

# 1

Travis County Commissioners Court Agenda Request

Voting Session 12/22/09  
(Date)

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

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

**Consider and take appropriate action on:**

**A. A plat for recording in Precinct Three: Revised Plat of Lots 21 & 22, Block B, Angel Bay Subdivision. (Revised Plat – 1 Lot – 34.8 acres – Angel Light Drive – No fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).**

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

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

Michael Hettenhausen: 854-7563 Dennis Wilson: 854-4217  
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

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

RECEIVED  
COUNTY SUBJECTS OFFICE  
09 DEC 17 PM 2:16

**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

**ADDENDUM TO BACK-UP MEMORANDUM**

Agenda Item \_\_\_

December 1, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director, Development Services 

SUBJECT: Revised Plat of Lots 21 & 22, Block B, Angel Bay Subdivision, Precinct Three

***SUMMARY AND STAFF RECOMMENDATION:***

The property owners of lots 21 and 22 wish to amend the existing plat by combining the two lots platted from Angel Light Drive. The proposed plat will result in one lot, consisting of 34.8 acres. There are no new public or private streets proposed with this revised plat. Parkland dedication or fees in lieu of dedication are not required with this revised plat.

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

***ISSUES AND OPPORTUNITIES:***

By combining the two existing lots, the plat application became subject to Travis County's Interim Water Quality rules, per, 82.204(c)(25)(B). Travis County environmental staff has reviewed the plat revision application for compliance to the Interim Rules and has determined the applicant has addressed all comments.

As part of the requirements for a plat revision, a notice of public hearing sign was placed on the subject property on November 24, 2009, to announce the date, time, and location of the public hearing. As of this date, staff has not received any inquiries pertaining to this revised plat.

***BUDGETARY AND FISCAL IMPACT:***

None.

***REQUIRED AUTHORIZATIONS:***

None.

***EXHIBITS:***

Precinct map

Location map  
Existing plat  
Proposed plat  
Photograph of public notice sign  
Affidavit of sign posting

