

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Please consider the following item for:

DATE OF VOTING SESSION: October 27, 2009

A. REQUEST MADE BY: Commissioner Sarah Eckhardt, Precinct 2  
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

APPROVE RESOLUTION RECOGNIZING THE LATE PAULINE BROWN FOR HER LIFELONG OUTSTANDING CONTRIBUTIONS TO THE BETTERMENT AND PRESERVATION OF CLARKSVILLE AND HER ENRICHMENT OF THE LIVES OF ALL TRAVIS COUNTY RESIDENTS. (COMMISSIONER ECKHARDT)



\_\_\_\_\_  
COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

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

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COUNTY JUDGE'S OFFICE  
09 OCT 20 AM 11:28

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

# Resolution

**WHEREAS**, until her death on August 23, 2009 at the age of 81, Pauline Brown devoted her life to the preservation of Clarksville, an historic African American community located in West Austin and one of the first freedmen's communities west of the Mississippi;

**WHEREAS**, in 1974 Pauline Brown led the movement to stop the City of Austin's planned Crosstown Expressway that would have destroyed the Clarksville community;

**WHEREAS**, in 1978 Pauline Brown helped start the Clarksville Community Development Corporation to provide housing for low and moderate income residents who had been displaced by the gentrification threatening to decimate Clarksville and became its first President. At the time of her death, Pauline Brown was a Board officer of the vibrant Corporation she had founded more than 30 years earlier;

**WHEREAS**, Pauline Brown testified regularly before the Austin City Council and in front of various City boards and commissions, eloquently voicing her concerns whenever the well-being of Clarksville was threatened;

**WHEREAS**, Pauline Brown's knowledge of the history of Clarksville and its residents became so extensive and her battles to preserve that history so legendary, that she became known as "The Mother of Clarksville";

**WHEREAS**, every Sunday the streets of Clarksville were filled with the joyous sounds of Pauline Brown's heavenly solos emanating from her beloved Sweet Home Missionary Baptist Church;

**NOW THEREFORE, BE IT RESOLVED**, that we, the Travis County Commissioners Court, would like to recognize **PAULINE BROWN** for her lifelong outstanding contributions to the betterment and preservation of Clarksville, the only remaining historic African-American community in Travis County, and has thereby enhanced and enriched the lives of all Travis County residents.

Signed and entered on the \_\_\_\_\_.

---

SAMUEL T. BISCOE  
Travis County Judge

---

RON DAVIS  
Commissioner, Pct. 1

---

SARAH ECKHARDT  
Commissioner, Pct. 2

---

KAREN L. HUBER  
Commissioner, Pct. 3

---

MARGARET J. GÓMEZ  
Commissioner, Pct. 4

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

3

Voting Session: Tuesday, Oct. 27, 2009



I. A. Request made by: Steven Broberg, RMCR Director, 854-9575  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: APPROVE PROCLAMATIONS AND ACCEPT DONATIONS OF  
(A) PORTRAIT OF WILLIAM B. TRAVIS FROM SALLY MAUCK  
(B) ANTIQUE CLOCK FROM THE UDC MUSEUM

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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COUNTY JUDGES OFFICE  
09 OCT 20 PM 3:28



## 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

TO: COMMISSIONERS COURT

FROM: STEVEN BROBERG, RMCR DIRECTOR

DATE: TUESDAY, OCTOBER 20, 2009

RE: AGENDA ITEM – DONATIONS OF HISTORICAL ITEMS

Proposed Motion: Approve proclamations and accept donations of historical items: (A) Reproduction of William B. Travis portrait from Sally Mauck (B) Antique clock from the UDC Museum

Summary and Staff Recommendation: A relative of Alamo legend William B. Travis recently had copies of his portrait produced. Sally Mauck is donating the reproductions to the Texas State Library and Archives Commission and to the Travis County Archives. Ms. Mauck is also having the reproductions framed.

The United Daughters of the Confederacy (UDC) has offered to donate to Travis County an antique clock, discovered during an inventory of historic artifacts. When the clock was discovered, UDC staff opened it and found a card with instructions on how to wind it. Written on this card was a note that the clock had once been displayed in a Travis County Courthouse – not the Heman Marion Sweatt Courthouse, but an earlier courthouse from the 1800's. Research of UDC records confirmed that the clock had come from the Travis County Courthouse, possibly in the 1860's.

Fiscal Impact: None.

Required Authorizations: None.

Exhibits:

1. Proclamation: Travis portrait
2. Proclamation: Clock
3. Photo of clock

# *Proclamation*



**WHEREAS**, the heirs of William B. Travis, the Alamo legend for whom our county is named, have arranged to produce a copy of the Travis portrait that hangs in the Alamo; and

**WHEREAS**, Ms. Sally Mauck, representing the D.W. Stallworth family, has also arranged to have the portrait framed at no expense to the taxpayers; and

**WHEREAS**, Travis County is delighted and grateful to accept the donation of this framed portrait of William B. Travis,

**NOW, THEREFORE, THE TRAVIS COUNTY COMMISSIONERS COURT HEREBY ACKNOWLEDGES AND ACCEPTS THE DONATION OF THE WILLIAM B. TRAVIS PORTRAIT, AND EXPRESSES ITS SINCERE GRATITUDE TO THE FAMILY OF D.W. STALLWORTH FOR ITS GENEROSITY.**

Signed this day, October \_\_\_, 2009

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

\_\_\_\_\_  
Ron Davis, Pct. 1 Commissioner

\_\_\_\_\_  
Sarah Eckhardt, Pct. 2 Commissioner

\_\_\_\_\_  
Karen Huber, Pct 3. Commissioner

\_\_\_\_\_  
Margaret Gómez, Pct. 4 Commissioner

# *Proclamation*



**WHEREAS**, the United Daughters of the Confederacy Museum has offered to donate a historical artifact of special significance to Travis County, namely, an antique clock; and

**WHEREAS**, this clock was for a time displayed in the Travis County Courthouse built in 1876, and eventually found its way to the collection of the UDC Museum; and

**WHEREAS**, the staff of the Travis County Archives is delighted and grateful to accept the donation of this clock,

**NOW, THEREFORE, THE TRAVIS COUNTY COMMISSIONERS COURT HEREBY ACKNOWLEDGES AND ACCEPTS THE DONATION OF THE HISTORIC ANTIQUE CLOCK, AND EXPRESSES ITS SINCERE GRATITUDE TO THE UNITED DAUGHTERS OF THE CONFEDERACY MUSEUM.**

Signed this day, October \_\_\_, 2009

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

\_\_\_\_\_  
Ron Davis, Pct. 1 Commissioner

\_\_\_\_\_  
Sarah Eckhardt, Pct. 2 Commissioner

\_\_\_\_\_  
Karen Huber, Pct 3. Commissioner

\_\_\_\_\_  
Margaret Gómez, Pct. 4 Commissioner



**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

COUNTY JUDGE'S OFFICE

Please consider the following item for:

09 OCT 22 AM 9:37

DATE OF VOTING SESSION: October 27, 2009

A. REQUEST MADE BY: Commissioner Sarah Eckhardt, Precinct 2 PHONE# 854-9222  
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

**APPROVE RESOLUTION PROCLAIMING NOVEMBER 2009 AS  
"PANCREATIC CANCER AWARENESS MONTH" IN TRAVIS COUNTY.**



\_\_\_\_\_  
COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

**PURCHASING OFFICE (854-9700)**

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposals

**COUNTY ATTORNEY'S OFFICE (854-9415)**

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

**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.

# 5

Travis County Commissioners Court Agenda Request

Voting Session 10/27/2009  
(Date)

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

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

B. Requested Text:

- 1) Consider and grant an exemption from platting requirements for, and/or take other appropriate action on, the Robinhood Condominium Project – Twenty (20) single-family detached units (19.62 acres located at 17300 Robinhood Drive – water to be provided by LCRA and sewage service to be provided by on-site wastewater systems permitted by LCRA).
- 2) Approval of the construction agreement.

C. Approved by:

Karen L. Huber  
Commissioner Karen L. Huber, Precinct Three

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

AP Don Grigsby: 854-7560      Stacey Scheffel: 854-7565  
 Anna Bowlin: 854-7561      Chris Gilmore: 854-9415

III. Required Authorizations: Please check if applicable:

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

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COUNTY JUDGE'S OFFICE  
09 OCT 20 PM 1:49

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

### MEMORANDUM

October 16, 2009

TO: Members of the Commissioners Court

THROUGH:   
Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director, Development Services

SUBJECT: Robinhood Condominium Project

#### **PROPOSED MOTION:**

- 1) Consider and grant an exemption from platting requirements for, and/or take other appropriate action on, the Robinhood Condominium Project – Twenty (20) single-family detached units (19.62 acres located at 17300 Robinhood Drive – water to be provided by LCRA and sewage service to be provided by on-site wastewater systems permitted by LCRA).
- 2) Approval of the construction agreement.

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

This condominium development consists of twenty single-family single-unit structures on 19.62 acres, being Lots 26, 26A, 27 and 27A of the Lodge Acres plat as recorded in book 4, Page 314 in 1947. The development will take access from Robinhood Drive, a Travis County roadway. Internal driveways will be constructed, providing each residence access to Travis County right of way. The Travis County Fire Marshal's office has reviewed and concurred with the access to the development.

Water will be provided by LCRA, and sewage services will be provided by on site sewerage facilities permitted by LCRA. No detention facilities are proposed for the development since drainage conveyance is provided directly to Lake Travis.

All finished floor elevations will be placed one foot above the current Lake Travis 100 year FEMA floodplain elevation of 722' msl. The project has also been reviewed by LCRA and complies with LCRA Highland Lakes Ordinance.

The applicant has paid parkland fees on May 29, 2009 in the amount of \$24,261.00.

As this condominium site plan application meets Travis County standards with the approved variances, TNR staff supports:

- 1) granting an exemption to platting for the proposed condominium project;
- 2) approval of the construction agreement.

***ISSUES:***

None.

***BUDGETARY AND FISCAL IMPACT:***

None.

***REQUIRED AUTHORIZATIONS:***

None.

***EXHIBITS:***

Location map

Condominium Site Survey

Construction agreement

AMB: dlg

ROBINHOOD DEVELOPMENT  
CONDOMINIUM PHASING AGREEMENT  
WITH TRAVIS COUNTY

THIS CONDOMINIUM PHASING AGREEMENT is made and entered into by and between FS Robinhood 26 LLC, FS Robinhood 26A LLC; FS Robinhood 27 LLC and FS Robinhood 27A LLC; Texas limited liability corporations, 1407 Fannin Street, Houston, Texas, 77002 (The "Developer"), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the "County"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime on 4 lots of real property located in Travis County, Texas, more particularly described on Exhibit "A" (the Regime") and desires to develop the Regime in phases.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway (the "Private Roadway") and drainage improvements (the "Drainage Improvements") described in the Consolidated Administrative Site Plan for Robinhood Development, Travis County File No. 06-2237; ("Construction Plans").

C. The improvements will be done in phases as depicted on Exhibit "B":  
Phase A will consist of the primary private entry road off of Robinhood Road, the northern portion of the private road serving units A1-A10, the northern water well and associated drainage improvements.  
Phase B will consist of the southern portion of the private road servicing units B1-B10 and associated drainage improvements. Phase B may be constructed concurrently with Phase A at the owner's discretion.  
Phase C will consist of the southern water well. Phase C may be constructed concurrently with Phase A or Phase B at the owner's discretion.  
Unit Phases – Units A1-A10 and Units B1-B10 shall be constructed as individual phases as unit sales dictate.

Septic systems for each unit shall be constructed with each associated unit or as separate phases.

Phasing for roadways, drainage, water systems and septic systems will be completed as necessary and in a sequence to make each unit completely functional.

Phases may be built and accepted out of sequence without regard to perceived order based on phase nomenclature.

D. The Developer and the County desire to establish a process to coordinate the improvement of the Private Roadway with the phased development of the Property;

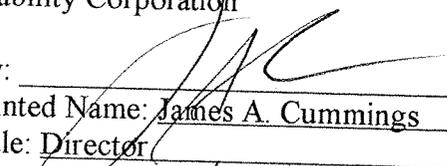
NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Developer and the County agree as follows:

1. Subject to the terms in this Agreement, Travis County hereby grants the Developer an exemption from the requirement that the Developer prepares, obtain County approval for, and file in the official public records of the County a subdivision plat for the regime.
2. Subject to the conditions contained in this paragraph and beginning with Phase A, the County will sequentially issue individual development permits to the Developer for construction of the Private Roadway located in and the Drainage Improvements serving each of the Phases. Prior to the occupancy of any residential unit, in the permitted Phase and prior to the Developer conveying any units in the next Phase in the sequence, Developer will be required to complete the Private Roadway located in and the Drainage Improvements serving such permitted Phase. For example in Phase A, Developer will be required to complete the Private Roadway and the Drainage improvements associated with Phase A, and apply for the septic permits for units associated with Phase A before occupancy of any residential unit associated with Phase A. Completion will be evidence by a letter of concurrence from a licensed professional engineer that the Private Roadway is constructed in accordance with the Construction Plans. Upon deliver to and approval by the County that the Roadway is has been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to the then current owner of the Phase, an instrument in the form of Exhibit "C" for the recordation in the Official Public Records of Travis County, Texas, releasing the phase from all of the terms, provisions and requirements of this Condominium Phasing Agreement. Completion of Phase B and C will be done in a similar manner to serve units B1-B10.
3. If the Developer makes any revision to the Construction Plans modifying the Private Roadway of Drainage Improvements or the Phasing plan reflected on such Construction Plans, and such revision is revised and approved, the County and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvements of the Private Roadway.
4. Prior to the County's issuance of the development permit for Phase A, the Developer shall pay fees in Lieu of park land dedication in the amount of \$24,261.00 and inspection fees in the amount of \$1,068.00.
5. Miscellaneous Provisions. All rights, privileges, and remedies afforded the Parties are cumulative and not exclusive and the exercise of any remedy will not be deemed a waiver of any other right, remedy, or privilege. The Parties agree that the granting of the equitable remedies may and probably will be necessary in the event of a

violation of the restriction. If any provision of this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain between the Parties, this agreement will be construed as if the unenforceable provision had never been a part of this agreement.

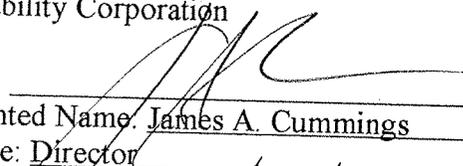
EXECUTED to be effective on the date fully executed by the parties.

FS Robinhood 26 LLC, a Texas Limited Liability Corporation

By:   
Printed Name: James A. Cummings  
Title: Director

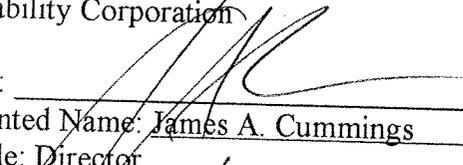
Date: 6/2/09

FS Robinhood 26A LLC, a Texas Limited Liability Corporation

By:   
Printed Name: James A. Cummings  
Title: Director

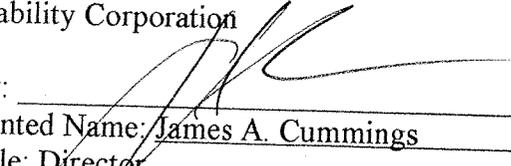
Date: 6/2/09

FS Robinhood 27 LLC, a Texas Limited Liability Corporation

By:   
Printed Name: James A. Cummings  
Title: Director

Date: 6/2/09

FS Robinhood 27A LLC, a Texas Limited Liability Corporation

By:   
Printed Name: James A. Cummings  
Title: Director

Date: 6/2/09

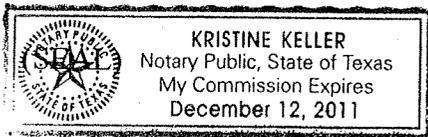
TRAVIS COUNTY, TEXAS

By: Samuel T. Biscoe, County Judge

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

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

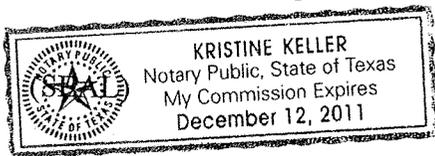
This instrument was acknowledged before me this 2 day of June, 2009, by James. A Cummings, of FS Robinhood 26 LLC, a Texas Limited Liability Corporation, on behalf of said corporation and partnership.



Kristine Keller  
Notary Public Signature

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 2 day of June, 2009, by James A. Cummings, of FS Robinhood 26A LLC, a Texas Limited Liability Corporation, on behalf of said corporation and partnership.



Kristine Keller  
Notary Public Signature

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

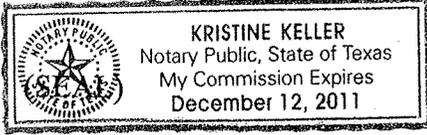
This instrument was acknowledged before me this 2 day of June, 2009, by James A. Cummings, of FS Robinhood 27 LLC, a Texas Limited Liability Corporation, on behalf of said corporation and partnership.



Kristine Keller  
Notary Public Signature

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 2 day of June, 2009, by James A. Cummings, of FS Robinhood 27A LLC, a Texas Limited Liability Corporation, on behalf of said corporation and partnership.



Kristine Keller  
Notary Public Signature

THE STATE OF TEXAS    §  
COUNTY OF TRAVIS    §

This instrument was acknowledged before me on the day of \_\_\_\_\_, \_\_\_\_\_, 2009 by \_\_\_\_\_ of Travis County, Texas, in the capacity stated.

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

After Recording Return to:  
Travis County, Texas  
Attn: Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

All of that tract of land known as Lot 26, 26A, 27 and 27A Lodge Acres Subdivision as recorded in the Travis County Plat Records in Book 4, Page 314.



**EXHIBIT "C"**

Partial Release of Condominium Phasing Agreement

THE STATE OF TEXAS    §  
                                  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS    §

THAT Travis County, Texas, the beneficiary of that certain "Condominium Phasing Agreement" which is filed of record as Document No. \_\_\_\_\_ in the Official Public Records of Travis County, Texas (the "**Phasing Agreement**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Released Property**") from all of the terms, provisions and requirements of the Phasing Agreement. From and after the date of this instrument, the Phasing Agreement shall no longer affect or encumber the Released Property in any way. It is expressly agreed and understood, however, that this is a partial release and that the same shall not in any way release, affect or impair the Phasing Agreement as it related to any property other than the Released Property.

Executed by the undersigned on the date set forth herein below.

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF TRAVIS    §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_, \_\_\_\_\_ of Travis County, Texas, a political subdivision of the State of Texas, on behalf of said County.

(SEAL)

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

# 9

**Travis County Commissioners Court Agenda Request**

Voting Session: October 27, 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 proposed Substantial Amendments of the Community Development Block Grant for Program Years 2006-2009 provided by the U. S. Department of Housing and Urban Development.

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

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

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

Rodney Rhoades, PBO	Travis Gatlin, PBO
Susan Spataro, Auditor's Office	Steven Manilla, TNR
Janice Cohoon, Auditor's Office	Joe Gieselman, TNR
Kimberly Walton, Auditor's Office	Jason Walker, Purchasing Office
Mary Etta Gerhardt, County Attorney's Office	Harvey Davis, HHS/VS
Cyd Grimes, Purchasing Office	Michael Willard, Austin Habitat
Lee Turner, TNR	Christy Moffett, HHSVS

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 OCT 20 PM 4:57

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



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

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

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

**MEMORANDUM**

**Date:** October 20, 2009

**To:** Members of the Commissioners Court

**From:** *Glenn Tapia Leaky for Sherri E. Fleming*  
Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veterans Service

**Subject:** Community Development Block Grant (CDBG) Program Year 2006-2009  
Substantial Amendment

**Proposed Motion:**

Consider and take appropriate action on proposed Substantial Amendments of the Community Development Block Grant for Program Years 2006-2009 provided by the U. S. Department of Housing and Urban Development.

**Summary and Staff Recommendations:**

Every year, the progress of projects from previous CDBG Action Plans is evaluated to determine if any changes to funding, project design or the deletion or addition of projects needs to occur. Normally, this process occurs during the development of the Action Plan, but due to a variety of factors, the process was delayed to include other changes that were determined after the completion of the Action Plan.

As outlined in Travis County's CDBG Citizen Participation Plan, a substantial amendment occurs when: 1) the location or beneficiaries of a project proposed under the Consolidated Plan or Action Plan are changed; 2) the scope of the project is increased or reduced by more than 25%; or 3) a new project that was not originally subject to public review is funded.

Several program design changes and reprogramming of funds are being recommended. For full detail please review the tables located on pages 3-6. Please note that the tables are broken down by Program Year.

### **Budgetary and Fiscal Impacts:**

Making this substantial amendment allows the County to continue to make progress in spending down funds that have had implementation barriers.

### **Issues and Opportunities:**

Going through the Substantial Amendment process stipulated by HUD allows the County the flexibility to make proposed programmatic and funding changes to increase the cost effectiveness and address the changing needs, timeliness and impact of CDBG projects.

The most significant change is the reprogramming of \$500,000 from the PY 2008 infrastructure project to support affordable housing through the development of acquired land funded through allocations from Program Years 2006 and 2007. Due to the proposed land not being approved by the Commissioners Court in September 2009 and the speed with which the funds must be spent, a project must be selected which can spend funds by July 31, 2010. The original allocations for land acquisition and infrastructure support were for Austin Habitat for Humanity, a designated sub-recipient. The County provided Habitat with the opportunity to decide if it wanted the infrastructure support dollars to move to land acquisition for developed lots to ensure the same investment in affordable housing.

### **Background:**

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

The first year that Travis County received CDBG funds from HUD was in 2006. Since then, Travis County receives funds annually through a cycle, or Program Year, which runs from October 1st through September 30th.

On October 13, 2009, the Commissioners Court approved the public hearing dates, advertisements and public comment period related to the substantial amendments.

Timeline for the substantial amendment is as follows:

- Approval of the proposed substantial amendment for inclusion in the draft document on October 27, 2009 or November 3, 2009.
- Approval of draft document of Substantial Amendment by Commissioners Court on November 10, 2009.
- Approval of the final Substantial Amendment by Commissioners Court on December 15, 2009.

### Summary of Substantial Amendment for Program Year 2006

Project	Summary of Change Needed	Rationale of Change Needed	Amount of Dollars Reprogrammed
<p style="text-align: center;">Land Acquisition for the Production of New Owner Housing Units</p>	<p>The proposed change is for the assistance to be in the form of a 10-year forgivable loan (i.e. homebuyers must live in the home for 10 years before the total loan doesn't have to be repaid) rather than as a grant.</p> <p>If the homebuyer sells or moves out of the property within the first five years, they will be responsible for paying the full amount of the loan. If the homebuyer sells or moves out of the property within 6 to 10 years after buying the house, they will be forgiven at a pro-rata rate of 20 % per year.</p> <p>The resulting program income will come to the County to support future projects.</p>	<p>This guarantee a housing unit will remain affordable to low-income residents for a minimum of five years and provides the possibility of program income to create more housing opportunities in the future.</p>	<p style="text-align: center;">\$ 0</p> <p style="text-align: center;">Programmatic Design Changes Only</p>
<p style="text-align: center;">Apache Shores Street Improvement</p>	<p>The proposed change is for any cost savings from the Apache Shores Street Improvement project to be reprogrammed to the cost of the construction of the Lava Lane Street Improvement project.</p>	<p>Allows efficiency in time and cost to the CDBG program, should additional monies be available and need to be reprogrammed.</p>	<p>Unknown at this time as it is contingent on any cost savings at the close of the project.</p>
<p style="text-align: center;">Street Improvements Lava Lane</p>	<p>The proposed change is for the cost savings from the design phase of the project to roll over to the construction phase.</p>	<p>Allows efficiency in time and cost to the CDBG program, should additional monies be available and need to be reprogrammed.</p>	<p>Unknown at this time as it is contingent on any cost savings at the close of the design phase.</p>

**Summary of Substantial Amendment for Program Year 2007**

<b>Project</b>	<b>Summary of Change Needed</b>	<b>Rationale of Change Needed</b>	<b>Amount of Dollars Reprogrammed</b>
<p>Land Acquisition for the Production of New Owner Housing Units</p>	<p>The proposed change is for the assistance to be in the form of a 10-year forgivable loan (, i.e. homebuyers must live in the home for 10 years before the total loan doesn't have to be repaid) rather than as a grant.</p> <p>If the homebuyer sells or moves out of the property within the first five years, they will be responsible for paying the full amount of the loan. If the homebuyer sells or moves out of the property within 6 to10 years after buying the house, they will be forgiven at a pro-rata rate of 20 % per year.</p> <p>The resulting program income will come to the County to support future projects.</p>	<p>This guarantee a housing unit will remain affordable to low-income residents for a minimum of five years and provides the possibility of program income to create more housing opportunities in the future.</p>	<p>\$ 0</p> <p>Programmatic Design Changes Only</p>
<p>Apache Shores Street Improvement</p>	<p>The proposed change is for any cost savings from the Apache Shores Street Improvement project to be reprogrammed to the cost of the construction of the Lava Lane Street Improvement project.</p>	<p>Allows efficiency in time and cost to the CDBG program, should additional monies be available and need to be reprogrammed.</p>	<p>Unknown at this time as it is contingent on any cost savings at the close of the project.</p>

### Summary of Substantial Amendment for Program Year 2008

Project	Summary of Change Needed	Rationale of Change Needed	Amount of Dollars Reprogrammed
<p style="text-align: center;">Infrastructure Support for the Production of New Owner Housing Units</p>	<p>Reprogram the \$500,000 awarded to Austin Habitat for Humanity (AHFH) from Infrastructure Development to support affordable housing to Land Acquisition. Austin Habitat would remain the sub-recipient.</p> <p>This \$500,000 will provide approximately 20 new units of single family housing to households at or below 80% MFI through a 10 year forgivable loan. AHFH would also be allowed to convey lots to other affordable housing developers, with the permission of the County, to ensure economic diversity of the neighborhood. The resulting program income will come to the County to support future projects.</p>	<p>In September 2009, the Commissioners Court did not approve the proposed location for land acquisition that the infrastructure dollars were to support. As a result, these funds must be reprogrammed so that they may be spent by July 31, 2010.</p> <p>The program design for these dollars is different than the PY 2006 &amp; 2007 allocations due to the current housing market, tightened credit market and increased knowledge by the CDBG staff since the program's inception.</p>	<p style="text-align: center;">\$ 500,000 from Infrastructure Support to Land Acquisition</p>
<p style="text-align: center;">Home Rehabilitation</p>	<p>Staff recommends establishing a limit up to \$24,999 per household through a forgivable loan over five years, as this would provide the flexibility to determine the level of assistance on a case by case basis. The project would continue to be provided by a designated sub-recipient, identified through a competitive process, or by the County should the competitive process not identify a qualified organization to implement the program. The resulting program income will be re-invested in home rehabilitation .</p>	<p>This change aligns with the programmatic changes for the PY 2009 home rehabilitation project where it was established that \$5,000 (the previous limit) was often not enough to create substantive repair to achieve Housing Quality Standards or address lead based pain.</p>	<p style="text-align: center;">\$0</p> <p style="text-align: center;">Programmatic Changes Only</p>

### Summary of Substantial Amendment for Program Year 2009

Project	Summary of Change Needed	Rationale of Change Needed	Amount of Dollars Reprogrammed
Homebuyer Assistance	Change the beneficiaries of the Shared Appreciation Gap Financing portion of the project from households earning 60% or less of the median family income (MFI) to households earning 80% or less of the MFI.	<p>The Housing Finance Corporation recently completed a survey of lenders and realtors to determine the current market based on the guidelines for the CDBG program. The results indicate that it will be very difficult to find qualified buyers below 60% MFI.</p> <p>This change allows the project to remain viable in the current market and provide much needed assistance to ensure affordability for those 60% - 80% MFI.</p>	<p style="text-align: center;">\$ 0</p> <p style="text-align: center;">Programmatic Design Changes Only</p>



# 10

**Travis County Commissioners Court Agenda Request**

Voting Session: October 27, 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 Coast2Coast, a Pharmaceutical Savings Program for County Residents.

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 OCT 20 PM 3:36

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 VETERAN SERVICES  
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:** October 27, 2009

**TO:** Members of the Commissioners Court

**FROM:** *Alanna Virginia Leaky for Sherri E. Fleming*  
Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veteran Services

**Subject:** Coast2Coast Pharmaceutical Savings Program for Travis County Residents

**Proposed Motion:**

Consider and take appropriate action on Coast2Coast, a pharmaceutical savings program for county residents.

**Summary and Staff Recommendations:**

Staff recommends adoption of Coast2Coast, a pharmaceutical savings program that will generate an estimated \$4,500 per month in revenue for Travis County. The program offers residents an average of 38% savings on more than 60,000 prescription drugs as well as discounts on lab and imaging services. For each prescription filled, Travis County will receive .75 cents in royalties from Coast2Coast. No county expenditures are required to implement or operate the program.

**Budgetary and Fiscal Impact:**

Dallas County reported 3,800 prescriptions filled during the second week of operation of the program (the second week of September, 2009). Dallas County has a population of just over 2 million, while Travis County has about 940,000 residents, which is roughly

equivalent to 40% of the Dallas County population. If we estimate that Travis County residents will fill 40% of the number of prescriptions filled by Dallas County residents per week (1,520), this will result in \$4,560 per month or nearly \$55,000 annually in additional revenue for the Travis County.

As stated previously, the added revenue will not result in any additional expenditure for the county nor on-going commitment of staff time. However, to ensure continued use of the program in the county, staff in other counties who are using the program recommend that promotion efforts be on-going. Quarterly press releases will be sufficient and will require a one or two-hour commitment from staff per quarter.

Please note that the Travis County royalty per prescription will be reduced to 25 cents in the event that the County endorses a prescription discount program other than Coast2Coast.

### **Issues and Opportunities:**

***The Need for Prescription Drug Savings*** - Coast2Coast offers Travis County an opportunity to meet some of the growing need for prescription drug assistance that is present among low- and middle-income county residents. Recently released Census Bureau figures indicate that Texas leads the nation in the number of uninsured, with 24.1% of Texans lacking health insurance in 2008. The city of Austin fares slightly worse, with 24.3% of residents living without health insurance, while Travis County residents have an uninsured rate of 22%.<sup>1</sup> With continuing high unemployment in the area, we can safely assume that current uninsured rates are even higher than these figures. Even among the insured, prescription drug coverage is often very limited, involves high co-pays, or is nonexistent.

***How the Program Works*** - Coast2Coast is a prescription drug savings program that works with pharmacies to reduce pharmaceutical prices for individuals presenting the Travis County Coast2Coast card. Individuals need only print out a card on the internet or pick one up in a participating pharmacy or other convenient public location, such as the library, show the card when filling prescriptions, and receive, on average, a 38% discount on their drugs. The program offers reduced prices for imaging and diagnostic services as well. Residents and non-residents alike may use the program. Even those who have health insurance can use the card in cases in which a drug price is lower under the Coast2Coast program than their health insurance plan.

Coast2Coast program staff handle all administrative aspects of the program, including cultivating relationships with major pharmacy chains as well as small, independent pharmacies, educating pharmacies and their staff on the program, printing and distributing cards, and collecting and sharing data on program usage. Coast2Coast also undertakes the marketing of the program and organizes a kick-off event announcing the launch of the program.

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<sup>1</sup>2008 American Community Survey

Travis County staff will also be charged with assisting in organizing and carrying out the kick-off promotional event. This will involve composing and distributing press releases and coordinating media events, including interviews. The only additional duties Travis County staff will have are identifying the locations for card distribution and providing names and addresses of these locations to Coast2Coast so that they can distribute the cards.

**Background:**

In mid 2008, the Travis County Health and Human Services Department staff was asked to identify and evaluate prescription drug discount programs, including NACo, FamilyWize, and Coast2Coast.

Travis County currently offers limited prescription drug assistance under Family Support Services. To qualify for assistance under the program, if an individual is elderly or disabled, they must be at or below 125% of the FPL and at or below 50% of the FPL if not elderly or disabled. In the month of August 2009, eight (8) households received a total of \$652.28 in pharmaceutical assistance. Recipients of these funds are limited to \$157 per year in prescription drug assistance.

An area for future consideration regarding this program is the possibility of bulk purchasing of drugs for the Travis County jail using Coast2Coast discounts.

cc: Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Mary Etta Gerhardt, Assistant County Attorney  
Rodney Rhoades, Executive Manager, Planning and Budget Office  
Travis Gatlin, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

**Agreement for Public Health Services Between  
Travis County and  
Coast2Coast Rx Card County**

THIS AGREEMENT for Public Health Services dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009, is entered into by and between Financial Marketing Concepts, Inc., hereinafter "FMC" a Florida corporation, with its principal place of business at: 100 Executive Way, Suite 214, Ponte Vedra Beach, St. Johns County, Florida 32082, and Travis County, a political subdivision in the State of Texas, hereinafter "COUNTY," through the Travis County Health, Human Services and Veterans' Services ("TCHHSVS") with its principal place of business at 314 West 11<sup>th</sup> Street, Austin, TX 78701.

W I T N E S S E T H:

WHEREAS, FMC has created a discount pharmacy card, to-wit: Coast2 Coast Rx Card, which provides discounts on prescription drugs to individuals, families, governmental entities, employers, members of non-profit organizations, associations, groups, financial institutions, marketing entities, business customers and insurance companies at no cost, and

WHEREAS, FMC can provide COUNTY the opportunity to offer public health services in the form of its Coast2Coast Rx discount pharmacy card to its residents at no cost to the COUNTY, and

WHEREAS, COUNTY is desirous of providing the Coast2Coast Rx discount pharmacy card to its residents at no cost to the COUNTY:

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, it is agreed as follows:

1. Benefits. FMC will provide its Coast2Coast Rx discount prescription card at no cost to COUNTY and its residents, and will pay COUNTY a Royalty for each prescription filled that results in a paid claim as listed on Schedule "A" hereof.
2. Term. This Agreement will automatically renew every year for another one (1) year term unless COUNTY gives FMC thirty days (30) written notice to terminate at any time, or unless earlier terminated by default. Royalty to COUNTY will continue to be paid by FMC as long as:
  - a. its residents continue to fill prescriptions under this program; and
  - b. FMC receives its compensation for those prescriptions; and
  - c. Agreement is not terminated by COUNTY.

Upon termination by County, FMC will cease all distribution and use of cards bearing County's name or representation in any form.

3. FMC's Obligations.

a. FMC will provide to COUNTY the opportunity to provide COUNTY residents its free Coast2Coast Rx discount pharmacy card at no cost and will pay a Royalty to COUNTY based on the use thereof for the Coast 2Coast Rx Card. The Royalty will be paid at its full rate as listed on Schedule "A" so long as COUNTY has not endorsed another discount prescription card after the execution of this Agreement. In the event COUNTY does execute an agreement with another discount prescription card after the execution of this Agreement, FMC will reduce the Royalty listed in Schedule "A" to twenty-five cents (\$.25) for every claim paid to FMC by its pharmacy benefit manager. The Parties understand and agree that the decrease in Royalty will be implemented only as to those other discount prescription cards/programs entered into after the effective date of this Agreement, and will not include any such programs related to the Travis County Healthcare District.

b. FMC will print and distribute the pharmacy cards for the COUNTY at FMC's cost. COUNTY will approve the card design in writing and any other use of or reference to COUNTY prior to FMC's printing of the card or use of or reference to COUNTY in relation to the Coast2Coast Rx Card program (including electronic transmission of same), subject to Section 8 of this agreement.

c. FMC will handle all administration of the card including the providing of monthly usage reports to COUNTY. FMC will assign a unique Group Code to COUNTY for cards printed by FMC so that COUNTY'S Royalty can be tracked when the card is used at participating pharmacies by COUNTY residents.

d. FMC will distribute its Coast2Coast Rx Cards to participating pharmacies in the COUNTY and to other such governmental offices (such as libraries, health departments, etc.) designated by the COUNTY. COUNTY will be provided with a current list of participating pharmacies, including regular updates of such list.

e. FMC will create a private label website for the COUNTY to link to from its website that will describe the Coast2Coast Rx Card program, and COUNTY residents will have the ability to print a card from such website.

*???Has ITS been consulted? Possible liability from links to County website? What needs to be included for their purposes?*

f. FMC, in conjunction with the County, will promote the card in all media formats appropriate, including newspaper, radio, and the internet through press releases at no cost to COUNTY. All such promotions will be reviewed and approved by COUNTY prior to release.

g. FMC will also provide lab and imaging discounts on the discount prescription card in addition to the discount prescription benefit..

h. FMC certifies that FMC is not delinquent in repaying any Federal, State of Texas, City of Austin or Travis County debt.

i. FMC certifies that FMC shall have standard insurance sufficient to cover the needs of FMC pursuant to applicable generally accepted business standards applicable to FMC.

j. FMC agrees to and shall indemnify and hold harmless County, its officers, agents and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind ("Claims") for any act or omission of FMC under this agreement, whether such claims result from FMC's sole negligence or the joint negligence of FMC and any other third party. FMC agrees to provide County with a copy of any such claim brought against FMC within three (3) working days of receipt of such claim.

