travis County, Texas (N10098831.50 E3164395.86, Texas Central Zone, NAD83 (1986), Grid to Project Surface Adjustment Scale Factor 1.00011) for the POINT OF BEGINNING of the herein described parcel;

THENCE N00°05'30"W a distance of 40.84 feet to a point on the centerline of Old Manor Road (State Highway 20) for an inside corner of this tract;

THENCE, with the centerline of Old Manor Road (State Highway 20), S89°57'35"W a distance of 143.96 feet to a point at an angle point;

THENCE N89°48'10"W a distance of 496.20 feet to a point on the southeast right-of-way line of U.S. Highway 290 East for the most westerly corner of this tract;

THENCE, with the southeast right-of-way line of U.S. Highway 290 East, N65°03'10"E a distance of 103.42 feet to a point at an angle point;

THENCE S89°22'47"E a distance of 402.46 feet to a point at the most easterly corner of the remaining portion of a 2.2-acre tract as conveyed to Travis County by deed recorded in Volume 677, Page 211 of the Deed Records of Travis County, Texas;

THENCE, with the north right-of-way line of Old Manor Road (State Highway 20), S89°59'20"E a distance of 586.15 feet to a point at the intersection with the west right-of-way line of the above described county road;

THENCE, with the west right-of-way line of said county road, the following two (2) courses:

- 1) N27°12'02"E a distance of 251.37 feet to a point at an angle point; and
- 2) N24°32'02"E a distance of 171.09 feet to a point at the intersection with the west right-of-way line of Parmer Lane for the most northerly corner of this tract;

THENCE, with the west right-of-way line of Parmer Lane, S25°22'00"E a distance of 62.69 feet to a point at the intersection with the east right-of-way line of said county road;

THENCE, with the east right-of-way line of said county road, S27°43'15"W a distance of 359.60 feet to a point at the intersection with the north right-of-way line of Old Manor Road (State Highway 20), said point also being the southwest corner of the remaining portion of a 26.136-acre tract (Tract 2) as conveyed to The Butler Family Partnership, Ltd. by special warranty deed recorded in Volume 12271, Page 872 of the Real Property Records of Travis County, Texas;

THENCE, with the north right-of-way line of Old Manor Road (State Highway 20), N89°39'15"E a distance of 317.30 feet to a point at the intersection with the west right-of-way line of Parmer Lane;

THENCE, with the west right-of-way line of Parmer Lane, S25°22'00"E a distance of 50.20 feet to a point at the intersection with the centerline of Old Manor Road (State Highway 20) for the most easterly corner of this tract;

THENCE, with the centerline of Old Manor Road (State Highway 20), the following two (2) courses:

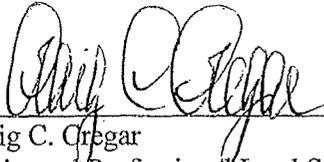
- 1) N87°49'21"W a distance of 114.84 feet to a point at an angle point; and
- 2) S89°39'15"W a distance of 266.56 feet to a point for an inside corner of this tract;

THENCE S00°20'45"E a distance of 40.44 feet to a ½" iron rod found on the south right-of-way line of Old Manor Road (State Highway 20) at the northeast corner of said Butler Family Partnership 0.94-acre (Tract 4);

THENCE, with the south right-of-way line of Old Manor Road (State Highway 20), S89°23'42"W a distance of 445.42 feet to the POINT OF BEGINNING, and

containing 2.106 acres (91,735 square feet) 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 February 7, 2006 under my supervision and are true and correct to the best of my knowledge.



8/13/09  
Date

Craig C. Cregar  
Registered Professional Land Surveyor No. 3936

Revised: August 12, 2009  
Client: DD & G  
Date: December 18, 2008  
WO No.: 000A155-001-01/101  
FB: 549  
File: A155-DD&G\SURVEY\A155.CRD

**BASIS OF BEARINGS:**

Coordinates are based on concrete monuments with brass disks found along the proposed north right-of-way of U.S. Highway 290 (N10098898.75, E3162195.89 and N10099801.55, E316413.75, Texas Central Zone, NAD83 (1986), Grid to Project Surface Adjustment Scale Factor 1.00011 datum).