AMB: mph  
1105

# City of Lago Vista

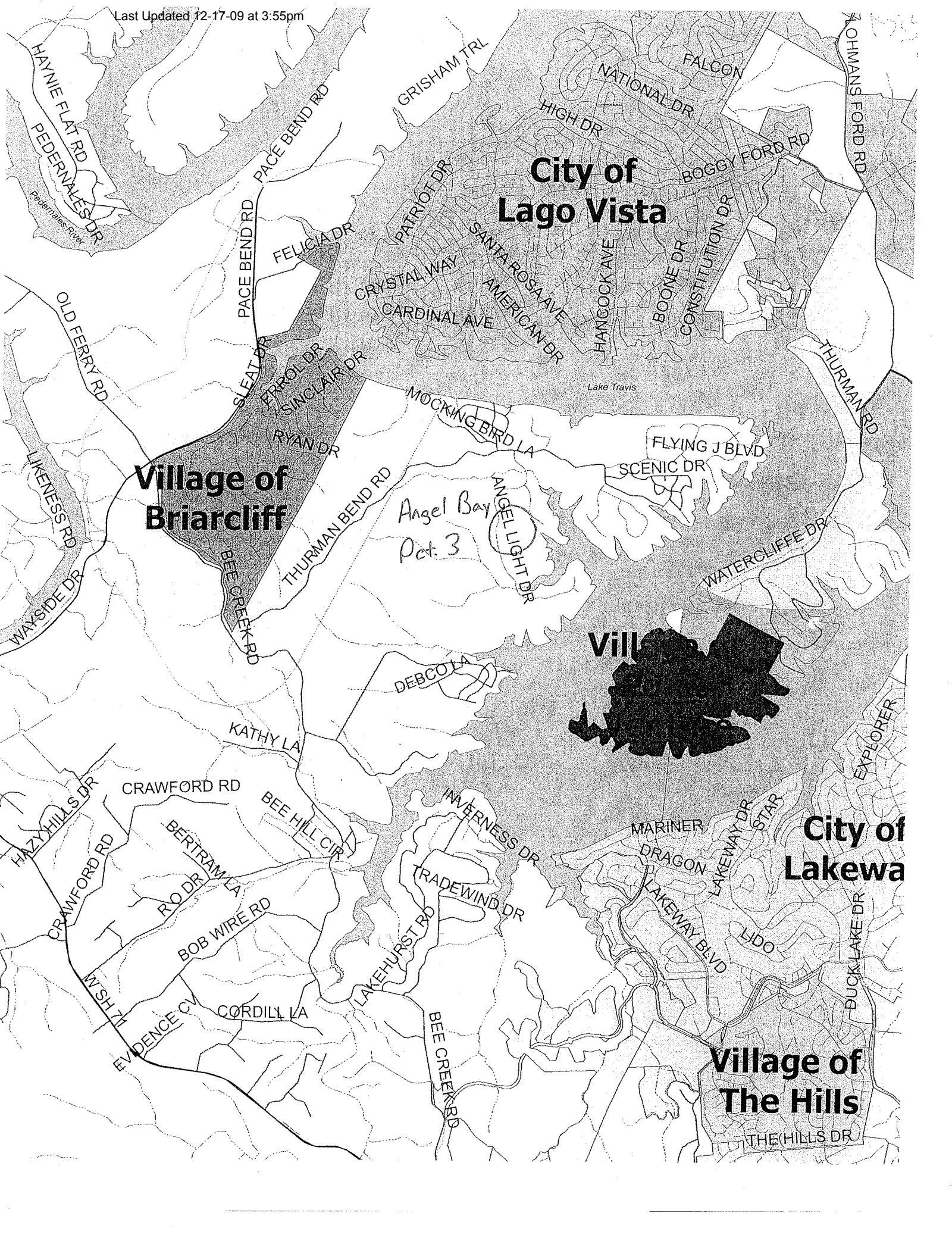
# Village of Briarcliff

Angel Bay  
Pct. 3

# Village of The Hills

# City of Lakewood

# Village of The Hills





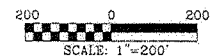
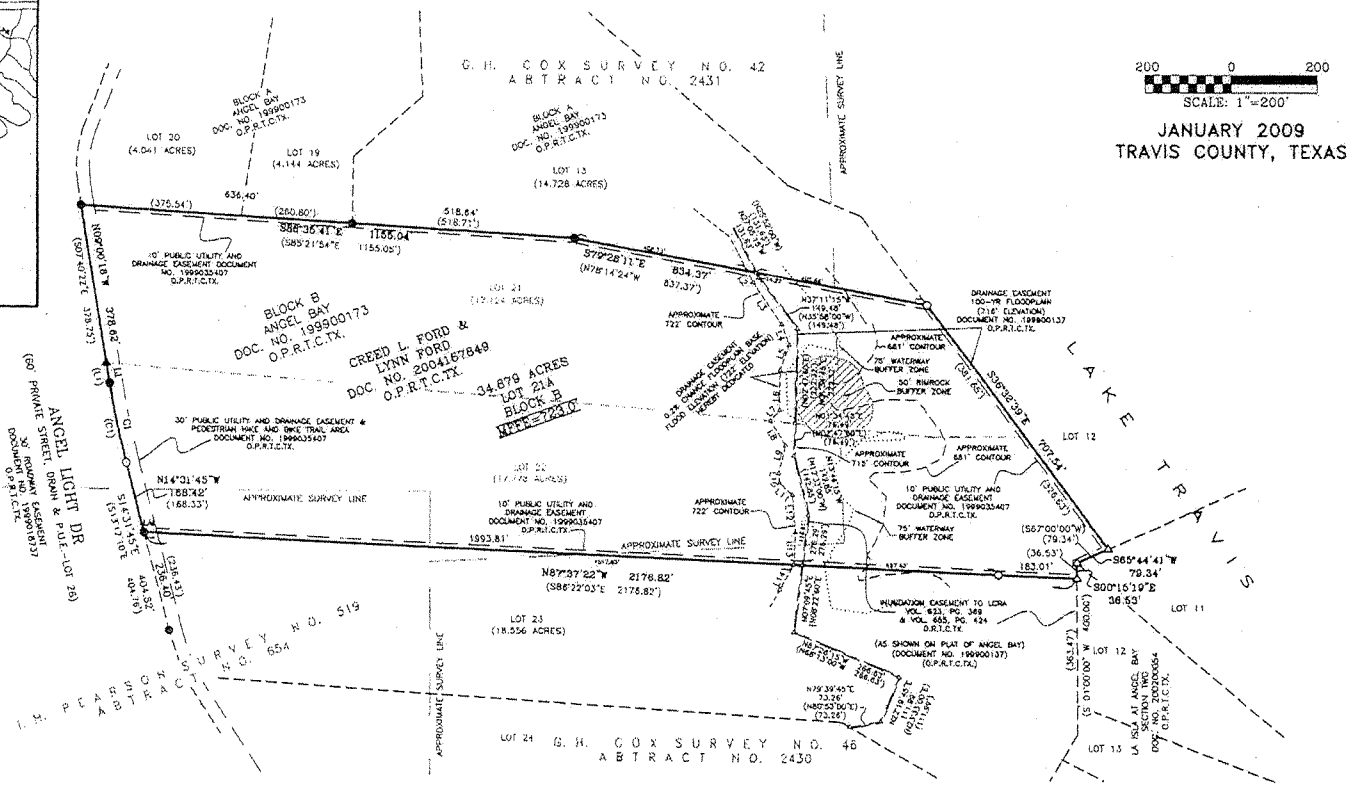
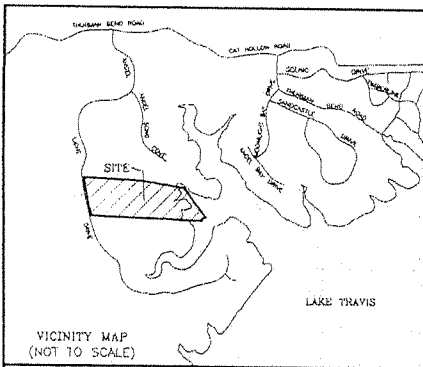






# REVISED PLAT

## REVISED UTILITY PLAT OF LOTS 21 & 22, BLOCK B, ANGEL BAY



JANUARY 2009  
TRAVIS COUNTY, TEXAS

**BENCHMARK LIST:**

BM060119-01: COTTON GIN SPINDLE FOUND (CALLED TO BE 600 NAIL) IN 15" LIVE OAK ON LOT 25, BLOCK B @ INTERSECTION OF ANGEL LIGHT DRIVE BEING BENCH MARK NO. 2 AS SHOWN ON THE PLAT OF ANGEL BAY, OF RECORD IN DOCUMENT NO. 199900173, O.P.R.T.C.T.X. (ELEVATION BASIS). ELEVATION = 714.92 FEET.

BM060119-02: SQUARE CUT IN N.E. CORNER OF CONCRETE ELECTRIC TRANSFORMER PAD AT THE COMMON FRONT CORNER OF LOTS 10 AND 11, BLOCK A, ANGEL BAY. ELEVATION = 881.97 FEET.

**BEARING BASIS:**

BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRID.

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1870.00'	188.87'	N 11°46'38" W	188.80'
(C2)	(1970.00')	(189.08')	(S 10°32'11" E)	(189.01')

LINE	BEARING	DISTANCE
L1	N 09°07'50" W	47.13'
(L1)	(S 07°47'12" E)	(46.96')
L2	S 26°51'15" E	30.63'
L3	S 34°01'05" E	119.27'
L4	S 19°55'02" E	50.64'
L5	S 19°26'21" W	64.64'
L6	S 00°35'27" W	92.13'
L7	S 40°19'30" W	32.73'
L8	S 31°08'37" E	67.17'
L9	S 13°39'23" W	67.11'
L10	S 06°32'31" E	23.35'
L11	S 46°32'50" E	41.22'
L12	S 04°32'44" E	87.30'
L13	S 02°44'52" W	74.97'
L14	S 29°10'26" W	66.92'

**LEGEND**

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD W/CAP STAMPED "LAT" SET
- W 1/2" IRON ROD W/CAP STAMPED "LA"
- ▲ MAG NAIL FOUND
- △ CALCULATED POINT
- ( ) RECORD INFORMATION (PER DOC. NO. 199900173 O.P.R.T.C.T.X.)
- P.R.T.C.T.X. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T.X. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- D.R.T.C.T.X. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- MFFE MINIMUM FINISHED FLOOR ELEVATION