#### 4. COUNTY's Obligations:

a. COUNTY will provide the opportunity for its residents to receive FMC's Coast2Coast Rx discount pharmacy card, and COUNTY shall receive a Royalty as specifically set forth on Schedule "A" hereof.

5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for any proceedings shall be in Travis County.

6. Notice. Any notice required by this Agreement shall be in writing, by certified mail, to the address of each party first set forth above, or at such other address as may hereafter be designated by either party in writing.

7. Entire Agreement. This Agreement contains all the rights, duties and obligations of each party, and this Agreement may not be modified or amended except in writing, signed by both parties. Requests for changes shall be sent to the County through the Travis County Purchasing Agent (P. O. Box 1748, Austin, Texas, 78767) with a copy to the TCHHSVS Executive Manager (P.O. Box 1748, Austin, Texas, 78767).

#### 8. Use of County Seal.

a. For the consideration paid by FMC under this Agreement, County grants to FMC, and FMC accepts, a nonexclusive, nontransferable, limited and revocable license to use the County seal in connection with the program as described in this agreement. For purposes of this agreement, the County Seal means the circular design of the seal together with all words, symbols and graphics included therein, as such seal is set forth in Attachment A to this agreement.

b. No permission is granted to FMC with respect to the editorial design or copy content of the County Seal, and all such rights shall remain in County. County retains all right, title and interest in and to the County Seal and to all legally protectable elements, derivative works, modifications and enhancements thereto or therein.

c. County shall have the right to revoke the permission granted hereunder, effective immediately, if County determines, in its sole discretion, that the medium or media in which County's name, trademark and information are being or will be used contain(s) any content, data, work, materials, link or advertising that is obscene, offensive, defamatory, harassing, malicious or that would reflect adversely on the reputation and dignity of Travis County.

8. Compliance. FMC and County agree to provide all services and activities under this agreement, and to require all subcontractors providing services under this contract, in compliance with the Constitutions of the United States and Texas, and with all applicable federal, state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken under this agreement, including but not limited to all laws related to privacy and confidentiality.

9. Immunity or Defense. It is expressly understood and agreed by all Parties that neither the execution of this contract, nor any conduct of any representative of County relating to this contract shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

10. Independent Contractor. The Parties expressly agree that both Parties are acting as independent contractors and assume all of the rights, obligations and liabilities applicable to it as an independent contractor.

11. Assignability. Neither Party will assign any of the rights, duties or interests created under this agreement without the prior written approval of the other Party.

IN WITNESS WHEREOF the parties have hereunto signed this Agreement on behalf of the corporate entity for which they have legal authority to enter into.

Financial Marketing Concepts, Inc.

TRAVIS COUNTY

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

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

Edward W. Rahn Its: President

Samuel T. Biscoe  
Its: County Judge

Schedule "A"

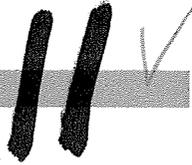
ROYALTY:

1. Coast2Coast Rx Card. FMC has offered the opportunity for COUNTY to provide its residents, at no cost to COUNTY or its residents, with FMC's Coast2Coast Rx Card, and FMC agrees to pay COUNTY a royalty as listed in (2) below.

2. Royalty Paid to COUNTY. Every time a member purchases a prescription through a participating pharmacy, and FMC receives compensation for that prescription, FMC will pay COUNTY Seventy-Five Cents (\$.75) per filled prescription (“paid claims”).

FMC Initials \_\_\_\_\_

County Initials \_\_\_\_\_



# BUDGET AMENDMENTS AND TRANSFERS

FY 2010

COUNTY JUDGE'S OFFICE

09 OCT 21 PM 1:52

10/27/2009

AMENDMENTS

BA#	Project Code FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	001	9800	981	9892	Reserves	Allocated Reserves		\$ 2,578,800	1
	001	4952	621	8020	TNR	Automobiles & Trucks	\$ 2,078,400		
	001	4952	621	8043	TNR	Yards, Grounds, Agrictrl Eq	\$ 500,400		
A2	525	1140	981	9809	Reserves	Fund 525 Allocated Reserves		\$ 1,500,000	3
	525	1140	522	4504	HRMD	General Liability	\$ 1,500,000		



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

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

**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Jessica Rio, Assistant Budget Director 

**DATE:** October 14, 2009

**SUBJECT:** Budget Adjustment Related the Purchase of FY 10 Approved Vehicles

The attached Budget Adjustment from the Allocated Reserve in the amount of \$2,578,800 is intended to purchase approved vehicles that have funding in the upcoming FY 10 Certificate of Obligation issuance.

TNR states that the department will need to purchase these vehicles in advance of the anticipated receipt of CO proceeds in late May or early June. TNR is requesting funding to begin the purchase of these vehicles for user departments.

The Commissioners Court is being asked to also approve the corresponding reimbursement resolution on today's agenda. A reimbursement resolution allows the County to use a non-CO fund source to initially fund a project and then to have that fund source reimbursed when the bond proceeds are received. These funds are anticipated to be replenished by June of 2010 once the proceeds from the sale of the proposed CO's have been received. PBO concurs.

cc: Joe Gieselman (TNR)  
John Hille (County Attorney's Office)  
Mike Joyce (TNR)  
Cynthia McDonald (TNR)  
Leroy Nellis (TNR)  
Sean O'Neal (County Auditor's Office)  
Jose Palacios (County Auditor's Office)  
Rodney Rhoades (PBO)  
Susan Spataro (County Auditor)

Budget Adjustment: 19016

Fyr \_ Budget Type: 2010-Reg

Author: 49 - CROSBIE, SYDNIA

Created: 10/6/2009 1:42:50 PM

PBO Category: Amendment

Court Date: Tuesday, Oct 20 2009

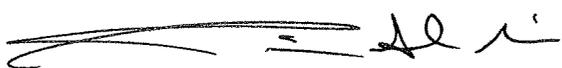
Dept: RESERVES

Just: Other

Transfer necessary to move funds from the allocated reserves to Fleet Services to fund a

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			2,578,800
				2,578,800
To Account		Project		Amount
001-4952-621-8020	AUTOMOBILES & TRUCKS			2,078,400
001-4952-621-8043	YARDS, GROUNDS, AGRICTRL EQ			500,400
				2,578,800

Approvals	Dept	Approved By	Date Approved
Originator	49	CYNTHIA MCDONALD	10/15/2009 08:33:42 AM
DepOffice	49	CYNTHIA MCDONALD	10/15/2009 08:33:50 AM
DepOfficeTo	49	CYNTHIA MCDONALD	10/15/2009 08:33:51 AM

 Oct 15, 2009



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

---

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

**MEMORANDUM**

**TO:** Commissioners Court *Travis R. Gatlin*  
**FROM:** Travis R. Gatlin, Sr. Planning and Budget Analyst  
**DATE:** October 21, 2009  
**RE:** Risk Fund Transfer for Phase I of Clean-up of Hamilton Creek and Pool

The Commissioners Court approved the use of the Risk Management Fund (Fund 525) as the funding source for the clean-up of Hamilton Creek and Pool with the understanding that any funds received through subrogation related to these expenses would go back to the fund. The attached budget amendment moves \$1.5 million from the Allocated Reserve of the Risk Management Fund to an operating line item within the fund. The Auditor's Office will then work with Transportation and Natural Resources (TNR) to ensure that the department can encumber the funds for the proposed contract.

PBO recommends approval of the budget amendment.

cc: Susan Spataro, County Auditor  
Diana Warner, County Auditor's Office  
Nicki Riley, County Auditor's Office  
Julie Oakley, County Auditor's Office  
Joe Gieselman, TNR  
Charles Bergh, TNR  
Carol Joseph, TNR  
Cynthia McDonald, TNR  
Dan Mansour, HRMD  
Norman McRee, HRMD  
Rodney Rhoades, Planning and Budget Office  
Leroy Nellis, Planning and Budget Office  
Jessica Rio, Planning and Budget Office

Budget Adjustment: 19248

Fyr\_ Budget Type: 2010-Reg  
PBO Category: Amendment  
Just: Other

Author: 11 - MCREE, NORMAN  
Court Date: Tuesday, Oct 27 2009  
Hamilton Pool clean up

Created: 10/21/2009 9:37:41 AM  
Dept: HUMAN RESOURCE MANAGEMENT

From Account	Acct Desc	Project	Proj Desc	Amount
525-1140-981-9809	CATASTROPHIC LOSS			1,500,000
				1,500,000
To Account		Project		Amount
525-1140-522-4504	GENERAL LIABILITY			1,500,000
				1,500,000

Approvals	Dept	Approved By	Date Approved
Originator	11	NORMAN MCREE	10/21/2009 9:37:51 AM
DepOffice	11	NORMAN MCREE	10/21/2009 9:37:54 AM

 Norm Oct 2009

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$6,639,865			Beginning Balance
\$6,170	TNR	10/13/09	Canceled Purchase Orders
(\$2,132)	Cons. Pct. 1	10/7/09	Accruals
\$26,483	Various Dept	9/25/09	Canceled Purchase Orders
<b>\$6,670,386</b>	<b>Current Balance</b>		

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

<b>Amount</b>	<b>Explanation</b>
(\$25,000)	Grant Match MHPD
(\$26,185)	Grant Match Second Chance
(\$20,000)	Hazmat
(\$28,748)	Armored Car Service
(\$25,000)	Records Storage
(\$25,000)	Postage
(\$600,189)	Election Runoff
(\$60,000)	Deaf Services Temporary Interpreters
(\$158,855)	Family Drug Treatment Grant
(\$100,000)	Court Appointed Attorney Fees
(\$300,000)	Court Appointed Attorney Fees-Capital Cases
(\$150,000)	County Court-at-Law #8 Court Appointed Atty Fees
(\$184,266)	Drug Court Grant - Special Populations
(\$12,877)	Overtime for FACTS Training/Implementation
(\$8,268)	Overtime for FACTS Training/Implementation
(\$7,300)	Miscellaneous Recurring Expenses-Operating
(\$250,000)	Comprehensive Plan for Austin
<b>(\$1,981,688)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$4,688,698 Remaining Allocated Reserve Balance After Possible Future Expenditures**

Amount	Dept Transferred Into	Date	Explanation
\$454,223			Beginning Balance
<b>\$454,223 Current Reserve Balance</b>			

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

Amount	Explanation
(\$95,500)	Failing Vehicles
<b>(\$95,500) Total Possible Future Expenses (Earmarks)</b>	

**\$358,723 Remaining CAR Balance After Possible Future Expenditures**

**Emergency Reserve Status (001-9800-981-9814)**

Amount	Dept Transferred Into	Date	Explanation
\$4,950,000			Beginning Balance
<b>\$4,950,000 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

**Juvenile Justice TYC (001-9800-981-9829)**

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
<b>\$250,000 Current Reserve Balance</b>			

**Future Grant Requirements Reserve Status (001-9800-981-9837)**

Amount	Dept Transferred Into	Date	Explanation
\$500,000			Beginning Balance
<b>\$500,000 Current Reserve Balance</b>			

**Smart Bldg. Facility Maintenance Reserve Status (001-9800-981-9838)**

Amount	Dept Transferred Into	Date	Explanation
\$43,092			Beginning Balance
<b>\$43,092 Current Reserve Balance</b>			

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$43,812,685			Beginning Balance
<b>\$43,812,685 Current Reserve Balance</b>			

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

RECEIVED  
COUNTY CLERK'S OFFICE

12

Please consider the following item for:  
10-27-09

09 OCT 20 PM 2:02

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 with the State of Texas Division of Emergency Management for sub-recipient award part of the FY 2009 Homeland Security Grant Program (HSGP) to enhance STAR Flights capabilities and services.

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

10/27/2009

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
FY 2010

*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 Award	County Match	In-Kind	Program Total	PBO FTEs	Auditor's Notes	Assessment	Page #	ARRA
<b>Contracts</b>											
a 59	Travis County STAR Flight Equipment Enhancement	10/1/2009 - 11/30/2011	\$75,000		\$0	\$0 \$75,000		R	MC	8	

**PBO Notes:**

R - PBO recommends approval.  
NR - PBO does not recommend approval  
D - PBO recommends item be discussed.

**County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload**

S - Simple  
MC - Moderately Complex  
C - Complex  
EC - Extremely Complex

## FY 2010 Grants Summary Report Outstanding Grant Applications

*The following is a list of grants for which application has been submitted since October 1, 2009, and the notification of award has not yet been received.  
page in the document.*

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
49	CAPCOG FY10 Solid Waste Enforcement Grant	12/15/2009 - 08/31/2010	\$8,517			\$8,517		10/6/2009
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	\$430,945			\$430,945		10/6/2009
			\$439,462	\$0	\$0	\$439,462	0	

2

### FY 2010 Grants Approved by Commissioners Court

*The following is a list of grants that have been received by Travis County since October 1, 2009*

*American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on a separate page in the document.*

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
14	Energy Efficiency and Conservation Block Grants - Recovery (ARRA)	10/2009 - 04/2011	\$2,207,900			\$2,207,900		10/6/2009
49	TX DoT Advanced Funding Agreement - Howard Lane @ SH130	7/28/2009	\$6,000,000	\$1,575,000		\$7,575,000		10/6/2009
58	2009 Phase 27 ARRA Emergency Food and Shelter Program	04/01/2009 - 12/31/2009	\$41,666			\$41,666		10/6/2009
19	Underage Drinking Prevention Program	10/01/2008 - 9/30/2011	\$193,750	\$35,715	\$119,504	\$348,969	3	10/6/2009
47	Emergency Management Performance Grant	10/01/08 - 9/30/09	\$67,200	\$67,200		\$134,400		10/13/2009
58	Comprehensive Energy Assistance Program (CEAP) Amendment 1	1/1/2009 - 12/31/2009	\$3,198,032			\$3,198,032		10/13/2009
58	Title IV-E Child Welfare Services	10/1/2009 - 9/30/2010	\$57,360	\$0	\$0	\$57,360	1	10/20/2009
			\$11,765,908	\$1,677,915	\$119,504	\$13,563,327	4.00	

## FY 2010 Grants Summary Report

### Permission to Continue

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
22	Drug Court (State) Program	\$5,084	\$5,084	\$10,168	1	8/18/2009		Pending from FY 09
45	Residential Substance Abuse Treatment	\$8,994	\$8,994	\$17,988	1	9/22/2009		Pending from FY 09
22	Drug Court (State) Program	\$5,084	\$5,084	\$10,168	1	10/6/2009		Pending
Totals		\$19,162	\$19,162	\$38,324	3			

TRAVIS COUNTY FY 09 - FY 14 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. ARRA Grants are highlighted in bold.

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

<b>Grant Contracts approved by Commissioners Court</b>		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	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	\$ -	\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and potential savings.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and potential savings.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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 two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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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>	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. <i>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.</i>	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) <i>Funds to be used for approx 39 water connections for Plainview Estates.</i>	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). <i>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.</i>	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
<b>Totals</b>		<b>\$ 3,070,731</b>	<b>\$ 1,161,189</b>	<b>\$ 5,632,467</b>	<b>\$ 2,175,626</b>	<b>\$ 2,376,220</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>	<b>\$ 1,490,480</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		FY 14	
	Grant Amount	Add. County Impact										
Approved Applications Pending Notification (Potential Impact)	\$ 123,750	\$ -	\$ 3,722,473	\$ -	\$ 2,773,487	\$ 101,432	\$ 453,866	\$ 176,432	\$ 246,907	\$ 223,880	\$ -	\$ 506,752
Approved Contracts	\$ 3,070,731	\$ 1,161,189	\$ 5,632,467	\$ 2,175,626	\$ 2,376,220	\$ 1,108,627	\$ 2,007,470	\$ 1,233,627	\$ 1,507,470	\$ 1,733,627	\$ 1,490,480	\$ 1,733,627
<b>Combined Totals</b>	<b>\$ 3,194,481</b>	<b>\$ 1,161,189</b>	<b>\$ 9,354,940</b>	<b>\$ 2,175,626</b>	<b>\$ 5,149,707</b>	<b>\$ 1,210,059</b>	<b>\$ 2,461,336</b>	<b>\$ 1,410,059</b>	<b>\$ 1,754,377</b>	<b>\$ 1,957,507</b>	<b>\$ 1,490,480</b>	<b>\$ 2,240,379</b>

TRAVIS COUNTY FY 09 - FY 14 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. ARRA Grants are highlighted in bold.

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

Outstanding Grant Applications		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). <i>Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration and Manor Police Department).</i>	\$ -	\$ -	\$ 877,234	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432
Criminal Justice Planning	National Initiatives: Adjudication Program (ARRA) <i>This grant is for 18 months of funding for an attorney and caseworker in the Mental Health Public Defender's Office. Travis County would be expected to continue this program after grant funding has ended.</i>	\$ -	\$ -	\$ 150,000	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ 150,000
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. <i>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.</i>	\$ -	\$ -	\$ 122,222	\$ -	\$ 125,470	\$ -	\$ 130,350	\$ -	\$ 46,937	\$ 47,448	\$ -	\$ 130,350
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	\$ -	\$ -	\$ 199,970
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	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$123,750	\$0	\$3,722,473	\$0	\$2,773,487	\$101,432	\$453,866	\$176,432	\$246,907	\$223,880	\$0	\$506,752

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

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### 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>	EMS / STAR Flight
<b>Contact Person/Title:</b>	Willy Culberson - Aviation Operation Director
<b>Phone Number:</b>	854-6464

<b>Grant Title:</b>	Travis County STAR Flight Equipment Enhancement		
<b>Grant Period:</b>	From:	10/1/2009	To: 11/30/2011
<b>Grantor:</b>	Texas Division of Emergency Management Texas Department of Public Safety		

<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 type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:						0
Capital Equipment:	75,000					75,000
Indirect Costs:						0
<b>Total:</b>	75,000	0	0	0	0	75,000
FTEs:						0.00

<b>Auditor's Office Review:</b> <input checked="" type="checkbox"/>	Staff Initials: <u>see attached email</u>
<b>Auditor's Office Comments:</b> See attached email	
<b>County Attorney's Office Contract Review:</b> <input checked="" type="checkbox"/>	Staff Initials: <u>see attached email</u>

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Measures For Grant						
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

**PBO Recommendation:**

PBO recommends approval of this grant contract.

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

The goal of this grant project is to enhance STAR Flights capabilities and services to Travis County and the 19 surrounding counties through new and upgraded equipment. The grant will allow for STAR Flight to increase their air time through improved communication abilities during missions, reduce refueling times during natural disasters, rescue missions, and eliminate down time due to repair of equipment.

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

Travis County will have no long term funding requirements for 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.

Travis County is not required to provide a cash or in-kind match.

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

There are no indirect cost allocations required of this grant.

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

This grant will be one time funding for the acquisition of equipment. The only funding that will need to be provided will be that of normal maintenance. The funding for maintenance will be budgeted into STAR Flight's general fund.

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

This will be a one time new project which will address and enhance both medical and fire emergency services needs. As noted during the recent forest fires in Bastrop County and drought conditions across the state of Texas, fires have become an emerging natural disaster that cost the citizens of Central Texas both property and life. By providing an additional Bambi Bucket and fuel trailer STAR Flight will be to provide increased services time to help combat these natural disasters. StarFlight will also increase its ability of service the public 24 hours/day with the night vision goggles. The goggles also give the pilots and crews a needed safety measure when traveling in undeveloped regions during the night hours.

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.

STAR Flights believes that the acquisition of the noted equipment will support and enhance our regional response capability within Central Texas, this will result in less down time because of refueling in outlying areas and result in less delays in responding to emergency calls due to a reduction in equipment problems.

## Randy Lott - EMS/Starflight grant

---

**From:** Janice Cohoon  
**To:** Julie Cullen; Randy Lott  
**Date:** 10/9/2009 3:37 PM  
**Subject:** EMS/Starflight grant  
**CC:** Kimberly Walton

---

Travis County STAR flight Equipment Enhancement grant from the Texas Division of Emergency Management/ Texas Department of Public Safety is okay to go on the agenda from a grants perspective. The complexity rating for the grant is MC Moderately Complex. Please contact me if you have any questions.

Janice Cohoon  
Financial Analyst  
County Auditor's Office  
ext 49424

**From:** Barbara Wilson  
**To:** Bonnie Floyd; Janice Cohoon; Julie Cullen; Randy Lott  
**Date:** 10/9/2009 12:40 AM  
**Subject:** Re: STAR Flight Grant Award Notice

**CC:** Casey Ping; Christine Lego; Danny Hobby; Kimberly Walton; Willy Culb...  
Julie, Danny, Willy, Randy,

In the grant summary,

question 6. near the end did you mean to say "ability **of** service the public" or "ability **to** service the public"

question 7. not sure about the construction of the answer. What do you think of suggestions in red below:

STAR Flights believes that ~~with the acquisition the noted equipment;~~ will support and enhance our regional-response capability within Central Texas, result in less down time because of refueling in outlying areas ~~or~~ and result in less delay in responding to emergency calls due to a reduction in ~~down-of~~ equipment problems.

All count as management decisions so it is your preference on both of these.

In the contract and certifications,

Block 10 of page entitle 2009 Sub-Recipient Agreement needs to be completed with

Samuel T. Biscoe  
Travis County Judge

Block 11 of page entitle 2009 Sub-Recipient Agreement needs to be completed with

74-6000192 on the signature copy but probably not on the copies distributed to court because they are open records and it is our EIN

Not sure what needs to be done with the Vender Direct Deposit Authorization but I am guessing we have already got that in place from other grants from this group. If so, it should be removed from the packet.

On page 3 of 2009 Terms and Conditions, please be sure that you have read the paragraph above C. near the bottom. It requires you to have read understood and accepted the FY 2009 HSGP Guidance and Application Kit. Have you done that? Do not go forward with this unless you have and can agree to everything you have to do based on its requirements.

On page 9, please be aware that B under Changes and Amendments allows TDEM and FEMA to issue policy directives that become part of this contract without any written agreement from Travis County. That means you want to get the purchases done asap before they change the rules. C in that section is the same sort of thing only it involves changes in the law being incorporated without amendment.

Danny, just thought I would mention that having adopted NIMS and ICS at the local level is a requirement of this grant so You Done Good in the EMS contract negotiations.

The blanks in Exhibit B and C need to be completed with I, **Samuel T. Biscoe** as the authorized official of **Travis County, Texas** ....at the top. The judge will need to sign and date when the contract is approved so this requires 3 signature flags.

And with those changes and "heads up" comments, this grant contract can be counted as reviewed and approved by legal.

Barbara

>>> Julie Cullen 10/6/2009 5:00 PM >>>  
Good Afternoon Everyone,

Attached is a copy of the Grant Award Notice from CAPCOG regarding the FY 09 Homeland Security Grant, as well as a grant summary sheet. STAR Flight was awarded \$75,000 of the original \$283,962 it requested. The cut in funding was due to the number of applications compared to the funding pool.

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If you could please review and approve the award notice, it would be greatly appreciated. We are hoping to submit this award notice for the October 20th Commissioner Court session.

If you have any questions, please do not hesitate contacting me.

Sincerely,

Julie Cullen  
Financial Analyst  
Travis County Criminal Justice Planning  
(512) 854-4751



Austin-Travis County  
**STAR Flight**



7800 Old Manor Road  
Austin, TX 78724  
[www.starflightrescue.org](http://www.starflightrescue.org)

Dispatch 1-800-531-STAR  
Administration (512) 854-6464  
Fax (512) 854-6466

**To:** Travis County Commissioners Court  
**Through:** Danny Hobby, Executive Manager Emergency Services  
**From:** Willy Culberson, Aviation Director, *STAR Flight*  
**Date:** October 6, 2009  
**Subject:** Grant Award Notice

The Capital Area Council of Governments (CAPCOG) has awarded Travis County \$75,000 towards our FY 2009 Homeland Security Grant Program (HSGP) Application. The original application was written for \$283,926, but due to the number of applicants CAPCOG was only able to fund a portion of our application.

In April 2009, *STAR Flight* and Emergency Services identified equipment that was eligible for funding under this grant. This equipment would be used to support and enhance existing response capability.

The equipment that has been funded includes:

- (3) Night Vision Goggles,
- (1) Bambi Bucket, and
- (1) Fuel trailer.

The total funded for this grant is \$75,000, with no matching funds required.

We respectfully request that the Commissioners Court accept this grant award. The Grant Award Notice must be returned to CAPCOG no later than November 18, 2009.

Please let me know if I can provide any additional information or assistance.



TEXAS DIVISION OF EMERGENCY MANAGEMENT  
TEXAS DEPARTMENT OF PUBLIC SAFETY  
WWW.TXDIS.STATE.TX.US/DEM

ASSISTANT DIRECTOR / CHIEF  
JACK COLLEY

October 1, 2009

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

Dear Judge Biscoe:

Your jurisdiction is being awarded a sub-grant for the Fiscal Year (FY) 2009 Homeland Security Grant Program (HSGP) to carry out homeland security projects that will significantly improve local and regional terrorism prevention, preparedness, response, and recover capabilities. Proposed local, regional, and urban area projects were grouped into investments that were submitted to U. S. Department of Homeland Security (DHS) for review and approval. Grant funds must be used for projects which support the investments approved by DHS, which are identified in *Enclosure 1*.

The following additional grant-related documents are enclosed:

- Notice of Sub-recipient Award (SRA) - *Enclosure 2*

The *Notice of Sub-recipient Award* for the 2009 HSGP must be signed by the chief elected official of your jurisdiction unless that authority has been delegated. Other signatures will require an accompanying statement from the chief elected official authorizing the individual to sign for the jurisdiction.

- Direct Deposit Authorization - *Enclosure 3*

A. TDEM must have a current *Direct Deposit Authorization* from your jurisdiction in order to transfer grant funds electronically to a designated bank account to reimburse you for grant-funded expenses. Additional copies are available from the Texas State Comptroller's website at: <http://www.window.state.tx.us/taxinfo/taxforms/74-158.pdf>. An appropriate local official, typically your finance officer, must sign the *Direct Deposit Authorization*.

B. If you submitted a completed *Direct Deposit Authorization* form with prior Homeland Security Grant Program awards, you do not need to submit another unless your bank account information has changed.

The deadline for returning the signed *Notice of Sub-Recipient Award, Exhibit B and C of the Terms and Conditions, and Direct Deposit Authorization (if applicable)* is **November 18, 2009**. The offer of a homeland security sub-grant will be withdrawn if the required materials are not postmarked by the due date. Extensions to this date will not be granted. Please submit above documents to the following addresses:

Mail: PO Box 4087 Austin, Texas 78773 Courier: 5805 N. Lamar Blvd. Austin, Texas 78752  
Telephones: Main: 512-424-2138 \* 24 hour: 512-424-2908 \* Fax: 512-424-2441

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**Mail:**

Division of Emergency Management  
Attention: SAA Section  
P.O. Box 4087  
Austin, TX 78773-0270

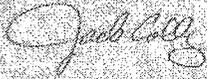
**Courier:**

Division of Emergency Management  
Attention: SAA Section  
5805 N. Lamar  
Austin, TX 78752

Please retain a copy of each form for your records.

If you have any program questions regarding HSGP, please contact Edwin Staples at the SAA at 512-377-0002 or 512-377-0000.

Sincerely,



Jack Colley  
Assistant Director/Chief

IC:es

Enclosures:

1. *DHS Approved Investments*
2. *2009 Notice of Sub recipient Award*
3. *Direct Deposit Authorization*



## Texas Division of Emergency Management

### 2009 Sub-Recipient Agreement for Travis County

Date of Award

September 29, 2009

**1. Sub-Recipient Name and Address**

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

2. Prepared by: Carter, Brandy

3. SAA Award Number: 09-SR 48453-01

**4. Federal Grant Information**

Federal Grant Title: **Homeland Security Grant Program**  
 Federal Grant Award Number: 2009-SS-19-0064  
 Date Federal Grant Awarded to TDEM: August 1, 2009  
 Federal Granting Agency: Department of Homeland Security  
 FEMA  
 Grant Programs Directorate

**5. Award Amount and Grant Breakdowns**

**Total Award Amount**  
CFDA: 97.067  
  
\$75,000.00

Note: Additional Budget Sheets (Attachment A):  Yes  No

SHSP 97.073	SHSP-LEAP 97.073	UASI 97.008	UASI-LEAP 97.008	CCP 97.053	MMRS 97.071
\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

This award supersedes all previous awards. Performance Period: Aug 1, 2009 to Apr 15, 2012

**6. Statutory Authority for Grant:** This project is supported under Consolidated Security, Disaster Assistance and Continuing Appropriations Act, 2009 Public Law No. 110-329.

**7. Method of Payment:** Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

**8. Debarment/Suspension Certification:** The Sub-Recipient certifies that the subgrantee and its contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov>.

**9. Agency Approval**

Approving TDEM Official:

Jack Colley, Chief  
Texas Division of Emergency Management  
Department of Public Safety

Signature of TDEM Official:

**10. Sub-Recipient Acceptance**

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

12. Date Signed:

13. DUE DATE: November 10, 2009

Signed award and Direct Deposit Form (if applicable) must be returned to TDEM on or before the above due date.



For Comptroller's use only

## VENDOR DIRECT DEPOSIT AUTHORIZATION

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code.

### INSTRUCTIONS

- Use only BLUE or BLACK ink.
- Alterations must be initialed.
- Check all appropriate box(es).
- For further instructions, see the back of this form.

### TRANSACTION TYPE

<b>SECTION 1</b>	<input type="checkbox"/>	New setup	(Sections 2, 3 & 4)	<input type="checkbox"/>	Change financial institution	(Sections 2, 3 & 4)
	<input type="checkbox"/>	Cancellation	(Sections 2 & 3)	<input type="checkbox"/>	Change account number	(Sections 2, 3 & 4)
				<input type="checkbox"/>	Change account type	(Sections 2, 3 & 4)

### PAYEE IDENTIFICATION

<b>SECTION 2</b>	1. Social Security number or Federal Employer's Identification (FEI) <input type="text"/>	2. MFE code (if not known, will be generated by Payee's State Agency) <input type="text"/>
	3. Name <input type="text"/>	4. Business phone number <input type="text"/>
	5. Mailing address <input type="text"/>	6. City <input type="text"/>
		7. State <input type="text"/>
		8. ZIP code <input type="text"/>

### AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

<b>SECTION 3</b>	9. Pursuant to Section 403.016, Texas Government Code, I authorize the Comptroller of Public Accounts to deposit by electronic transfer payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.		
	I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and the Comptroller's rules about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.		
	10. Authorized signature <input type="text"/>	11. Printed name <input type="text"/>	12. Date <input type="text"/>

### FINANCIAL INSTITUTION (Completion by financial institution is recommended.)

<b>SECTION 4</b>	13. Financial institution name <input type="text"/>	14. City <input type="text"/>	15. State <input type="text"/>
	16. Routing transit number <input type="text"/>	17. Customer account number <input type="text"/>	(Dashes required) <input type="checkbox"/> YES
	18. Representative name (Please print) <input type="text"/>	19. Title <input type="text"/>	20. Type of account <input type="checkbox"/> Checking <input type="checkbox"/> Savings
	21. Representative signature (Optional) <input type="text"/>	22. Phone number <input type="text"/>	23. Date <input type="text"/>

### CANCELLATION BY AGENCY

<b>SECTION 5</b>	24. Reason <input type="text"/>	25. Date <input type="text"/>

### PAYING STATE AGENCY

<b>SECTION 6</b>	26. Signature <input type="text"/>	27. Print name <input type="text"/>
	28. Agency name <input type="text"/>	29. Agency number <input type="text"/>
	30. Comments <input type="text"/>	31. Phone number <input type="text"/>
		32. Date <input type="text"/>

**Note:** A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

<http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf>

For additional information or assistance, please contact the Claims Division by:  
 Email: [claims.pin@cpa.state.tx.us](mailto:claims.pin@cpa.state.tx.us)  
 Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free

## INSTRUCTIONS FOR VENDOR DIRECT DEPOSIT AUTHORIZATION

**SECTION 1: Check the appropriate box(es)**

- **NEW SETUP** - If payee is not currently on direct deposit with the state.
  - a. Complete Sections 2, 3 & 4.
  - b. Section 4 is recommended to be completed by financial institution.
- **CANCELLATION** - If payee wishes to stop direct deposit with the state.
  - a. Payee completes Sections 2 & 3.
- **CHANGE FINANCIAL INSTITUTION**
  - a. Payee completes Sections 2, 3 & 4.
  - b. Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT NUMBER**
  - a. Payee completes Sections 2, 3 & 4.
  - b. Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT TYPE**
  - a. Payee completes Sections 2, 3 & 4.
  - b. Section 4 is recommended to be completed by financial institution.

**SECTION 2: PAYEE IDENTIFICATION**

- Item 1** Leave the boxes blank if you do not have your 11-digit Texas Identification Number. The paying state agency will provide the information in the boxes. Enter your 9-digit Social Security number or your Federal Employer's Identification (FEI) number.
- Item 2** If your 3-digit mail code address identifier is not known, it will be assigned by the paying state agency.

**SECTION 3: AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION**

- Items 10, 11 & 12** The individual authorizing must sign, print their name and date the form.

**NOTE:** No alterations in this section will be allowed.

**SECTION 4: FINANCIAL INSTITUTION**

**Section 4 is recommended to be completed by a financial institution.**

**NOTE:** Alterations to routing, account number and/or type of account must be initialed by the financial institution representative or the payee.

**SECTION 5: CANCELLATION BY AGENCY (State agency use only)**

Sections 5 & 6 to be completed by the paying state agency

**SECTION 6: PAYING STATE AGENCY (State agency use only)**

Section 6 to be completed by the paying state agency before the form can be processed.

Submit the completed form to a state agency with which you are conducting business. This agency will be designated as your custodial agency. If the direct deposit instructions need to be updated or cancelled, you must contact this agency.

**Note:** A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

<http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf>

For additional information or assistance, please contact the Claims Division by

Email: [claims.pln@cpa.state.tx.us](mailto:claims.pln@cpa.state.tx.us)

Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free

## 2009 TERMS AND CONDITIONS Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

### Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

### Overview, Special Conditions and Performance Standards

#### A. Overview

##### State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

##### Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

##### Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

##### Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

## B. Special Conditions

### SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA. Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR).

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;
2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

### UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>. The recipient agrees to fund any multi-state or multi-urban area Investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

### MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR).

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;
2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

#### CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website <http://www.citizen corps.gov> and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

**All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at <http://www.fema.gov/government/grant/hsgp/index.shtml>. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.**

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

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3. **Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements,** hereinafter referred to as "Exhibit C".

D. **Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to TDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved.

**TDEM Obligations**

A. **Measure of Liability.** TDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. TDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. **Sub-recipient Agreement Funds Defined and Limit of Liability.** The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by TDEM under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by TDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. **Excess Payments.** The Sub-recipient shall refund to TDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by TDEM or that TDEM determines has resulted in overpayment to the Sub-recipient that TDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to TDEM within thirty (30) days after TDEM requests such refund.

**Suspension**

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

**Termination**

A. **TDEM's Right to Terminate.** TDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever TDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. TDEM shall notify the Sub-recipient in writing prior to the thirtieth (30<sup>th</sup>) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. **Parties' Right to Terminate.** In addition to TDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

**Conflict of Interest**

The Sub-recipient shall operate in a manner to avoid any potential conflict of interest, real or apparent, and comply with the related requirements of the Uniform Grant Management Standards (UGMS).

A. **Financial Interest Prohibited.** A conflict of interest may arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the

selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

**B. Other Prohibited Interests.** In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other DHS/FEMA Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

**C. Inclusion in Subcontracts.** The Sub-recipient shall include the substance of this Section in all subcontracts.

### **Monitoring**

TDEM reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, TDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Sections above.

### **Audit**

**A. Audit of Federal and State Funds.** The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A - 133, 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141 et seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

**B. TDEM's Right to Audit.** Notwithstanding Subsection A of this Section, TDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit TDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

**C. Sub-recipient's Liability for Disallowed Costs.** The Sub-recipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

**D. Sub-recipient's Facilitation of Audit.** The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

### **Reimbursement**

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

**A. Request for Advance or Reimbursement.** The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as required by the SAA, currently referenced on the SAA web-based grants management system, and may be revised in subsequent policy updates.

**B. Request for Advance Funds and Transfer of Funds.** The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The

Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days unless extenuating circumstances can be documented.

C. **Payment Contingent.** Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

D. **Source Documentation Requirement.** Sub-recipients must provide proof of payment documentation with all reimbursement requests submitted for processing. The following is a list of acceptable proof of payment documents:

- o Copy of cancelled check
- o Screen print of General Ledger account showing funds have been encumbered
- o Credit Card Statement showing purchase of the items
- o Payroll Journal for individuals showing rate of pay and hours worked
- o Copy of invoice stamped "paid" with the date, vendor initials and check number for reference

### **National Incident Management System (NIMS) and the Incident Command System (ICS)**

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2009 must be achieved by completing required actions outlined by FEMA and TDEM.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see <http://www.fema.gov/emergency/nims/CurrentYearGuidance.shtml>

### **NIMSCAST Requirements**

To be eligible to receive FY 2009 DHS funding, local primary jurisdictions and tribes must have achieved 100% compliance with the FY 2008 NIMS compliance objectives and metrics in the NIMSCAST by January 30, 2009.

All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs.

Additional information on achieving NIMS compliance is available through the FEMA National Integration Center (NIC) Incident Management Systems Integration (IMSI) Division at <http://www.fema.gov/emergency/nims/>.