EXHIBIT "A"

County of Travis  
to  
SCC Eastbourne Manor, L.P.  
(Road Vacation)  
(Old Manor Road)

**FIELD NOTES**

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40 AND THE WILLIAM H. SANDERS SURVEY NO. 54, TRAVIS COUNTY, TEXAS; BEING A PORTION OF THE RIGHT-OF-WAY OF OLD MANOR ROAD (STATE HIGHWAY 20); AND BEING MORE PARTICULARLY DESCRIBED IN TWO (2) TRACTS BY METES AND BOUNDS AS FOLLOWS:

**TRACT C**

BEGINNING at a ½" iron rod found on the south right-of-way line of Old Manor Road (State Highway 20) at the northwest corner of a 0.94-acre tract (Tract 4) as conveyed to The Butler Family Partnership, Ltd. by special warranty deed recorded in Volume 12271, Page 872 of the Real Property Records of Travis County, Texas (N10098831.50 E3164395.86, Texas Central Zone, NAD83 (1986), Grid to Project Surface Adjustment Scale Factor 1.00011) for the southeast corner and POINT OF BEGINNING of the herein described parcel;

THENCE, with the south right-of-way line of Old Manor Road (State Highway 20), S89°54'30"W a distance of 734.00 feet to a ½" iron rod found with aluminum cap stamped TXDOT found at the intersection with the south right-of-way line of U.S. Highway 290 East for the southwest corner of this parcel;

THENCE, with the south right-of-way line of U.S. Highway 290 East, N65°03'10"E a distance of 103.42 feet to a point at an angle point;

THENCE S89°48'10"E a distance of 496.20 feet to a point on the centerline of Old Manor Road (State Highway 20) at an angle point;

THENCE, with the centerline of Old Manor Road (State Highway 20), N89°57'35"E a distance of 143.96 feet to a point for the northeast corner of this parcel;

THENCE S00°05'30"E a distance of 40.84 feet to the POINT OF BEGINNING, and containing 0.663 acre (28.880 square feet) of land, more or less

TRACT D

BEGINNING at a ½" iron rod found on the south right-of-way line of Old Manor Road (State Highway 20) at the northeast corner of a 0.94-acre tract (Tract 4) as conveyed to The Butler Family Partnership, Ltd. by special warranty deed recorded in Volume 12271, Page 872 of the Real Property Records of Travis County, Texas (N10098836.21 E3164841.26, Texas Central Zone, NAD83 (1986), Grid to Project Surface Adjustment Scale Factor 1.00011) for the southwest corner and POINT OF BEGINNING of the herein described parcel;

THENCE N00°20'45"W a distance of 40.44 feet to a point on the centerline of Old Manor Road (State Highway 20) for the northwest corner of this parcel;

THENCE, with the centerline of Old Manor Road (State Highway 20), the following two (2) courses:

- 1) N89°39'15"E a distance of 266.56 feet to a point at an angle point; and
- 2) S87°49'21"E a distance of 114.84 feet to a point at the intersection with the west right-of-way line of Parmer Lane for the northeast corner of this parcel;

THENCE, with the west right-of-way line of Parmer Lane, along a curve to the right an arc distance of 49.87 feet, having a radius of 1,853.00 feet and a chord which bears S24°36'45"E a distance of 49.87 feet to a point at the intersection with the south right-of-way line of Old Manor Road (State Highway 20) for the southeast corner of this parcel;

THENCE, with the south right-of-way line of Old Manor Road (State Highway 20), the following two (2) courses:

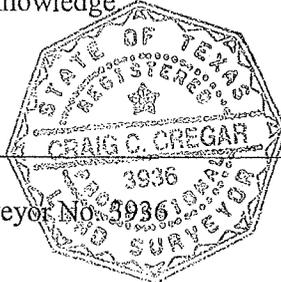
- 1) N86°04'59"W a distance of 135.59 feet to a 5/8" iron rod found at an angle point; and
- 2) S89°39'15"W a distance of 266.56 feet to the POINT OF BEGINNING, and containing 0.369 acre (16,074 square feet) of land, more or less.