REVISED PLAT OF LOTS 21 & 22,  
BLOCK B, ANGEL BAY

LOOMIS PARTNERS



ENGINEERING AND SURVEYING ENVIRONMENTAL CONSULTING •  
[TELE] 512.337.1100 • [FAX] 512.337.1072 • www.loomispartners.com

NO.	REVISION	BY	DATE

FILE: P:\SURVEY\ANGELBAY\FINAL

DRAWN BY: K.S. CHECKED BY: S.O.B. DATE: 01-20-09  
SCALE: 1"=200' DRAWING #: PLAT A. 1087

PLAT DATE: 01-08-2008--2:01pm

# REVISED PLAT

## REVISED PLAT OF LOTS 21 & 22, BLOCK B, ANGEL BAY

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

THAT CREED L. FORD AND LYNN FORD BEING THE OWNER OF LOTS 21 & 22, BLOCK B, ANGEL BAY, CONTAINING 34.879 ACRES OF LAND, BEING A PORTION OF THE CH. COX SURVEY NO. 46, A-2430, THE RECORDS OF TRAVIS COUNTY, TEXAS, AND THE (H. PEARSON SURVEY NO. 318, A-2430) SUBDIVISION IN TRAVIS COUNTY ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NUMBER 19990113, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BY AND BY OF THE DEED TO CREED L. FORD AND LYNN FORD OF RECORD IN DOCUMENT NUMBER 2004167849, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY REVOKE SAID PLAT, TO BE KNOWN AS "REVISED PLAT OF LOTS 21 & 22, BLOCK B, ANGEL BAY," FOR THE PURPOSE OF COMBINING LOTS 21 & 22, PURSUANT TO CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE AND CHAPTER 91 OF THE TEXAS COUNTY CODE, AND DEDICATES TO THE ANGEL BAY HOMEOWNERS ASSOCIATION, INC., A TEXAS CORPORATION, ALL OTHER STREETS AND COMMON AREAS SHOWN ON SAID PLAT FOR THE USE OF THE LOT OWNERS OF ANGEL BAY AND DOES HEREBY GRANT AN EXPRESS NON-EXCLUSIVE EASEMENT ACROSS ALL PRIVATE ACCESS EASEMENTS AND PRIVATE STREETS AND DRIVEWAYS INCLUDING FIRE AND PUBLIC PROTECTION SERVICES, SOLID AND OTHER WASTE MATERIAL PICK-UP AND ANY OTHER SERVICES ANY GOVERNMENTAL, MUNICIPAL, COUNTY, AND DOES HEREBY FURTHER AGREE THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO THE SUBDIVISION OF ANY SAID EASEMENTS AND PRIVATE STREETS AS A RESULT OF GOVERNMENTAL VEHICLES TRAVELING OVER THE SAME. THE EASEMENT, DEDICATED BY THE PRIOR SENTENCE IS SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED. THE RESPONSIBILITY FOR MAINTENANCE OF, AND LEAVING ASSESSMENTS FOR MAINTENANCE OF THE PRIVATE STREETS, SHOWN AS SHALL BE VESTED IN THE ANGEL BAY HOMEOWNERS ASSOCIATION, INC. THE PROPERTY OWNERS ASSOCIATION FOR ANGEL BAY.

IN WITNESS WHEREOF, CREED L. FORD AND LYNN FORD HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 21st DAY OF October, 2009, A.D.

Creed L. Ford  
CREED L. FORD  
9 PARKSIDE ROAD  
AUSTIN, TEXAS 78738  
PHONE: 512/415-7813

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CREED L. FORD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21st DAY OF October, 2009, A.D.

Mary Ann Kridler  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



Mary Ann Kridler  
PRINTED NAME OF NOTARY MY COMMISSION EXPIRES ON: 9-9-2013

1514 B.R. 620 South, Lakeway, TX 78734  
PRINTED ADDRESS OF NOTARY

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LYNN FORD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21 DAY OF October, 2009, A.D.

Mary Ann Kridler  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



Mary Ann Kridler  
PRINTED NAME OF NOTARY MY COMMISSION EXPIRES ON: 9-9-2013

1514 B.R. 620 South, Lakeway, TX 78734  
PRINTED ADDRESS OF NOTARY

### SURVEYOR'S STATEMENT

I, JOHN D. BARNARD, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF LAND SURVEYING IN THE STATE OF TEXAS; THAT I PREPARED THE PLAT SUBMITTED HEREIN; THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE SURVEYING PORTIONS THEREOF; AND THAT SAID PLAT COMPLES WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE AND CHAPTER 42 OF THE TEXAS COUNTY CODE, WAS PREPARED FROM A SURVEY MADE ON THE GROUND, UNDER MY DIRECTION AND SUPERVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

J.D.B.  
JOHN D. BARNARD  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5749-STATE OF TEXAS  
LOUISIANA, INC.  
3101 BEE CHASE ROAD, SUITE 100  
AUSTIN, TEXAS 78746



### E.T.J. NOTE:

NO PORTION OF THIS SUBDIVISION PLAT IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF AUSTIN.

Greg Giersenetz  
GREG GIERSENETZ, DIRECTOR  
PLANNING AND DEVELOPMENT REVIEW

### COMMISSIONERS COURT RESOLUTION:

IN APPROVING THIS PLAT, THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNERS SHALL POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION ENDING ON THE OWNERS AND THEIR SUCCESSORS OR ASSIGNS UNLESS THE COUNTY HAS BEEN ADVISED BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS' COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT DELGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROLS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS X KNOW ALL MEN BY THESE PRESENTS X  
COUNTY OF TRAVIS X

I, DANA DEBEAUVOUR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 21st DAY OF October, 2009, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, HAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS QUAY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 21st DAY OF October, 2009, A.D.

DANA DEBEAUVOUR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

DEPUTY:

STATE OF TEXAS X KNOW ALL MEN BY THESE PRESENTS X  
COUNTY OF TRAVIS X

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 21st DAY OF October, 2009, A.D. AT 0 O'CLOCK PM, AND DULY RECORDED ON THE 21st DAY OF October, 2009, A.D. AT 0 O'CLOCK PM, OF SAID COUNTY AND STATE IN DOCUMENT NO. 19990113 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 21st DAY OF October, 2009, A.D.