### **Other Requirements**

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by TDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2009 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 09 COG Statement of Work.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that

one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

#### Closing the Grant

- A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.
- B. TDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, TDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, TDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.
- C. TDEM/SAA will unilaterally close out this grant if sub-recipient does not reconcile account and sign closeout GAN by the 60th day after the sub-recipient performance period ends.

#### Restrictions, Disclaimers and Notices

- A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by TDEM/SAA prior to obligation or expenditure of such funds. U.S. Department of Justice Financial Guide (Part III Chapter 15) <http://www.ojp.usdoj.gov/financialguide/>
- B. In cases where local funding is established by COGs, release of funds by TDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.
- C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that TDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet TDEM's liabilities hereunder. TDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.
- D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief  
Division of Emergency Management  
State Administrative Agency  
PO Box 4087  
Austin, TX 78773-0220

#### Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all applicable Laws and Regulations. A non-exclusive list is provided below.

##### A. Administrative Requirements

- 1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
- 2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

##### B. Cost Principles

- 1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87)
- 2. 2C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
- 3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- 4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

**Retention and Accessibility of Records**

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

**Subcontracts**

A. TDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. TDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

**Legal Authority**

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

**Notice of Litigation and Claims**

The Sub-recipient shall give TDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by DHS/FEMA grant programs.

Except as otherwise directed by TDEM, the Sub-recipient shall furnish immediately to TDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

**Indemnification**

To the extent permitted by law, the Sub-recipient agrees to hold TDEM harmless and to indemnify TDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

### Changes and Amendments

- A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.
- B. Authority to Amend. During the period of this Sub-recipient agreement's performance TDEM and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by TDEM or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.
- C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant.

### Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

### Oral and Written Agreements

- A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.
- B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.
- C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee.

### Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

### Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Statute.

## EXHIBIT A

## THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 20 C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 20 C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. **CIVIL RIGHTS** - Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)  
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+141142+2957+3++%28civil%20r/>  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_07/44cfr7\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html)

B. **HANDICAP AND ARCHITECTURAL BARRIERS** - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101)

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+129132+363+0++%28Handicap%29/>  
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT>

The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. <http://www.statutes.legis.state.tx.us/?link=GV>

C. **ENVIRONMENTAL LAW AND AUTHORITIES** - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.

[http://www.access.gpo.gov/nara/cfr/waisidx\\_07/40cfr1501\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html); (44 C.F.R. 10.1)  
[http://edocket.access.gpo.gov/cfr\\_2007/octqtr/44cfr10.1.htm](http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm)

D. **LABOR STANDARDS** - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+137140+1723+1++%28%29%20%20A>;  
 The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702)

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+137140+1765+1++%28%29%20%20A>;  
 The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+117120+511+0++%28%29%20%20AN>

E. **FREEDOM OF INFORMATION ACT** - (5 U.S.C. 552); (44 C.F.R. 5.1)

[http://edocket.access.gpo.gov/cfr\\_2007/octqtr/44cfr5.1.htm](http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm);

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+105108+26+0++%28information%20>

F. **UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970** - If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); (44 C.F.R. 25.1)

<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT>

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+141142+4568+1++%28%29%20%20A>

G. **FAITH-BASED ACTIVITIES** - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) <http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf>

H. **NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS)** - Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. <http://www.fema.gov/emergency/nims>

I. **PROGRAM INCOME** - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at [http://www.access.gpo.gov/nara/cfr/waisidx\\_03/28cfr66\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr66_03.html) and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at [http://www.access.gpo.gov/nara/cfr/waisidx\\_03/28cfr70\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html). Sub- recipients must report any interest earned to TDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services  
Division of Payment Management Services  
P.O. Box 6021  
Rockville, MD 20852

J. **AUDITS** - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A - 133; 44 C.F.R. 13.26)

<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=26&TYPE=TEXT>;  
[http://www.dhs.gov/xopnbiz/grants/qc\\_1162481125903.shtml](http://www.dhs.gov/xopnbiz/grants/qc_1162481125903.shtml)

K. **GRANT ADMINISTRATION** - The Sub-recipient will also comply with Texas Government Code, Chapter 783, <http://www.statutes.legis.state.tx.us/?link=GV>, and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?st=1&app=9&p\\_dir=N&p\\_rloc=111847&p\\_lloc=&p\\_ploc=1&pg=26.p\\_tac=3ti=1&pt=1&ch=5&rl=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?st=1&app=9&p_dir=N&p_rloc=111847&p_lloc=&p_ploc=1&pg=26.p_tac=3ti=1&pt=1&ch=5&rl=141)

Sub-recipients must also comply with 44, C.F.R., Part 13,

[http://www.access.gpo.gov/nara/cfr/waisidx\\_07/44cfr13\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html),

with 2C.F.R. Part 215 [http://www.access.gpo.gov/nara/cfr/waisidx\\_08/2cfrv1\\_08.html#215](http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215), 2C.F.R. Part 225, Part 220 and Part 230.

L. **PROPERTY ADMINISTRATION** - TAC Title 1, Part 5, Chapter 116,

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=3&ti=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5)

M. **PUBLICATIONS** - 44 C.F.R., Section 13.34

<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT>

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B  
CERTIFICATIONS

I, \_\_\_\_\_ (print) as the authorized official of \_\_\_\_\_ hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000a et seq.); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794); Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et. seq.); The Age Discrimination Act of 1975, as amended, (20 U.S.C. § 6101 et. seq.).

C. As specified by TDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510, (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to [www.epls.gov](http://www.epls.gov) and the State Debarred Vendor List [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/)
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certifies that it will not 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 FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

FY 2009 HSGP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

31

EXHIBIT C

**CERTIFICATION REGARDING LOBBYING FOR  
SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned \_\_\_\_\_ (print), as the authorized official of \_\_\_\_\_ certifies the following to the best of his/her knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned 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 Sub-recipient agreement, 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 Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall 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 Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that 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 31 U.S.C § 1352. 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 \_\_\_\_\_

32

14 ✓

### Travis County Commissioners Court Agenda Request

Voting Session October 27, 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 \$819,076.31, for the period of October 9, 2009 to October 15, 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)

RECEIVED  
COUNTY JUDGES OFFICE  
09 OCT 21 AM 10:44

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: October 27, 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: October 9, 2009 to October 15, 2009

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$819,076.31

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 \$819,076.31.

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  
OCTOBER 9, 2009 TO OCTOBER 15, 2009

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.
- Page 2. Chart of Weekly Reimbursements Compared to Budget
- Page 3. Paid Claims Compared to Budgeted Claims
- Page 4. Notification of amount of request from United Health Care (UHC).
- Page 5. Last page of the UHC Check Register for the Week.
- Page 6. List of payments deemed not reimbursable.
- Page 7. Journal Entry for the reimbursement.

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: October 27, 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: October 9, 2009  
 TO: October 15, 2009

**REIMBURSEMENT REQUESTED: \$ 819,076.31**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	1,326,059.93
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: October 20, 2009	\$	(506,983.79)
Adjust to balance per UHC	\$	-
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$	819,076.31
PAYMENTS DEEMED NOT REIMBURSABLE	\$	-
TRANSFER OF FUNDS REQUESTED:	\$	819,076.31

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 \$66,527.80) 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 (\$117,688.63) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$12,181.34.

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.

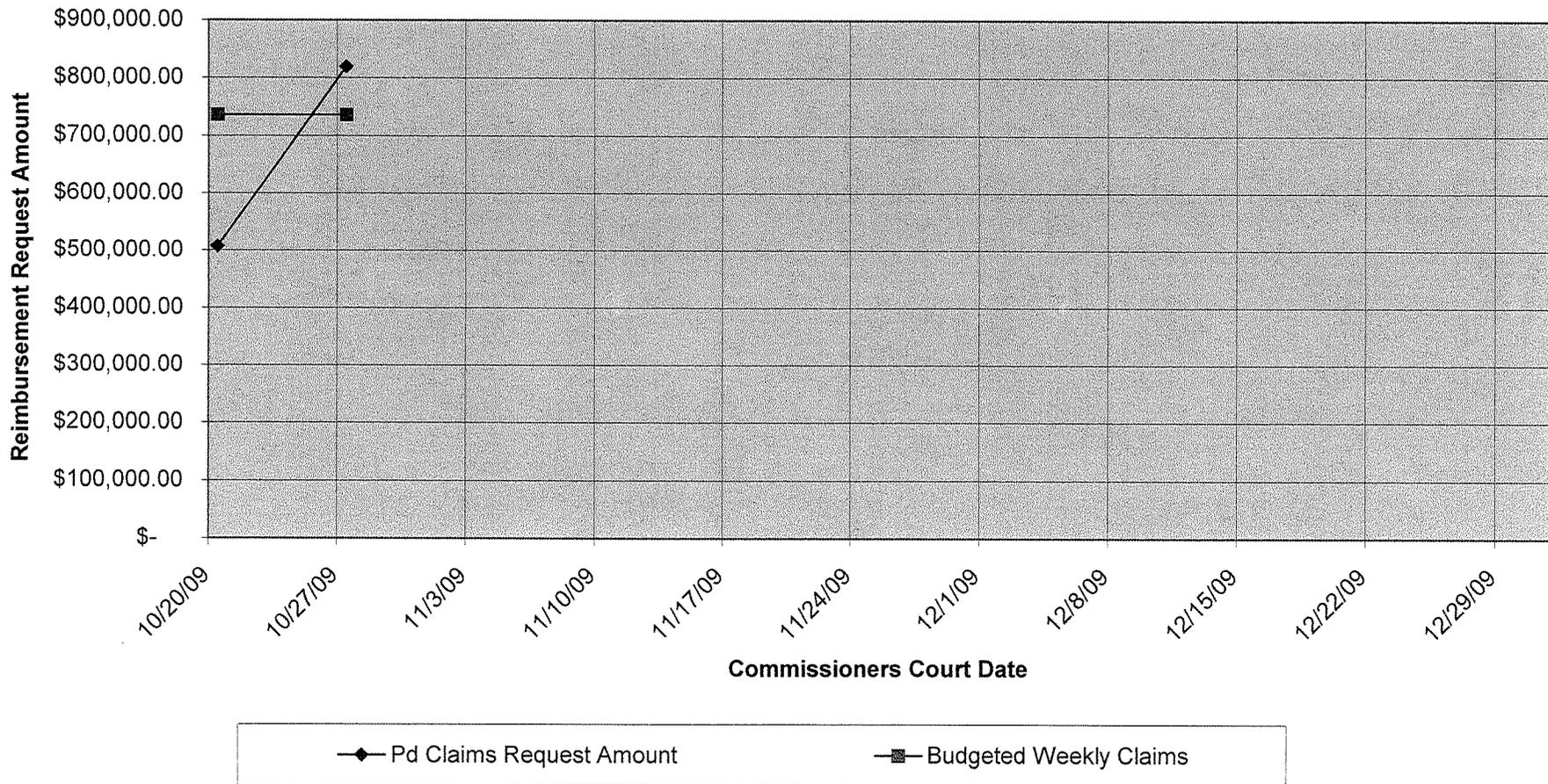
*Dan Mansour*      10-19-09  
 Dan Mansour, Risk Manager      Date

*Cindy Purinton*  
 Cindy Purinton, Benefit Contract Administrator      Date

*Norman McRee*      10/19/09  
 Norman McRee, Financial Analyst      Date

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

### TRAVIS COUNTY BENEFIT PLAN FY10 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$734,980.88



2

**TRAVIS COUNTY EMPLOYEE BENEFIT PLAN  
FY10 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT**

<b>Period</b>	<b>Voting Session Date</b>	<b>Pd Claims Request Amount</b>	<b>Budgeted Weekly Claims</b>	<b># of Large Claims</b>	<b>Total of Large Claims</b>
10/2/09-10/08/09	10/20/2009	\$ 506,983.79	\$ 734,980.88	2	\$ 84,160.90
10/9/09-10/15/09	10/27/2009	\$ 819,076.31	\$ 734,980.88	2	\$ 66,527.80
	<b>Paid and Budgeted Claims - to date</b>	<b>\$ 1,326,060.10</b>	<b>\$ 2,145,136.41</b>		
	<b>Amount Under Budget</b>		<b>\$ (227,997.09)</b>		
	Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.				

TO: NORMAN MCREE  
FAX NUMBER: (512) 854-3128  
PHONE: (512) 854-3828

FROM: UNITEDHEALTH GROUP  
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2009-10-16 REQUEST AMOUNT: \$1,326,059.93

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: 2009-10-15	\$668,935.14
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,269,782.86
+ CURRENT DAY NET CHARGE:	\$56,277.07
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,326,059.93

ACTIVITY FOR WORK DAY: 2009-10-12

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$435,390.47	\$00.00	\$435,390.47
TOTAL:	\$435,390.47	\$00.00	\$435,390.47

ACTIVITY FOR WORK DAY: 2009-10-13

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$296,980.92	\$00.00	\$296,980.92

## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009\_10\_15

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	-149.48	UX	9962251	AA		7 4/27/2009	50	10/14/2009	10/15/2009
701254	632	-157.08	NN	1676372	AE		6 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-166.11	NN	983133	AH		8 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-171.48	NN	1958801	AH		1 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-178.9	NN	1320226	AA		1 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-179.4	NN	1418559	AH		1 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-181.99	NN	1303588	AA		1 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-182.03	NN	1015286	AA		1 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-191.73	NN	1015282	AA		1 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-219.88	NN	1160088	A		46 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-225.73	NN	1597004	AA		7 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-300.84	NN	1800682	AH		5 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-345.64	NN	1049645	AI		3 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-356.88	NN	1717749	A		11 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-459.25	NN	1643717	AH		6 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-492.6	NN	1105865	AH		8 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-641.15	NN	1626919	A		48 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-641.15	NN	1510561	AA		7 10/15/2009	200	10/13/2009	10/15/2009
701254	632	-865.75	NN	1384218	AH		6 10/15/2009	200	10/13/2009	10/15/2009

5  
819,076.31

# ***Travis County Hospital and Insurance Fund - County Employees UHC Payments Deemed Not Reimbursable***

For the payment week ending: 10/15/2009

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
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**Total:** \$0.00

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

## Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 10/15/2009

<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b>CEPO</b>		
	EE	
	526-1145-522.45-28	125,261.14
	RR	
	526-1145-522.45-29	43,006.20
Total CEPO		\$168,267.34
<b>EPO</b>		
	EE	
	526-1145-522.45-20	184,705.52
	RR	
	526-1145-522.45-21	31,604.64
Total EPO		\$216,310.16
<b>PPO</b>		
	EE	
	526-1145-522.45-25	381,808.84
	RR	
	526-1145-522.45-26	52,689.97
Total PPO		\$434,498.81
Grand Total		\$819,076.31

# **15**

### Travis County Commissioners Court Agenda Request

Voting Session 10/27/09  
(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

## October 27, 2009

ITEM # :

**DATE:** October 16, 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

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 6.**

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>Constable 2</b>	48	Court Clerk I*	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26	
<b>Constable 3</b>	3	Deputy Constable**	61 / Step 5 / \$46,773.38	61 / Step 5 / \$46,773.38	
<b>Constable 3</b>	36	Deputy Constable	61 / Step 5 / \$46,773.38	61 / Step 5 / \$46,773.38	
<b>County Atty</b>	109	Victim Counselor Sr	16 / Level 4 / \$40,456.00	16 / Level 4 / \$40,456.00	
<b>ITS</b>	15	Information Technology Dir	31 / \$118,000.00	31 / \$118,000.00	
<b>Juvenile Probation</b>	613	Juvenile Res Trt Ofcr I**	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00	
<b>Sheriff</b>	1808	Security Coord	12 / Level 6 / \$32,531.20	12 / Level 6 / \$32,531.20	
<b>Sheriff</b>	1809	Security Coord	12 / Midpoint / \$33,777.95	12 / Midpoint / \$33,777.95	
* Temporary to Regular			** Actual vs Authorized		

<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>County Atty</b>	20017	Office Asst	8 / \$10.10	8 / \$10.10	02
<b>County Clerk</b>	20291	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
<b>County Clerk</b>	20522	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
<b>County Clerk</b>	20531	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
<b>Juvenile Probation</b>	50189	Juvenile Res Trt Ofcr Asst	11 / \$12.39	11 / \$12.39	05
<b>Probate Court</b>	20019	Law Clerk I	14 / \$17.37	14 / \$17.37	02
<b>TCCES</b>	50008	Counselor	15 / \$16.23	15 / \$16.23	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

<b>TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Salary</b>	<b>Comments</b>
<b>County Clerk</b>	Slot 20440 / Elec Clk – Operations Clk IV / Grd 14 / \$16.00	<b>County Clerk</b>	Slot 20540 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Sheriff</b>	241	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	448	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	546	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1179	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1556	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1736	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<b>CAREER LADDERS – NON-POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>District Atty</b>	45	Attorney II* / Grd 22	Attorney III* / Grd 24	\$57,849.39	\$62,086.34	Career Ladder. Pay is between min and midpoint of pay grade.
<b>TCCES</b>	42	Chem Dependency Counselor* / Grd 15	Chem Dependency Counselor Sr / Grd 16	\$37,899.06	\$39,794.01	Career Ladder. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>						

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Constable 2</b>	Slot 30 / Deputy Constable Sr / Grd 62 / \$59,507.97	<b>Constable 2</b>	Slot 50 / Deputy Constable Sr / Grd 62 / \$59,507.97	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Constable 4</b>	Slot 22 / Office Manager Sr / Grd 21 / \$52,970.61	<b>Constable 4</b>	Slot 22 / Office Manager Sr / Grd 21 / \$55,970.61	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Constable 5</b>	Slot 15 / Deputy Constable* / Grd 61 / \$44,075.20	<b>Constable 1</b>	Slot 23 / Deputy Constable / Grd 61 / \$44,075.20	POPS lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
<b>District Atty</b>	Slot 89 / Accountant / Grd 16 / \$41,869.28	<b>District Atty</b>	Slot 91 / Accountant / Grd 16 / \$41,869.28	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>District Clerk</b>	Slot 60001 / Court Clerk I / Grd 13 / \$29,501.26	<b>District Clerk</b>	Slot 135 / Court Clerk I / Grd 13 / \$29,501.26	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Juvenile Probation</b>	Slot 495 / Juvenile Probation Ofcr Asst / Grd 12 / \$28,392.00	<b>Juvenile Probation</b>	Slot 324 / Juvenile Probation Ofcr I* / Grd 14 / \$31,556.51	Promotion. Pay is at minimum of pay grade.
<b>* Actual vs Authorized</b>				

THIS SECTION LEFT BLANK INTENTIONALLY.

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Sheriff</b>	Slot 5 / Captain Law Enforcement / Grd 28 / \$106,990.58	<b>Sheriff</b>	Slot 5 / Captain Law Enforcement / Grd 28 / \$109,183.71	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>Sheriff</b>	Slot 6 / Captain Corrections / Grd 28 / \$106,990.22	<b>Sheriff</b>	Slot 1807 / Captain Corrections / Grd 28 / \$106,990.22	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 18 / Lieutenant Certf Peace Ofcr / Grd 89 / \$98,006.06	<b>Sheriff</b>	Slot 1287 / Captain Corrections / Grd 28 / \$104,866.48	Promotion. Transition from Peace Officer Pay Scale to Classified Pay Scale. Pay is between min and midpoint of pay grade.
<b>Sheriff</b>	Slot 25 / Captain Law Enforcement / Grd 28 / \$106,990.58	<b>Sheriff</b>	Slot 25 / Captain Law Enforcement / Grd 28 / \$109,183.71	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>Sheriff</b>	Slot 26 / Lieutenant Corrections / Grd 89 / \$98,006.06	<b>Sheriff</b>	Slot 6 / Captain Corrections / Grd 28 / \$104,866.48	Promotion. Transition from Peace Officer Pay Scale to Classified Pay Scale. Pay is between min and midpoint of pay grade.
<b>Sheriff</b>	Slot 36 / Major / Grd 30 / \$111,990.21	<b>Sheriff</b>	Slot 36 / Major / Grd 30 / \$115,970.92	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Sheriff</b>	Slot 77 / Sergeant Certified Peace Ofcr / Grd 88 / \$80,118.06	<b>Sheriff</b>	Slot 282 / Lieutenant Certf Peace Ofcr / Grd 89 / \$91,416.00	Promotion. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	Slot 282 / Lieutenant Certf Peace Ofcr / Grd 89 / \$98,006.06	<b>Sheriff</b>	Slot 1812 / Lieutenant Corrections / Grd 89 / \$98,006.06	POPS lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 1287 / Captain Corrections / Grd 28 / \$106,990.22	<b>Sheriff</b>	Slot 7 / Captain Corrections / Grd 28 / \$106,990.22	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.

\* Actual vs Authorized

<b>AD HOC CLASSIFICATION CHANGES</b>							
		<b>Current</b>			<b>HRMD Recommends</b>		
<b>Dept.</b>	<b>Slot #</b>	<b>Auth Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>	<b>Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>
<b>County Atty</b>	178	Attorney VII / 29038	E	29	County / District Attorney Div Dir / 31175	E	31
<b>Tax Collector</b>	109	Tax Specialist II / 14801	NE	14	Volunteer Coord / 15589	NE	15
Departments request in order to meet departmental needs. PBO has confirmed funding available.							

**BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.**

\_\_\_\_\_  
**Samuel T. Biscoe, County Judge**

\_\_\_\_\_  
**Ron Davis, Commissioner, Pct. 1**

\_\_\_\_\_  
**Sarah Eckhardt, Commissioner, Pct. 2**

\_\_\_\_\_  
**Karen L. Huber, Commissioner, Pct. 3**

\_\_\_\_\_  
**Margaret Gomez, Commissioner, Pct. 4**

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

16 ✓

Voting Session: Tuesday, Oct. 27, 2009

*S. Broberg*

*Byrd*

I. A. Request made by: Steven Broberg, RMCR Director, 854-9575  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: APPROVE THE RETURN OF THE 1947 COMPOSITE  
PORTRAIT OF THE AUSTIN BAR ASSOCIATION TO THAT  
ORGANIZATION

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:  
Amalia Rodriguez-Mendoza, District Clerk, 854-9457  
Debra Hale, Criminal Courts Administration Director,  
854-9244  
Peg Liedtke, Civil Courts Administration Director,  
854-2484

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)  
\_\_\_\_ Additional funding for any department or for any purpose  
\_\_\_\_ Transfer of existing funds within or between any line item  
\_\_\_\_ Grant

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

Purchasing Office (854-9700)  
\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)  
\_\_\_\_ Contract, Agreement, Policy & Procedure

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09 OCT 19 PM 1:14



**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

TO: COMMISSIONERS COURT

FROM:  STEVEN BROBERG, RMCR DIRECTOR

DATE: MONDAY, OCTOBER 19, 2009

RE: AGENDA ITEM – 1947 AUSTIN BAR ASSOCIATION PORTRAIT

Proposed Motion: Approve the return of the 1947 composite portrait of the Austin Bar Association to that organization.

Summary and Staff Recommendation: A framed composite portrait of the membership of the 1947 Austin Bar Association was displayed in the offices of the Travis County District Clerk in the 1970's and 1980's. It was then displayed through the 1990's in the 200th District Courtroom by Judge Paul Davis, until the end of his term in 2004. It has not been on display since that time, except during Travis County History Day in 2008. Bar association representatives who saw it then have offered to repair and reframe it, then permanently display it in the newly remodeled Bar Association offices.

The District Court Judges and the Travis County District Clerk have been consulted and agree that returning the composite portrait to the Austin Bar Association is the most appropriate action.

Background: The original provenance of the composite portrait display is unclear. We believe it was probably made by the Austin Bar Association many years ago and loaned or donated to Travis County for display in the Courthouse. Approval of the staff recommendation transfers custody of the artifact to the most suitable entity available, which will restore, maintain and display it at no cost to the taxpayers.

Fiscal Impact: None.

Required Authorizations: None.

Exhibit 1: Photo of composite portrait



# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

18  
*Roger A. El Khoury*

Voting Session: October 27, 2009

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone # 854-4579  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON APPROVAL TO ISSUE A PRESS RELEASE ANNOUNCING TRAVIS COUNTY ACCEPTANCE OF THE AWARD OF THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANTS – FORUMULA GRANT (DE-EE0000895) IN THE AMOUNT OF \$2,207,900 FOR ENERGY EFFICIENCY IMPROVEMENTS TO THE EXECUTIVE OFFICE BUILDING HVAC SYSTEM.

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:

Deece Eckstein, Coordinator, Intergovernmental Relations (854-9754)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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# Travis County Commissioners Court

SAMUEL T. BISCOE  
County Judge

RON DAVIS  
Commissioner, Pct. 1



SARA ECKHARDT  
Commissioner, Pct. 2

KAREN L. HUBER  
Commissioner, Pct. 3

MARGARET J. GÓMEZ  
Commissioner, Pct. 4

Travis County Administration Building, 314 W. 11th, Commissioners Courtroom, 1st Floor, Austin, TX 78701

## FOR IMMEDIATE RELEASE

**Date: September 1, 2009**

**Contact: Travis County Facilities Management (512) 854-9661, FAX 854-9226**

## Travis County awarded \$2,207,900 to support energy efficiency and conservation activities

Travis County, Texas has been awarded \$2,207,900 through The American Recovery and Reinvestment Act to support the county's energy efficiency and conservation activities. The U.S. Department of Energy's Efficiency and Conservation Block Grant (EECBG) Program was funded for the first time by the Recovery Act. It is providing \$3.2 billion in total funding for the EECBG Program to more than 2,300 cities, counties, states, and Indian tribes nationwide to help them improve their energy efficiency, reduce their energy use and fossil fuel emissions, and create green jobs locally.

The National Association of Counties (NACo) strongly supports EECBG and is urging the administration and Congress to fund the program beyond the Recovery Act through the regular annual budget appropriations process.

This grant award will allow for Energy Efficiency Retrofit of the County's Executive Office Building. The project will replace the approximately 40 year old HVAC heating and cooling system that is antiquated and extremely inefficient. The redesigned HVAC systems are anticipated to result in a minimum of 5% energy savings each year after completion of the project.

The Energy Efficiency and Conservation Block Grant Program, through the American Recovery and Reinvestment Act, is an important and historic step in restoring the partnership between the federal government and the nation's counties.

"Counties have been actively engaged for many years in promoting energy efficiency and green government practices in their communities," said NACo President Valerie Brown, supervisor, Sonoma County, Calif. "With the money received through the energy block grant program, counties can now go a step further with their energy goals and help their local economies thrive. It's a win-win-win by creating new jobs, putting dollar savings back into the community, and reducing greenhouse gas emissions."

The Travis County EECBG grant is anticipated to result in energy savings of at least 55,440 kWh per year, and reduction of 3,616,000 of CO2 equivalents, while creating approximately 38 jobs.

U.S. Energy Secretary Steven Chu said, “With these grants, communities across the country will be able to make major investments in energy solutions that will strengthen America's economy and create jobs at the local level.”

For more information about EECBG visit [www.eecbg.energy.gov](http://www.eecbg.energy.gov).

# 21

**Travis County Commissioners Court Agenda Request**

Voting Session: October 27, 2009  
(Date)

Work Session:  
(Date)

I. A. Request made by: Vicki Kennedy for Rosemary Johnson Phone #: 854-9522  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE DISTRICT ATTORNEY'S FISCAL YEAR 2009 ASSET FORFEITURE REPORT AS REQUIRED BY CHAPTER 59.06 OF THE CODE OF CRIMINAL PROCEDURE.

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

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

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

James Connolly, Assistant County Attorney (854-9415)  
David Jungerman, Auditor's Office (854-9125)  
Mack Kreps, Auditor's Office (854-9125)

III. Required Authorizations: Please check if applicable:

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

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## Rosemary Lehmburg ★ Travis County District Attorney

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

### MEMORANDUM

**TO:** Travis County Judge and Commissioners

**FROM:** Vicki Skinner, District Attorney's Office *Vicki Skinner for Rosemary Lehmburg*

**DATE:** October 15, 2009

**SUBJECT:** Chapter 59 Asset Forfeiture Report by Attorney Representing the State

The District Attorney's Office is requesting approval of the FY09 Chapter 59 Asset Forfeiture Report.

Chapter 59.06 of the Code of Criminal Procedure requires all law enforcement agencies and attorneys representing the state who receive proceeds or property under this chapter to account for the seizure, forfeiture, receipt and specific expenditure of all such proceeds and property in an audit. The audit is to be performed annually by the Commissioners Court or governing body of a municipality, as appropriate and is completed on a form provided by the Office of the Attorney General. The attached report was audited by the Travis County Auditor's Office.

cc: Jim Connolly, Assistant County Attorney  
David Jungerman, Auditor's Office  
Mack Kreps, Auditor's Office

**FY 2009 Chapter 59 Asset Forfeiture Report  
by Attorney Representing the State**

Agency Name: Travis County District Attorney Reporting Period: 9/1/08 - 08/31/09  
 (example: 9/1/08 - 08/31/09)

Agency Mailing Address: P.O. Box 1748  
Austin, TX 78767

County: Travis (if multi-county district, list all counties within jurisdiction)

Phone number: 512-854-9400

NOTE: PLEASE ROUND ALL DOLLAR AMOUNTS TO NEAREST WHOLE DOLLAR

I. Beginning Balance

- A) Forfeited Funds ..... \$ 530,505  
**Instructions:** Include total amount of funds that have been forfeited to your agency and are on hand (in your agency's possession) at beginning of reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.
- B) Seized Funds ..... \$ 1,482,037  
**Instructions:** Include total amount of seized funds on hand (in your agency's account or in your agency's possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency's seizure account to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., a police department's account.

II. Seizures, Petitions for Forfeiture, and Forfeiture Receipts during Reporting Period

- A) Currency and Negotiable Instruments
  - 1) Amount Seized by Employees of Your Agency ..... \$ 0  
**Instructions:** Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.
  - 2) Forfeiture Petitions Filed for all Agencies You Represent ..... \$ 556,586  
**Instructions:** Enter the total amount of seized funds subject to a forfeiture petition filed during the reporting period. Do not include amounts seized if petition has not been filed.
  - 3) Amount Forfeited for all Agencies You Represent ..... \$ 494,125  
**Instructions:** Enter the total amount forfeited by all forfeiture judgements, including amounts forfeited to other agencies. Do not include judgments that are not yet final due to appeal or motion for new trial. Include interest that was forfeited as part of the judgment.
  - 4) Amount Forfeited to and Received by Your Agency (Including Interest) ..... \$ 114,865  
**Instructions:** Do not include amounts forfeited but not yet received by your agency. Do not include amounts awarded to other agencies. Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.
  - 5) Amount Returned to Defendants ..... \$ 220,116  
**Instructions:** Enter the total amount returned to Defendants.
  - 6) Forfeitures Pending for all Agencies You Represent ..... \$ 1,551,807  
**Instructions:** Enter the total amount of seized funds at the end of the reporting period where a forfeiture petition has been filed but no final judgment has been entered. Include amounts subject to petitions filed in prior reporting periods. (This should be a currency amount, for example \$1,000)

B) Other Property

**Instructions:** List the number of cases filed, pending, or disposed for the following categories. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency. If property is sold list under "Proceed Received by Your Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received. (These should be a number, for example 1, 2, 3 etc., not a currency amount).

Please Note: these should be a number, not a currency amount. For example: 4 pending, 3 seized, 12 new petitions, etc....	MOTOR VEHICLES (cars, motorcycles, tractor trailers, etc.)	REAL PROPERTY (houses, land, etc.)	COMPUTERS (include computer and attached system components, such as printers and monitors as one item)	FIREARMS (include only firearms seized for forfeiture under Chpt. 59. Do not include weapons disposed of under Chpt. 18)	OTHER
Pending for all agencies at beginning of reporting period:					
Seized by your agency during reporting period:					
New petitions filed for all agencies during reporting period:					
Forfeited to your agency during reporting period:					
Put into service by your agency during reporting period:					
Pending for all agencies at end of reporting period:					

C) Proceeds Received by Your Agency From Sale of Above-Listed Property ..... \$ \_\_\_\_\_  
**Instructions:** Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

III. Forfeited Property and Proceeds Received from Another Agency  
**Instructions:** Enter the total dollar amount (for proceeds) or total number of items (for property & other) received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to it being transferred to your agency.

Proceeds - (should be a dollar amount) ..... \$ \_\_\_\_\_  
 Vehicles - (should be a number, not a dollar amount) ..... \$ \_\_\_\_\_  
 Other - (should be a number, not a dollar amount) ..... \$ \_\_\_\_\_

IV. Interest Earned on Forfeited Funds During Reporting Period ..... \$ 2,411  
**Instructions:** Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency.

V. Interest Earned on Seized Funds During Reporting Period ..... \$ 7,309  
Instructions: Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.

VI. Expenditures  
Instructions: List the total amount expended for each of the following categories. This category is ONLY for Chapter 59 expenditures -not for expenditures made pursuant to your general budget. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other Category.

Salaries .....	\$ <u>58,034</u>	
Overtime .....	\$ <u>0</u>	
Equipment (includes vehicles, computers, software, maintenance costs, etc.) .....	\$ <u>7,718</u>	
Supplies (includes cellular air time, miscellaneous commodities etc.) .....	\$ <u>928</u>	
Travel .....	\$ <u>(6,595)</u>	
Training .....	\$ <u>1,500</u>	
Paid to or shared with cooperating agency .....	\$ <u>0</u>	
Confidential Informant Payments .....	\$ <u>0</u>	
Prevention / Treatment Programs .....	\$ <u>0</u>	
Facility Costs (building purchase, lease payments, remodeling, maintenance fees, etc.) .....	\$ <u>0</u>	
Miscellaneous Fees (account service charge, insurance, audit fees, witness fees, etc.) .....	\$ <u>0</u>	
Other (attach additional sheets if necessary) (Other total)	\$ <u>45,324</u>	
Description: <u>Court related expenditures</u> \$ <u>585</u>		
Description: <u>Other Purchased Services</u> \$ <u>24,526</u>		
Description: <u>Investigations</u> \$ <u>1,500</u>		
Description: <u>Repairs &amp; Mtc</u> \$ <u>0</u>		
Description: <u>Transfers to Gen Fund per Article 59.06 Code of Criminal Procedures</u> \$ <u>18,713</u>		
<b>TOTAL EXPENDITURES.....</b>		\$ <u>106,909</u>

COUNTY JUDGE OR DESIGNEE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**RETURN COMPLETED FORM TO:** Office of the Attorney General  
Criminal Prosecutions Division  
P.O. Box 12548  
Austin, TX 78711-2548  
Attn: Kent Richardson  
(512)936-1348  
FAX (512)494-8283  
E-mail: [kent.richardson@oag.state.tx.us](mailto:kent.richardson@oag.state.tx.us)

[renee.gray@oag.state.tx.us](mailto:renee.gray@oag.state.tx.us)

22

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Please consider the following item for: 10-27-2009

Review and approve a contract renewal with the Office of the Attorney General and the Travis County Domestic Relations Office for Child Support Community Supervision services effective 09/01/09 through 08/31/10 with three one year, automatic renewals.

I. A. Request made by: Travis County Juvenile Probation Department

Estela P. Medina, Chief Juvenile Probation Officer  
Cecelia Burke, Domestic Relations Office Director

Approved by:

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

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

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

III. Required Authorizations: Please check if applicable:

**Planning and Budget Office (473-9106)**

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

**Human Resources Department (473-9165)**

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

**Purchasing Office (473-9700)**

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

**County Attorney's Office (473-9415)**

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

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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 Karen Huber, Commissioner, Precinct 3  
 The Honorable Margaret J. Gomez, Commissioner, Precinct 4

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

**SUBJECT:** Approval of a contract between the Office of the Attorney General (OAG) and Travis County for Community Supervision Services through the Domestic Relations Office

**DATE:** October 16, 2009

Travis County Juvenile Probation Department respectfully requests that the attached contract renewing the existing Community Supervision Contract be placed before Commissioners Court for review and approval. Through this contract, the Domestic Relations Office supervises all OAG child support probationers in Travis County and is partially reimbursed for the costs of providing these services. The department is interested in continuing our partnership with the Office of the Attorney General which has generated \$716,859 in additional revenue for the County since its inception in FY 2005. This Agreement would renew the Contract with the Office of the Attorney General from September 1, 2009 through August 31, 2010.

The Domestic Relations Office has been supervising OAG child support probationers since 2005 and currently supervises 1,002 probationers. The average monthly collection rate on these cases in FY 09 was 71%.

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



**State of Texas  
CONTRACT FOR SERVICES**

**Contract Number: 10-C0028**

**1. INTRODUCTION**

1.1. This Contract is entered into, by and between the Office of the Attorney General (“OAG”) and Travis County (“County”).

1.2. This Contract is authorized by Section 231.002 of the Texas Family Code.

1.3. The OAG and the County have entered into this Contract to provide the OAG with Community Supervision services on Title IV-D cases for the purpose of enforcement of child support and medical support orders, a Title IV-D function.

1.4. Definitions

1.4.1. Respondent. Non custodial persons in active IV-D full service cases who have been ordered by the Court to participate in the County Community Supervision program.

1.4.2. OAG Computer System. The Texas Child Support Enforcement System (TXCSES), a federally certified case management system for the IV-D program.