The gross area contained within Tracts C and D totals 1.032 acres (44,949 square feet)

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 February 7, 2006 under my supervision and are true and correct to the best of my knowledge

  
Craig C. Cregar  
Registered Professional Land Surveyor No. 3936



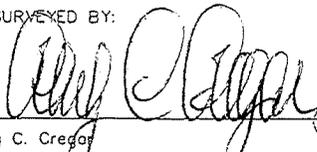
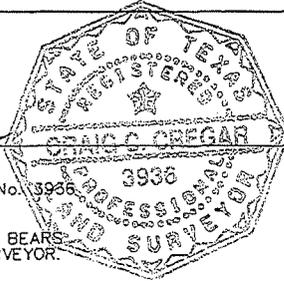
8/13/09  
Date

Revised: August 12, 2009  
Revised: January 13, 2009  
Revised: November 8, 2006  
Client: DD & G  
Date: July 24, 2006  
WO No.: 0A155-001-01/101  
FB: 549  
File: A155-DD&G\SURVEY\A155.CRD

**BASIS OF BEARINGS:**

Coordinates are based on concrete monuments with brass disks found along the proposed north right-of-way of U.S. Highway 290 (N10098898.75, E3162195.89 and N10099801.55, E316413.75, Texas Central Zone, NAD83 (1986), Grid to Project Surface Adjustment Scale Factor 1.00011 datum).

AS SURVEYED BY:

Craig C. Cregar  
Registered Professional Land Surveyor No. 3936  
Date: February 7, 2006

THIS SURVEY PLAT IS VALID ONLY IF IT BEARS THE ORIGINAL SEAL OF THE ABOVE SURVEYOR.

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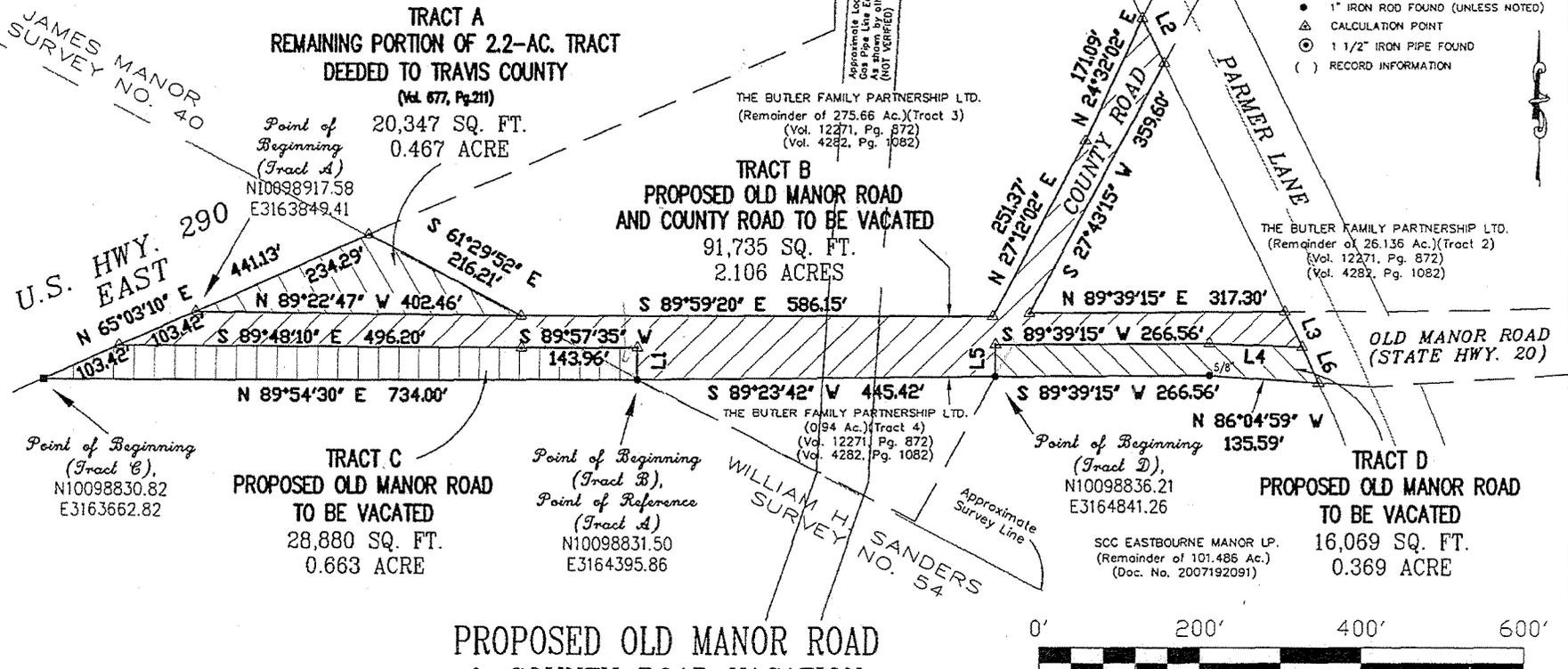
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**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 00°05'30" W	40.84'
L2	S 25°22'00" E	62.69'
L3	S 25°22'00" E	50.20'
L4	N 87°49'21" W	114.84'
L5	S 00°20'45" E	40.44'
L6	S 24°36'45" E	49.87'