DANA DEBEAUVOUR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

DEPUTY:

### L.C.R.A. NPS RESTRICTIONS:

THE L.C.R.A. NPS AREAS ARE FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORMWATER RUNOFF FROM DEVELOPED LAND. THE NATIVE LAND OR MANAGEMENT PRACTICES WITHIN THE L.C.R.A. NPS AREAS ARE TO HELP MAINTAIN CLEAN WATER IN OUR CREEKS, RIVERS AND LAKES. THE STRUCTURES OR IMPROVEMENTS OTHER THAN NATIVE PLANT ENHANCEMENT OR MAINTENANCE TO THE AREA IN ACCORDANCE WITH L.C.R.A. RULES, MAY OCCUR WITHIN THE L.C.R.A. NPS AREAS WITHOUT SPECIFIC AUTHORIZATION AND APPROVAL IN WRITING FROM THE LOWER COLORADO RIVER AUTHORITY (L.C.R.A.), ITS SUCCESSOR OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH AUTHORITY TO PERMIT SUCH IMPROVEMENTS FOR THE PROTECTION OF THE ENVIRONMENT. THE AREAS SHALL BE MAINTAINED BY EACH LOT OWNER BY PRESERVING AND RESTORING NATIVE GRASS VEGETATION ONLY. THE AREAS MAY NOT BE MOWED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF L.C.R.A., ITS SUCCESSORS OR ASSIGNS OR OTHER GOVERNMENTAL ENTITY WITH PROPER AUTHORITY.

ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S LAKE TRAVIS NONPOINT SOURCE POLLUTION CONTROL ORDINANCE. SHOULD ANY LOT BE PROPOSED FOR A USE OTHER THAN SINGLE-FAMILY RESIDENTIAL, AN L.C.R.A. NPS DEVELOPMENT PERMIT, ITS SUCCESSOR OR ASSIGNS, MAY BE REQUIRED.

E.O. Hansen 10-9-09  
LOWER COLORADO RIVER AUTHORITY

L.C.R.A. NOTE:

EACH AND EVERY ON-SITE SEWERAGE FACILITY INSTALLED WITHIN THIS SUBDIVISION MUST BE PERMITTED, INSPECTED AND LICENSED FOR OPERATION UNDER THOSE TERMS, STANDARDS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND LOWER COLORADO RIVER AUTHORITY AS ARE IN EFFECT AT THE SAME TIME SUCH APPLICATIONS FOR PERMITS AND LICENSES ARE MADE. DUE TO SHALLOW ROCK FORMATIONS, PROFESSIONALLY DESIGNED SEWAGE FACILITIES MAY BE REQUIRED.

Scott Cadler 10-9-09  
LOWER COLORADO RIVER AUTHORITY

FLOODPLAIN NOTE:

AS OF SEPTEMBER 28, 2008, THE FEMA 0.2% CHANGE FLOODPLAIN BASE FLOOD ELEVATION WAS CHANGED FROM 716' MEAN SEA LEVEL TO 722' MEAN SEA LEVEL. PER THE FLOOD INSURANCE RATE MAP PANEL NO. 49452C-0186-14, THE MINIMUM FINISHED FLOOR ELEVATION FOR ALL STRUCTURES REQUIRING A TRAVIS COUNTY DEVELOPMENT PERMIT SHALL BE 1 (ONE) FOOT ABOVE THE REVISED BASE FLOOD ELEVATION, 723' MEAN SEA LEVEL.

NOTES: ALL NOTES AND RESTRICTIONS NUMBERED 1-11 BELOW ARE FROM ORIGINAL SUBDIVISION. ANGEL BAY OF RECORD IN DOCUMENT NO. 19990113, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND SHALL APPLY TO THIS REVISED PLAT.

1. TRAVIS COUNTY DEVELOPMENT PERMITS ARE REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
2. WATER WELLHEADS SHALL BE LOCATED A MINIMUM OF 5' FROM R.O.W. AND PROPERTY LINES.
3. PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY.
4. NO RESIDENCE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PRIVATE WATER AND WASTEWATER SYSTEMS AS APPROVED BY THE GOVERNING HEALTH OFFICIAL.
5. ALL INTERNAL STREETS ARE PRIVATE STREETS TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION DOCUMENT NO. 19990402, O.P.R.I.C. IX.
6. MINIMUM FINISHED FLOOR ELEVATION FOR ALL STRUCTURES SHALL BE 1 (ONE) FOOT ABOVE THE ELEVATION OF THE 100-YEAR FLOODPLAIN AS SHOWN HEREON, 717.00 MSL. (SEE NOTE BELOW REGARDING UPDATED FEMA FLOODPLAIN)
7. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
8. DEVELOPMENT WHICH EXCEEDS 50X IMPERVIOUS COVER, WHEN CALCULATED AGAINST THE TOTAL PROPERTY, SHALL CONTROL THE INCREASED STORMWATER.
9. L.C.R.A. DEVELOPMENT PERMITS ARE REQUIRED FOR ALL CONSTRUCTION IN THIS SUBDIVISION.
10. ALL DRAINWAY CULVERTS SHALL BE A MINIMUM OF 18 INCHES IN DIAMETER.
11. THERE IS A 30 FOOT PUBLIC UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS FRONTING ON ANGEL DRIVE AND ANGEL BAY CULV.

L.C.R.A. NON-POINT SOURCE RESTRICTIONS ARE OF RECORD IN DOCUMENT NO. 1999035408, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