1.4.3. Allowable Cost. 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 (45 U.S.C. §§ 651 *et seq.*) and the 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.

1.4.4. Case Status.

1.4.4.1. Reporting. Respondent has reported to the Community Supervision office according to the terms set forth in the order requiring Community Supervision.

1.4.4.2. Paying. Respondent has made a payment towards the court ordered monthly child support and/or medical support obligation.

1.4.5. Violation Report. The notification from the County to the OAG requesting revocation of Community Supervision for a specific Respondent and OAG child support case. Said notification shall specifically state each violation of the terms and conditions of Community Supervision.

1.4.6. Acceptable Activities. Specific activities performed by the County in an effort to collect child support and/or medical support for active cases in the Community Supervision caseload. Only activities deemed acceptable by the OAG will be considered for payment, as set forth in the Reimbursement Section below.

1.4.6.1. Intake Activities. The initial meeting with the Respondent following the rendition of the order requiring Community Supervision, including creation of the case file and establishment of reporting duties and expectations for the Respondent.

1.4.6.2. Respondent Report. All regularly scheduled and required reports from the Respondent according to the terms set forth in the order requiring Community Supervision, or in a manner deemed appropriate by the County Community Supervision Office.

1.4.6.3. Phone calls. Phone calls to or from the Respondent, and/or other individuals as appropriate, in an effort to collect court ordered child support and/or medical support.

1.4.6.4. Correspondence. Correspondence sent to the Respondent, and/or other individuals as appropriate, in an effort to collect court ordered child support and/or medical support.

1.4.6.5. Field Visits. Visits to the Respondent's home, place of business, or other location as deemed appropriate by the County Community Supervision Office, in an effort to collect court ordered child support and/or medical support.

1.4.6.6. Referral to other programs. Referral to other programs as deemed appropriate by the County Community Supervision Office designed to ensure the Respondent achieves and maintains a paying case status.

1.4.6.7. Violation Reports. Notification from the County Community Supervision Office to the appropriate OAG field office that the Respondent has not complied with the terms and conditions of the court ordered Community Supervision. Said notification may be in the form of an Affidavit, email, spreadsheet, or other forms as mutually agreed upon by the County and the OAG Regional Administrator and/or the OAG Senior Regional Attorney.

1.4.6.7.1. If no response has been received from the OAG regarding the initial Violation Report within ninety (90) days from the date of the first submittal, a second Violation Report may be submitted. The Second Violation Report shall be updated with all relevant information, shall be clearly identified as a Second Violation Report, and shall be forwarded to the OAG Senior Regional Attorney.

1.4.6.7.2. If no response has been received from the OAG regarding the Second Violation report with forty-five (45) days from the date of the second submittal, a third Violation Report may be submitted. The Third Violation Report shall be updated with all relevant information, shall be clearly identified as a Third Violation Report, and shall be forwarded via email or facsimile to:

Mara Friesen (or her successor in office)  
Assistant Deputy Director for Field Legal Practice  
Facsimile #: (512) 460-6733  
Email Address: [Mara.Friesen@cs.oag.state.tx.us](mailto:Mara.Friesen@cs.oag.state.tx.us)

1.4.6.8. Affidavit Preparation. Preparation of or review and signing of an affidavit requested by an OAG field office for a Motion to Revoke.

1.4.6.9. Court Activities. Preparation of case brief for revocation hearings and court appearances to testify or confer with the OAG, the Respondent, or the Court.

1.4.6.10. Locate Activities. Efforts by the County Community Supervision Office to locate a Respondent.

1.4.6.11. Classes. Any class or orientation meeting designed to enhance the collection of child support which the County Community Supervision Office requires a Respondent to attend.

1.4.6.12. Jail Review. Review by the County Community Supervision Office to determine a Respondent's incarceration release date.

1.4.6.13. Court Report. A written report filed with the court which advises the court that community supervision has been: (1) discharged because child support arrears have been paid in full, (2) terminated because the probationer is deceased, (3) terminated pursuant to the court's order, or (4) closed at the Office of the Attorney General's request.

1.4.6.14. Warrant/Capias Assistance. Assistance with the arrest of a Respondent in the community supervision office who has a warrant or capias pending due to a revocation request.

1.4.7. Active Caseload. All cases referred to the County for Community Supervision services, provided that the case is classified as "active full service" in the OAG computer system and that the case cannot be classified as Inactive pursuant to the Inactive Caseload Section below.

1.4.7.1. Maximum Active Caseload. The County shall maintain a maximum Active Caseload of no more than five hundred (500) Active Cases per month per full time employee whose job is in whole or in part assigned to specific County Community Supervision Office tasks. If the County exceeds the maximum allowable Active Caseload, the OAG will notify the OAG Regional Administrator and the OAG Senior Field Attorney to cease Community Supervision referrals until such time as the monthly Active Caseload falls below the maximum allowable Active Caseload.

1.4.8. Inactive Caseload.

1.4.8.1. All cases that are classified as "closed full service" cases and/or "registry only" cases in the OAG computer system.

1.4.8.2. All cases that are classified as "deferred full service" cases in the OAG computer system because the Respondent is incarcerated. Cases shall be included in the "Active" caseload in the month following the month the OAG computer system deferral is removed.

1.4.8.3. All cases in which the terms and conditions of Community Supervision, as set forth in the court order requiring Community Supervision, have been satisfied and supervision is no longer required by court order.

1.4.8.4. All cases in which a motion to revoke Respondent's Community Supervision has been filed. Cases shall be included in the "Active" caseload in the month following the month the Respondent's Community Supervision has been reinstated or the filing has been dismissed.

1.4.8.5. All cases in which the Respondent's Community Supervision has been revoked.

1.4.8.6. All cases in which the Respondent is deceased.

1.4.8.7. All cases in which the Respondent no longer resides in the State of Texas and has failed to make a payment for three consecutive months.

1.4.8.8. All cases in which the Court of Continuing Exclusive Jurisdiction has been transferred out of the County and the Respondent has failed to make a payment for three consecutive months or a new order has been rendered by the new Court of Continuing Exclusive Jurisdiction.

1.4.8.9. The County no longer has an obligation to provide monitoring and enforcement services as set forth in the County Obligations Section for cases classified as "Inactive".

1.5. Contract Provision Construction. This contract is the joint work product of the parties and in the event of any ambiguities no inferences shall be drawn for or against either party. The language used in this contract is deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party, regardless of the actual author of the contract.

## 2. **CONTRACT TERM**

2.1. The Contract becomes effective on September 1, 2009 and ends on August 31, 2010 (the "initial term"). The contract shall be automatically renewed for three (3) one (1) year terms with the first one (1) year renewal term beginning on September 1, 2010, unless one party notifies the other in writing of its intention to not renew this Contract. Such renewal shall be subject to all specifications and terms and conditions of this Contract, with the sole and limited exception that the original date of termination may be extended pursuant to this provision. The parties agree to be bound, for the initial term of the Contract and for any and all renewal terms which the OAG may elect to exercise, by the terms of this Agreement, including the County performance of the within described services at the rates specified herein.

2.2. Notice of Intent Concerning Non-Renewal and/or Renegotiation. In the event a party determines not to renew this Contract, said party shall notify the other party not later than June 1 concerning its intention to not renew the contract for the following year. No later than June 1, 2013, each party shall serve written notice to the other party concerning its intention to enter into or not enter into negotiations for a new Contract to take effect upon the expiration of this Contract.

## 3. **REQUIREMENTS**

3.1. County Obligations. At its sole discretion, the OAG will refer Respondents to the County Community Supervision program pursuant to this Contract. The County shall provide monitoring and enforcement services, as set forth below to maximize collection of child support and/or medical support obligations of Respondents.

3.1.1. The County shall provide monitoring and enforcement services for all Respondents in the County Community Supervision Active Caseload. The County shall monitor each Respondent in the Active Caseload as set forth in the table below. At the OAG's discretion and approval, the County may alter the monitoring schedule for a specific Respondent based on the individual circumstances of the Respondent.

3.1.1.1. The County shall maintain sufficient documentation of all Acceptable Activities performed on each case.

Case Status	Acceptable Activities
Intake	Intake activities as defined in the Definitions Section above
Paying	Document Status in Monthly Report
Not Paying	<ul style="list-style-type: none"> <li>• Intake Activities</li> <li>• Respondent Report</li> <li>• Phone Call (incoming or outgoing)</li> <li>• Correspondence</li> <li>• Field Visit</li> <li>• Referral to Other Programs</li> <li>• First, Second and Third Violation Report</li> <li>• Affidavit Preparation</li> <li>• Court Activities</li> <li>• Locate Activities</li> <li>• Classes</li> <li>• Jail Review</li> <li>• Court Report</li> <li>• Warrant/Capias Assistance</li> </ul>
Pending motion to revoke Community Supervision	<ul style="list-style-type: none"> <li>• Affidavit Preparation</li> <li>• Court Activities</li> <li>• Court Report</li> <li>• Warrant/Capias Assistance</li> </ul>
Closed IV-D Cases	<ul style="list-style-type: none"> <li>• Court Report</li> </ul>

3.1.1.2. If a respondent fails to make a child support payment for four (4) consecutive months from the Initial Intake date or the date of last payment, whichever occurs later, the County will be reimbursed for acceptable activities only if a violation report has been submitted on that case. If the County determines that a violation report is not appropriate for a specific case, the County may submit said case for reimbursement provided that the County performs an acceptable activity as set forth in the table above and provides the OAG with sufficient documentation to justify withholding the violation report.

3.1.2. Upon request of the OAG, the County shall provide to the OAG affidavits necessary to support a motion to revoke the Community Supervision of a Respondent. The County shall also ensure that County personnel are available to testify at, and to confer with OAG personnel in advance of and in preparation for, the hearing on the motion to revoke Community Supervision and to testify at any hearings, as necessary.

3.1.3. Standards and Business Rules. To ensure that all activities are IV-D monitoring and enforcement functions, the County, in coordination with the OAG Regional Administrator and/or the OAG Senior Regional Attorney, shall develop written standards and business rules for providing the Community Supervision services under this Contract. The document shall contain detailed procedures for fulfilling the County and OAG obligations, as set forth in the County Obligations Section and the OAG Obligations Section.

3.1.3.1. The County, working with the OAG Regional Administrator and/or Regional Senior Attorney, shall develop the written standards and business rules within two (2) months after the execution of this Contract, and shall submit to the OAG Contract Manager upon completion for approval. The OAG, working directly with the County, will review, revise and finalize the rules.

3.1.4. Performance Measures.

3.1.4.1. Minimum Performance Standards.

3.1.4.1.1. Monthly Collections Ratio. The County agrees that, at a minimum, it shall achieve a “collection-to-obligation” ratio of at least fifty-five percent (55%) for cases in the Active Caseload. The “collection-to-obligation” ratio shall be calculated monthly by dividing the sum total of the monthly court ordered child support and medical support collections for the Active Caseload by the sum total of the monthly child support and medical support obligations for the Active Caseload.

3.1.4.1.2. Annual Collections Ratio. The County agrees that, at a minimum, it shall achieve an annual average “collection-to-obligation” ratio of sixty-five percent (65%) for cases in the Active Caseload. The collection-to-obligation ratio shall be calculated by averaging the individual monthly collection ratios for the fiscal year.

3.1.4.2. Exceptional Performance Standards and Incentives. The County may qualify to receive monthly incentive payments of up to six dollars (\$6.00) per Active Case for meeting or exceeding the Exceptional Performance Standards set forth in the table below. 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);
- meet the Exceptional Collections Standard of at least a seventy percent (70%) monthly collection-to-obligation ratio; and,
- achieve one or more of the three Exceptional Payment Consistency Standards.

INCENTIVE BONUS	EXCEPTIONAL COLLECTIONS STANDARD	EXCEPTIONAL PAYMENT CONSISTENCY STANDARD
First Increment: One Dollar (\$1.00) per Active Case in the month reviewed	Achieve a “collection-to-obligation” ratio of at least seventy percent (70%) in the month reviewed	Forty percent (40%) or more of the Active Caseload received a payment towards the child support and/or medical support obligation for at least three (3) consecutive months, ending with the month reviewed
Increment Two: Two Dollars (\$2.00) per Active Case in the month reviewed	Achieve a “collection-to-obligation” ratio of at least seventy percent (70%) in the month reviewed	Thirty-five percent (35%) or more of the Active Caseload received a payment towards the child support and/or medical support obligation for at least six (6) consecutive months, ending with the month reviewed
Increment Three: Three Dollars (\$3.00) per Active Case in the month reviewed.	Achieve a “collection-to-obligation” ratio of at least seventy percent (70%) in the month reviewed	Thirty percent (30%) or more of the Active Caseload received a payment towards the child support and/or medical support obligation for at least nine (9) consecutive months, ending with the month reviewed

3.1.4.3. The OAG, at its discretion, may reduce or waive any performance standards and measurements.

3.1.5. Remedies for Non-Performance.

3.1.5.1. The OAG shall evaluate the County's performance against the performance measure outlined in the Performance Measure Section and other requirements of this Contract.

3.1.5.2. Failure by the County to meet the minimum performance measure for three (3) consecutive months in the Performance Measure Section or any of the requirements of this Contract may result in a finding of unsatisfactory performance. The OAG Contract Manager will communicate to the County in writing any finding of unsatisfactory performance.

3.1.5.3. If the OAG validates the finding of unsatisfactory performance, the County shall 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. Once the Corrective Action Plan is accepted by the OAG Contract Manager, the County shall implement the Plan.

3.1.5.4. If the County does not return to satisfactory status within forty-five (45) calendar days after approval of the corrective action plan, then the OAG may withhold payments due to the County under this Contract 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 Contract (in accordance with the Termination of the Contract Section below) without payment to the County for any costs incurred by the County from the time that the OAG may have commenced withholding payments due to the County being in an unsatisfactory performance status. Where payments have been withheld and are to resume, due to the 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.

3.2. OAG Obligations.

3.2.1. The OAG is solely responsible for obtaining the requisite court order that requires the Respondent to participate in the County Community Supervision program and for filing any subsequent motions to revoke or modify the Respondent's Community Supervision status.

3.2.2. For each case in the Active Caseload, the OAG will:

3.2.2.1. direct the Respondent to meet with the County upon conclusion of the court proceeding that requires the Respondent to participate in the County Community Supervision program in order to conduct the initial Intake Activities as set forth in the Definitions Section above

3.2.2.2. provide the County with a copy of the court order requiring the Respondent to participate in the County Community Supervision program

3.2.2.3. provide the County with a copy of any court orders which modify or terminate the terms and conditions of the Respondent's Community Supervision obligations

3.2.2.4. acknowledge receipt of affidavits provided by the County

3.2.2.5. notify the County whenever a motion to revoke, modify or terminate the terms and conditions of the Respondent's Community Supervision obligations has been filed

3.2.2.6. notify the County of scheduled dates and times of all hearings to revoke, modify or terminate the terms and conditions of the Respondent's Community Supervision obligations

3.2.2.7. notify the County of the results of all hearings to revoke, modify or terminate the terms and conditions of the Respondent's Community Supervision

3.2.3. The OAG will respond within a reasonable time to any County recommendations for revocation of a Respondent's Community Supervision. Responses will be in writing and will occur no later than 15 business days of the County's request. If no response is received by the County within 15 business days, the recommendation is deemed rejected.

3.2.4. The OAG will file requisite motions to modify or terminate the terms and conditions of Community Supervision for a Respondent if OAG case closure is warranted for any reason. Motions will be filed prior to case closure on the OAG's computer system.

3.2.4.1. The OAG will provide to designated County employees access to appropriate case and payment information residing on the OAG computer system. The OAG will work with the County to maintain any existing County access to the OAG computer system and will provide appropriate training to the designated County employees on its use. The County is responsible for obtaining the necessary hardware, software, internet service provider, and phone lines for the connection to the OAG computer system, and for all costs associated with obtaining and maintaining same said connection.

#### **4. FINANCIAL MATTERS**

4.1. Maximum Liability of the OAG. Notwithstanding any other provision of this Agreement, the maximum liability of the OAG for reimbursable expenses under the terms of this Agreement is One Million Six Hundred Ninety-Seven Thousand Two Hundred Forty-Eight Dollars (\$1,697,248.00).

#### **4.2. Reimbursement.**

4.2.1. The OAG shall reimburse the County for the federal share of the County's Contract associated allowable costs subject to the limitations set forth in this Contract. Federal share means the portion of the County's Contract associated allowable costs that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purposes of reference only the federal share on the effective date of this Contract is sixty-six percent (66%). The Cost Principles for "State and Local Governments" as defined in OMB Circular A-87 shall apply to costs reimbursed under this Contract. The County and OAG agree that, for the purposes of this Contract, all of the County's Contract associated allowable costs for any given calendar month is equal to the caseload that was in existence on the last day of that month multiplied by a per case fee of Thirty-Eight Dollars (\$38.00), provided that, for each case, an Acceptable Activity, as described in the County Obligations Section, was performed by the County during the calendar month.

4.2.2. Except as described in the County Obligations Section above, the OAG is not financially liable to the County for any work associated with "Inactive" cases.

4.2.3. The OAG shall be liable only for Contract associated costs incurred after the effective date of this Contract and before termination of this Contract.

4.2.4. The OAG may decline to reimburse Contract associated costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

4.2.5. 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 cannot be offset and deducted from any amount owing but unpaid to the County.

4.2.6. The County agrees that:

4.2.6.1. The reimbursement for the County's performance of its responsibilities under this Contract represents the only reimbursement that can be charged to the OAG;

4.2.6.2. No other reimbursement for tasks, functions or activities that are incidental or ancillary to the performance of the County's responsibilities under this Contract shall be sought from the OAG, nor shall the failure of the OAG to pay for such incidental or ancillary services and deliverables entitle the County to cease performing its responsibilities due under this Contract; and,

4.2.6.3. The County shall not be entitled to payment for any task required by this Contract unless and until it has been performed and/or delivered to the OAG in accordance with the terms of this Contract and no partial or progress payments shall be made except as mutually agreed upon by the County and the OAG.

#### 4.2.7 Implementation of New Reporting Requirements

The OAG will reimburse County for certain implementation costs associated with the reporting requirements set forth in the Reporting Section below.

##### 4.2.7.1 Implementation Cost Reimbursement

4.2.7.2 The OAG shall reimburse the County for costs incurred, up to five thousand dollars (\$5,000), for system programming charges necessary to comply with the reporting requirements imposed by this contract. Prior to incurring any cost under this Subsection, County must have obtained OAG's written approval as to the reprogramming. County shall invoice the OAG for costs actually paid in the preceding month. The invoice must be submitted no later than two months after the month in which the County paid for the programming costs. The invoice must detail the programming time spent on the reporting requirement and the actual cost of same. The invoice shall have attached to it copies of bills paid by the County for the allowable programming. The invoice shall contain such additional information and documentation as the OAG may require and shall be submitted in the manner and/ or on the forms reasonably specified by the OAG. The invoice shall be submitted to the address set forth in the Reimbursement Process Section below. The OAG shall process a properly prepared invoice for payment in accordance with the State procedures for issuing state payments and the Texas Prompt Payment Act.

#### 4.3. Reimbursement Process.

4.3.1. The OAG shall determine the monthly fee based on the number of Active Cases as of the last day of the calendar month to which the County has performed an Acceptable Activity during the calendar month and the results of the Exceptional Performance Review.

4.3.2. The OAG shall forward a Summary and Reimbursement Invoice to the County for review and approval.

4.3.3. If the County approves the Summary and Reimbursement Invoice, the County shall sign the Invoice and return it to the OAG within ten (10) County work days. The 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. The County shall submit the signed invoice to:

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

4.3.4. If the County does not approve the Summary and Reimbursement Invoice, it shall return the Invoice to the OAG within ten (10) County work 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 the 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.

#### 4.4. Audit and Investigation.

4.4.1. The County understands that acceptance of funds under this Contract acts as acceptance of the authority of the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States to conduct an audit or investigation in connection with those funds. The County agrees to cooperate fully in the conduct of the audit or investigation. The County shall grant access to all books, records and documents pertinent to this Contract to the OAG, the State Auditor of Texas, the United States Department of health and Human Services and the Comptroller General of the United States for the purposes of inspecting, auditing or copying such books, records and documents. The County shall ensure that the requirements of this provision including, but not limited to, the authority of the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States to conduct an audit or investigation concerning funds received indirectly by subcontractors through the County and the requirement to cooperate in the conduct of such audit or investigation shall in included in all subcontracts.

4.4.2. In order to comply with the monitoring and auditing requirements governing this Contract, the fiscal duty officer duly appointed by the County shall submit a Certification of Local Expenditures Report that certifies local expenditures made by the County for contract services for the period October through September of the fiscal year. This figure includes direct services in support of the program, allocated costs, and the costs of indirect services provided by the 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 Seven (7) is included as an example form.

#### 4.5. Financial Terms.

4.5.1. Buy Texas. In accordance with §2155.4441, Texas Government Code, the County shall, in performing any services under this Contract, purchase products and materials produced in

Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.

4.5.2. Legislative Appropriations. All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by United States below). The OAG will not be in default for nonpayment under this Contract if such appropriated funds or federal funds are not available to the OAG for payment of the OAG's obligations under this Contract. In such event the OAG will promptly notify the County, and the Contract shall terminate (subject to the post termination responsibilities outlined in the Termination of the Contract Section) simultaneous with the termination of either appropriated funds or federal funds. Upon such occurrence, OAG shall discontinue payment hereunder.

4.5.3. Provision of Funding by the United States. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services 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 such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG shall promptly notify the County of such fact in writing. Upon such occurrence, the OAG shall discontinue payment hereunder and the Contract shall be terminated subject to the post termination responsibilities outlined in the Termination of the Contract Section.

4.5.4. Antitrust and Assignment of Claims. – Pursuant to 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq., the County affirms that it has not violated the Texas antitrust laws or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. The County hereby assigns to the OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

## 5. CONTRACT MANAGEMENT

5.1. Controlled Correspondence. In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, the OAG and the County shall use Controlled Correspondence. The OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, the OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager. The Controlled Correspondence process may be used to document refinements and interpretations of the provisions of this Contract. Controlled Correspondence may also be used to document the cost impacts of proposed changes. However, Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. Controlled Correspondence documents shall be maintained by both Parties in on-going logs.

### 5.2. Notices

5.2.1. Written Notice Delivery. Any notice required or permitted to be given under this Contract 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 below). 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.

5.2.1.1. County Address. The address of the County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Sam Briscoe (or successor in office)  
Travis County Judge  
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 successor in office)  
Travis County Domestic Relations Office  
PO Box 1495  
Austin, TX 78767

5.2.1.2. OAG Address. The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Alicia Key (or successor in office)  
Deputy Attorney General for Child Support  
Office of the Attorney General  
P.O. Box 12017 (Mail Code 033)  
Austin, Texas 78711-2017

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

Joe Fiore, Managing Attorney, or successor in office  
Legal Counsel Section  
P. O. Box 12017 (Mail Code 044)  
Austin, Texas 78711-2017

5.3. Contract Managers. The County and the OAG shall designate Contract Managers for this Contract. The Contract Managers shall be the initial point of contact for all other matters. The Contract Managers shall be named in writing at the time of execution of this Contract. Subsequent changes in Contract Managers shall be communicated by the respective parties in writing per the notice procedures established by the Notices Section above.

5.4. Reporting. The County shall provide a monthly report to the OAG which shall include, for each Active Case:

- OAG Case Number
- Respondent Name
- Community Supervision Intake Date
- Community Supervision Expiration Date
- Last Payment Date (Month & Year)
- Reporting Type
- Reporting Status

- One Acceptable Activity performed in the preceding calendar month
- Violation Report Request Date

5.4.1. The report shall be submitted during the first ten (10) calendar days of each month. The report format and its implementation shall be as agreed upon by the County and the OAG. The County shall electronically transmit the required report.

5.4.2. The new reporting requirements in this contract must be in place and working within ninety (90) days after execution of this contract. The reimbursement process under Section 4.2 cannot be initiated until the OAG reports are in place and working.

5.5. Subcontracting. The County shall not subcontract any portion of the IV-D services to be performed under this Contract 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 Contract. 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.

5.6. Reporting Fraud, Waste or Abuse. The County 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

5.6.1. 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.

5.6.1.1. The words fraud, waste or abuse as used in this Section have the following meanings:

5.6.1.1.1. 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.

5.6.1.1.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.

5.6.1.1.3. 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.

5.7. Cooperation with the OAG. The County must ensure that it cooperates with the OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of this Contract. The County agrees to reasonably cooperate with and work with the OAG's contractors, subcontractors, and third party representatives as requested by the OAG.

#### 5.8. Dispute Resolution Process for County Breach of Contract Claim.

5.8.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and the County to attempt to resolve any claim for breach of contract made by the County.

5.8.2. A County claim for breach of this Contract 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 the County otherwise entitled to notice under this Contract. Compliance by the 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.

5.8.3. 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 subsection.

5.8.4. 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 Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

5.8.5. 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.

5.8.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

## 6. CONFIDENTIALITY AND SECURITY PROVISIONS

### 6.1. General

6.1.1. Both the OAG and the 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.

6.1.2. The OAG recognizes that the 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). The OAG also recognizes that the 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.

6.1.3. Under this Contract, the County has view-only access to OAG computer systems.

6.1.4. The 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 the County by or on behalf of OAG, or (ii) which the County accesses from OAG systems in connection with provisions of the Contract Services. OAG Data does not include data and information originated by the County in the performance of its duties. Upon request by the OAG, the County shall execute and deliver any documents that may be necessary or desirable under any law to preserve or enable the OAG to enforce its rights with respect to OAG Data. Tex. Govt. 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.

6.1.5. 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.

6.1.6. The 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 the County's request, to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization. The 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, the OAG shall send the County a list of users authorized to access the OAG computer system and the 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. The County shall notify the OAG of the authorized personnel that should have access rights to OAG Data and information in the method prescribed by the OAG. The County will immediately notify the OAG when an individual's access to OAG systems is no longer relevant. The OAG, in its sole discretion, may deny or revoke an individual's access to OAG Data and information and any of its systems.

6.1.7. The 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. The County shall certify to the OAG that such reviews have been conducted and that in the County's opinion the aforesaid employees are deemed trustworthy. The County may request the OAG

to perform such reviews. In such instances, the County shall provide the OAG with any required information, consent and authorization to perform the reviews and the OAG shall perform the reviews at its own expense.

6.1.8. All references to "Contract Services" shall include activities within the scope of this Contract.

6.1.9. The 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. The 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 One (1), 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 the County has with anyone performing Contract Services on the County's behalf.

6.1.10. This Contract is between the County and the OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against the OAG or the County.

## 6.2. OAG Data Usage and Storage.

6.2.1. The County agrees to maintain physical security for OAG Data by maintaining an environment designed to prevent loss or unauthorized removal of data. The 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. The 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 Contract 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 Two (2)), signed the acknowledgment (and the 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 Three (3)), read and signed the IRS Information Notification Form (Attachment Four (4)), and any Agency-required Online Login Policy (Attachment Five (5)).

6.2.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by the 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 One (1) entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".

6.2.3. The 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 Contract. Without the OAG's approval (in its sole discretion), the County will not: (i) use OAG Data other than in connection with providing the Contract 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 Contract Services. However, nothing in this Contract is intended to restrict the 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 the County fails to comply with this subsection, the OAG may exercise any remedy, including immediate termination of this Contract.

6.2.4. The 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. The 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.

### 6.3. OAG Data Retention and Destruction, and Public Information Requests

6.3.1. Within ninety (90) calendar days of this Contract's execution, the County and the OAG shall develop a detailed schedule for the retention and possible destruction of OAG Data. The schedule will be based upon the Contract Services being performed and the County's limited authorization to access, use, and disclose OAG Data.

6.3.2. 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, the 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.

6.3.3. In the event of Contract expiration or termination for any reason, the County shall ensure the security of any OAG Data remaining in any storage component to prevent unauthorized disclosures. Within twenty (20) business days of Contract expiration or termination, the County shall provide the 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.

The County expressly does not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. The County is not authorized to respond to public information requests which would require disclosure of otherwise confidential information on behalf of the OAG. The 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 Contract. The County shall forward any information requests to:

Public Information Coordinator  
Office of the Attorney General  
Fax (512) 494-8017

## 6.4. Security Incidents

6.4.1. Response to Security Incidents. The 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. The 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 Six (6) is the 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.

### 6.4.2. Notice

6.4.2.1. Within one (1) hour of concluding that there has been any OAG Data security incident, the 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.

6.4.2.2. Within twenty-four (24) hours of the discovery, the 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.

6.4.2.3. Each day thereafter until the investigation is complete, the 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.

6.4.2.4. Whenever daily oral reports are provided, the County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

### 6.4.3. Final Report

6.4.3.1. Within five (5) business days of completing the damage analysis and investigation, the County shall submit a written Final Report to the OAG CISO with a copy to the OAG Contract Manager, which shall include:

6.4.3.1.1. A detailed explanation of the cause(s) of the security incident;

6.4.3.1.2. 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,

6.4.3.1.3. 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 the OAG that states the date the County implemented the cure, a description of how the cure protects against the possibility of a recurrence, and that the County's security program is operating with the effectiveness required to assure that the security, confidentiality and integrity of OAG Data are protected.

6.4.3.2. If the cure has not been put in place by the time the report is submitted, the County shall, within five (5) business days after submission of the final report, provide a certification to the OAG that states the date the County implemented the cure, a description of how the cure protects against the possibility of a recurrence, and that the County's security program is operating with the effectiveness required to assure that the security, confidentiality and integrity of OAG Data are protected.

6.4.3.3. If the County fails to provide a Final Report or Certification within fifteen (15) calendar days of the security incident, the County agrees that the 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 Contract unless the OAG notifies the County in writing prior to the exercise of such remedy.

### 6.4.4. Independent Right to Investigate

6.4.4.1. The OAG reserves the right to conduct an independent investigation of any security incident, and should the OAG choose to do so, the County shall cooperate fully, making resources, personnel and systems access available. If at all possible, the OAG will provide reasonable notice to the County that it is going to conduct an independent investigation.

### 6.4.5. Security Audit

#### 6.4.5.1. Right to Audit, Investigate and Inspect the Facilities, Operations, and Systems Used in the Performance of Agreement Services

6.4.5.1.1. The County shall permit the 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:

6.4.5.1.1.1. monitor and observe the operations of, and to perform security investigations, audits and reviews of the operations and records of, the County;

6.4.5.1.1.2. 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;

6.4.5.1.1.3. enter into the offices and places of business of the County and the County's subcontractors for a security inspection of the facilities and operations used in the performance of Contract Services. Specific remedial measures may be required in cases where the County or the County's subcontractors are found to be noncompliant with physical and/or OAG Data security protection.

6.4.5.1.2. When the OAG performs any of the above monitoring, observations, and inspections, the OAG will provide the 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.

6.4.5.1.3. Any audit of documents shall be conducted at the County's principal place of business and/or the location(s) of the County's operations during the County's normal business hours and at the OAG's expense. The County shall provide on the 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.

#### 6.4.6. Remedial Action

##### 6.4.6.1. Remedies Not Exclusive and Injunctive Relief

6.4.6.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Contract, or at law or in equity. The 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 the OAG may have at law or equity.

6.4.6.1.2. If injunctive or other equitable relief is available, then the County agrees that the OAG shall not be required to post bond or other security as a condition of such relief.

##### 6.4.6.2. Notice to Third Parties

6.4.6.2.1. Subject to OAG review and approval, the 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. The County and the OAG shall mutually agree on the methodology for providing the notice.

6.4.6.2.2. The County shall be responsible for responding to and following up on inquiries and requests for further assistance from persons notified under the preceding section.

6.4.6.2.3. If the County does not provide the required notice, the OAG may elect to provide notice of the security incident. The County and the OAG shall mutually agree on the methodology for providing the notice. Costs (excluding personnel costs) associated with providing notice shall be reimbursed to the OAG by the County. If the County does not reimburse such cost within thirty (30) calendar days of request, the OAG shall have the right to collect such cost. Additionally, the OAG may collect such cost by offsetting or reducing any future payments owed to the County.

6.4.7. Commencement of Legal Action

6.4.7.1. The County shall not commence any legal proceeding on the OAG's behalf outside the scope of the Contract Services without the OAG's express written consent. The OAG shall not commence any legal proceedings on the County's behalf without the County's express written consent.

6.4.8. Survival of Provisions

6.4.8.1. Perpetual Survival and Severability

6.4.8.1.1. OAG rights and privileges applicable to OAG Data, including the confidentiality and security thereof, shall survive expiration or any termination of this Contract, and shall be perpetual.

**7. AMENDMENT**

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of the OAG and the County.

**8. TERMINATION OF THE CONTRACT**

8.1. Discretionary Termination. The parties to this Contract shall have the right, in each party's sole discretion and at its sole option, to terminate this Contract by notifying the other party hereto in writing of such termination at least one hundred and eighty (180) calendar days prior to the effective date of such termination. Such notice of termination shall comply with the notice provisions in the Notices Section above, 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 Attorney General  
Joseph Fiore (or his successor in office), Mail Code 044  
Managing Attorney, Contracts Attorneys, Legal Counsel Division  
5500 East Oltorf  
Austin, TX 78741

8.2. Termination for Default. If the County fails to provide the Contracted Services according to the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, the OAG may, upon written notice of default to the County, terminate the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under this Contract.

The OAG may exercise any other right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law or proceed by appropriate court action

to enforce the provisions of this Contract, or to recover damages for the breach of any agreement being derived from this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless the OAG notifies the County in writing prior to the exercise of such remedy. The County will remain liable for all covenants under the aforesaid agreement. The County and the OAG will each be responsible for the payment of its own legal fees, and other costs and expenses, including attorney's fees and court costs, incurred with respect to the enforcement of any of the remedies listed herein.

8.3. Change in Federal or State Requirements. If federal or state laws, rules or regulations, or other federal or state requirements or guidelines are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties can not agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.

8.4. Rights Upon Termination. In the event that the contract is terminated for any reason, or upon its expiration, the OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this contract in whatever form that they exist.

8.5. Post Termination Responsibilities. Both the OAG and the County agree that upon any termination of this Contract, a smooth transfer of responsibility for the Contract Services being provided under this Contract is in the best interest of the public being served. The OAG and the County therefore agree to develop and implement a reasonable transition plan designed to achieve an efficient transfer of responsibility, either to the OAG or another entity, in a timely manner, and to cooperate fully throughout the post termination period until such transition is complete. The plan shall be in writing and shall, at a minimum, specify the procedures and schedule: for the County Community Supervision Office to be relieved of its responsibility to oversee the court ordered Community Supervision Program; and for the transfer of case files and other relevant information. The plan shall also specify any interim measures deemed necessary to ensure compliance with federal and state law, rules, regulations, requirements and guidelines. The plan shall be completed no later than ninety (90) calendar days after the execution of this Contract. The termination of services under this Contract, whether pursuant to the Termination of Contract Section or any other section of this Contract, shall be governed by and follow the approved transition plan.

8.6. Survival of Terms. Termination of this Contract for any reason shall not release the County from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

## **9. TERMS AND CONDITIONS**

### **9.1. Federal Terms and Conditions**

9.1.1. Compliance with Law. The County shall comply with all federal and state laws, rules, regulations, requirements and guidelines applicable to the 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 IV-D 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 the OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. Notwithstanding anything to the contrary in this Contract, the OAG reserves the right, in its sole discretion, to unilaterally amend this Contract

throughout its term to incorporate any modifications necessary for the OAG's or the County's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

9.1.2. Civil Rights. The 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 Contract. The 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". The County shall ensure that all subcontracts comply with the above referenced provisions.

9.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts. The County certifies by entering into this Contract, that it is not 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.

9.1.4. Records Retention. The County shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in this Contract. The County shall retain all such records for a period of three (3) years after the expiration of the term of this Contract, or until the OAG or the United States are satisfied that all audit and litigation matters are resolved, whichever period is longer.

9.1.5. Environmental Protection. The 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.). The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

9.1.6. Lobbying Disclosure. The 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. The County must sign and return the Certification Regarding Lobbying (Attachment Eight (8)); attached hereto and incorporated herein). 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. The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

9.1.7. Copyrights and Publications. The County understands and agrees that where activities supported by this Contract produce original books, manuals, films, or other original material (hereinafter referred to as "the works"), the County may copyright the works subject to the reservation by the OAG and/or the United States Department of Health and Human Services, Administration for

Children and Families of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for State and/or Federal Government purposes:

- the copyright in the works developed under this Contract, and
- any rights of copyright to which the County purchases ownership with funding from this Contract.

The County may publish, at its expense, the results of the Contract performance with prior OAG review and approval of that publication. Any publication (written, visual, or sound) shall include acknowledgment of the support received from the OAG and the United States Department of Health and Human Services, Administration for Children and Families. One (1) copy of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review. All copies shall be provided free of charge.

## 9.2. General Responsibilities

9.2.1. Independent Contractor. It is expressly understood and agreed by the parties hereto that the County is an independent contractor that shall have exclusive responsibility for any and all claims, demands, causes of action of every kind and character which may be asserted by any third party occurring from, in any way incident to, arising out of or in connection with the activities to be performed by the County hereunder. It is further expressly understood and agreed that any County personnel employed or retained to carry out the terms of this Contract are deemed to be employees and/ or agents of the County for purposes of retirement benefits, health insurance, all types of leave and any and all other purposes.