**LEGEND**

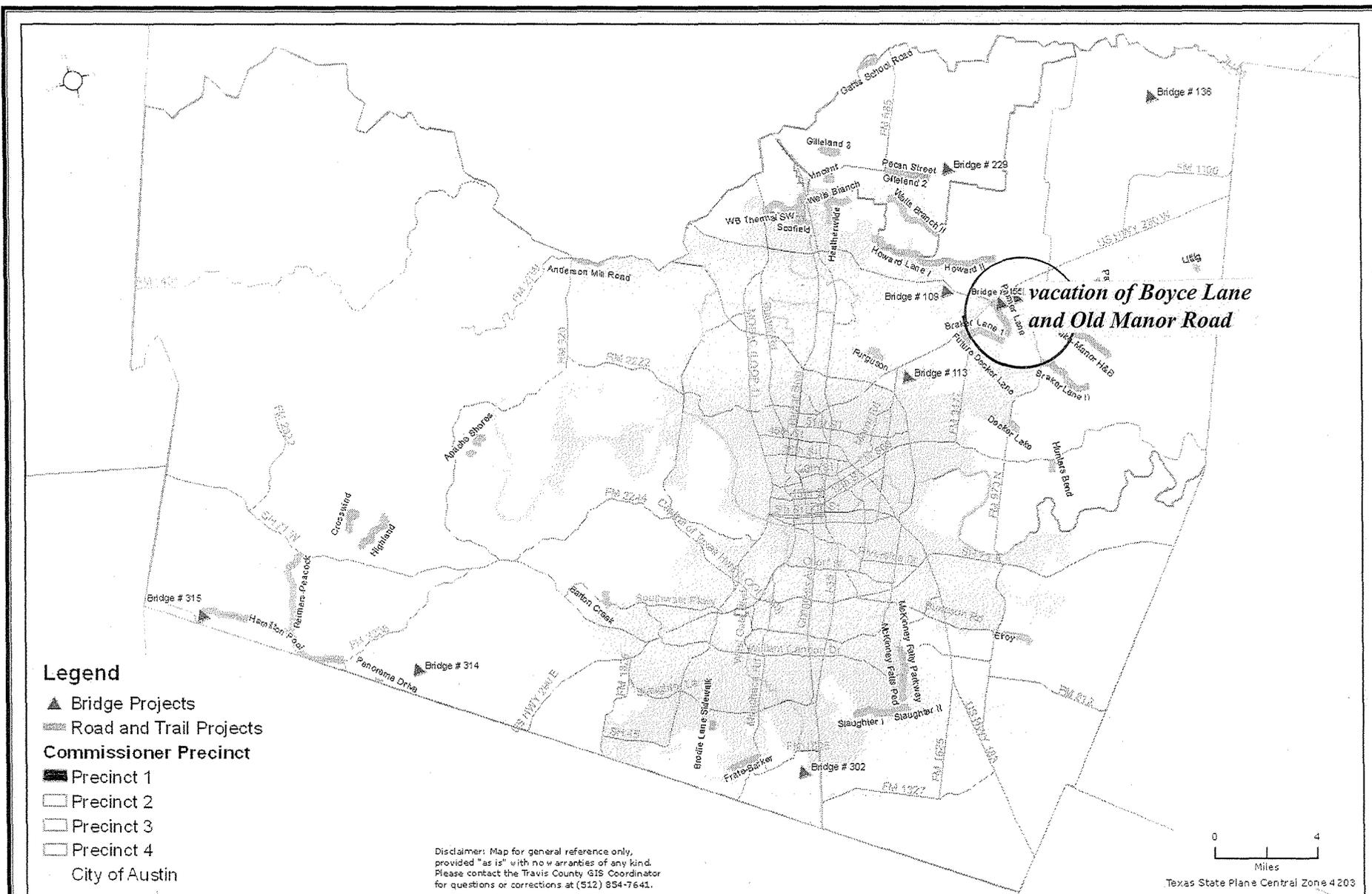
- CONCRETE MONUMENT FOUND
- 1" IRON ROD FOUND (UNLESS NOTED)
- ▲ CALCULATION POINT
- ⊙ 1 1/2" IRON PIPE FOUND
- ( ) RECORD INFORMATION