### TRAVIS COUNTY WATER QUALITY NOTES, COUNTY CODE CHAPTER 82:

1. NO CUT OR FILL ON ANY LOT MAY EXCEED 8 FEET, EXCLUDING DRAINWAYS. [82.206(d)]
2. BUFFER ZONE EASEMENTS FOR ENVIRONMENTALLY VALUABLE FEATURES [82.209(c)], INCLUDING BLUFFS, CANYON RIMPOCKS, POINT RECHARGE FEATURES, WETLANDS AND SPRINGS HAVE THE FOLLOWING RESTRICTIONS:
  - NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE;
  - CONSTRUCTION IS PROHIBITED;
  - WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED;
  - RESIDENTIAL YARDS AND HIKING TRAILS MAY BE LOCATED WITHIN THE BUFFER IF AT LEAST 50 FEET FROM THE FEATURE.
3. THE 75' WATERWAY BUFFER ZONE FROM THE 881' CONTOUR LINE OF LAKE TRAVIS [82.206(c)] IS TO REMAIN UNDEVELOPED. THE FOLLOWING EXCEPTIONS ARE ALLOWED IF ALL ADDITIONAL REQUIRED DEVELOPMENT PERMITS AND REGULATORY APPROVALS ARE OBTAINED BY THE OWNER:
  - FENCES WHICH DO NOT OBSTRUCT FLOOD FLOWS;
  - A GOLF COURSE OR PART OF A GOLF COURSE IS PERMITTED ONLY IF NO FERTILIZERS, PESTICIDES, OR HERBICIDES ARE USED WITHIN THE BUFFER ZONE;
  - PARK OR SIMILAR OPEN SPACE USE LIMITED TO HIKING, JOGGING, OR WALKING TRAILS AND OUTDOOR FACILITIES, EXCLUDING STABLES AND CORALS FOR ANIMALS, IS PERMITTED ONLY IF A PROGRAM OF FERTILIZER, PESTICIDE OR HERBICIDE USE IS APPROVED;
  - ON LAKE TRAVIS, A BOAT DOCK, PIER, WHARF OR MARINA AND NECESSARY ACCESS AND APPURTENANCES IS PERMITTED IN ACCORDANCE WITH LCRA STANDARDS AND PERMITS;
  - A UTILITY LINE MAY CROSS THE BUFFER ZONE, PROVIDED IT IS DESIGNED AND CONSTRUCTED TO MINIMIZE POLLUTION OF THE LAKE TO THE GREATEST EXTENT PRACTICABLE;
  - DETENTION BASINS AND FLOODPLAIN ALTERNATIONS ARE PERMITTED IF THE REQUIREMENTS OF CODE SECTION 82.207 AND OTHER PROVISIONS OF THIS CHAPTER ARE MET.
4. CONSTRUCTION ACTIVITIES ON INDIVIDUAL LOTS ARE REQUIRED TO IMPLEMENT TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES (BMPs), INCLUDING EROSION AND SEDIMENT CONTROLS, FOR PROTECTION OF STORM WATER RUNOFF QUALITY [82.209(b)]. CONSTRUCTION ACTIVITIES DISTURBING ONE ACRE OR GREATER MUST ALSO DEVELOP AND IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN WHICH INCLUDES BMP CONTROLS.
5. THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ANY AND ALL PERMANENT, POST-CONSTRUCTION STORM WATER QUALITY CONTROLS REQUIRED BY THE TRAVIS COUNTY CODE OR THE LOWER COLORADO RIVER AUTHORITY HIGH-LAND LAKES ORDINANCE, CONSISTENT WITH COUNTY AND LCRA STANDARDS. THESE RESPONSIBILITIES SHALL BE DESCRIBED IN A WRITTEN AGREEMENT SIGNED BY THE LANDOWNER AND PROVIDED TO THE COUNTY, IF DEEMED NECESSARY BY THE COUNTY PRIOR TO FINAL COMPLETION AND ACCEPTANCE OF ANY APPLICABLE IMPROVEMENTS. THE OWNER SHALL REMAIN RESPONSIBLE FOR MAINTENANCE UNTIL THE MAINTENANCE OBLIGATION IS EITHER ASSUMED IN WRITING BY ANOTHER ENTITY HAVING OWNERSHIP OR CONTROL OF THE PROPERTY, INCLUDING AN OWNERS' ASSOCIATION, A DISTRICT, OR A MUNICIPALITY, OR OWNERSHIP OF THE PROPERTY IS TRANSFERRED TO ANOTHER ENTITY. A COPY OF THE ASSUMPTION OR TRANSFER OF RESPONSIBILITY SHALL BE FILED WITH THE COUNTY WITHIN 30 DAYS OF THE TRANSFER.

TOTAL ACREAGE=34.879 ACRES  
NUMBER OF LOTS=1

REVISED PLAT OF LOTS 21 & 22, BLOCK B, ANGEL BAY

FILE: H:\SURVEY\ANGELBAY.FINAK

DATE:	BY:	SCALE:	DATE:	BY:
01-20-09	DRANK BY: KJS	1" = 40'	08-08-09	DRANK BY: KJS
02-10-09	DRANK BY: JTB	1" = 40'	08-08-09	DRANK BY: JTB
03-10-09	DRANK BY: JTB	1" = 40'	08-08-09	DRANK BY: JTB

PLANNING AND DEVELOPMENT REVIEW

ENGINEERING/LAND SURVEYING/ENVIRONMENTAL CONSULTING

LOOMIS PARTNERS

11511 S. 137th Street, Suite 100, Parker, Texas 75076  
TEL: 972.211.1188 FAX: 972.211.1189 www.loomis-partners.com

PLAT # 1087

CODE:

1101



RECEIVED  
NOV 25 2009  
TNR

**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street  
Executive Office Building  
P.O. Box 1748  
Austin, Texas 78767  
tel 512-854-9383  
fax 512-854-4649

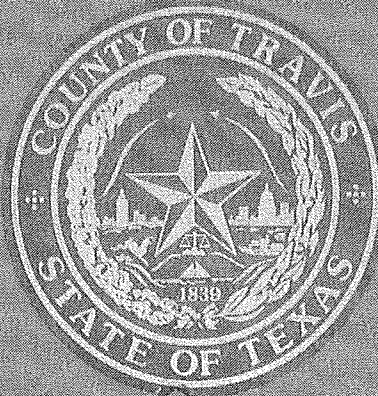
AFFIDAVIT OF POSTING

TO: County Judge  
County Commissioners  
Travis County, Texas

A Public Notice of a revised plat sign was posted on November 24, 2009,  
on the at a point as near as practical to the area being revised, and was also posted at the  
Travis County Courthouse.

CERTIFIED THIS THE 24 DAY OF November, 2009.