9.2.2. No Implied Authority. Any authority delegated to the County by the OAG is limited to the terms of this Contract. The County shall not rely upon implied authority and specifically is not delegated authority under this Contract to:

- (1) Make public policy;
- (2) Promulgate, amend, or disregard OAG Child Support program policy; or
- (3) Unilaterally communicate or negotiate, on behalf of the OAG, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, the County is required to cooperate fully with the OAG in communications and negotiations with federal and state agencies, as directed by the OAG.

9.2.2.1. Force Majeure. The OAG shall not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

The County shall not be liable to the OAG for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the County, can not be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the Force Majeure Section, the County will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the County continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The County shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

9.2.3. News Releases. News releases, advertisements, publications, declarations and any other pronouncements by the County pertaining to this transaction and using any means or media mentioning this transaction must be approved in writing by the OAG prior to public dissemination.

9.2.4. Debts or Delinquencies Owed to Texas – As required by §2252.903, Government Code, the County agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

### 9.3. Special Terms and Conditions

9.3.1. Permits. The County shall be responsible, at the County's expense, for obtaining any and all permits or licenses required by city, county, state, or federal rules, regulations, law, or codes.

9.3.2. Electrical Items. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.

9.3.3. Date Standard. Four-digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year shall encompass a two digit century that precedes, and is contiguous with, a two digit year of century (e.g. 1999, 2000, etc.). Applications that require day and month information will be coded in the following format: CCYYMMDD. Additional representations for week, hour, minute, and second, if required, will comply with the international standard ISO 8601: 1988, "Data elements and interchange formats--Information interchange--Representation of dates and times."

9.3.4. Offshoring. All work to be performed under this Contract shall be performed within the United States and its territories.

9.3.5. Terminated Contracts. By executing this Contract, the County certifies that it has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five years nor is it currently prohibited from contracting with a governmental agency.

9.3.6. Non-Waiver of Rights. Failure of a party to require performance by another party under this Contract 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 Contract 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 Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

9.4. No Waiver of Sovereign Immunity. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY

THE OAG OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE OAG OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

9.5. Severability. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

9.6. Applicable Law and Venue. The County agrees that this Contract 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. The County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by the County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. The OAG agrees that any legal action or suit brought by the OAG concerning this Contract shall be brought in a court of competent jurisdiction in Travis County.

9.7. Entire Agreement. This instrument constitutes the entire Contract between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

9.8. Originals and Counterparts. This contract 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.

9.9. Attachments.

9.9.1. Attachment One. "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information"

9.9.2. Attachment Two. OAG Information Security Policy Manual

9.9.3. Attachment Three. OAG Statement of Responsibility

9.9.4. Attachment Four. IRS Notification Form

9.9.5. Attachment Five. Online Login Policy

9.9.6. Attachment Six. County Internal Incident Response Plan

9.9.7. Attachment Seven. Certification of Local Expenditures Report

9.9.8. Attachment Eight. Certification Regarding Lobbying

**AGREED TO AND ACCEPTED:**

**OFFICE OF THE ATTORNEY GENERAL**

**TRAVIS COUNTY**

\_\_\_\_\_  
Alicia Key  
Deputy Attorney General for Child Support

\_\_\_\_\_  
The Honorable Samuel Briscoe  
County Judge, Travis County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT ONE

United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information  
Including Federal Tax Returns and Return Information

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ATTACHMENT ONE

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.
- #.1.10.** The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information  
Including Federal Tax Returns and Return Information

**#.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. Fultz  
Chief Information Security Officer

## Office of the Attorney General

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## Office of the Attorney General

## 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.

## Office of the Attorney General

- 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**.

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### **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.

## Office of the Attorney General

**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. Foutz, Chief Information Security Officer

SPONSOR: \_\_\_\_\_ DATE: February 12, 2009  
Gary Buonacorsi, Information Resource Manager

Office of the Attorney General

## 8. References

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<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).





ATTORNEY GENERAL OF TEXAS  
GREG ABBOTT

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PLEASE FORWARD BY DATE

Approved       Approved with Comments/Edits       Not Approved

*Version 3.0*

*Jonathan L. Sub*  
Deputy Attorney General for Legal Counsel

*2/12/2009*  
Date

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PLEASE FORWARD BY DATE

Approved       Approved with Comments/Edits       Not Approved

*Wanees*  
Deputy for Administration

*2/13/09*  
Date

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Approved       Approved with Comments/Edits       Not Approved



ATTORNEY GENERAL OF TEXAS  
GREG ABBOTT

*Andrew Damm*

First Assistant Attorney General

*2/13/09*

Date



**OFFICE of the ATTORNEY GENERAL**  
**GREG ABBOTT**  
 CHILDSUPPORT 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: \_\_\_\_\_

# 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.**

[Home](#) | [Child Support Home](#)

[Child Support Online](#)

[Account Services](#) [Employer Home](#)

[Login](#) [Request Password](#) [Account Request](#) [Request User ID](#)

Login

Statement

**OFFICE OF THE ATTORNEY GENERAL: AUTOMATED COMPUTER SYSTEM ACCESS STATEMENT OF RESPONSIBILITY**

**General Information:**

All information maintained in the files and records of the Child Support Division are privileged and confidential. The unauthorized use or release of the information can result in criminal prosecution and civil liability. Only authorized personnel may add, modify and/or delete information.

**Statements:**

I understand that the information concerning any person, customer or client that may come to my knowledge while using the computer system of the TxCS DU or TXCSES or any other OAG computer shall be held in strictest confidence and may not be disclosed except as used exclusively for purposes directly connected with the administration of programs under Title IV-A, IV-D and XIX of the federal Social Security Act and the OAG Confidentiality Policy and Procedures.

Notwithstanding the above, I understand that I may not disclose to any individual or agency any federal tax return or return information. I further understand that it is unlawful to offer or receive anything of value in exchange for federal tax return or return information. Such unauthorized disclosure or exchange is punishable by fine up to \$5,000, or imprisonment up to 5 years, or both, under Internal Revenue Code 7213 and 7213 A. 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, Internal Revenue Code. I also understand that I may be civilly liable for damages of not less than \$1000 per violation, together with costs of prosecution under Section 7431 of the Internal Revenue Code.

I also understand that I may not release information to any committee or legislative body (federal, state, or local) that identifies by name or address any such applicant or recipient of services. Use of such information by a local government or component thereof for any other purpose, including but not limited to, collecting a fee is prohibited.

I understand that I may not perform any work, review, update or otherwise act to obtain information upon my own, or any relative's, friend's, or business associate's child support case, regardless if the case is open or

ATTACHMENT FIVE

closed. My failure to comply with the OAG Confidentiality Policy will result in immediate termination of my computer access. I also understand that a violation will be reported to my supervisor or other appropriate personnel in my agency for disciplinary action, which may include termination and/or referral for prosecution.

**In addition, if applicable, I understand that the computer password(s) I receive or devise is confidential, and must not be disclosed to anyone. I understand that it is my responsibility to safeguard such password(s) by not allowing it to be viewed by anyone. I understand that I am responsible for computer transactions performed through misuse of my password(s).**

**I agree I will not load unauthorized software, personal computer programs, shareware or freeware of any kind onto the OAG computer equipment without the express written approval of the Office of the Attorney General, Information Resource Manager or designee, or the contract manager or designee. I understand that use of a password not issued or devised specifically for me is expressly prohibited and is a violation of state and federal law.**

**I also understand that 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 federal statutes may also be applicable.**

**I certify that I understand that any copyrighted material, including but not limited to 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.**

**By agreeing to this statement I certify that I:**

- agree to abide by all written conditions imposed by the OAG regarding information security;
- understand my responsibilities as described above;
- have received, read and understand the OAG security information policy manual; and
- if applicable, I have read all applicable software licenses and agree to abide by all restrictions.

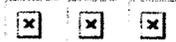
Agree |  Disagree

Child Support Online

[Account Services](#) [Employer Home](#)

[Login](#) [Request Password](#) [Account Request](#) [Request User ID](#)

Login



Policy

When you register for the OAG Portal Service, we may ask you to give us certain identifying information ("Registration").

You agree to provide true, accurate, current and complete information about yourself. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from the OAG for any purpose.

For your protection and the protection of our other members and Web site users, you agree that you will not share your Registration information (including passwords, User Names, and screen names) with any other person for the purpose of facilitating their access and unauthorized use of OAG Portal Services. You alone are responsible for all transactions initiated, messages posted, statements made, or acts or omissions that occur within any OAG Portal Service through the use of Registration information. Your failure to honor any portion of this agreement can result in termination of access to Portal Services.

Agree  Disagree

[Portal Tips](#) | [Accessibility](#) | [Privacy & Security Policy](#)

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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

Travis County Government  
 ITS Department  
 Confidential & Proprietary

Security Incident Response Plan for OAG Data  
 Version .00.01.01  
 November 06, 2007

## A. REVISION HISTORY

Contributors	Date	Reason For Changes	Version
Shannon Clyde	October 01, 2007	Initial Draft	00.01.00
Shannon Clyde	November 06, 2007	Final Author Draft  - corrected Security Analyst contact information  - corrected table of content reference	00.01.01

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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 Community Supervision Contract # 10-C0028, §6.4.1.

### 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.

Travis County Government  
 ITS Department  
 Confidential & Proprietary

Security Incident Response Plan for OAG Data  
 Version .00.01.01  
 November 06, 2007

## 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	<a href="mailto:Walt.Fultz@OAG.State.TX.US">Walt.Fultz@OAG.State.TX.US</a>
OAG Community Supervision Contract Manager	Allen Broussard	512-460-6373	<a href="mailto:Allen.Broussard@CS.OAG.State.TX.US">Allen.Broussard@CS.OAG.State.TX.US</a>

### 2.0 Travis County Contacts

Position	Name	Phone Number	Email address
Chief Information Officer	Joe Harlow	512-854-9372	<a href="mailto:Joe.Harlow@co.travis.tx.us">Joe.Harlow@co.travis.tx.us</a>
ITS Department Information Security Manager	Shannon Clyde	512-854-7846	<a href="mailto:Shannon.Clyde@co.travis.tx.us">Shannon.Clyde@co.travis.tx.us</a>
ITS Department Sr. Information Security Analyst	David Stanton	512-854-4024	<a href="mailto:David.Stanton@co.travis.tx.us">David.Stanton@co.travis.tx.us</a>
ITS Department Help Desk		512-854-9175	<a href="mailto:ITS.Helpdesk@co.travis.tx.us">ITS.Helpdesk@co.travis.tx.us</a>
County Contract Manager			
County Community Supervision 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

**SFY 200\_\_**  
**Certification of Local Expenditures**  
**Bexar County Children First, Contract # \_\_\_\_\_**

County of \_\_\_\_\_, Fiscal Year 200\_\_

From \_\_\_\_\_ To \_\_\_\_\_

**Actual Local Expenditures for FY 200\_\_**

<b>Description</b>	<b>Total</b>	<b>Percent Allocation</b>	<b>Allocated Total</b>
<b>Salaries and Fringe Benefits</b>	\$		
<b>Travel</b>	\$		
<b>Operating Expenses</b>	\$		
<b>Indirect Cost</b>	\$		
<b>Other (Please Describe)</b>	\$		
<b>Fiscal Year Total</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

**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, 2009 - August 31, 2013**

**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



**Dana DeBeauvoir**  
Travis County Clerk  
PO Box 1748  
1000 Guadalupe, Room 222  
Austin, Texas 78701

**Elections Division**  
854-4996

23 ✓  
RECEIVED  
COUNTY JUDGE'S OFFICE  
09 OCT 22 PM 1:33

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: October 19, 2009

RE: Consider and take appropriate action regarding an order for appointment of election judges for November 3, 2009 Joint Special Elections.

We are sending a list (Exhibit A) to consider and take appropriate action regarding an order for appointment of election judges for November 3, 2009 Joint Special Elections.

Agenda Item No. \_\_\_\_\_

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

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

Voting Session: **October 27, 2009**

- I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)
- B. Requested Text:

Consider and take appropriate action regarding an order for appointment of election judges for November 3, 2009 Joint Special Elections.

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).

**SEE ATTACHED**

- 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, County Attorney**

**49415**

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.

## **ORDER FOR APPOINTMENT OF ELECTION JUDGES FOR NOVEMBER 3, 2009 JOINT SPECIAL ELECTIONS**

**WHEREAS**, on November 3, 2009, Travis County will conduct special elections in all or part of Travis County jointly with other entities, including the City of Rollingwood, Village of the Hills, Lake Travis Independent School District, and Travis County Emergency Services District Number 11 (together, the "Participating Entities"), which are conducting special elections on that day;

**WHEREAS**, the Joint Election Agreement between the County and the above-referenced Participating Entities authorize the County to appoint presiding election judges and alternate election judges for County election precincts involved in the Joint Special Elections; and

**WHEREAS**, the Order of Appointment of Term Election Judges and Alternate Election Judges, approved by the Travis County Commissioners Court on August 12, 2008 covers the appointment of election judges and alternate election judges for each County election precinct, except for the appointment of those election judges and alternate election judges for consolidated County election precincts;

**WHEREAS**, under Section 42.008 of the Election Code, the Commissioners Court may consolidate County election precincts for its Special Elections; and

**WHEREAS**, under Section 32.003 the Election Code, if election precincts are consolidated in Special Elections requiring the use of regular County election precincts, the Commissioners Court shall appoint the precinct election judges and alternate election judges to serve in each consolidated precinct, from among the judges appointed for the precincts comprising the consolidated precincts;

**NOW, THEREFORE**, the Travis County Commissioners Court hereby appoints as precinct election judges and alternate election judges those persons listed in Exhibit A, attached hereto and hereby incorporated by reference herein for all purposes, for the Joint Special Elections to be held on November 3, 2009 by Travis County and the participating entities listed above. Except as otherwise provided in the following paragraph, this Order affects only the appointment of election judges and alternate election judges for the November 3, 2009 Joint Special Elections to be conducted by Travis County and the participating entities.

In addition, the Travis County Commissioners Court hereby appoints for the November 3, 2009 Joint Special Elections election judges and alternate election judges for those consolidated election precincts listed in Exhibit A, attached hereto and hereby incorporated by reference herein for all purposes. The election judges and alternate election judges appointed for said consolidated precincts shall serve only for the November 3, 2009 Joint Special Elections listed or described in this Order.

This Order shall take effect immediately.

**BE IT SO ORDERED** on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

---

Samuel T. Biscoe  
Travis County Judge

---

Honorable Ron Davis  
Commissioner, Precinct One

---

Honorable Sarah Eckhardt  
Commissioner, Precinct Two

---

Honorable Karen Huber  
Commissioner, Precinct Three

---

Honorable Margaret Gómez  
Commissioner, Precinct Four

<b>Exhibit A</b>		
<b>Pct</b>	<b>Presiding Judge</b>	<b>Presiding Alternate Judge</b>
101	Linda Shaw	Mary Banda
105	Jeffrey Lewis	David Nalle
106	Loyal Freeman	William Castillo
107	Diann Smith	Dawn Sand
108	Charlene Richardson	Alberta Hopes
109	Mark Eastwood	Linda Krueger
110	Robert Vitray	Arnetta Houston
111	Richard Jacobsen	Frances Ann Monken
112	Carmen Zuniga	Diana Martinez
113	Brian Looman	Carolyn Rolan
121	Isaiah Williams	Michael Fields
122	Mary Lynn Bragner	Bennie Owens
123	Barbara Harris	Renita Milam
124	Grant Coffman	Samuel Coffman
126	Dwight Piper	Jennifer Beanblossom
129	Joyce Darby	Nettie Smothers
130	Lois Dzenowski	James Randall
132	Linda Klemett	Patricia Williams
133	Marian Glass	J.T. Glass
135	Donna Reber	Leroyce Marshall
136	Penelope Doherty	Maxine Manor
137	Caroline Conroy	Eileen Murphy
139	Frances Garner	Mary Axel
140	Mary Guerrero	Mary Davila
141	Annie Baker	Joseph Cook
145	Janna Goode	Michael Caviness
146	Robert Tumey	Barbara Tumey
148	John McEvoy	James McEvoy
149	Randal McKaskle	Debbie Wahrmond
150	Manuela Cabillo	Mary Huerta
151	Margery Mackey	Hayward Bethel
152	Amanda Miller	Annie Collins
153	Walter Horton	Peggy Horton
154	Michael Salinas	Julie Akers
156	Jacqueline Hughes	Micael Mirza
160	Judy Hughes	China Petersen
161	Murlene Johnston	Rhesa Cook
163	Daniel Biering	Shirley Tignor
164	LeaVern Johnson	Mary Davis
200	Kristin Monroe	Antonia Kubacak
203	Connie Brown	Sylvia Ward
205	Ava Arthur	Gail Norman
206	Joe Mirza	Debra Reeves
207	Michael Conwell	Dawn Mulkay
208	Julie Moore	John Eccles
211	Daniel McDonald	Lester Griffin
213	Wilburn Rust	Naomi Ebert
214	Barbara Hunt	Jeremy Smith
216	Lottie Dailey	Wayne Cook

<b>Pct</b>	<b>Presiding Judge</b>	<b>Presiding Alternate Judge</b>
218	Joseph Nieto	Laura Nieto
219	Earl Wellborn	La Vanna Wellborn
220	Russell Smith	Frances Ryan
222	Gil Ortiz	Helen Hall
223	Emmy McDaniel	Susan Sparks
224	Sharon Robertson	Joyce Porter
226	Martha Gay	Dana Bartholomew
227	John Dashtgoli	Marjaneh Dashtgoli
235	Patti Edelman	Norman Stosberg
236	Joseph Reynolds	William Allsbrook
237	Kay Gaul	Sydelle Popinsky
239	Janis Reinken	Judith Bomar
240	Audrey Steiner	Judy Zaleski
241	John Helgren	Stacey Vanderstek
242	Jack Porter	James McAdams
243	Peggy Cravens	Frank Jennings
246	Ed Davis	Malda Matney
248	Richard Wucher	Samuel McGlamery
249	Christa Rabago	Roger Rabago
250	May Schmidt	Donald Lawson
252	Alice Kubacak	Leroy Kubacak
253	Linda Becker	Yvonne Gardner
256	Penny Bynum	Reagan Hooton
258	Stephanie Ivison	Frank Rodriguez
259	Ruben Leslie	Gloria Downe
260	Bettye Scott	Alice Kutschke
262	Kristopher Keenan	Lisa Chandler
263	Gayle Opie	Paul Birdsall
266	Samuel England	Ryan Linn
267	Davy Finnegan	Norman Helgren
268	Roy Ewing	Martha Renfroe
273	Lois Mayes	Edna Ware
277	Danny Cain	Sean Gasser
278	Alfred Stanley	Evelyn Atkins
301	Alfredo Jurado Jr.	Carolyn Cochran
302	Patricia Dorsey	Terry Dorsey
303	Gina Starr-Hill	Walter Hill
306	Frank Black	Kevin Roche
307	David Rigney	Shujia Pan
308	Richard Durval	Alan Durval
309	James Davis	Annie Davis
310	Michael Wielunski	Don Burke
312	Doris Law	Jan Hanz
314	Virginia Knapp	Kay Huntley
315	Joseph Kitnurse	James Eckel
316	Andy Averett	Becky Stone
317	James Hargrove	Alice Snead
318	Robert Batlan	Cheryl Zarembo
319	Cathleen McGrath	Julie Matoon
320	Linda Klar	Gale Manes
321	Nerissa Ranstrom	George Armstrong

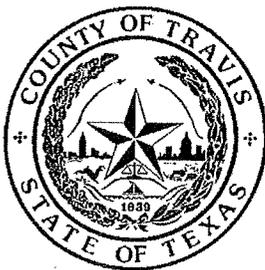
<b>Pct</b>	<b>Presiding Judge</b>	<b>Presiding Alternate Judge</b>
323	Teresa Baird	Agnes Pulley
324	Zachery Herigodt	Shane Kukiattikoon
326	Ray Vaughan	Ben Dion
327	Louis Hornung	James McCowan
328	Helen Garman	Rosemary Bramuchi
331	Carolyn Icard	Martha Thompson
332	Richard Gravois	Michael Meier
334	Kathleen Manning	Daniel Kolar
335	Ernest Rinehart	Alice Reynolds
336	Phyllis Shockey	Jane Williams
337	Jane Keene	William Keene
338	Dan Yahiel	Ellen Batt
339	Anthony Gonsalves	Maryann Riordan
342	Maria Franco	Martha Cardenas
345	Richard Detlefsen	Shawn Jamail
346	William Warmuth	Jennifer Paul
347	Cherry Haught	Shambhu Pai Panandiker
349	William David Stewart	Linda P. Stewart
350	Richard Glover	Cody Jester
351	Jimmie DeBerry	Lauren Kroll
352	Joe Funk	Carolyn Williams
354	Carol Debish	Alice Bell
355	William (Phil) Hewitt	Bea Becker
356	Gary Howe	Shirley Howe
358	Roye Reeves	Jewel Spencer
359	Sylvia Fatzer	Russell Gallahan
360	Mary Eichner	Dorothy Tate
361	Kathy Hillie	William Gunkel
362	Maria Jimenez	Jimi Chow
363	Austin Phelps	William Begg
366	Michael Mullins	Juanita Wilson
370	Wilbur Nichols	Linda Nichols
371	Earl Horn	Joe Conger
372	Patricia Wilkinson	Charlotte Clopton
373	John Ulrich	Richard Welch
374	Mary Delaware	Laurey Boyd
375	Niessl Graham	Carolyn Wright
377	Britney Parcher	Rita Gonzalez
378	Richard Coppola	Patricia Coppola
401	Elizabeth Cook	Reagan Dees
402	Tracy Jackson	Juanita Jackson
403	Shirley Polka	Gary Polka
404	Robert Flores	Michael Applegate
405	Leola Canada	Dan Hardeman
407	Kate Hix	Oscar Garza
410	Tina Jackson	David Kelly
411	Sabrina Jungen	Lula Rose
420	Bob Allen	Faith Norris
421	Sabrina Oberg	Walter Lancaster
422	Morris Woods	Danny Shapiro
423	Susana Almanza	Lucy Renteria

<b>Pct</b>	<b>Presiding Judge</b>	<b>Presiding Alternate Judge</b>
424	Marie Dominguez	Agapita Limon
426	Alvino Mendoza	Uvaldo Cantu
427	Carmen Llanes	Daniel Llanes
429	Rose Heard	Maya Hogan
433	James Green	Michael Taylor
437	Mary Diaz	Richmond Diaz
438	Sabino Renteria	Reynaldo Cabrera
439	Ellien Navarro	Angelica Navarro
441	Betty Lewis	Linda Norgan Alvarez
442	Steve Renaud	April Serrano
443	Marjorie Ferrell	James Ferrell
444	Leticia Salazar	Marcella Salazar
445	Karen Dickey	Mario Aguilar
446	Harley Fisher	Maria Flores
447	Michelle Goheen	Amanda Goheen
448	Erica Lipinski	Sue Shrader
450	Ranshod Wilson	Ina Mahnick
451	Bob Freeman	Ola Ann Freeman
452	Albert Prewitt	Lupe Limon
455	Rebecca Elder	Jeneke Lesak
458	Margarito Rodriguez	Homero Longoria
460	Peggy Gough	Wendy Sullivan
461	Dolores Maybery	Deloris Shaw
462	Kelton Dillard	Steve Labinski
463	J. Michele Freemon	John Vinciguerra

#### Consolidated Precincts

<b>Pct</b>	<b>Presiding Judge</b>	<b>Presiding Alternate Judge</b>
202,209	Barbara Egliht	Sharon Jacobs
210,251	Stephen Cabrales	Dennis O'Brien
215,229	Scott Nierengarten	Helen Allen
217,225	Patsy Eckelkamp	Jesse Eckelkamp
238,231	James Abbott	Beverly Abbott
254,228	Harrison Smith	Dorothy McClain
271,247	Nicole Williams	Peggy Bower
274,272,255	Seth Mazow	Phillip Hemphill
304,367	Roger Rioux	Lisa Roberts
333,343	David Mann	Corin Sparre
364,330	Robert Meisel	Ragney Conrad
376,379	Sydney Aneja-Houlihan	Christian Leininger
406,413	Maria Segina	Deborah Garza
409,430	Rolando Pina	Mary Jane Clark
440,431	Susan Cole	Patrick McGrath
454,412	Ralph Meier	Maxine Meier

24



**Dana DeBeauvoir**  
Travis County Clerk  
PO Box 149325  
Austin, Texas 78714  
**Elections Division**  
854-4996

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 OCT 22 PM 1:33

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: October 19, 2009

RE: Consider and take appropriate action regarding an order for appointment of Presiding Judge, Alternate Presiding Judge, Manager, Assistant Manager, and Tabulation Supervisor of the Central Counting Station, the Presiding Judges of the Receiving Substations, and Presiding Judge, Alternate Presiding Judge of the Early Voting Ballot Board for the November 3, 2009 Joint Special Elections.

We are sending a list (Exhibit B) to consider and take appropriate action regarding an order for appointment of Presiding Judge, Alternate Presiding Judge, Manager, Assistant Manager, and Tabulation Supervisor of the Central Counting Station, the Presiding Judges of the Receiving Substations, and Presiding Judge, Alternate Presiding Judge of the Early Voting Ballot Board for the November 3, 2009 Joint Special Elections.

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

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

Voting Session: **October 27, 2009**

I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)

B. Requested Text:

Consider and take appropriate action regarding an order for appointment of Presiding Judge, Alternate Presiding Judge, Manager, Assistant Manager, and Tabulation Supervisor of the Central Counting Station, the Presiding Judges of the Receiving Substations, and Presiding Judge, Alternate Presiding Judge, and Members of the Early Voting Ballot Board for the November 3, 2009 Joint Special Elections.

**ORDER APPOINTING THE PRESIDING JUDGE,  
ALTERNATE PRESIDING JUDGE, MANAGER, ASSISTANT MANAGER, AND  
TABULATION SUPERVISOR OF THE CENTRAL COUNTING STATION,  
THE PRESIDING JUDGES OF RECEIVING SUBSTATIONS,  
AND THE PRESIDING JUDGE, ALTERNATE PRESIDING  
JUDGE, AND MEMBERS OF THE EARLY VOTING BALLOT BOARD  
FOR THE NOVEMBER 3, 2009 JOINT SPECIAL ELECTIONS**

WHEREAS, pursuant to Section 127.001, Texas Election Code, the Travis County Commissioners Court has established a Central Counting Station for Travis County; and,

WHEREAS, pursuant to Section 127.005, Texas Election Code, the Travis County Commissioners Court shall appoint a Presiding Judge and Alternate Presiding Judge of the Central Counting Station; and,

WHEREAS, pursuant to Section 127.002, Texas Election Code, the Travis County Commissioners Court shall appoint the Manager of the Central Counting Station; and,

WHEREAS, pursuant to Section 127.003, Texas Election Code, the Travis County Commissioners Court shall appoint a Tabulation Supervisor of the Central Counting Station; and,

WHEREAS, pursuant to Section 87.002, Subsection (b), Texas Election Code, the Travis County Commissioners Court shall appoint a Presiding Judge of the Early Voting Ballot Board in the same manner as Presiding Election Judges are appointed under Section 32.002 of the Texas Election Code.

NOW, THEREFORE, the Travis County Commissioners Court hereby appoints as Presiding Judge, Alternate Presiding Judge, Manager, Assistant Manager, and Tabulation Supervisor of the Central Counting Station, and as Presiding Judges of the Receiving Substations, and as Presiding Judge, Alternate Presiding Judge, and Members of the Early Voting Ballot Board, those named individuals so designated in Exhibit A, attached hereto and hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length.

The Presiding Judge, Alternate Presiding Judge, Manager, Assistant Manager, and Tabulation Supervisor of the Central Counting Station, the Presiding Judges of the Receiving Substations, and the Presiding Judge, the Alternate Presiding Judge, and the Members of the Early Voting Ballot Board shall serve in the November 3, 2009 Special Constitutional Amendment Election as well as any election which the County conducts jointly with any other jurisdiction.

The Alternate Presiding Judge of the Central Counting Station shall serve as Presiding Judge of the Central Counting Station if the Presiding Judge appointed hereunder cannot serve in the election. In the alternative, the Alternate Presiding Judge of the Central Counting Station may serve in another position established under Chapter 127, Subchapter A, Texas Election Code.

BE IT SO ORDERED on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

---

Honorable Samuel T. Biscoe  
Travis 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

## EXHIBIT A

### Central Counting Station Personnel

Presiding Judge	Jimmie Lou Ford
Alternate Presiding Judge	Bruce Leach
Manager	Gail Fisher
Assistant Manager	Michael Winn
Tabulation Supervisor	Bob Trautman

### Receiving Substation Personnel

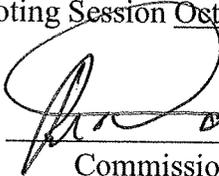
Location	Presiding Judge
Anderson	Davia Prosser
Covington	Michelle Parker
Dobie	Elizabeth Griffin
Travis	Alexa Buxkember

### Early Voting Ballot Board

Presiding Judge	Jimmie Lou Ford
Alternate Presiding Judge	Bruce Leach

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

Work Session \_\_\_\_\_ Voting Session October 27, 2009 Executive Session \_\_\_\_\_  
Date Date Date

I. A. Request made by:  Ron Davis  
Commissioner Pct. 1

Requested Text: 1. Take appropriate action to consider and approve resolution to approve of the issuance of River Valley Industrial Development Corporation Revenue Bonds (Cross County Water Supply Corporation Water Transmission Project), Series 2009 in an amount not to exceed \$40 Million Dollars.

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.

09 OCT 21 PM 1:51

RECEIVED  
COUNTY JUDGE'S OFFICE



LAW OFFICES

**MCCALL, PARKHURST & HORTON L.L.P.**

717 NORTH HARWOOD  
SUITE 900  
DALLAS, TEXAS 75201-6587  
TELEPHONE: 214 754-9200  
FACSIMILE: 214 754-9250

600 CONGRESS AVENUE  
SUITE 1800  
AUSTIN, TEXAS 78701-3248  
TELEPHONE: 512 478-3805  
FACSIMILE: 512 472-0871

700 N. ST. MARY'S STREET  
SUITE 1525  
SAN ANTONIO, TEXAS 78205-3503  
TELEPHONE: 210 225-2800  
FACSIMILE: 210 225-2984

October 19, 2009

Judge Samuel T. Biscoe  
Travis County Commissioner's Court  
314 W. 11th St., #520  
Austin, TX 78701

**Re: River Valley Industrial Development Corporation**

Dear Judge Biscoe:

As you recall on June 23, 2009, the Court approved the attached Resolution relating to the issuance of bonds by River Valley Industrial Development Corporation ("RVIDC") and the holding of a public hearing by RVIDC. Notice was published in the Austin American-Statesman on September 28, 2009. The hearing was held on October 15, 2009. The Minutes for the hearing are attached hereto.

For purposes of federal tax law only, we need the highest elected official of Travis County to execute the attached certificate.

We are happy to answer any questions. We would appreciate you signing 5 originals of the attached certificate at your earliest convenience but not later than Monday October 26, 2009.

Thanks in advance for your assistance.

Very truly yours,

McCall, Parkhurst & Horton L.L.P.

C.D. Polumbo

CDPjbs

**CERTIFICATE FOR RESOLUTION**

**STATE OF TEXAS                    §**  
**COUNTY OF TRAVIS               §**

We, the undersigned officers and members of the Travis County Commissioners Court hereby certify as follows:

1. The County Commissioners of Travis County, Texas (the "County") convened in REGULAR MEETING ON THE 27<sup>th</sup> DAY OF OCTOBER, 2009, at their regular meeting place (the "Meeting"), and the roll was called of the duly constituted officers and members of the County Commissioners, and all of the persons were present, except the following absentees: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

**RESOLUTION OF THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS APPROVING THE ISSUANCE OF RIVER VALLEY INDUSTRIAL DEVELOPMENT CORPORATION REVENUE BONDS (CROSS COUNTY WATER SUPPLY CORPORATION WATER TRANSMISSION PROJECT), SERIES 2009 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000**

was duly introduced for the consideration of the County Commissioners. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the County Commissioners' minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the County Commissioners' minutes of the Meeting pertaining to the passage of the Resolution; that each of the officers and members of the County Commissioners was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, *Texas Government Code*.

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

---

County Clerk  
Travis County, Texas

(SEAL)

**RESOLUTION OF THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS APPROVING THE ISSUANCE OF RIVER VALLEY INDUSTRIAL DEVELOPMENT CORPORATION REVENUE BONDS (CROSS COUNTY WATER SUPPLY CORPORATION WATER TRANSMISSION PROJECT), SERIES 2009 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000**

**WHEREAS**, River Valley Industrial Development Corporation (the "Corporation") has been requested to issue its River Valley Industrial Development Corporation Revenue Bonds (Cross County Water Supply Corporation Water Transmission Project), Series 2009 in an amount not to exceed \$40,000,000 (the "Bonds"); and

**WHEREAS**, the proceeds of the Bonds will be used, in part, to pay a portion of the cost of entering issuing the Bonds and to pay the following costs (collectively, the "Project"): the acquisition of the necessary right of way, surveying, engineering, and construction of an approximately 52 mile long 26 to 32 inch diameter pipeline and ancillary facilities to transport water to retail and wholesale providers within service area primarily in eastern Travis and Williamson counties; and

**WHEREAS**, a notice of public hearing was published in the *Austin American-Statesman*, and *Giddings Times and News*, to the effect that a public hearing would be held on behalf of the Corporation on October 15, 2009, regarding the Bonds and the Project; and

**WHEREAS**, the public hearing was held on October 15, 2009, providing a reasonable opportunity for persons to comment on the Bonds and the Project and minutes of the hearing are attached as Exhibit A hereto (the "Minutes"); and

**WHEREAS**, it is intended that this Resolution shall constitute the approval 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.** Solely for purposes of the approval requirements of Section 147(f) of the Internal Revenue Code, as amended, and for no other purpose, the Commissioners Court hereby approves the Bonds and the facilities to be financed with the proceeds of the Bonds, provided that under no circumstance shall the County shall have any responsibility or liability for the Bonds, nor shall any of its assets be pledged to the payment of the Bonds.

**Section 2.** This Resolution shall take effect from and after its adoption.

## MINUTES OF PUBLIC HEARING

RE: River Valley Industrial Development Corporation Revenue Bonds  
(Cross County Water Supply Corporation Water Transmission Project), Series 2009

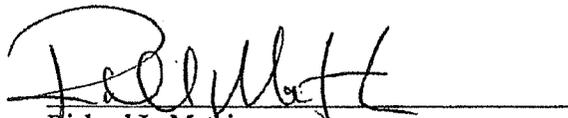
I, Richard L. Mathias, Vice President of River Valley Industrial Development Corporation (the "Issuer"), called a public hearing to order on October 15, 2009 at 100 Congress Avenue, Suite 950, Austin, Texas 78701 at the properly noticed time (12:00 p.m.), with respect to the captioned bonds (the "Bonds").

I declared that the public hearing, required under Section 147(f) of the Internal Revenue Code of 1986, was open for purposes of discussing the issuance by the Issuer of the Bonds in an aggregate principal amount not to exceed \$40,000,000 and the proposal for loaning the Bond proceeds to Cross County Water Supply Corporation to finance certain costs in connection with a water transmission line project as further described in the notice attached hereto as Exhibit "A" (the "Project").

I declared that the required notice of the public hearing was published in the *Austin American-Statesman* on September 28, 2009 and the *Giddings Times & News* on October 1, 2009.

Comments and discussion with respect to the Bonds and the Project are summarized on Exhibit "B" attached hereto.

After sufficient time was given for anyone to make any comments, I declared the public hearing closed.



Richard L. Mathias  
Vice President  
River Valley Industrial Development Corporation

**EXHIBIT B**

I, the authorized Hearing Officer of River Valley Industrial Development Corporation, Lee County and Travis County, Texas, hereby call to order a public hearing and open the hearing with respect to the proposed issuance by River Valley Industrial Development Corporation of a series of bonds (which are referred to hereafter as the "Bonds"). Notice of this Public Hearing was properly published in the *Austin American-Statesman* on September 28, 2009 and in the *Giddings Times & News* on October 1, 2009.

The proceeds of the Bonds will be used by the Corporation to: (i) finance the acquisition of necessary rights of way, surveying, engineering and construction of a 30 inch nominal water pipeline located in Lee and Travis Counties, Texas (located as generally shown on the attached map) and any necessary ancillary facilities, (ii) capitalize approximately 24 months interest on the proposed bonds, (iii) fund a debt service reserve fund for the bonds and (iv) pay certain costs of issuance of the bonds. The maximum aggregate principal amount of the revenue bonds to be issued in one or more series is \$40,000,000. The revenue bonds and the interest thereon shall never constitute and shall not be considered obligations, general or otherwise of the State of Texas; Lee County, Texas; Travis County, Texas or Cottonwood Creek Municipal Utility District No. 1 or any other political subdivision thereof.

Does anyone present wish to speak in favor of the Bonds or the Project?

No member of the public was present.