REVISED : August 11, 2009  
REVISED : December 18, 2008  
REVISED : December 10, 2008  
CLIENT : DD & C  
DATE : July 24, 2006  
OFFICE : C. Cregar, J. Trisnadi, M. Corney  
CREW : J. Jones, M. Snyder  
F.B. : 549  
JOB NO : A155-001-01/101  
DISK : J:\Projects\A155-Wildhorse\CAD Data\survey\Sketch-OldManor & CountyRd vacation.dwg  
J:\Projects\A155-Wildhorse\CAD Data\survey\A155.crd



805 Las Cimas Parkway, Suite 230 • Austin, Texas 78746 • 512/328-8373 • Fax 512/445-2286



Data Source(s)  
 2007 TNR Bridges, TC TNR, 2007.  
 GIS work collection, TC TNR, 2008.  
 Major Roads, TC TNR, 2008.  
 City of Austin, TC TNR, 2008.  
 Commissioner Precincts, TC TNR, 2008.

# Travis County Capital Improvement Projects



Travis County  
 Transportation &  
 Natural Resources  
 8/11/08  
 www.co.travis.tx.us/maps  
 EDITION #1 - TNR



**NOTICE OF  
PUBLIC HEARING  
SEPTEMBER 22, 2009 AT 9:00 AM  
VACATION OF RIGHT-OF-WAY (ROW)**

OF THE ABANDONED PORTIONS OF  
BOYCE LANE AND OLD MANOR ROAD  
LOCATED AT THEIR INTERSECTION WITH  
PARMER LANE— A STREET IN PRECINCT 1

HEARING WILL BE HELD AT THE TRAVIS  
COUNTY COMMISSIONERS COURTROOM  
314 WEST 11TH STREET (FIRST FLOOR)  
AUSTIN, TX

**FOR MORE INFORMATION CALL: 854-9383**