SIGNATURE Jaime Garcia  
NAME (PRINT): Jaime Garcia  
TITLE Supervisor



# NOTICE OF PUBLIC HEARING

DECEMBER 22, 2009, AT 9:00 AM  
REVISED PLAT

REVISED PLAT OF LOTS 21 & 22,  
BLOCK B, ANGEL BAY SUBDIVISION,  
PRECINCT 3

AT THE TRAVIS COUNTY  
COMMISSIONERS COURTROOM  
314 WEST 11th STREET  
(FIRST FLOOR), AUSTIN

FOR MORE INFORMATION CALL 854-7563



**TRAVIS COUNTY PURCHASING OFFICE**  
***Cyd V. Grimes, C.P.M., Purchasing Agent***

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

2

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

*Cyd V. Grimes 12/10/09 MB*

**Voting Session: Tuesday, December 22, 2009**

**REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 1) TO CONTRACT NO. PS090135RE, WITH CARITAS OF AUSTIN FOR COMPREHENSIVE ENERGY ASSISTANCE PROGRAM. (HHS & VS)**

***Points of Contact:***

- Purchasing:** Rebecca Gardner
- Department:** HHS, Sherri Fleming, Executive Manager
- County Attorney (when applicable):** Mary Etta Gerhardt
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro And Jose Palacios
- Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- This contract enables Caritas of Austin to provide utility assistance to those qualified Travis County Residents following guidelines set for the Co-Payment component of the expected Comprehensive Energy Assistance Program (CEAP) grant for 2010. This grant component assists with household utility bills on a sliding scale and case management services for households whose income is at or below 200% of the Federal Poverty Guidelines. These participating households are identified as having income or the potential to earn income to attain energy self-sufficiency at the end of the assistance period.
- This modification No. 1 renews the agreement for an additional twelve month period from January 1, 2010 through December 31, 2010. Funding for this period is not to exceed \$73,920.00

**Contract Expenditures:** In the past 12 months, \$73,920.00 has been spent against this contract.

➤ **Contract-Related Information:**

- Award Amount: \$73,920.00
- Contract Type: Professional Services
- Contract Period: January 1, 2009-December 31, 2009

➤ **Contract Modification Information:**

Modification Amount: \$73,920.00

Modification Type: Bilateral

Modification Period: January 1, 2010-December 31, 2010

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 487671

➤  Funding Account(s): 00158546116292

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified X Not Verified    by Auditor.



PI625I02

TRAVIS COUNTY

12/09/09

## Purchase Requisition - Item Information

Line number	:	:	1
Item desc	:	:	CONTRACT AMENDMENT FOR 2010 FOR CEAP SERVICES
Vendor part #	:	:	
Commodity	:	:	952 HUMAN SERVICES
Sub-com	:	:	059 UTIL ASST INDIG NON-CAN
Item #	:	:	
Ship to	:	:	NF FINANCE DIVISION
Quantity	:	:	1.00
Order UOM	:	:	DOL DOLLAR
Cost code	:	:	N NOT APPLICABLE
Unit cost	:	:	55,440.0000
Account #	:	:	00158546116292
Project	:	:	
Purchase order	:	:	

Press Enter to continue.

F8=Extended Description F12=Cancel

F14=Work orders





RECEIVED  
TRAVIS COUNTY

NOV 24 PM 2: 21

PURCHASING  
OFFICE

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

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

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

**Date:** November 24, 2009

**TO:** MEMBERS OF THE COMMISSIONERS COURT

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

**SUBJECT:** Acceptance of Contract Renewal Amendment for CEAP Services between Travis County and Caritas of Austin

**Proposed Motion:** Consider and take appropriate action to approve the 2010 contract renewal amendment for CEAP Services between Travis County and Caritas of Austin.

**Summary and Staff Recommendation:** Staff requests the acceptance and approval of this contract renewal amendment for CEAP (Comprehensive Energy Assistance Program) services. The contract period for this amendment will be from January 1, 2010 through December 31, 2010. The contract amount will remain unchanged at \$73,920 for the 2010 contract period. This contract enables Caritas of Austin to provide utility assistance to those qualified Travis County residents following the guidelines set forth in the Co-Payment component of the 2010 CEAP grant. This grant component assists with household energy utility bills on a sliding scale and case management services for households whose income is at or below 200% of the Federal Poverty Income Guidelines. These participating households are identified as having income or the potential to earn income to attain energy self-sufficiency at the end of the assistance period.

**Budgetary and Fiscal Impact:** We budget funds in the 001-5854-611-6292 line item to enable the payment for direct services, administrative and case management costs. These contract expenditures are eligible and in accordance with the allowable expenditures as outlined in the CEAP grant contract. The County seeks reimbursement

for these expenditures by reclassifying them into CEAP grant funding. The current contract period is from 01-01-09 through 12-31-09.

**Issues and Opportunities:** The department sought this contract with Caritas of Austin beginning in 2005 as an avenue to assist more of the County's diverse population. During this current contract period, there have been more than 51 households assisted through this contract with Caritas. Our expectation is to provide a broader distribution of funds through the community created by this collaboration.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office  
Travis Gatlin, Budget Analyst, Planning and Budget Office  
Susan Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Ellen Heath, Financial Analyst III, County Auditor  
✓Cyd Grimes, CPM, Travis County Purchasing Agent  
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office  
Mary Etta Gerhardt, Assistant County Attorney  
Andrea Colunga Bussey, Social Services Director, Family Support Services

**MODIFICATION OF CONTRACT NUMBER: PS090135RE-CEAP Services**

<b>ISSUED BY:</b> PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	<b>PURCHASING AGENT ASST: Rebecca Gardner &amp; V. Ramaekers</b> TEL NO: (512) 854-9700 & (512) 854-4546 FAX NO: (512) 854-9185	<b>DATE PREPARED:</b> <b>December 4, 2009</b>
<b>ISSUED TO:</b> <b>CARITAS of Austin</b> <b>P.O. Box 1947</b> <b>Austin, Texas 78767</b>	<b>MODIFICATION NO.:</b> <p style="text-align: center;"><b>1</b></p>	<b>EXECUTED DATE OF ORIGINAL CONTRACT:</b> <b>January 1, 2009</b>
<b>ORIGINAL CONTRACT TERM DATES: <u>January 1, 2009-December 31, 2009</u></b>		<b>CURRENT CONTRACT TERM DATES: <u>January 1, 2010-December 31, 2010</u></b>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$73,920.00      Current Modified Amount \$73,920.00

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

The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

- 1) Contract is renewed for an additional one year period from January 1, 2010 through December 31, 2010.
- 2) Contract funds for this renewal period are not to exceed \$73,920.00.
- 3) "Attachments" is amended by adding Exhibit 1 "2010 Renewal Term" attached to this modification.