Does anyone present wish to speak against the Bonds or the Project?

No member of the public was present.

Is there anyone else wishing to speak in favor or against the Bonds or the Project?

No member of the public was present.

There being none, I hereby close this Public Hearing.

**RESOLUTION WITH RESPECT TO FINANCING CERTAIN FACILITIES  
IN TRAVIS COUNTY, TEXAS BY  
RIVER VALLEY INDUSTRIAL DEVELOPMENT CORPORATION**

**WHEREAS**, River Valley Industrial Development Corporation (the "Issuer"), a non-stock, non-profit industrial development corporation, was created by Cottonwood Creek Municipal Utility District No. 1 (the "Unit") pursuant to the Development Corporation Act, as amended (the "Act"), to finance projects located within the State of Texas and within the limits of the Unit or the limits of a different governmental body where the governing body thereof requests that the Issuer exercise its powers therein; and

**WHEREAS**, the Issuer has received a request from Cross County Water Supply Corporation to finance certain water pipeline facilities, more particularly described on Exhibit "A" hereto (the "Project"), located outside the boundaries of the Unit and a portion which is located within the limits of Travis County, Texas (the "County").

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS THAT:**

1. Pursuant to the Act, the Issuer is hereby requested, and the consent of the Commissioners Court of the County is hereby given, (a) to the financing by the Issuer of the Project a portion of which is located within the boundaries of the County and (b) to the conducting by the Issuer of any public hearings required in connection with the financing of the Project.

2. The request and consent contained herein shall not in any way obligate the County with respect to the Project or the financing of the Project.

**PASSED AND ADOPTED** this June 23, 2009.

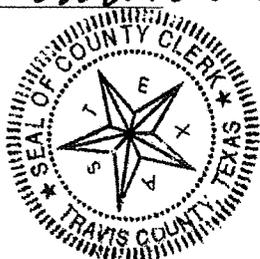
**TRAVIS COUNTY, TEXAS**

By: Samuel T. Biscoe  
County Judge

**ATTEST:**

By: [Signature]  
County Clerk

(SEAL)



*[Faint official stamp]*

G. Porter

JUL 6 2009  
G. Porter

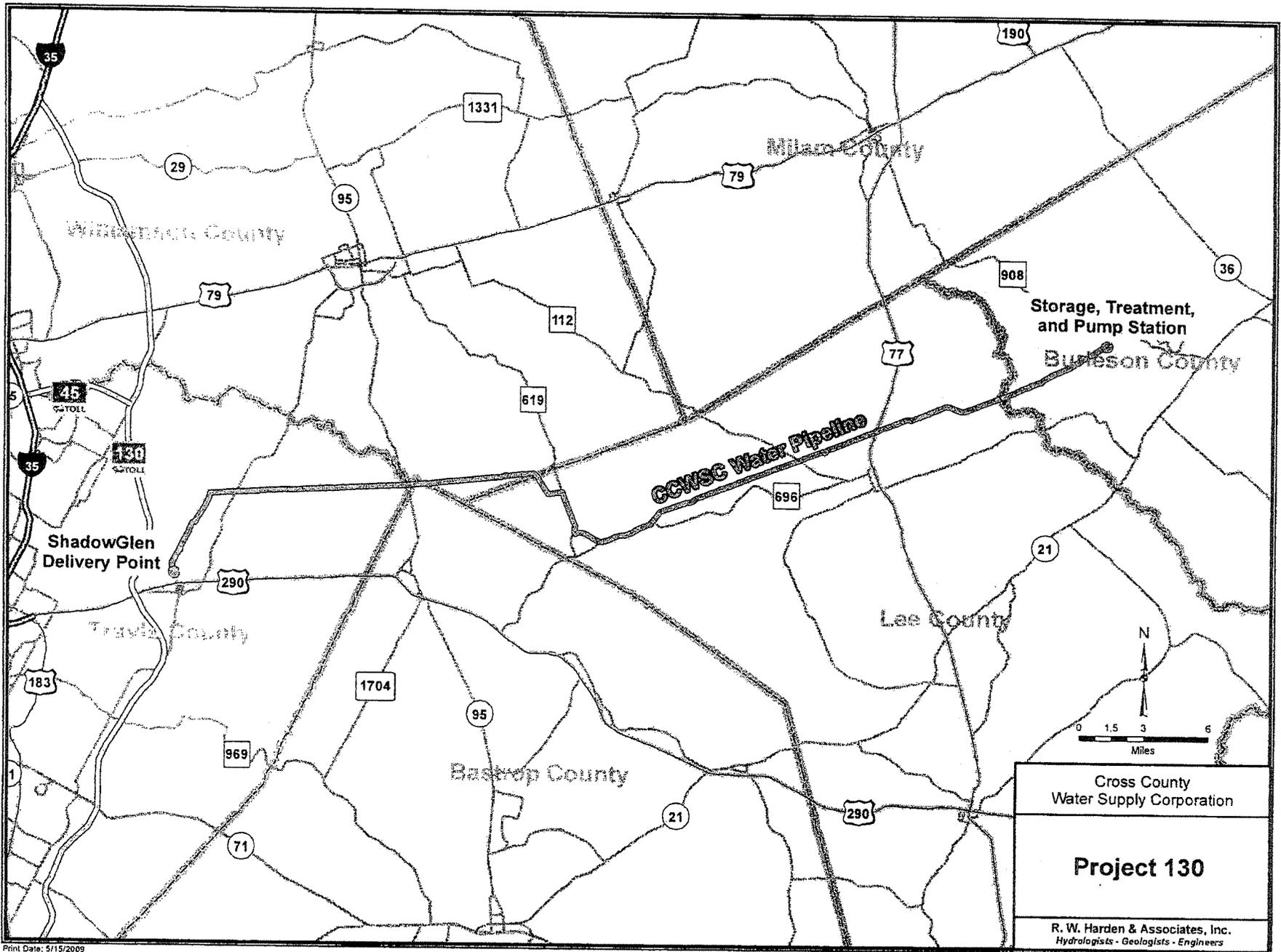
## EXHIBIT A

The project is comprised of the acquisition of necessary right of way, surveying, engineering and construction of an approximately 52 mile long 26 to 32-inch diameter pipeline, and ancillary facilities, to transport water to retail and wholesale providers within the service areas primarily in eastern Travis and Williamson Counties as shown on the attached map. Ancillary facilities required for the project include ground storage and water treatment facilities and a high service pump station. The pipeline is planned to transport up to a maximum of approximately 18 million gallons per day or 20,160 acre-feet per year. The pipeline starts approximately seven miles to the southwest of the City of Caldwell, Burleson County, Texas and terminates at the Shadow Glen elevated Storage tank in Travis County, Texas. Various interconnects will allow for distribution of the water along the pipeline route.

JUL 6 2009

*G. Porter*

G. Porter



Cross County  
Water Supply Corporation

**Project 130**

R. W. Harden & Associates, Inc.  
Hydrologists - Geologists - Engineers

VS 6.23.09 Item # 24

Travis County Commissioners Court Agenda Request

2009 APR 35 PM 10:39  
COMMISSIONERS OFFICE  
TRAVIS COUNTY

Voting Session 6/23/09 (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 request to approve resolution to support Cross Country Water Supply Corporation's financing for a water pipeline facility

C. Approved by: [Signature]  
Commissioner Ron Davis, Precinct One

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

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

Anna Bowlin: 854-9383 Thomas Weber: 854-9383  
Chris Gilmore: 854-9144

III. Required Authorizations: Please check if applicable:

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

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

I, Dana DeGauvoir, 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



JUL 6 2009  
Dana DeGauvoir, County Clerk  
By Deputy

[Signature]  
G. Porter

VS 6.23.09 Dem 29



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

November 10, 2008

MEMORANDUM

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, given my hand and seal of office on JUL 6 2009

Dana DeBeauvoir, County Clerk

By Deputy

*G. Porter*

G. Porter

TO: Member's of the Commissioners Court

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

SUBJECT: Resolution to support Cross Country Water Supply Corporation's financing for a water pipeline facility

Summary and Staff Recommendation

The Cross Country Water Supply Corporation (CCWSC) is planning to build a 52 mile potable water supply line to deliver municipal water to the Hornsby Bend Utility District, several Travis County Municipal Utility Districts and the City of Manor among other users. The purpose of this pipeline is to ensure a long-term, high quality water supply for portions of eastern Travis County.

CCWSC is a non-profit, member owned, water supply corporation that was created in 2007 under Chapter 67 of the Texas Water Code. CCWSC's purpose is to provide infrastructure to transport potable water to and between CCWSC members, and to retail utilities. CCWSC is not a retail provider of water and does not have a Certificate of Convenience and Necessity (CCN). CCWSC provides water to wholesale and retail utilities and therefore is not in competition with CCN holders.

The pipeline will be approximately fifty-two miles long, 30 inches in diameter with a maximum capacity of eighteen millions gallons of potable water per day. Pipeline will begin approximately seven miles southwest of the City of Caldwell and will end at the Shadow Glen elevated storage tank in the City of Manor. The CCWSC pipeline will, in part, be used to convey a long-term high quality, drought proof water supply from the Carrizo-Wilcox aquifer in Burleson County to eastern Travis County. The project will include strategically located interconnects to allow potential CCWSC members and others to tie into the system for emergency or permanent use. The pipeline is considered a common carrier in that any water purveyor can request available capacity in the pipeline. Water transported by this project will provide a replacement and a new supply for this area. The pipeline will go through Burleson, Lee, Bastrop, Williamson and Travis Counties.

The design of the project is seventy percent complete and approximately eighty percent of the right of way for the project has been obtained. The project has received it U.S. Army Corp of

Engineers 404 permit and its TCEQ storm water permit. The project has also received all necessary production and transportation permits from the Post Oak Savannah Groundwater Conservation District to produce and deliver this Carrizo-Wilcox water. The project will go through the permitting process with Travis County.

Staff recommends this resolution.

**Issues and Opportunites**

CCWSC is currently applying for private activity bonds through the River Valley Industrial Development Corporation (RVDC). This type financing must be issued through a governmental entity, therefore Cottonwood Creek MUD 1 has created an Industrial Development Corporation (IDC) that will be the conduit for the sale of the bonds. In order to get these bonds CCWSC is required to obtain a resolution from Travis County and the other counties in which the pipeline will be located. The resolution does not obligate the County with respect to the project or financing the project. The resolution provides Travis County's consent to the financing of the project by the RVDC and by the Issuer (RVDC) to conduct any public hearing required.

**Budget and Fiscal Impact:**

None

**Exhibits:**

Resolution

Map of project location

AB

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



Dana DeBeauvoir, County Clerk

By Deputy:

**JUL 6 2009**  
*Gillian Porter*  
**G. Porter**

## MINUTES OF PUBLIC HEARING

RE: River Valley Industrial Development Corporation Revenue Bonds  
(Cross County Water Supply Corporation Water Transmission Project), Series 2009

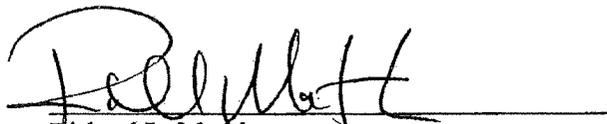
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Richard L. Mathias  
Vice President  
River Valley Industrial Development Corporation



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Does anyone present wish to speak in favor of the Bonds or the Project?

No member of the public was present.

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Is there anyone else wishing to speak in favor or against the Bonds or the Project?

No member of the public was present.

There being none, I hereby close this Public Hearing.





Crime: Cinemark Cedar Park, Cinemark Galleria, Cinemark Southpark Meadows, Cinemark Round

CLASSIFIEDS ■ CALL 445-4090

Monday, September 28, 2009 D9

Lago Vista: Two beautiful homes with large wooded lots and lake views. 3/2, avail. 9/15. \$1000/mo., 4/2, avail. 10/15. \$1200/mo. Near Activity Center, mem. inc. 413-4980 Statesman.com code #MMMU

Nicely updated 3-2-2 in desirable Millwood. Quiet cul-de-sac, exemplary Round Rock schools, lg. fenced yard, approx 1500sqft. \$1250. 512-453-2810

GT- Thousand Oaks 3/2/2. Trees. GDO. no cats/dogs. Monterey Oak fls. r/cpt \$1195 453-5417

RR - Chandler Crk. 3/2/2. Trees, fall color. No cats/dogs, \$995. 453-5417. Good ref/credit.

Phigerville 4/2/2/2/2/1 7 sq. Built 2006, walk to blue ribbon schools. \$1450/mo. 636-6356. Statesman.com code #HLVRH

North - 2/1 CACH fenced yard, large trees, no pets. Screened porch. \$1150/mo. 636-6356. Statesman.com code #HLVRH

Newly remodel-Private 3000 sqft, 4bd/2ba/ din/ break/ 2 car, FP, on 1 acre, surrounded by additional 13 acres. 1835 & FM973. \$1250/mo. 413-9755

Very nice 1100 sqft 3-2-2, CACH, ceiling fans, alarm sys, appliances, fenced bkyrd, schools, mls, new hospital easy access to IH35. \$1150/mo. Call for details 695-4015

3/2/2, Oak Hill, lg fenced yard, oaks, workshop, storage bldg \$1250. No cats/dogs. 453-5417.

Village of Western Oaks - 5908 Brown Rock, 4/2: 1 Story, 2 Dining, Available now, New Carpet \$1495. Agt. 512-327-7229

LAKE TRAVIS WATERFRONT, SW, in Bee Creek - 3br, 3ba, living, dining rm, family rm, decks, secluded, priv dock, deep water, \$1695/mo. 636-0639. Mark

C- Central SC-South Central EC-East Central SE-Southeast NC-North Central SO-South NE-Northeast SW-Southwest NW-North W-West NW-Northwest

C-Shoal Cr/45th, 78731 share 3br choice home, \$545-bills pd. DSH. 512-452-4743

\$500 ABP Lg. 2 story hm, quiet neighborhood near R. Rock Hospital, own bthrm, very near Fernbluff Prk. Steve, 373-3606.

See Rental Locator Map for area locations.

NO-Burnet & Howard Furnished bed, priv frig, computer/internet/long distance, HBO cable. W/D. Avail. now. \$350/mo, all bills paid, \$150 processing. No pets. Paul 512-963-7428

NO-Phigerville central, brand new hm. Lg. Bdrm; I-Net, Cable, priv lg bath. \$500/month ABP. 512-969-0287, 512-992-7388

NW Austin by Lakeway. Large fully furnished poolside m w/ private entrance & bath, cable TV, DVD player, private phone line, hi speed internet. Home has pool, hot tub, W/D, no bills, lease or deposit. \$200/wk or \$800/mo. Call Ron 266-1057

NW-Furnished BD w/ BA, Kitch & Laundry priv, utls included. Call 512-335-1842

2, 900 Rio Grande, as more fully described in the Planning & Development Review Department, file no. C14-2009-0056. This land now is zoned GO-H-General Office district, Historic combining district. The applicant proposes the land be rezoned LR-LI-MU-CO-Neighborhood Commercial district, Historic combining district, Mixed Use combining district, Conditional Overlay combining district.

3, 11606 North IH-35 Service Road Southbound, as more fully described in the Planning & Development Review Department, file no. C14-2009-0071. This land now is zoned LR-Neighborhood Commercial district. The applicant proposes the land be rezoned LR-Neighborhood Commercial Services district.

4, 12412 Limerick Avenue, as more fully described in the Planning & Development Review Department, file no. C14-2009-0078. This land now is zoned NO-Neighborhood Office district. The applicant proposes the land be rezoned LR-Neighborhood Commercial district.

5, 2500 Montopolis Drive, as more fully described in the Planning & Development Review Department, file no. C14-2009-0018. This land now is zoned LI-NP-Limited Industrial Services district, Neighborhood Plan district. The applicant proposes the land be rezoned P-2-Professional Office district, Neighborhood Plan district. Related to Neighborhood Plan Amendment: NPA-2009-0021.01; to change the future land use designation for the specified property within the East Riverside/Giltorf Combined Neighborhood Plan from industry to Civic.

6, 4909 FM 2222, as more fully described in the Planning & Development Review Department, file no. CD-2009-0005. This land now is zoned LA-Lake Austin Residence district; SF-2-Single Family Residence district; SF-6-Townhouse and Condominium Residence district. The applicant proposes the land be rezoned PUD-Planned Unit Development district.

CAPITAL METRO SOLICITATION NOTICE Solicitation packages are downloadable via www.capmetro.org, under Business Center Procurement Opportunities. Check our website often for updates. For more information, contact the Procurement Department at 512.389.7460, Capital Metro, 2910 E. 5th St., Austin, TX 78702.

RFP 118001 Administration of PSA, HRA and COBRA Accounts Offers Due: October 21, 2009, prior to 3:00 p.m.

CITATION BY PUBLICATION THE STATE OF TEXAS CAUSE NO: D-1-GN-09-002331 To: UNKNOWN HEIRS OF CEDRICK G. BAKER

Defendant(s), in the hereinafter styled and numbered cause: YOU (AND EACH OF YOU) HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of 42 days from the date of issuance hereof, that is to say at or before 10 o'clock A.M. of Monday the SEPTEMBER 25, 2009, and answer the ORIGINAL PETITION of Plaintiff(s), filed in the 250TH JUDICIAL DISTRICT COURT of Travis County, Texas, on AUGUST 14, 2009, a default judgment may be taken against you.

Said suit being number D-1-GN-09-002331, in which U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005KSE Plaintiff(s), and DAREYON BAKER; THE UNKNOWN HEIRS AT LAW OF CEDRICK G. BAKER.

Treasurer. Jared M. Cannon, Vice Pres.

The Phigerville Independent School District will open proposals for: District-wide Electronic Surveillance

on October 29, 2009 at 2:00 pm There will be a pre-proposal conference to be held on October 7, 2009 at 9:30 am. All proposals may be returned (by mail or hand carry) to: Phigerville ISD 1401 West Pecan Phigerville, TX 78660 Attn: Purchasing Dept.

Proposal packages are available on the district's website at phigervillesd.net. Interested bidders may contact Craig Puetz, Director of Purchasing, by email at: Craig.Puetz@phigervillesd.net or secure bids at the Phigerville Administration Office, 1401 West Pecan, Phigerville, Texas 78660.

City of Austin Purchasing Office Advertisement 09/28/2009 On October 2, 1995, a revision to the City's MBE/WBE DBEs Ordinance became effective. The Ordinance establishes new goals for MBE/WBE or DBE Participation. Bid/Proposal info: Burton Jones, 974-7278. A MANDATORY Vendor Conf. will be held at NW Recreation Center, 2913 Northland Dr,

Austin, TX at 1:30P on 10/8/09. Offers due prior to 10:30A on 11/5/09. Compliance plans due prior to 2:30P on 11/5/09. Offers will be opened on 10/8/09 at 2:00P.

5. SAR WWTP ROOF REPLACEMENT (CIP 4480 2307 8192). IFB 6100 CLMC094. Pickup bid docs at OTC, STE 760, Attn: Gabriel Stan 974-7151 after 9/28/09. A refundable deposit of \$75 is required. For Info: Robert Egan, 974-7220. A MANDATORY Vendor Conf will be held at S. Austin Regional Wastewater Treatment Plant, Administration Building Conf. Room, 13009 Fallwell Lane, Del Valle, TX 78617 at 8:30A on 10/7/09. Offers due prior to 11:30A on 10/22/09. No Compliance Plan due. Offers will be opened on 10/22/09 at 1:30A.

6. WALLER CREEK CENTER ROOF REPLACEMENT (CIP 3920 2207 7948). IFB 6100 CLMC093. Pickup bid docs at OTC, STE 760, Attn: Gabriel Stan 974-7151 after 9/28/09. A refundable deposit of \$75 is required. For Info: Robert Egan, 974-7220. A MANDATORY Vendor Conf will be held at Waller Creek Center, 625 E. 10th St., 1st fl, 78701 at 1:30P on 10/1/09. Offers due prior to 10:00A on 10/8/09. Compliance plans

due prior to 2:00P on 10/8/09. Offers will be opened on 10/8/09 at 2:00P.

14. WTP4 PLANT STORMWATER FACILITIES (CIP 3960 2207 7097). IFB 6100 CLMC092. Pickup bid docs at OTC, STE 760, Attn: Gabriel Stan 974-7151 after 9/15/09. A refundable deposit of \$50 is required. For Info: Robert Hengst, 974-3490. A MANDATORY Vendor Conf will be held at OTC, 505 Barton Springs Rd. 13th Fl Director Conf Room, Austin, TX 78704, at 3:00P on 9/22/09. Offers due prior to 9:00A on 10/8/09. Compliance plans due prior to 1:00P on 10/8/09. Offers will be opened on 10/8/09 at 1:00P.

B. SERVICES AND SYSTEMS CONTRACTING, / C. COMMODITIES - Solicitations will be issued, and sealed bids or proposals may be received at the Purchasing Office, Municipal Building, 124 W. 8th St., 3rd floor, Room 308/310, telephone number (512) 974-2500, Austin, TX until the dates and times specified on the following item(s):

B. SOLICITATION SERVICES AND SYSTEMS 1. C830013RE-BD2 - MANAGEMENT AND OPERATION OF

statesman.com

CITATION SURROGATES COURT, ORANGE COUNTY THE PEOPLE OF THE STATE OF NEW YORK By the Grace of God Free and Independent

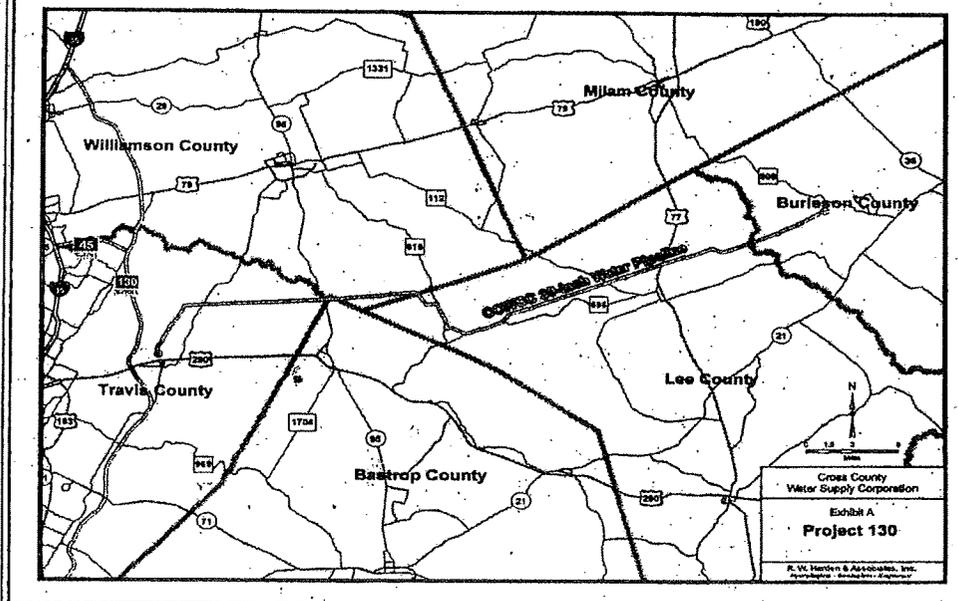
To: MITCHELL FRATELLO, whereabouts unknown, if living and if dead, to his heirs at law, next of kin and distributees whose names and places of residence are unknown, and if he died subsequent to the decedent herein IRENE FRATELLO, July 16, 2005, late of the City of Port Jarvis, County of Orange, State of New York, to his executors, administrators, legatees, devisees, assignees, and successors in interest whose names and places of residence are unknown and to all other heirs at law, next of kin and distributees of IRENE FRATELLO, the decedent herein, who names and places of residence are unknown and cannot after diligent inquiry be ascertained.

An accounting having been duly filed by GLORIA SOBEL SMITH, who is domiciled at 110 Silver Springs Road,

PUBLIC HEARING NOTICE

River Valley Industrial Development Corporation (the "Corporation") will hold a public hearing at 12:00 p. m C. S. T. on October 15, 2009, at 100 Congress Avenue, Suite 950, Austin, Texas 78701. Among the items to be discussed will be the proposal for the issuance by the Corporation of its revenue bonds to: (i) finance the acquisition of necessary rights of way, surveying, engineering and construction of a 30 inch nominal water pipeline located in Lee and Travis Counties, Texas (located as generally shown on the attached map) and any necessary ancillary facilities, (ii) capitalize approximately 24 months interest on the proposed bonds, (iii) fund a debt service reserve fund for the bonds and (iv) pay certain costs of issuance of the bonds. The maximum aggregate principal amount of the revenue bonds to be issued in one or more series is \$40,000,000. The revenue bonds and the interest hereon shall never constitute and shall not be considered obligations, general or otherwise of the State of Texas; Lee County Texas; Travis County, Texas or Cottonwood Creek Municipal Utility District No. 1 or any other political subdivision thereof. All interested persons are invited to attend the public hearing or provide written comments to the address below and express any comments they may have regarding the project and the issuance of the revenue bonds.

River Valley Industrial Development Corporation 100 Congress Avenue, Suite 1300 Austin, Texas 78701 Attention: President, Board of Directors



Cross County Water Supply Corporation Exhibit A Project 130 R. V. Hamilton & Associates, Inc. Professional Mechanical Engineers

est. term & 724

# 26 ✓

Travis County Commissioners Court Agenda Request

Voting Session October 27, 2009  
(Date)

Working Session \_\_\_\_\_  
(Date)

I. A. Request made by: COUNTY ATTORNEY (Tim Labadie) Phone: 854-5864

Signature of Elected Official/Appointed Official/Executive  
Manager/County Attorney

B. Requested Text:

Consider and take appropriate action concerning the offer to settle Travis County's workers compensation lien on the claims of Robert Turman; Subrogation; Executive session also, pursuant to TEX. GOV'T CODE §§ 551.071(1)(B).

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

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

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

Dan Mansour 854-9949

III. Required Authorizations: Please check if applicable:

A. Planning and Budget Office (854-9106)

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

B. Human Resources Department (854-9165)

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

C. Purchasing Office

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

D. County Attorney's Office (854-9415)

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 OCT 15 PM 1:12

**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.

27

VS #

AGENDA REQUEST

Please consider the following item for:

Work Session \_\_\_\_\_ Executive Session 10/27/09 EB Voting Session

I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck)  
Phone: 854-9513  
B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. Unknown (Scott D. Martin Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

C. Approved \_\_\_\_\_ by:

Signature of Commissioner or Judge

II. A. Is backup material attached\*: YES X NO

\*Any backup material to be presented to the court must be submitted with this Agenda Request (Original & Eight copies).

B. Have the agencies affected by this request been invited to attend the Work Session?  
YES X NO \_\_\_\_\_ Please list those contacted and their phone numbers:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005  
J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL

   A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

- Additional funding for your department
- Transfer of funds within your department budget
- A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

60:6 AM 41 10060

RECEIVED COUNTY JUDGE'S OFFICE

# 30

Travis County Commissioners Court Agenda Request

Voting Session 10 / 27 / 09  
(Date)

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

*Carol B. Gieselman*

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

B. Requested Text:

**Consider and take appropriate action on an offer to sell approximately 0.674 (roughly 2/3) of an acre of land, currently used for driveway access to County-owned Balcones Canyonlands Preserve (BCP) property off of F. M. 2769 in Precinct Three.**

C. Approved by: \_\_\_\_\_  
Commissioner Karen Huber, Precinct 3

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

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

<u>Joseph P. Gieselman, TNR</u>	<u>854-9383</u>	<u>Melinda Mallia, TNR</u>	<u>854-9383</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>Donna Williams-Jones, TNR</u>	<u>854-9383</u>
<u>Greg Chico, TNR</u>	<u>854-4659</u>	<u>John Hille, Asst. CA</u>	<u>854-9513</u>
<u>Mike Martino, TNR</u>	<u>854-7646</u>	<u>Chris Gilmore, Asst. CA</u>	<u>854-9455</u>
<u>Rose Farmer, TNR</u>	<u>854-7214</u>		

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Monday for the following week's meeting. Late or incomplete requests will be deferred.

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Please consider the following item for:

DATE OF VOTING SESSION: October 27, 2009

A. REQUEST MADE BY: Commissioner Sarah Eckhardt, Precinct 2  
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO RE-APPOINT MARGIE STEWART ALFORD TO SERVE ON TRAVIS COUNTY HISTORICAL COMMISSION EFFECTIVE IMMEDIATELY THROUGH OCTOBER 31, 2011. (COMMISSIONER ECKHARDT)



\_\_\_\_\_  
COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

**PURCHASING OFFICE (854-9700)**

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposals

**COUNTY ATTORNEY'S OFFICE (854-9415)**

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

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

### TRAVIS COUNTY HISTORICAL COMMISSION

#### Membership Application/Information for Appointment

Name (First, Middle, Last): *MARGIE Stewart Alford*

Address (street, city, zip-code): *5903 Mountainclimb Dr., Austin, 78731*

Mailing Address (if different from above)

Email Address:

Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Travis County Precinct in which you live: 1<sup>st</sup>. \_\_\_\_\_ 2<sup>nd</sup>.  3<sup>rd</sup>. \_\_\_\_\_ 4<sup>th</sup>. \_\_\_\_\_

#### Biographical Information

Employer: \_\_\_\_\_

Occupation/Position: *Investor*

Business Address:

Education: High School  \_\_\_\_\_ College *U.T. Undergraduate*

Degree, certificate, certifications, held: *Meata Art School, San Antonio*

Other schools, training or employment that might aid in preservation work: *Jairfax Hall - Various art schools*

Special Interests and hobbies: *Leadership TexAs '87*

*Art, architecture, sailing, TRAVEL, reading*

Describe any preservation work you have done or reasons why you are interested in being appointed to the Travis County Historical Commission

*San Antonio Conservation Society*

(attach extra sheet, if required):

*I would like to be considered for the Travis County Historical Commission and certify that the above information is true and correct. (Please attach Non-Conflict of Interest Affidavit)*

Signature *Margi Stewart Alford*

Date *Sept 1, 2009*

PAGE

PAGE 1

Travis County Historical Commission Application  
Page 2

**NON-CONFLICT OF INTEREST AFFIDAVIT**

**Definition:**

No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties."

Know All Men By These Present

\_\_\_\_\_ has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this

day of 4 September, 2009.

*Margi Stewart Albred*  
Signature of Applicant

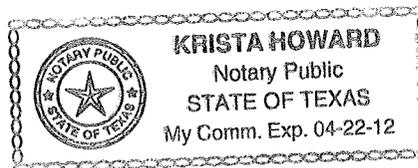
Date *September 4, 2009*

Personally appeared before the undersigned, *Krista Howard*

Who after being duly sworn, deposes and states that the facts stated in the above affidavit are true.

*Krista Howard*  
Notary Public, Travis County, Texas

My commission expires *4/22/2012*





Travis County Commissioners Court Agenda Request

Voting Session Tuesday, October 27, 2009  
(Date)

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

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the  
Voting Session of October 13, 2009**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next meeting.



## MINUTES OF MEETING OCTOBER 13, 2009

### TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 13<sup>th</sup> day of October 2009, the Commissioners' Court convened the Voting Session at 9:16 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Michelle Bryant and Deputy Robert Resnick.

The Commissioners Court retired to Executive Session at 11:25 AM.

The Commissioners Court reconvened the Voting Session at 12:02 PM.

The Commissioners Court recessed the Voting Session at 12:02 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:39 PM and adjourned at 1:40 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:40 PM and adjourned at 1:41 PM.

The Commissioners Court reconvened the Voting Session at 1:41 PM.

The Commissioners Court retired to Executive Session at 2:08 PM.

The Commissioners Court reconvened the Voting Session at 3:49 PM.

The Commissioners Court adjourned the Voting Session at 4:06 PM.

### PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 459 AND 460 OF APACHE SHORES, FIRST INSTALLMENT. (COMMISSIONER HUBER) (ACTION ITEM #14) (9:17 AM)

**Clerk's Note:** This Item is a public hearing to receive comments. Please refer to Agenda Item 14 for a summary of the action item.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Huber to open the public hearing.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Members of the Court heard from:** Joe Gieselman, Executive Manager, Transportation and Natural Resources (TNR).

**Motion by** Commissioner Huber **and seconded by** Commissioner Gómez to close the public hearing.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

### CITIZENS COMMUNICATION

**Members of the Court heard from:** Gus Peña, Travis County Resident; and Ronnie Gjemre, Travis County Resident. (9:18 AM)

### CONSENT ITEMS

**Motion by** Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C2 and Items 3, 4.A&B, 5, 6, 7, 8, 12, 14, 15, 17, 18, 19, 24, and A4. (9:27 AM)

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF SEPTEMBER 29, 2009.

### RESOLUTIONS AND PROCLAMATIONS

- 2. APPROVE RESOLUTION RECOGNIZING ROBERT A. FURTADO FOR HIS DEVOTION AND LOYALTY TO THE TEACHINGS OF ENVIRONMENTAL SCIENCES AND THE NAMING OF A TRIBUTARY OF BULL CREEK AS "FURTADO CREEK." (COMMISSIONER ECKHARDT) (9:30 AM)

**Members of the Court heard from:** Jacob Daniel Apodaca, Lower Colorado River Authority (LCRA) and Colorado River Watch Network; Jack Goodman, Former Manager; Colorado River Watch Network; Jennifer Quereau, former student of Robert Furtado; and Joe Muck, former student of Robert Furtado.

**Motion by** Commissioner Eckhardt **and seconded by** Judge Biscoe to approve the Resolution in Item 2.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

### PLANNING AND BUDGET DEPT. ITEMS

3. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:27 AM)

**Clerk's Note:** Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (9:27 AM)
  - A. GRANT CONTRACT TO OFFICE OF THE GOVERNOR, DIVISION OF EMERGENCY MANAGEMENT FOR THE EMERGENCY MANAGEMENT PERFORMANCE GRANT IN THE EMERGENCY SERVICES DEPARTMENT; AND
  - B. AMENDMENT TO THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM CONTRACT IN ORDER TO INCREASE THE GRANT AWARD FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT TO PROVIDE HOUSEHOLD HEATING AND COOLING ENERGY ASSISTANCE TO AN ADDITIONAL 188 HOUSEHOLDS.

**Clerk's Note:** Items 4.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### ADMINISTRATIVE OPERATIONS ITEMS

5. 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 \$817,572.16 FOR THE PERIOD OF SEPTEMBER 25 TO OCTOBER 1, 2009. (9:27 AM)

**Clerk's Note:** Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9: 27 AM)

**Clerk's Note:** Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON A LICENSE AGREEMENT BETWEEN TRAVIS COUNTY AND STANDARD PARKING, INC. FOR PARKING SPACES AT 9<sup>TH</sup> STREET AND LAVACA [[AND RATIFICATION OF PRIOR LICENSE]]. (9: 27 AM)

**Clerk's Note:** Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUEST TO SET OCTOBER 28, 2009 AT 2:00 P.M., AS THE TIME FOR THE GRAND OPENING CEREMONY OF THE TRAVIS COUNTY CORRECTIONAL COMPLEX BUILDING 12. (9: 27 AM)

**Clerk's Note:** Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDATION TO DELEGATE THE CHIEF INFORMATION OFFICER OF INFORMATION AND TELECOMMUNICATIONS SYSTEMS THE AUTHORITY TO ACCEPT CISCO NETWORK EQUIPMENT DONATED BY INX, INC. FOR USE BY TRAVIS COUNTY. (9:17 AM)

Item 9 was postponed.

### JUSTICE AND PUBLIC SAFETY ITEMS

- 10. CONSIDER AND TAKE APPROPRIATE ACTION ON A TEMPLATE INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND ALL OF THE EMERGENCY SERVICES DISTRICTS WHOLLY WITHIN TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES. (9:36 AM)

**Members of the Court heard from:** Danny Hobby, Executive Manager, Travis County Emergency Services.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve Item 10.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 11. CONSIDER AND TAKE APPROPRIATE ACTION ON A TEMPLATE INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND ALL OF THE SMALL CITIES AND VILLAGES WHOLLY WITHIN TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES. (9:51 AM)

**Members of the Court heard from:** Danny Hobby, Executive Manager, Travis County Emergency Services.

**Motion by** Commissioner Huber **and seconded by** Commissioner Gómez to approve Item 11.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

12. CONSIDER AND TAKE APPROPRIATE ACTION ON AN INTERLOCAL CONTRACT WITH CAPITAL AREA COUNCIL OF GOVERNMENTS FOR USE OF REVENUE RETURNED UNDER COMMISSION ON STATE EMERGENCY COMMUNICATIONS RULE, UNDER SECTION 771 OF THE TEXAS HEALTH AND SAFETY CODE. (9: 27 AM)

**Clerk's Note:** Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### PURCHASING OFFICE ITEMS

13. APPROVE CONTRACT AWARD FOR IFB NO. B100001-DR, RESIDENTIAL ROOF REPAIR/REPLACEMENT SERVICES, TO THE LOW BIDDER, VALDEZ REMODELING AND WEATHERIZATION INC. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (2:08 PM) (3:50 PM)

**Clerk's Note:** Judge Biscoe announced that Item 13 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez that we reject all bids and authorize Staff to rebid.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

14. RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 459 AND 460 OF APACHE SHORES, FIRST INSTALLMENT. (COMMISSIONER HUBER) (9: 27 AM)

**Clerk's Note:** Item 14 is the action item for the public hearing on Agenda Item 1.

**Clerk's Note:** Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. CONSIDER AND TAKE APPROPRIATE ACTION ON ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES FOR A PORTION OF ELROY ROAD AND ROSS ROAD, PORTIONS OF TWO ROAD IN PRECINCT FOUR. (COMMISSIONER GÓMEZ) (9: 27 AM)

**Clerk's Note:** Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

## OTHER ITEMS

### AT 1:30 P.M.

16. RECEIVE PRESENTATION FROM THE COUNCIL ON AT RISK YOUTH (CARY). (1:41 PM)

**Members of the Court heard from:** Adrian Moore, Executive Director, Council on At-Risk Youth (CARY); Shana Fox, Youth Advisor, Dobie Middle School; Sally Ingall, Youth Advisor, CARY; Wesley Vincik, Youth Advisor, Alternative Learning Center and Pierce Middle School; Keshawn Ross, CARY participant; Brandon Miranda, CARY participant; and Eduardo Salazar, CARY participant.