The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.

**Note to Vendor/City:**

- Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Caritas of Austin</u> BY: <u>[Signature]</u> SIGNATURE BY: <u>Beth Atherton</u> PRINT NAME TITLE: <u>Exec Director</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
	DATE: <u>12/7/09</u>

TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>12/10/09</u>
---	--------------------------

TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:
--	-------

**RENEWAL AND AMENDMENT OF CONTRACT BETWEEN**  
**TRAVIS COUNTY AND**  
**CARITAS OF AUSTIN**  
**FOR CEAP SERVICES**

This Renewal and Amendment of Contract ("2010 Renewal") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Caritas of Austin ("Contractor").

**RECITALS**

County and Contractor entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Contract") the Initial Term of which began January 1, 2005, and terminates December 31, 2005 ("Initial Contract Term").

Under the Contract, Contractor agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, in accordance with the terms of the Contract, thus providing services which further a public purpose.

Pursuant to the terms of the Contract, the Parties have renewed the Contract through December 31, 2009 ("09 Renewal Term").

The Contract provides for renewal and amendment of the agreement by the written agreement of the Parties.

The Parties desire to renew the Contract for an additional one-year term, and to make certain changes to the Contract.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Contract as follows:

**1.0 CONTRACT TERM**

1.1 **2010 Renewal Term.** The Parties hereby agree to renew the Contract for an additional one-year term beginning January 1, 2010, and continuing through December 31, 2010 ("2010 Renewal Term"), unless sooner terminated pursuant to the terms of the Contract, as amended.

**2.0 ENTIRE AGREEMENT**

2.1 **Attachments.** The Parties agree to amend Section 4.2, "Attachments," as follows:

2.1.1 Attachment A - Work Statement. As to the 2010 Renewal Term, the Parties agree to amend the Work Statement as follows:

(i) Part I, Section A. The client's annual household income for the thirty (30) days prior to application is changed from 125% of the Federal Poverty Income Guidelines in effect at the time of the application to 200% of the Federal Poverty Income Guidelines in effect at the time of the application.

(ii) Part VII, Section A - Duplicated Households - Poverty Level Range.  
The Quarterly Report is changed to include the number of households in the following ranges:

- 126 - 150%
- 151 - 175%
- 176 - 200%

(iii) Part VII, Section B - Unduplicated Households - Poverty Level Range.  
The Quarterly Report is changed to include the number of households in the following ranges:

- 126 - 150%
- 151 - 175%
- 176 - 200%

(iv) Part VIII, Section A - Unduplicated Applicant Households - Poverty Level Range.

The Quarterly Report is changed to include the number of households in the following ranges:

- 126 - 150%
- 151 - 175%
- 176 - 200%

2.1.2 Attachment A, Budget. As to the 2010 Renewal Term, the Parties agree to substitute the Budget which is attached to this 2010 Renewal as Exhibit 1 and hereby made a part of the Contract, as amended, and constitutes promised performances by Contractor in accordance with the terms of the Contract, as amended for the Budget.

2.1.3 Attachment C-1 CEAP Program Guidelines. As to the 2010 Renewal Term, the Parties agree to amend the Work Statement as follows:

CEAP Policy Issuance #2006-12.3, Page 2, Section IV - Maximum Benefit Ranges:

0% - 50%	\$1,200.00 Maximum Household Benefit
51% - 100%	\$1,100.00 Maximum Household Benefit
101% - 200%	\$1,000.00 Maximum Household Benefit

2.1.4 Attachment D, (iii) - Compliance Certification Form. As to the 2010 Renewal Term, the Parties agree to substitute the Compliance Certification Form which is attached to this 2010 Renewal as Exhibit 2 and hereby made a part of the Contract, as amended, and constitutes promised performances by Contractor in accordance with the terms of the Contract, as amended for Attachment D, (iii).

**3.0 CONTRACT FUNDS**

3.1 **Maximum Funds.** Amend Section 13.1, "Maximum Funds," by adding the following:

13.1-2010 Maximum Funds - 2010 Renewal Term. Subject to the requirements of this Contract, as amended, in consideration of full and satisfactory performance of the services and activities provided by Contractor under the terms of this Contract, as determined by County,

County shall provide Contract Funds not to exceed the following amount during the 2010 Renewal Term:

**\$73,920.00**

The following limitations will apply to the use of the maximum total amount:

Direct Services	up to \$66,000.00
Administrative Costs	up to \$3,960.00 or 6% of the Direct Services Amount
Case Management	up to \$3,960.00 or 6% of the Direct Services Amount

3.2 **Fiscal Year Limitations on Funding.** Amend Section 13.1.2(a) by adding the following:

13.1.2(a)2010 During the 2010 Renewal Term, the fiscal year limitations under 13.1.2(a) shall be:

(i) January 1, 2010 - September 30, 2010 (75% of Total)

**\$ 55,440.00**

(ii) October 1, 2010 - December 31, 2010 (25% of Total)

**\$ 18,480.00**

All other provisions of Section 13.1.2(a) not specifically changed herein shall remain in full force and effect.

#### 4.0 **OTHER PROVISIONS.**

4.1 **Insurance.** The Parties agree that the requirements for insurance for the 2010 Renewal Term will continue as set forth in the Contract. Contractor agrees to provide current documentation of such insurance as required under Section 5.8 of the Contract.

4.2 **Limitations.** Unless otherwise specifically stated herein, the performance requires under this 2010 Renewal is performable only during the 2010 Renewal Term, and performance requirements and payment shall not carry over from one contract term to another.

4.3 **Update.** Within fifteen (15) days of execution of this 2010 Renewal, Contractor agrees to provide Department, with a copy to the Purchasing Agent, current updates of all policies, materials and other information required under the Contract, including , but not limited to, the following:

- 4.3.1 Completed 2010 Ethics Affidavit
- 4.3.2 Proof of Insurance
- 4.3.3 Update of any policies and procedures
- 4.3.4 Updated W-9 Taxpayer Identification Form
- 4.3.5 Updated IRS 990 Form
- 4.3.6 Change of Identity Information (Name, Address, Etc.), where applicable

4.4 **Debarment, Suspension and Other Responsibility Matters.** By signing this 2010 Renewal, Contractor certifies that, to the best of its knowledge and belief, it and its principles continue to

meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Contract.