Discussion only. No formal action taken.

- 17. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9: 27 AM)

**Clerk's Note:** Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 18. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT NUMBER SEVEN TO THE MEMORANDUM OF UNDERSTANDING RELATING TO SECURITY FOR THE COMBINED TRANSPORTATION, EMERGENCY & COMMUNICATIONS CENTER, EXTENDING THE SCOPE OF WORK FOR THE TRAVIS COUNTY SHERIFF'S OFFICE THROUGH FISCAL YEAR 2010. (9: 27 AM)

**Clerk's Note:** Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 19. CONSIDER AND TAKE APPROPRIATE ACTION TO DIRECT TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICES STAFF, ALONG WITH APPROPRIATE STAFF WITH THE CITY OF AUSTIN HEALTH AND HUMAN SERVICES DEPARTMENT, TO WORK TOGETHER WITH PERSONNEL OF THE TRAVIS COUNTY SHERIFF'S DEPARTMENT AND THE INCORPORATED CITIES WITHIN TRAVIS COUNTY TO PROPOSE RECOMMENDATIONS TO IMPROVE ANIMAL CONTROL COORDINATION FOR CONSIDERATION AS PART OF THE FISCAL YEAR 2011 BUDGET PROCESS. (COMMISSIONER HUBER) (9: 27 AM)

**Clerk's Note:** Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 20. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT OF ECONOMIC DEVELOPMENT AGREEMENT BETWEEN TRAVIS COUNTY AND SIMON PROPERTY GROUP, INC. (DOMAIN). (JUDGE BISCOE) (10:48 AM)

**Members of the Court heard from:** Mary Etta Gerhardt, Assistant County Attorney.

**Motion by** Commissioner Davis **and seconded by Commissioner Gómez** to approve Item 20.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

21. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUEST FROM THE CITY OF AUSTIN TO PARTICIPATE IN THE COMPREHENSIVE PLANNING PROCESS. (10:50 AM)

**Members of the Court heard from:** Joe Gieselman, Executive Manager, TNR; and Gus Peña, Travis County Resident.

Discussion only. No formal action taken.

Item 21 to be reposted on October 20, 2009.

22. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE COMPOSITION OF THE CAPITAL METROPOLITAN BOARD OF DIRECTORS: (10:01 AM)

A. RECENT LEGISLATION REGARDING SUCH COMPOSITION AND AUTHORIZATION FOR TRAVIS COUNTY TO MAKE AN APPOINTMENT; AND

B. STEPS TRAVIS COUNTY SHOULD TAKE TO COMPLY WITH NEW LAW, INCLUDING ADOPTION OF A NEW PROCESS FOR FILLING COUNTY VACANCY.

**Clerk's Note:** Items 22.A&B are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Deece Eckstein, Intergovernmental Relations Officer; Nancy McDonald, Take on Traffic; Ronnie Gjemre, Travis County Resident; and Gus Peña, Travis County Resident.

**Motion by** Commissioner Eckhardt **and seconded by** Commissioner Huber to pursue a non-Commissioners Court appointee to Capital Metro.

**Withdrawal of the previous Motion was made by** Commissioner Eckhardt.

Item 22 to be reposted on October 20, 2009.

23. RECEIVE UPDATE AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY PARTICIPATION IN THE CENSUS 2010 COMPLETE COUNT COMMITTEE WITH THE CITY OF AUSTIN, INCLUDING: (10:32 AM)
- A. UPDATE ON PLANNING EFFORTS; AND
  - B. CONSIDERATION AND ADOPTION OF TRAVIS COUNTY NOMINEES TO THE 2010 CENSUS AUSTIN-TRAVIS COUNTY STEERING COMMITTEE AND THE 2010 CENSUS AUSTIN-TRAVIS COUNTY LEADERSHIP COUNCIL.

**Clerk's Note:** Items 23.A& are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Deece Eckstein, Intergovernmental Relations Officer; Ronnie Gjemre, Travis County Resident; and Gus Peña, Travis County Resident.

Discussion only. No formal action taken.

Item 23 to be reposted on October 20, 2009.

24. RECEIVE FISCAL YEAR 2010 FORFEITED PROPERTY ACCOUNT BUDGET FROM THE TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 59.06(D) OF THE TEXAS CODE OF CRIMINAL PROCEDURE. (9: 27 AM)

**Clerk's Note:** Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

## EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

25. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET. AL. <sup>1</sup> (11:25 AM) (3:50 PM)

**Clerk's Note:** Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 25 to be reposted on October 20, 2009.

**Clerk's Note:** Judge Biscoe noted that this Item will be reposted with additional wording, broken down into three or four parts that will allow the Court to take multiple actions, as appropriate.

26. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL LEASE OF REAL ESTATE IN NORTH AUSTIN FOR THE TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT. <sup>1 AND 2</sup> (11:25 AM) (2:08 PM) (3:51 PM)

**Clerk's Note:** Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Motion by Judge Biscoe and seconded by Commissioner Davis** that we authorize Facilities Management staff to assist with the lease negotiation.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

27. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING CLAIMS BY ALICIA PEREZ. <sup>1</sup> (2:08 PM) (3:51 PM)

**Clerk's Note:** Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Clerk's Note:** Items 27 and 28 are associated with one another and were called for concurrent discussion.

**Motion by Judge Biscoe and seconded by Commissioner Huber** that we authorize the County Judge and Commissioner Gómez to get with our lawyers and meet with legal counsel for both of these claimants to discuss this matter further, with an eye to having it back on the Court's Agenda on October 20, 2009 for appropriate action.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Items 27 and 28 to be reposted on October 20, 2009.

28. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING CLAIM BY LINDA MOORE SMITH. <sup>1</sup> (2:08 PM) (3:51 PM)

**Clerk's Note:** Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Clerk's Note:** Items 27 and 28 are associated with one another and were called for concurrent discussion. Please refer to Item 27 for a summary of the action taken by the Court.

- 29. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING POTENTIAL LEASE BETWEEN THE HOUSING AUTHORITY OF TRAVIS COUNTY AND TRAVIS COUNTY FOR PROPERTY LOCATED NEAR HIGHLAND MALL. <sup>1</sup> AND <sup>2</sup> (11:25 AM) (2:08 PM) (3:52 PM)

**Clerk's Note:** Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we authorize Facilities Management Staff to join with Health and Human Services (HHS) to negotiate a possible lease of this real estate.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 30. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN AREA. <sup>1</sup> AND <sup>2</sup> (11:25 AM) (2:08 PM) (3:52 PM)

**Clerk's Note:** Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Discussion only. No formal action taken.

Item 30 to be reposted on October 20, 2009.

**Clerk's Note:** The Commissioners Court directed Staff to mull over this possibility and have it back on the Court's Agenda next week, October 20, 2009 for possible action.

- 31. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO LANCE BIGHEART. <sup>1</sup> (11:25 AM) (3:53 PM)

**Clerk's Note:** Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we accept the offer of \$1,257.60 to settle this matter.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 32. RECEIVE LEGAL BRIEFING REGARDING GEORGE GIKAS V. TRAVIS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS; LESTER MEIER RODEO COMPANY; AND TEXAS STYLE PROFESSIONAL EVENT PLANNERS, INC. AND TAKE APPROPRIATE ACTION. <sup>1</sup> (11:25 AM) (3:53 PM)

**Clerk's Note:** Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we authorize the County Attorney to file an appropriate cross claim in this matter to protect the interests of Travis County

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

33. RECEIVE LEGAL BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE CONTESTED CASE HEARING ON THE PENDING APPLICATION FOR THE PROPOSED SOLID WASTE AMENDMENT TO EXPAND WASTE MANAGEMENT OF TEXAS LANDFILL LOCATED ON GILES ROAD NEAR STATE HIGHWAY 290 EAST. <sup>1</sup>  
(11:25 AM) (2:08 PM) (4:04 PM)

**Clerk's Note:** Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Motion by** Commissioner Davis **and seconded by** Commissioner Gómez that we direct the Travis County Attorney's Staff to continue to pursue an effort, through the Administrative Law Judge efforts, and to report back to the Commissioners Court as soon as this particular issue is finalized. Travis County may position itself to take other actions after the last action by the Administrative Law Judge has taken place.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

34. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE OFFER TO SETTLE TRAVIS COUNTY'S WORKERS COMPENSATION LIEN ON THE CLAIMS OF BENJAMIN MALDONADO; SUBROGATION. <sup>1</sup> (11:25 AM)  
(3:54 PM)

**Clerk's Note:** Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez that we accept the counter offer of \$6,000.00 to be paid to Travis County by the insurance carrier.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## ADDED ITEMS

A1. CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS RELATED TO THE PROGRAM YEAR 2008 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD): (9:54 AM)

A. REQUEST DECEMBER 2 THROUGH 16, 2009 AS THE 15-DAY PUBLIC COMMENT PERIOD FOR THE PUBLIC TO REVIEW AND COMMENT ON THE DRAFT;

**Members of the Court heard from:** Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS).

**Motion by Judge Biscoe and seconded by** Commissioner Gómez to approve Item A1.A.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

A1. CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS RELATED TO THE PROGRAM YEAR 2008 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD): (9:55 AM)

B. REQUEST TO SET A PUBLIC HEARING DATE ON DECEMBER 8, 2009 TO RECEIVE PUBLIC COMMENT; AND

**Members of the Court heard from:** Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS).

**Motion by** Commissioner Gómez **and seconded by** Commissioner Huber to approve Item A1.B.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**ITEM A1 CONTINUED**

- A1. CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS RELATED TO THE PROGRAM YEAR 2008 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD): (9:55 AM)
  - C. AUTHORIZE ADVERTISEMENT ANNOUNCING, IN NEWSPAPERS OF GENERAL CIRCULATION, THE PUBLIC HEARING DATE AND THE 15-DAY PUBLIC COMMENT PERIOD.

**Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item A1.C.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- A2. CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS RELATED TO SUBSTANTIAL AMENDMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: (9:55 AM)

- A. RECEIVE OVERVIEW OF RECOMMENDED SUBSTANTIAL AMENDMENTS FOR FOUR CDBG PROJECTS;

**Members of the Court heard from:** Christy Moffett, Social Services Manager, TCHHS; and Sherri Fleming, Executive Manager, TCHHS&VS.

No action required on Item A2.A.

**ITEM A2 CONTINUED**

A2. CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS RELATED TO SUBSTANTIAL AMENDMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: (9:58 AM)

B. REQUEST TO SET NOVEMBER 11 THROUGH DECEMBER 10, 2009 AS THE 30-DAY PUBLIC COMMENT PERIOD FOR THE PUBLIC TO REVIEW AND COMMENT ON THE DRAFT;

**Members of the Court heard from:** Christy Moffett, Social Services Manager, TCHHS.

**Motion by Judge Biscoe and seconded by Commissioner Huber** to approve Item A2.B.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

A2. CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS RELATED TO SUBSTANTIAL AMENDMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: (9:59 AM)

C. REQUEST TO SET A PUBLIC HEARING DATE ON NOVEMBER 24, 2009 TO RECEIVE PUBLIC COMMENT; AND

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve Item A2.C.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**ITEM A2 CONTINUED**

A2. CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS RELATED TO SUBSTANTIAL AMENDMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: (9:59 AM)

D. AUTHORIZE ADVERTISEMENT ANNOUNCING, IN NEWSPAPERS OF GENERAL CIRCULATION, THE PUBLIC HEARING DATE AND THE 30-DAY PUBLIC COMMENT PERIOD.

**Members of the Court heard from:** Christy Moffett, Social Services Manager, TCHHS.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Huber to approve Item A2.D.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

A3. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING APPLICATION FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) FUNDS THROUGH THE TEXAS STATE COMPTROLLER'S STATE ENERGY CONSERVATION OFFICE - COMPETITIVE GRANT TO USE FOR THE INSTALLATION OF DISTRIBUTABLE RENEWABLE ENERGY POWER GENERATION FACILITIES AT TRAVIS COUNTY OWNED FACILITIES LOCATED AT THE EXPOSITION CENTER AND AT THE SAN ANTONIO PARKING GARAGE. (3:54 PM)

**Members of the Court heard from:** Roger El Khoury, Director, Facilities Management.

Discussion only. No formal action taken.

Item A3 to be reposted on October 20, 2009.

- A4. RECEIVE NOTICE OF GOVERNOR RICK PERRY'S APPOINTMENT OF JEFFREY L. ROSE, AS JUDGE OF THE 353<sup>RD</sup> JUDICIAL DISTRICT COURT, TRAVIS COUNTY AND TAKE APPROPRIATE ACTION. (9: 27 AM)

**Clerk's Note:** Item A4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

## ADJOURNMENT

**Motion by** Commissioner Davis **and seconded by** Commissioner Gómez to adjourn the Voting Session. (4:06 PM)

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## MINUTES APPROVED BY THE COMMISSIONERS' COURT

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Date of Approval

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Samuel T. Biscoe, Travis County Judge

# C4

Travis County Commissioners Court Agenda Request

Voting Session 10/27/09  
(Date)

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

*Carol B. Gieselman*

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

B. Requested Text:

**Consider and take appropriate action on approving the setting of a Public Hearing on November 17, 2009 to receive comments regarding a request to authorize the filing of an instrument to vacate eight 5' drainage easements located on Lots 1 and 2 within Block 48 of Austin Lake Hills, Section One and Lots 3 and 20 within Block 48 of Austin Lake Hills, Section Three – all being in Travis County, Precinct 3.**

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

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

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

<u>John Hille:</u>	<u>854-9415</u>	<u>Joe Arriaga:</u>	<u>854-7562</u>
<i>HL</i> <u>Anna Bowlin:</u>	<u>854-7561</u>	<u>Don Grigsby:</u>	<u>854-7560</u>
<u>Jim Fulton:</u>	<u>854-9383</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 OCT 14 PM 4:04

**AGENDA REQUEST DEADLINE:** This Agenda Request complete with backup memorandum and exhibits **MUST** be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

### MEMORANDUM

DATE: October 6, 2009

TO: Members of the Commissioners' Court

THROUGH:   
Joseph P. Gieselmann, Executive Manager

FROM:  Anna Bowlin, Division Director - Development Services

SUBJECT: **Consider and take appropriate action on approving the setting of a Public Hearing on November 17, 2009 to receive comments regarding a request to authorize the filing of an instrument to vacate eight 5' drainage easements located on Lots 1 and 2 within Block 48 of Austin Lake Hills, Section One and Lots 3 and 20 within Block 48 of Austin Lake Hills, Section Three – all being in Travis County, Precinct 3.**

#### Summary and Staff Recommendation:

Michael Lackey, through his agent and as the owner of Lot 1, has submitted a request to vacate eight 5' drainage easements within his neighborhood. The easements are located as follows: two along the common lot line of Lots 1 and 2; two along the common lot line of Lots 2 and 3; two along the common lot line of Lots 3 and 20; and two along the common lot line of Lots 20 and 1. Lots 1 and 2 are within Austin Lake Hills, Section One as recorded in Book 12, Page 61 of the Plat Records of Travis County, Texas. Lots 3 and 20 are within Austin Lake Hills Section Three as recorded in Book 13, Page 36 of the Plat Records of Travis County, Texas. Lots 2 and 3 front on Lipan Trail while Lots 1 and 20 fronts on Presa Arriba Road. Both roads are maintained by Travis County.

The purpose of this request is so that Mr. Lackey can receive the proper permits to upgrade a failing septic system. With the current location of the subject drainage easements, the proposed new septic system and its drain field would violate the 25' minimum septic system setback restriction.

Also, with Mr. Lackey not being the owner of Lots 2, 3, and 20, he has received permission from those lot owners to vacate the easements on their lots that are considered part of this request. The owners of Lots 2, 3, and 20 have agreed in writing to this vacation request.

Page 2

October 6, 2009

Professional Engineer Kimbirle Geary has stated:

“...by vacating the drainage easements, as described on the enclosed survey and Exhibit A (metes and bounds description), no adverse or harmful events could occur. The drainage easements were written into the plat notes and have never been in use. Storm water flows to the drainage ditches along the streets.”

Travis County Engineer, Don Grigsby, has stated he has no objections to this vacation. TNR staff recommends the vacation of the eight 5’ drainage easements as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

**Budgetary and Fiscal Impact:**

None.

**Issues and Opportunities:**

The vacation of the eight 5’ drainage easements will allow the Mr. Lackey to replace the current failing septic system on Lot 1. He has received permission from adjacent lot owners to also vacate drainage easements on their lots so that those particular easements will not be within the 25’ septic setback restriction. Approving this vacation request will allow Mr. Lackey to receive the proper permits so that he can upgrade his lot’s failing septic system without encroaching on surrounding drainage easement setbacks. Travis County has relied on Ms. Geary’s professional opinion as a Professional Engineer in regards to this vacation.

**Required Authorizations:**

None.

**Exhibits:**

Order of Vacation

Field Notes and Sketch

Letter of Request/Engineer’s letter

Owner’s release letters

Location Maps

PS:AB:ps

1105 Austin Lake Hills, Section One & Three

**ORDER OF VACATION**

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

WHEREAS, the property owner Lot 1 requests the vacation of eight 5' drainage easements located along the common lot lines of Lots 1 and 2, Lots 2 and 3, Lots 3 and 20, and Lots 20 and 1, with Lots 1 and 2 being within Block 48 of Austin Lake Hills, Section One as recorded in Book 12, Page 61 of the Real Property Records of Travis County, Texas and Lots 3 and 20 being within Block 48 of Austin Lake Hills Section Three as recorded in Book 13, Page 36 of the Real Property Records of Travis County, Texas, for the purpose of receiving the proper permits to upgrade a failing septic system without violating a 25' setback restriction to drainage easements; and

WHEREAS, a Professional Engineer has stated, "...that by vacating the drainage easements...no adverse or harmful events could occur. The drainage easements were written into the plat notes and have never been in use. Storm water flows to the drainage ditches along the streets."; and

WHEREAS, a Travis County Engineer has stated that there is no objection to the vacation of the eight 5' drainage easements as described in the attached field notes and sketch; and

WHEREAS, the owners of Lots 2, 3, and 20 have stated in writing that they have no objection to this vacation request as it pertains to easements located on their lots; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the eight 5' drainage easements as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on November 17, 2009 to consider the proposed action; and

NOW, THEREFORE, the Commissioners Court of Travis County, Texas orders that the eight 5' drainage easements located along the common lot lines of Lots 1 and 2, Lots 2 and 3, Lots 3 and 20 and Lots 20 and 1, with Lots 1 and 2 being within Block 48 of Austin Lake Hills, Section One as recorded in Book 12, Page 61 and Lots 3 and 20 being within Block 48 of Austin Lake Hills Section Three, and as described in the attached field notes, are, in accordance with State Law, hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

\_\_\_\_\_  
COMMISSIONER SARAH ECKHARDT  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER KAREN HUBER  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR

DRAINAGE EASEMENT  
VACATION

MICHAEL LACKEY  
Lot 1, Block 48  
Austin Lake Hills Sec. 1

EXHIBIT "A"

BEING 1158 SQUARE FEET OF LAND OUT OF AND A PART OF LOT 1, BLOCK 48, AUSTIN LAKE HILLS SECTION ONE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 12, PAGE 61 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID LOT 1, BLOCK 48, CONVEYED UNTO MICHAEL LACKEY BY DEED RECORDED IN DOCUMENT NO. 2007167763 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1158 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON PLAT OF 1101 VILLAGE WEST DRIVE, AUSTIN, TEXAS ATTACHED HERETO:

BEGINNING at a 1/2" diameter iron pin found at the southeast corner of said Lot 1, Block 48 and the southwest corner of Lot 2, Block 48 on the north line of Lot 3, Block 48, Austin Lake Hills Section Three according to the map or plat thereof recorded in Book 13, Page 36 of the Plat Records of Travis County, Texas;

THENCE with the south line hereof, the south line of said Lot 1, Block 48, S 61°-07'-59" W 4.41 feet to a 1/2" diameter iron pin found at the northwest corner of said Lot 3, Block 48 and the northeast corner of Lot 20, Block 48 of said Austin Lake Hills Section Three;

THENCE continuing with the south line hereof, the south line of said Lot 1, Block 48 and the north line of said Lot 20, Block 48, S 61°-08'-12" W 119.74 feet to a 1/2" diameter iron pin found at the southwest corner of said Lot 1, Block 48 and the northwest corner of said Lot 20, Block 48 on the east right-of-way line of Presa Arriba Road for the southwest corner hereof;

THENCE with the west line hereof, the west line of said Lot 1, Block 48 and the east right-of-way line of said Presa Arriba Road, N 28°-58'-47" W 5.00 feet to a point for the westernmost northwest corner hereof;

THENCE through the interior of said Lot 1, Block 48, with the north line hereof 5.00 feet from and parallel with the south line of said Lot 1, Block 48, N 61°-08'-12" E 119.14 feet to a point for an ell corner;

THENCE continuing through the interior of said Lot 1, Block 48 with the west line hereof 5.00 feet from and parallel with the east line of said Lot 1, Block 48, N 28°-59'-00" W 107.66 feet to a point on the north line of said Lot 1, Block 48 and the south right-of-way line of Village West Drive for the northern most northwest corner hereof;

THENCE with the north line hereof with the curving north line of said Lot 1, Block 48 and the south right-of-way line of said Village West Drive, a chord that bears N 66°-38'-12" E 5.02 feet to a 1/2" diameter iron pin found at the northeast corner of said Lot 1, Block 48 and the northwest corner of said Lot 2, Block 48 for the northeast corner hereof;

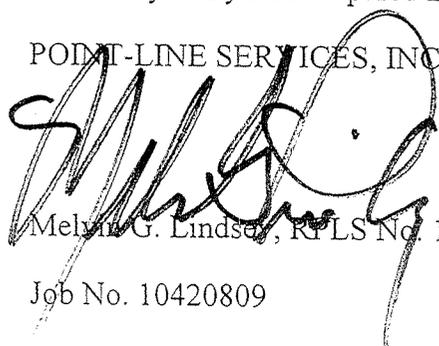
THENCE with the east line hereof, the east line of said Lot 1, Block 48 and the west line of said Lot 2, Block 48, S 28°-59'-00" E 112.17 to the Point-of-Beginning.

Bearing Basis: Common line between Lots 1 and 2, Block 48 as found marked on the ground by existing 1/2" diameter iron pins.

TRAVIS CAD Ref. No. 01313811080000

As Surveyed By and Prepared By:

POINT-LINE SERVICES, INC.



Melvin G. Lindsey, RPLS No. 1587

Job No. 10420809



DRAINAGE EASEMENT  
VACATION

THOMAS HEFTER  
Lot 2, Block 48  
Austin Lake Hills Sec. 1

EXHIBIT "A"

BEING 1111 SQUARE FEET OF LAND OUT OF AND A PART OF LOT 2, BLOCK 48, AUSTIN LAKE HILLS SECTION ONE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 12, PAGE 61 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID LOT 2, BLOCK 48, CONVEYED UNTO THOMAS HEFTER BY DEED RECORDED IN DOCUMENT NO. 2003181342 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1111 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON PLAT OF 1106 LIPAN TRAIL, AUSTIN, TEXAS ATTACHED HERETO:

BEGINNING at a 1/2" diameter iron pin found at the southwest corner of said Lot 2, Block 48 and the southeast corner of Lot 1, Block 48 on the north line of Lot 3, Block 48, Austin Lake Hills Section Three according to the map or plat thereof recorded in Book 13, Page 36 of the Plat Records of Travis County, Texas;

THENCE with the west line hereof, the west line of said Lot 2, Block 48 and the east line of said Lot 1, Block 48, N 28°-59'-00" W 112.17 feet to a 1/2" diameter iron pin found at the northwest corner of said Lot 2, Block 48 on the south right-of-way line of Village West Drive for the northwest corner hereof;

THENCE with the north line hereof with the curving north line of said Lot 2, Block 48 and the south right-of-line of said Village West Drive, a chord that bears N 66°-55'-07" E 5.03 feet to a point for the northernmost northeast corner hereof;

THENCE through the interior of said Lot 2, Block 48 with the east line hereof 5.00 feet from and parallel with the west line of said Lot 2, Block 48, S 28°-59'-00" E 106.68 feet to a point for an ell corner;

THENCE continuing through the interior of said Lot 2, Block 48, with the north line hereof 5.00 feet from and parallel with the south line of said Lot 2, Block 48 and the north line of said Lot 3, Block 48, N 61°-13'-53" E 110.37 feet to a point on the east line of said Lot 2, Block 48 and the west right-of-way line of Lipan Trail for the easternmost northeast corner hereof;

THENCE with the east line hereof, the east line of said Lot 2, Block 48 and the west right-of-way line of said Lipan Trail, S 28°-59'-00" E 5.00 feet to a 1/2" diameter iron pin found at the southeast corner of said Lot 2, Block 48 and the northeast corner of said Lot 3, Block 48 for the southeast corner hereof;

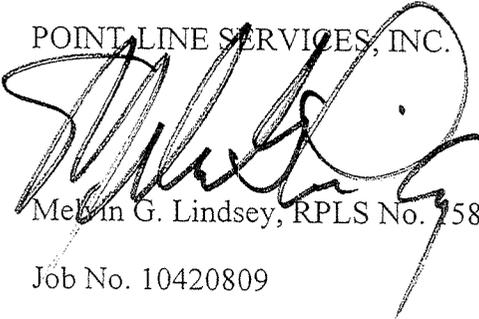
THENCE with the south line hereof, the south line of said Lot 2, Block 48 and the north line of said Lot 3, Block 48, S 61°-13'-53" W 115.37 feet to the Point-of-Beginning.

Bearing Basis: Common line between Lots 1 and 2, Block 48 as found marked on the ground by existing 1/2" diameter iron pins.

TRAVIS CAD Ref. No. 01313811090000

As Surveyed By and Prepared By:

POINT LINE SERVICES, INC.

  
Melvin G. Lindsey, RPLS No. 7587  
Job No. 10420809



DRAINAGE EASEMENT  
VACATION

MICHAEL R. and  
BARBARA C. STINNETT  
Lot 3, Block 48  
Austin Lake Hills Sec. 3

EXHIBIT "A"

BEING 1074 SQUARE FEET OF LAND OUT OF AND A PART OF LOT 3, BLOCK 48, AUSTIN LAKE HILLS SECTION THREE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 13, PAGE 36 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID LOT 3, BLOCK 48, CONVEYED UNTO MICHAEL R. AND BARBARA C. STINNETT BY DEED RECORDED IN DOCUMENT NO. 2003272827 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1074 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON PLAT OF 1104 LIPAN TRAIL, AUSTIN, TEXAS ATTACHED HERETO:

BEGINNING at a 1/2" diameter iron pin found at the northwest corner of said Lot 3, Block 48 and the northeast corner of Lot 20, Block 48 on the south line of Lot 1, Block 48, Austin Lake Hills Section One according to the map or plat thereof recorded in Book 12, Page 61 of the Plat Records of Travis County, Texas;

THENCE with the north line hereof, the north line of said Lot 3, Block 48 and the south line of said Lot 1, Block 48, N 61°-07'-59" E 4.41 feet to a 1/2" diameter iron pin found at the southeast corner of said Lot 1, Block 48 and the southwest corner of Lot 2, Block 48 of said Austin Lake Hills Section One;

THENCE continuing with the north line hereof, the north line of said Lot 3, Block 48 and the south line of said Lot 2, Block 48, N 61°-13'-53" E 115.37 feet to a 1/2" diameter iron pin found at the northeast corner of said Lot 3, Block 48 for the northeast corner hereof, on the west right-of-way line of Lipan Trail;

THENCE with the east line hereof, the east line of said Lot 3, Block 48 and the west right-of-way line of said Lipan Trail, S 28°-40'-49" E 5.00 feet to a point for the easternmost southeast corner hereof;

THENCE through the interior of said Lot 3, Block 48 with the south line hereof 5.00 feet from and parallel with the north line of said Lot 3, Block 48, S 61°-13'-53" W 114.76 feet to a point for an ell corner;

THENCE continuing through the interior of said Lot 3, Block 48, with the east line hereof 5.00 feet from and parallel with the west line of said Lot 3, Block 48, S 28°-49'-55" E 95.00 feet to a point on the south line of said Lot 3, Block 48 and the north line of Lot 4, Block 48 for the southernmost southeast corner hereof;

THENCE with the south line hereof, the south line of said Lot 3, Block 48 and the north line of said Lot 4, Block 48, S 61°-09'-05" W 5.00 feet to a point at the common corners of Lots 3, 4, 19 and 20, Block 48 for the southwest corner hereof;

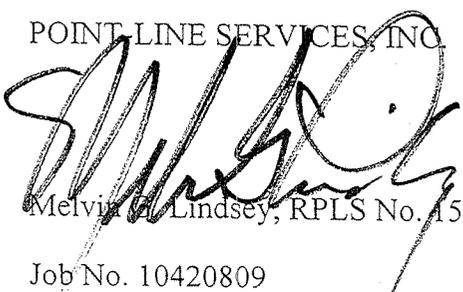
THENCE with the west line hereof, the west line of said Lot 3, Block 48 and the east line of said Lot 20, Block 48, N 28°-49'-55" W 100.00 feet to the Point-of-Beginning.

Bearing Basis: Common line between Lots 1 and 2, Block 48 as found marked on the ground by existing 1/2" diameter iron pins.

TRAVIS CAD Ref. No. 01313811100000

As Surveyed By and Prepared By:

POINT-LINE SERVICES, INC.

  
Melvin G. Lindsey, RPLS No. 1587

Job No. 10420809



DRAINAGE EASEMENT  
VACATION

JOHN C. CHUMNEY, JR.  
Lot 20, Block 48  
Austin Lake Hills Sec. 3

EXHIBIT "A"

BEING 1074 SQUARE FEET OF LAND OUT OF AND A PART OF LOT 20, BLOCK 48, AUSTIN LAKE HILLS SECTION THREE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 13, PAGE 36 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID LOT 3, BLOCK 48, CONVEYED UNTO JOHN C. CHUMNEY, JR. BY DEED RECORDED IN DOCUMENT NO. 2003069966 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1074 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON PLAT OF 1009 PRESA ARRIBA ROAD, AUSTIN, TEXAS ATTACHED HERETO:

BEGINNING at a 1/2" diameter iron pin found at the northeast corner of said Lot 20, Block 48 and the northwest corner of Lot 3, Block 48 on the south line of Lot 1, Block 48, Austin Lake Hills Section One according to the map or plat thereof recorded in Book 12, Page 61 of the Plat Records of Travis County, Texas;

THENCE with the east line hereof, the east line of said Lot 20, Block 48 and the west line of said Lot 3, Block 48, S 28°-49'-55" E 100.00 feet to a point at the common corners of Lots 3, 4, 19 and 20, Block 48 for the southeast corner hereof;

THENCE with the south line hereof, the south line of said Lot 20, Block 48 and the north line of said Lot 19, Block 48, S 61°-09'-05" W 5.00 feet to a point for the southernmost southwest corner hereof;

THENCE through the interior of said Lot 20, Block 48 with the west line hereof 5.00 feet from and parallel with the east line of said Lot 20, Block 48 and the west line of said Lot 3, Block 48, N 28°-49'-55" W 95.00 feet to a point for an ell corner;

THENCE continuing through the interior of said Lot 20, Block 48, with the south line hereof 5.00 feet from and parallel with the north line of said Lot 20, Block 48 and the south line of said Lot 1, Block 48, S 61°-08'-12" W 114.75 feet to a point on the west line of said Lot 20, Block 48 and the east right-of-way line of Presa Arriba Road for the westernmost southwest corner hereof;

THENCE with the west line hereof, the west line of said Lot 20, Block 48 and the east right-of-way line of said Presa Arriba Road, N 28°-40'-49" W 5.00 feet to a 1/2" diameter iron pin found at the northwest corner of said Lot 20, Block 48 and the southwest corner of said Lot 1, Block 48 for the northwest corner hereof;

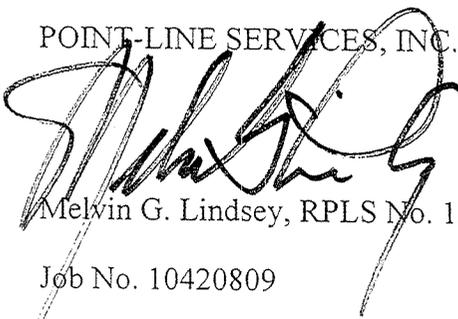
THENCE with the north line herein, the north line of said Lot 20, Block 48 and the south line of said Lot 1, Block 48, N 61°-08'-12" E 119.74 feet to the Point-of-Beginning.

Bearing Basis: Common line between Lots 1 and 2, Block 48 as found marked on the ground by existing 1/2" diameter iron pins.

TRAVIS CAD Ref. No. 01313811070000

As Surveyed By and Prepared By:

POINT-LINE SERVICES, INC.

  
Melvin G. Lindsey, RPLS No. 1587

Job No. 10420809

PLS-2009  
August/Field Notes



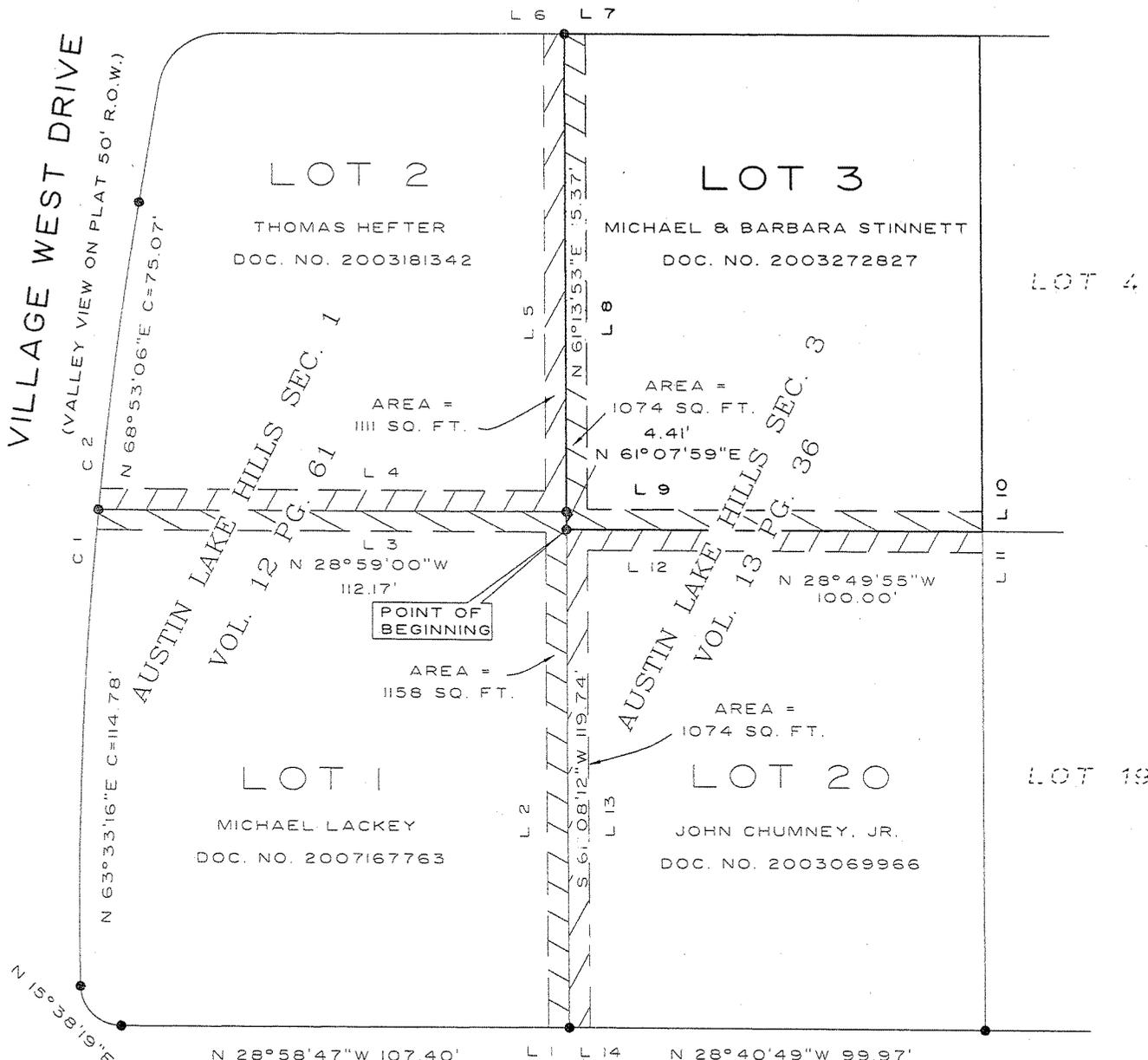
SURVEY PLAT OF: 1104 LIPAN TRAIL, AUSTIN, TEXAS.

LEGAL DESCRIPTION: LOT 3, BLOCK 48, AUSTIN LAKE HILLS, SEC. THREE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 13, PAGE 36, PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

REFERENCE: MICHAEL & BARBARA STINNETT

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR DRAINAGE EASEMENT VACATION

LIPAN TRAIL (50' R.O.W.)



LINE TABLE

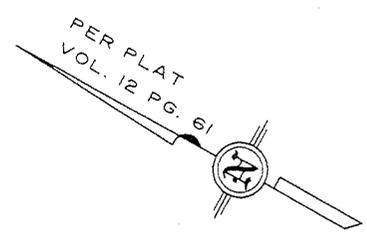
COURSE	BEARING	DISTANCE
L 1	N 28°58'47"W	5.00'
L 2	N 61°08'12"E	119.14'
L 3	N 28°59'00"W	107.66'
L 4	S 28°59'00"E	106.68'
L 5	N 61°13'53"E	110.37'
L 6	S 28°59'00"E	5.00'
L 7	S 28°40'49"E	5.00'
L 8	S 61°13'53"W	114.76'
L 9	S 28°49'55"E	95.00'
L 10	S 61°09'05"W	5.00'
L 11	S 61°09'05"W	5.00'
L 12	N 28°49'55"W	95.00'
L 13	S 61°08'12"W	114.75'
L 14	N 28°40'49"W	5.00'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CH.BEARING
C 1	1020.71'	5.02'	0°16'55"	5.02'	N 66°38'12"E
C 2	1020.71'	5.03'	0°16'56"	5.03'	N 66°55'07"E

**LEGEND**

- 1/2" IRON PIN FOUND
- 1/2" IRON PIN W/CAP SET
- 1/2" IRON PIPE FOUND
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ( ) RECORD INFORMATION
- /// WOOD FENCE
- OO— CHAIN LINK FENCE
- X— WIRE FENCE
- OHU— OVERHEAD UTILITIES
- ← GUY WIRE



COPYRIGHT 2009 POINT-LINE SERVICES, INC.

Use of this survey for any other purpose or other parties shall be at their risk and undersigned is not responsible to others for any loss resulting therefrom.

Dated this the 27th day of August, 2009

Job No. 10420809 Scale: 1" = 40'

TRAVIS CAD REF. NO. 01313811100000

**POINT-LINE SERVICES, INC.**

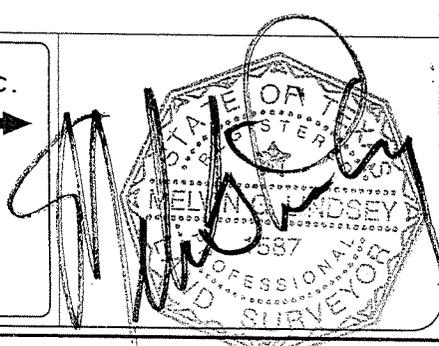
LAND & ENGINEERING SURVEYING

MELVIN LINDSEY, R.P.L.S. 1587

9200 CAMERON ROAD, SUITE 160

AUSTIN, TEXAS 78754

TEL.(512)339-0808 FAX(512)339-0807



## Kim Geary, P.E.

Post Office Box 3034, Austin, Texas 78764  
(512) 416-0217

September 30, 2009

Mr. Paul Scoggins  
Travis County TNR  
411 West 13<sup>th</sup> St.  
P. O. Box 1748  
Austin, Texas 78767

Re: Abandonment of Drainage Easements  
1101 Village West Dr.  
Austin, Tx 78733

Lot 1, Blk 48, Austin Lake Hills Sec. 1  
Travis County

Dear Mr. Scoggins,

This letter is to certify that by vacating the drainage easements, as described on the enclosed survey and Exhibit A (metes and bounds description), no adverse or harmful events could occur. The drainage easements were written into the plat notes and have never been in use. Storm water flows to the drainage ditches along the streets.

Your expeditions review of this request is greatly appreciated. **The septic system has failed causing the owners to vacate the premises. A replacement system cannot be installed until these easements are abandoned.**

Sincerely,

*Kim Geary*





# TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

## EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1104 LIAN TRL AUSTIN TX 78733 (address) and/or LOT 3 BLK 48 AUSTIN LAKE HILLS SEC 3 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

### STATEMENT



We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Signature

Michael R. Skinnett / BARS Skinnett

Printed Name

Title

Utility Company or District

Date

Please return this completed form to:

KIM GEARY P.E.  
Name

PO BOX 3034  
Address

AUSTIN TX 78764  
City/State/Zip



# TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

## EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1101 VILLAGE WEST DR AUSTIN TX 78733 (address) and/or LOT 1 BLK 48 AUSTIN LAKE HILLS SEC 1 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

### STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Signature

Michael D. Hackey

Printed Name

owner

Title

Utility Company or District

9-24-2009

Date

Please return this completed form to:

KIM GEARY P.E.

Name

PO BOX 3034

Address

AUSTIN TX 78764

City/State/Zip



# TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

## EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1106 LIPAN TRI AUSTIN TX 78733 (address) and/or LOT 2 BLK 48 AUSTIN LAKE HILLS SEC 1 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

### STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Tom Hefter  
Signature

Tom Hefter  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Utility Company or District

\_\_\_\_\_  
Date

Please return this completed form to:

KIM GEARY P.E.  
Name

PO BOX 3034  
Address

AUSTIN TX 78764  
City/State/Zip



# TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

## EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1009 PRESA ARRIBA RD AUSTIN TX 78733 (address) and/or LOT 20 BLK 48 AUSTIN LAKE HILLS SEC 3 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

### STATEMENT

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

[Signature]  
Signature  
John C. Chumney Jr.  
Printed Name  
OWNER  
Title  
\_\_\_\_\_  
Utility Company or District  
9/18/09  
Date

Please return this completed form to:

KIM GEARY P.E.  
Name  
PO BOX 3034  
Address  
AUSTIN TX 78764  
City/State/Zip

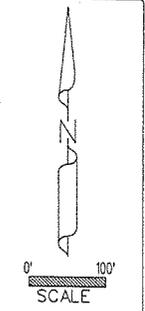
- Lots 1 & 2, Austin Lake Hills, Sec One, Blk 48  
 - Lots 3 & 20, Austin Lake Hills, Sec Three, Blk 48  
 - Vacate 8-5' DEs along common lot lines  
 of Lots 1 & 2, 2 & 3, 3 & 20, and 20 & 1.



REVISIONS  
 6/2003 LWH

JURISDICTIONS  
 EAMES ISD  
 WCD NO. 18  
 TRAVIS COUNTY

TRAVIS CENTRAL APPRAISAL DISTRICT  
 P.O. Box 148012  
 Austin, TX 78714  
 Internet Address WWW.TRAVISCAD.ORG  
 Main Telephone Number (512)834-9317  
 Fax Number (512)835-5371  
 Appraisal Information (512)834-9138  
 TDD (512)836-3328



MAP NO. 13138

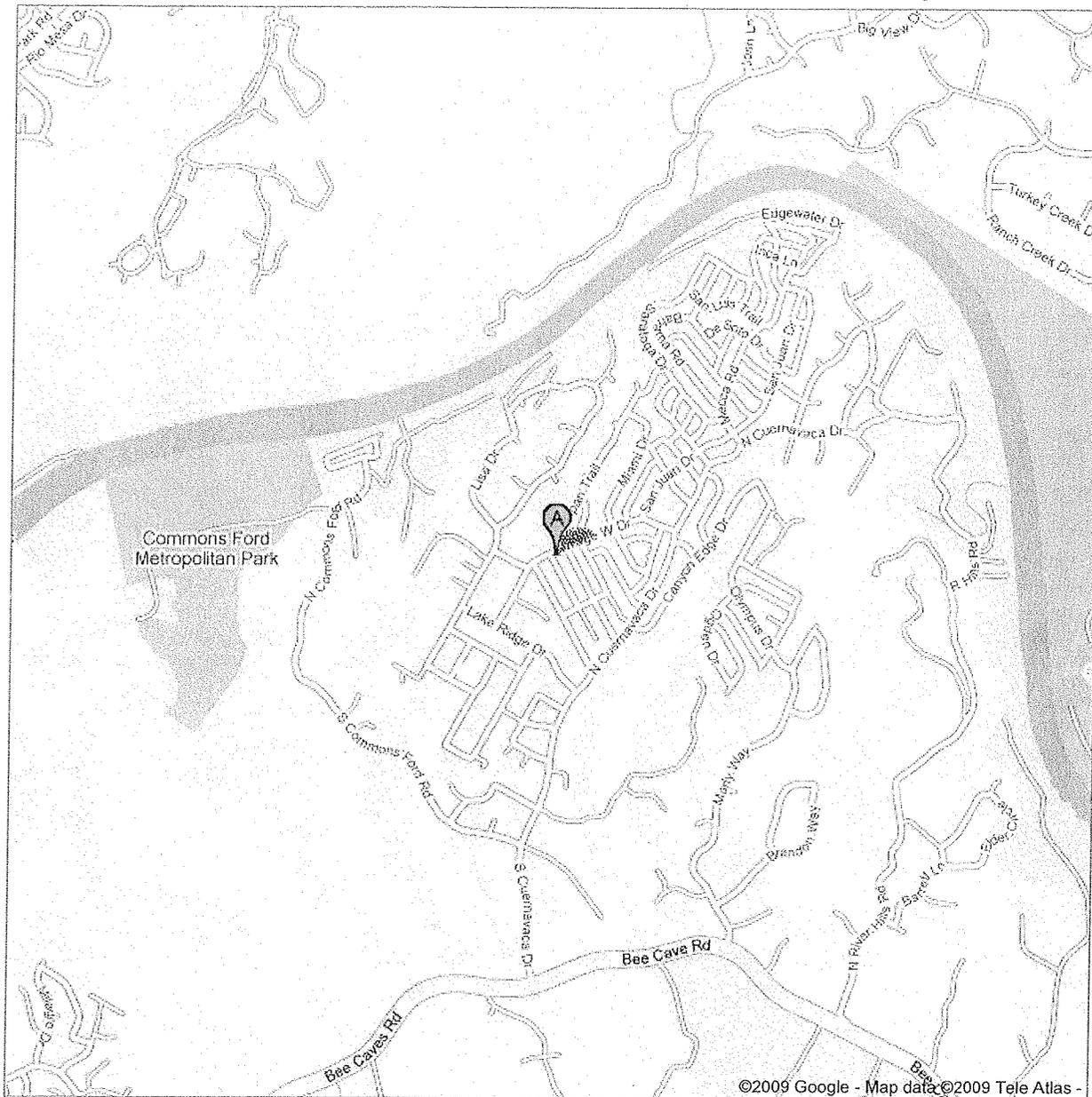
13340	13338	13336
13140	12938	12936
12940	12938	12936

1" = 400' MAP REFERENCE 12647

Google maps

Address **1101 Village W Dr**  
**Austin, TX 78733**

Notes Lot 1 & 2, Block 48, Austin Lake Hills Section One  
Lot 3 & 20, Block 48, Austin Lake Hills Section Three  
Request to vacate eight 5' drainage easements, Precinct 3





**C5**

WS # \_\_\_\_\_

VS # \_\_\_\_\_

**TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST**

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

Voting Session 10/27/09

*Carol B. Gieselman*

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

B. Requested Text:

**Approve setting a Public Hearing on November 17, 2009 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along the common lot line of Lots 44 and 45, Block N of Apache Shores, Section Five – a subdivision in Travis County, Precinct 3.**

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

II. A. Is backup material attached?\*

Yes X No \_\_\_

\*Any backup material to be presented to the court must be submitted with this Agenda.

Request – 1 original and 8 copies

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

Yes X No \_\_\_ Please list those contacted and their phone number.

John Hille - 854-9415

Austin American-Statesman

*JM* Anna Bowlin - 854-9383

Joe Arriaga - 854-9383

Jim Fulton - 854-9383

III. PERSONNEL

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

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately.

\_\_\_ Additional funding for your department

\_\_\_ Transfer of funds within your department budget

\_\_\_ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

**AGENDA REQUEST DEADLINES**

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 OCT 14 PM 4:04



---

## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER  
411 West 13th Street  
Executive Office Building  
P.O. Box 1748  
Austin, Texas 78767  
tel 512-854-9383  
fax 512-854-4649

### MEMORANDUM

DATE: October 7, 2009

TO: Members of the Commissioners' Court

THROUGH:   
Joseph P. Gieselmann, Executive Manager

FROM:  Anna Bowlin, Division Director – Development Services

SUBJECT: Approve setting a Public Hearing on November 17, 2009 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along the common lot line of Lots 44 and 45, Block N of Apache Shores, Section Five – a subdivision in Travis County, Precinct 3.

#### Summary and Staff Recommendation:

TNR has received a request to vacate two 5' public utility easements (PUE) located along the common lot line of Lots 44 and 45 within Block N of Apache Shores, Section Five. The easements are dedicated per plat note. Lots 44 and 45 both front on Shawnee Circle, a street maintained by Travis County.

According to the request letter, the purpose of this vacation request is so that the owner can build a single family residence and install a septic system. These proposed improvements will cross the common lot line of the subject lots.

The utility companies known to be operating in the area have stated that they have no objection to vacating the subject easements. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

#### Budgetary and Fiscal Impact:

None.

#### Issues and Opportunities:

Travis County has no need for the subject easements and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easements need to be retained for the surrounding property owners. TNR staff foresees no reason for opposition to this vacation.

Page 2

October 7, 2009

**Required Authorizations:**

All responding utility companies known to be serving this area have stated that they have no need to retain the easements as described in the attached field notes and sketch.

**Exhibits:**

Order of Vacation

Field Notes and Sketch

Letter of Request

Statements from utility companies

Maps

PS:AB:ps

1105 Shawnee Circle

09-PUE-07

**ORDER OF VACATION**

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

WHEREAS, the property owner requests the vacation of two 5' public utility easements located along the common lot line of Lots 44 and 45 within Block N of Apache Shores, Section Five as recorded in Volume 55, Page 41 of the Plat Records of Travis County, Texas, so that the owner can construct a single family residence and install a septic system across the common lot line of the subject lots without encroaching on the two 5' public utility easements; and

WHEREAS, utility providers knowing to be serving the area have indicated that they have no need for the two 5' public utility easements requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the two 5' public utility easements as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on November 17, 2009 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two 5' public utility easements located along the common lot line of Lots 44 and 45 within Block N of Apache Shores, Section Five, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

\_\_\_\_\_  
COMMISSIONER SARAH ECKHARDT  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER KAREN HUBER  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR

STAN COALTER  
RPLS, LSLS

CARLA SHIPMAN  
OFFICE MANAGER

**J.S. COALTER & ASSOCIATES**  
REGISTERED PROFESSIONAL LAND SURVEYOR  
LICENSED STATE LAND SURVEYOR

905 N. IH 35, SUITE 108  
ROUND ROCK, TEXAS 78664

(512) 255-8211 TELEPHONE  
(512) 255-8263 FACSIMILE

**FIELD NOTES FOR RELEASE OF PUBLIC UTILITY EASEMENTS\***

BEING A PART OF LOTS 44 AND 45, BLOCK "N", APACHE SHORES SECTION NO. 5, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 55, PAGE 41, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at a point on the line dividing Lot 44 and Lot 45, Block "N", Apache Shores Section No. 5, from which the northwest corner of said Lot 44 and the southwest corner of Lot 45 bears N 18° 32' W a distance of 10.00 feet;

THENCE N 8° 28' E a distance of 5.00 feet with the easterly line of an existing 10.00 foot wide public utility easement (PUE) to the northwest corner hereof;

THENCE N 81° 32' E a distance of 181.41 feet with the north line of the existing 5.00 foot wide PUE to the northeast corner hereof in the westerly line of a 5.00 foot wide PUE;

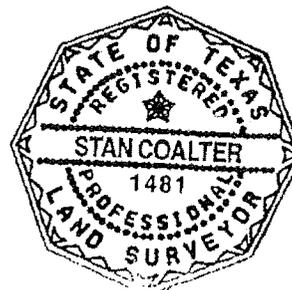
THENCE S 26° 27' W a distance of 10.51 feet with the westerly line of said 5.00 foot wide PUE to the southeast corner hereof;

THENCE N 81° 32' W a distance of 178.16 feet with the southerly line of the existing 5.00 foot wide PUE to the southwest corner hereof in the easterly line of a 10.00 foot wide PUE;

THENCE N 8° 28' E a distance of 5.00 feet with the easterly line of said 10.00 wide PUE to the Place of Beginning, containing 1798 square feet of land.

COALTER & ASSOCIATES, SURVEYORS

Stan Coalter, RPLS, LSLS  
10-01-09 File No. 09040



SURVEY SKETCH ATTACHED

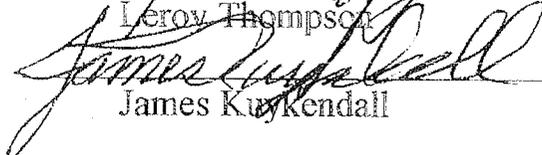


Dear Paul Scoggins      Date: 10-5-09

RE: Lots 44&45 1417 Shanee Circle (Apache Shores Sub.)

The reason that we needed to combine the two lots 44&45 is to be able to construct the Septic System and the House to meet the requirements of the Subdivision. These two lots where to smail to be able to Build on.If you need more information please call.

  
\_\_\_\_\_  
Leroy Thompson

  
\_\_\_\_\_  
James Kuykendall



**SOUTHWESTERN BELL TELEPHONE COMPANY**

**RELEASE OF EASEMENT**

THIS RELEASE OF EASEMENT, entered into by **SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, AND Leroy Thompson, GRANTEE**, wherein GRANTOR does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEES, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEES situated in Travis County, Texas, and described as follows:

Lots 44 and 45, Apache Shores, Section 5, Block N, Deed of record in Volume 13139, Page 2800, Property Records of Travis County, Texas

Said land of GRANTEES being subject to:

*Easement recorded in Volume 55, Page 41, Plat Records of Travis County, Texas,*

The portion of said easement to be hereby released is described as follows:

*All of that 5 foot PUE on either side of the common side property lines of Lots 44 and 45, described above,*

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 21<sup>st</sup> day of AUGUST, 2009

SOUTHWESTERN BELL TELEPHONE COMPANY



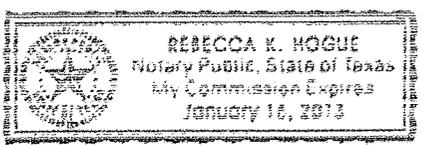
Name: STEVE FOURNIER

Title: MANAGER ENGINEERING

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STEVE FOURNIER, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 21<sup>st</sup> day of AUGUST, 2009.



  
Notary Public in and for the State of TEXAS  
My Commission Expires JAN. 16, 2013



# TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

OK Hum

3812 Eck Lane • Austin, Texas 78734  
• Phone (512) 266-1111 • Fax (512) 266-2790

## UTILITY EASEMENT RELEASE APPLICATION

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

A release of the following utility easement(s) is hereby requested.  
 ((\$25.00 fee(s) required))

Property Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

25.00 CASH via \_\_\_\_\_

1417 SHAWNEE CIR.

LOT 44 + 45 Block N SEAT. 5 APACHE SHORES

Easement between the 2 lots as per conversation

A plat drawing with the easement highlighted must accompany this application.

5-14-09

Applicant Name: LEROY E THOMPSON 560.7287 cell

Address: 1504 REMMINGTON RD.  
AUSTIN TX 78734

Reason for Request: SEPTIC SYSTEM

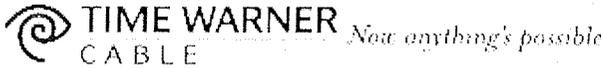
Water District 17 **DOES NOT** have a need for an easement on the property as described in the accompanying document. The easement(s) is (are) hereby released.

Water District 17 **DOES** have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Deborah S. Gernes 5/14/09

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Deborah S. Gernes \_\_\_\_\_  
Printed Name \_\_\_\_\_  
General Manager \_\_\_\_\_  
Title \_\_\_\_\_

Please return this completed form to: \_\_\_\_\_  
Name \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address \_\_\_\_\_  
Fax: \_\_\_\_\_  
City/State/Zip \_\_\_\_\_



STATE OF TEXAS  
COUNTY OF TRAVIS

RELEASE OF EASEMENT

WHEREAS, the plat of Lots 44 and 45, Section 5, Block N, Apache Shores, Austin, Texas, a subdivision in the County of Travis, of record in Volume 55, Page 41, of the Plat Records of Travis County, Texas, and said plat record reflects a five foot public utility easement along either side of the common lot lines of said subdivision for the installation of public utilities; AND

WHEREAS, all utilities are in place within other dedicated easements on said lots and no further need exists for the above easements as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, in the above addressed lots in said subdivision.

EXECUTED this 22nd day of August, 2009.

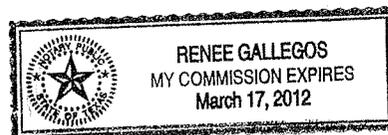
  
Laurie Schumpert, Designer  
Time Warner Cable

BEFORE ME, the undersigned authority, on this day personally appeared Laurie Schumpert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed, as the act and deed for Time Warner Cable, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 22nd day of August, 2009.

  
Notary Public, State of Texas

My commission expires: 3/17/2012



# Lots 44 & 45, BIK N of Apache Shores, Sec 5

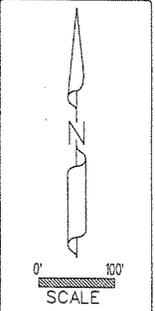
## Vacate Two 5' PUEs.



REVISIONS  
05/06/2003 LHM

JURISDICTIONS  
LAKE TRAVIS ISD  
TCESD NO.6  
WCD NO.17  
TRAVIS COUNTY

TRAVIS CENTRAL APPRAISAL DISTRICT  
8314 Cross Park Drive  
P.O. Box 149012  
Austin, TX 78714  
Internet Address WWW.TRAVISCAD.ORG  
Main Telephone Number (512)834-9317  
Fax Number (512)835-5371  
Appraisal Information (512)834-9158  
TDD (512)836-3328



MAP NO.  
14360

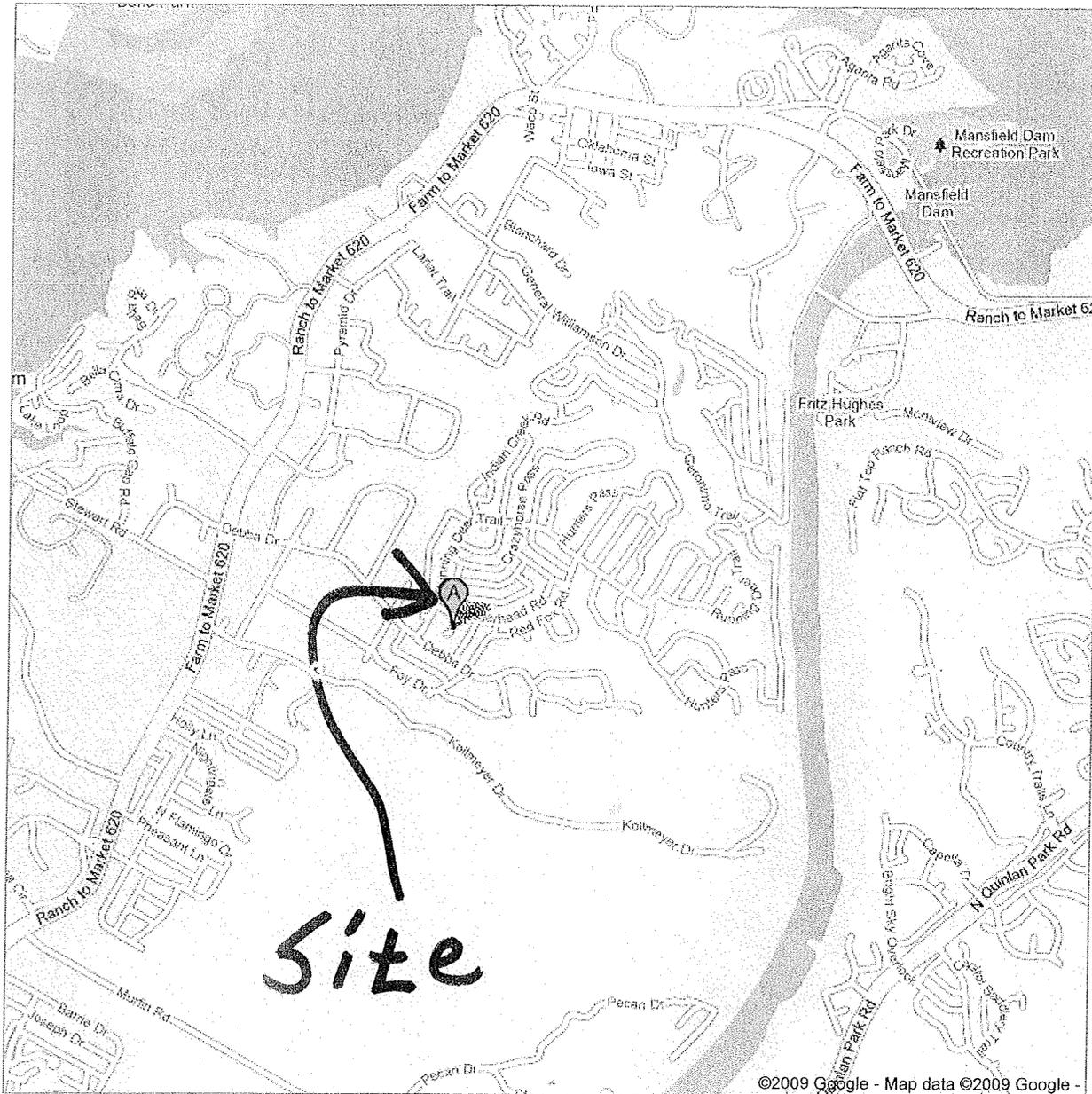
14563	14560	14558
14363		14358
14163	14160	14158

1" = 400' MAP REFERENCE  
14267

Google maps

Address 1417 Shawnee Cir  
Lakeway, TX 78734

Notes Apache Shores, Section Five,  
Block N, Lots 44 and 45  
Vacate two 5' PUEs along the  
common lot line located in  
Princt Three, Commissioner  
Huber.



**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session October 27, 2009 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
Elected Official
- B. Requested Text: Receive summary report from Travis County ESD #3 about the success of Fire Academy #7 cadet programs.

Approved by: *Karen Huber*  
Signature of Karen Huber, Treasurer

- 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

RECEIVED  
COUNTY JUDGES' OFFICE  
09 OCT 20 PM 1:49

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**

DATE: October 27, 2009  
TO: Board of Directors, Travis Housing Finance Corporation  
FROM: Harvey Davis, Manager   
SUBJECT: Scholarship Grant for Oak Hill Regional Fire Academy #7

---

On April 1, 2008, the Board approved a request by the Oak Hill Fire Department (i.e. Travis County Emergency Services District No. 3) to provide \$15,000 for five (5) scholarship grants.

Three scholarship grants were used last year to assist three cadets attending the Oak Hill Regional Fire Academy #6.

Two scholarship grants were used this year to assist two cadets attending the Oak Hill Regional Fire Academy #7.

Attached is a report about the results of Academy class #7.

cc: Rodney Rhoades, Executive Manager, Planning and Budget  
Leroy Nellis, Budget Director  
Harvey Davis, Manager  
Mary Mayes, Assistant Manager

**Oak Hill Fire Department**  
**Travis County Emergency Services District #3**

**Station 1**  
**Circle Drive**  
**9211 Circle Drive**  
**Austin, Texas 78736**  
**(512) 288-5576**  
**Fax (512) 288-5903**



**Station 2**  
**Barton Creek**  
**4111 Barton Creek**  
**Austin, Texas 78735**  
**Admin. (512) 288-5534**  
**Fax (512) 288-5844**

---

October 19, 2009

The Honorable Judge Biscoe  
Travis County Housing Finance Corporation  
314 W. 11<sup>th</sup> Street, #520  
Austin, TX 78701

Re: Summary Report for Oak Hill Fire Academy #7

The Travis County Housing Finance Corporation extended a grant to Travis County Emergency Services District #3 for two scholarships in the Oak Hill Fire Academy class #7. Fire Academy class #7 conducted its graduation ceremony on October 3, 2009, with a total of 20 graduates, including the two Travis County Housing Finance Corporation scholarship recipients.

Each of these graduates demonstrated a commitment to their training and a sense of honor as selected for a Travis County scholarship award. Both of the scholarship candidates not only successfully completed the Fire Academy coursework, but also have taken and passed the Texas Commission on Fire Protection's exam, a requirement to work as a paid firefighter in the State of Texas. Chance Mansell completed the course with a grade average of 73 and Cody Fojtik completed the course with a grade average of 75. Both of these graduates also demonstrated their professionalism and dedication by maintaining conduct point scores of 94 and 100, respectively.

The overall class performance on the Texas Commission on Fire Protection certification exam was an 80.1%. TCESD#3 believes strongly in our goal to train people with outstanding quality to improve their lives, but more importantly, to improve the quality and level of service emergency responders in Travis County are able to provide to the betterment of its citizens. The performance of these scholarship recipients and their classmates demonstrates the commitment of the Fire Academy in its desire to deliver quality training and also highlights the commitment these men and women have made to prepare themselves to give back to their communities. We appreciate the support of the Travis County Housing Finance Corporation and Travis County in providing a career opportunity for these individuals to serve the citizens of Travis County.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey J. Wittig".

Jeffrey J. Wittig  
Assistant Fire Chief  
Travis County Emergency Services Districts #3 & #9

EC: Harvey Davis

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session October 27, 2009 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to add Ana L Pompa as an individual authorized to enter data into the Texas Department of Housing and Community Affairs's Contract System for HOME Tenant Based Rental Assistance Contract No. 10001101.

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

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

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

09 OCT 20 PM 2:25

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
Contract System Access Request Form**



Administrator Name: Travis County Housing Finance Corporation	Administrator Phone Number: 512-854-4743
Physical Address (street, city, zip): 314 W. 11 <sup>th</sup> Street, Room 540, Austin, Texas 78701	
Mailing Address: P.O. Box 1748, Austin, Texas 78767-1748	Email: harvey.davis@co.travis.tx.us
HOME Contract Number: 10001101	Administrator Tax ID #: 74-2251757
Administrator's Fiscal Year Begins: October 1 <sup>st</sup> .	Administrator's Fiscal Year Ends: Sept. 30th

**Contract Execution**

**Individual authorized to execute a contract on behalf of Contract Administrator.  
Also has authority to enter and approve project set-ups and draw requests.**

Name: Samuel T. Biscoe	Title: President
Phone: 512-854-9555	Fax: 512-854-9535
	Email: sam.biscoe@co.travis.tx.us

*I certify that all individuals identified in this document are authorized to perform the functions as specified.*

Signature of Authorized Administrator Representative \_\_\_\_\_ Date \_\_\_\_\_

**Certifying Officer for Environmental Clearance**

**Individual responsible for ensuring completion of required Environmental Clearance procedures.  
(Must have legal authority to represent Contract Administrator in a Court of Law.)**

Name:	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title:
Phone:	Fax:	Email:
Signature:		Date:

**Data Entry and Approval Authorizations**

*Individuals authorized to enter and approve project set-ups or draw requests.*

*Note: An individual who enters an activity set-up or draw request cannot be the same individual who approves that transaction.*

<b>Name 1:</b> Harvey L. Davis	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title: Manager
Phone: 512-854-4743	Fax: 512-854-4210	Email: harvey.davis@co.travis.tx.us
Signature:		Date:
<b>Name 2:</b> Mary E. Mayes	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title: Cash Investment Manager
Phone: 512-854-9085	Fax: 512-854-4210	Email: mary.mayes@co.travis.tx.us
Signature:		Date:
<b>Name 3:</b> Miguel Gonzalez	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title: Sr. Financial Analyst
Phone: 512-854-4399	Fax: 512-854-4210	Email: miguel.gonzalez@co.travis.tx.us
Signature:		Date:

**Consultant Information and Authorization**

*Note: Consultants may enter data into TDHCA Contract System, but may NOT approve either set-ups or draw requests.*

Organization Name and Address: Travis county HHS&VS Family Support Services		
Phone: 5125548336	Fax: 5122474068	Email: ana.pompa@co.travis.tx.us
Individual Authorized to Perform Data Entry: Ana L Pompa	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	Title: Social Worker
Consultant Signature:		Date:

**WARNING: TITLE 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.**

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session October 27, 2009 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve (1) Release of Lien on a HOME down payment assistance loan, and (2) reimbursement payment to Texas Department of Housing and Community Affairs due to repayment in full of a HOME down payment assistance loan.

Approved by: \_\_\_\_\_  
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

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- \_\_\_ 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)
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- County Attorney's Office (473-9415)
- \_\_\_ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

**Travis County Housing Finance Corporation**

**Memo**

**October 27, 2009**

**To: Board of Directors**

**From: Harvey L. Davis**



**Re: Reimbursement to TDHCA – Santiago A. and Marina G. Mora (Project #36662000-10)**

---

I request approval to reimburse the Texas Department of Housing and Community Affairs (TDHCA) \$1,955 and to release our lien on Santiago and Marina Mora's home located at 4604 Glade Line Drive, Austin, Texas 78744. The Moras have sold their home and were required by the Deed of Trust to repay the HOME loan. Randolph-Brooks FCU repaid the loan on October 14, 2009 and requests that we execute the attached Release of Lien. The non-interest-bearing loan was made on November 27, 1996, to assist the Moras in the purchase of their first home.

The Corporation is required to reimburse TDHCA per our HOME contract. The Board approved the contract on December 19, 1995.

Cliff Blount reviewed the Release of Lien.

cc: Leroy Nellis, Budget Manager  
Cliff Blount, Esq.  
Mary Mayes  
Mike Gonzalez

# TRANSFER OF LIEN

Date: **October 6, 2009**

Holder of Note and Lien(s): **TRAVIS COUNTY HOUSING FINANCE CORPORATION**

Transferee: **RANDOLPH-BROOKS FEDERAL CREDIT UNION**

Transferee's Mailing Address: **P.O. Box 2097  
(including County) Universal City, Bexar County, Texas 78148-2097**

Note

Date: **November 27, 1996**

Original Amount: **\$1,955.00**

Payee: **TRAVIS COUNTY HOUSING FINANCE CORPORATION**

Maker: **SANTIAGO A. MORA AND WIFE, MARINA G. MORA**

Note and Lien(s) are described in the instrument(s) recorded in the following Volumes and Pages of the Real Property Records of **Travis** County, Texas:

**Volume 12824, Page 2074**

Property (including any improvements) subject to Lien:

**Lot 2, Block G, of Northcape, Section 2, a subdivision in Travis County, Texas, according to the plat thereof as recorded in Volume 46, Page 74, of the Plat Records of Travis County, Texas.**

For value received Holder of the note and lien(s) transfers them to Transferee, warrants that the lien(s) is valid against the property in the priority indicated, and represents that the unpaid principal and interest on the note are correctly stated.

When the context requires, singular nouns and pronouns include the plural.

**TRAVISCOUNTY HOUSING FINANCE CORPORATION**

**BY:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Its:** \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

}

(Corporate Acknowledgment)

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009,

by \_\_\_\_\_,

of **TRAVIS COUNTY HOUSING FINANCE CORPORATION**

a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's Name (printed)

\_\_\_\_\_  
Notary's commission expires

AFTER RECORDING RETURN TO:

**RANDOLPH-BROOKS FEDERAL CREDIT UNION**  
**Attn: Mortgage Lending Dept.**  
**P.O. Box 2097, Universal City, TX 78148**

Re: **SANTIAGO A. MORA**

RECEIVED

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**

09 OCT 11 AM 10:37

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

---

TRAVIS COUNTY ADMINISTRATION BUILDING  
P.O. Box 1748  
(512) 854-4743

314 W. 11TH STREET - ROOM 540  
AUSTIN, TEXAS 78767  
Fax (512) 854-4210

---

**E-Mail FORM**

<b>TO:</b>	Kayli	<b>FROM:</b>	Harvey Davis
<b>DEPT:</b>	RB FCU	<b>PHONE:</b>	(512) 854-4743
<b>PHONE:</b>	(210) 637-4171	<b>FAX:</b>	(512) 854-4210
<b>FAX:</b>	(210) 599-2343	<b>DATE:</b>	September 1, 2009
<b>SUBJECT:</b>	Santiago Mora	<b>NUMBER OF PAGES:</b>	1

---

The payoff amount of the lien for Santiago Mora is \$1,955.00.

Please send payment and release of lien to:

Travis County Housing Finance Corporation  
Attn: Harvey L. Davis  
314 W. 11<sup>th</sup> Street, Room 540  
Austin, Texas 78701