4.5 **Certification and Warranty.** By signing this 2010 Renewal, Contractor certifies and warrants that all certifications and warranties under the Contract continue to be in full force and effect. Contractor also acknowledges and agrees that it has read all terms and provisions of the Contract and understands and agrees that, to the extent not specifically changed by this 2010 Renewal, those terms and conditions remain in full force and effect for the 2010 Renewal Term.

4.6 **Forfeiture of Contract.** For the 2010 Renewal Term, the provisions of the Contract relating to Forfeiture of Contract and the Key Contracting Person list will reference the 2010 Ethics Affidavit and Key Contracting Persons list set forth in Exhibit 3 of this 2010 Renewal, to be completed by Contractor as a part of this 2010 Renewal.

## 5.0 **INCORPORATION**

5.1 County and Contractor hereby incorporate the Contract, as amended, into this 2010 Renewal. Except for the changes made in this 2010 Renewal, County and Contractor hereby ratify all the terms and conditions of the Contract as amended. The Contract, as amended, with the changes made in this 2010 Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

## 6.0 **EFFECTIVE DATE**

6.1 This 2010 Renewal is effective January 1, 2010, when it is approved and signed by both Parties. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

**EXHIBIT 1**

**ATTACHMENT A-2010**  
**2010 RENEWAL TERM**  
**BUDGET**



## PROGRAM BUDGET

Date prepared: 11/19/2009

for Social Service Contracts funded by the County

**Agency: Caritas of Austin**

**Program: CEAP**

<b>IMPORTANT: All \$ amounts must be whole dollars only (no cents)</b>			
PERSONNEL	Requested COUNTY Amount	Amount Funded by ALL OTHER Sources	* TOTAL Budget (ALL funding sources)
Salaries - Regular Time	7,920	0	7,920
Salaries - Overtime			0
Benefits			0
<b>A. SUBTOTALS: PERSONNEL</b>	<b>7,920</b>	<b>0</b>	<b>7,920</b>
<b>OPERATING EXPENSES</b>			
General Operating Expenses	0	0	0
Insurance/Bonding			0
Audit Expenses <i>(provide details for this line item in the Subcontracted Expenses form)</i>			0
Consultants/Contractual <i>(provide details for this line item in the Subcontracted Expenses form)</i>			0
Staff Travel - <u>within Travis County</u>			0
Conferences/Seminars/Training - <u>within Travis County</u>			0
** Staff Travel - <u>out of County</u>			0
** Conferences/Seminars - <u>out of County</u>			0
<b>B. SUBTOTALS: OPERATING EXPENSES</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>DIRECT ASSISTANCE</b>			
Food/Beverage for Clients <i>(NOTE: Alcoholic beverage expenditures are not eligible or allowable)</i>	0	0	0
Financial Assistance for Clients (e.g. utilities)	66,000		66,000
Other (specify)			0
			0
<b>C. SUBTOTALS: DIRECT ASSISTANCE</b>	<b>66,000</b>	<b>0</b>	<b>66,000</b>
<b>EQUIPMENT/CAPITAL OUTLAY</b>			
** (specify equipment)	0	0	0
<b>D. SUBTOTALS: EQUIPMENT/CAPITAL OUTLAY</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>GRAND TOTAL (A + B + C + D)</b>	<b>73,920</b>	<b>0</b>	<b>73,920</b>
<b>PERCENT SHARE of Total for Funding Sources:</b>	<b>100.0%</b>	<b>0.0%</b>	<b>100.0%</b>

**EXHIBIT 2**

**2010 RENEWAL TERM**  
**ATTACHMENT D(iii) - 2010**  
**COMPLIANCE CERTIFICATION FORM**

## Compliance Certification form – Social Service Contracts

**IMPORTANT: this completed form must be submitted with each monthly invoice**



Agency: Caritas of Austin, Inc.

Program: CEAP

Payment requested: month: \_\_\_\_\_, 2007

Payment requested from: X TRAVIS COUNTY

The following items must be itemized in the current approved program budget, OR written prior approval by TCHHSVS Executive Director regarding these items must be attached to the Payment Request. *(Mark any that apply to this month)*

- Purchase of any non-expendable property \*  
\* (agency must also complete the Equipment Purchased table, below)
- Alteration or relocation of facilities
- Out of County Travel/ Conferences/ Seminars/ Training
- Consultant/professional services or subcontracts
- Budget transfers over the 10% rule per contract
- None of the above apply to this month
- Compliance with Special Conditions/ Corrective Action Plan.**
- Overtime expenditures if any followed contract requirements
- Audit expenditures if any were allocated per agency funding sources per contract
- Annual Audit submitted by Service Agency per contract.**
- Transfer of Funds/Budget adjustments less than 10% made by agency \*\*  
\*\* ( agency must attach Budget Revision request form)

**Equipment Purchased:**

Purchase Date	Item	Cost	Model Number	Serial Number	Location

Travis County Purchasing Office employee, \_\_\_\_\_ was notified of above purchases on \_\_\_\_\_  
*(name) (date)*

I certify the information reported herein and attached hereto is true, correct, and complete.  
Please process the attached payment(s). *(Certification required for processing of payment.)*

Executive Director \_\_\_\_\_ Date \_\_\_\_\_

**For TCHHSVS use only:**

- County funds calculated accurately ( to two decimals )
- County program budget not over-spent, per contract
- Fiscal year limitation not over-spent, per contract (75% Rule)
- Annual Audit submission by Service Agency per contract has been verified**
- Compliance with Special Conditions/ Corrective Action Plan is confirmed**

Attach copies of the following to this sheet and mark all that apply:

- Payment Request (verified and approved)
- Expenditure Report (verified and approved)
- Budget Revision form (if applicable)
- Revised/ Modified Payment Request (if applicable)
- Any required prior approval documents

I certify the information reported herein and attached hereto is true, correct, and complete.  
Please process the attached payment(s). *(Certification required for processing of payment.)*

TCHHSVS Program Manager \_\_\_\_\_ Date \_\_\_\_\_

TCHHSVS Division Director \_\_\_\_\_ Date \_\_\_\_\_

**For TCHHSVS use only:**

- Service has been received in the HTE system
- Payment Request reviewed for: 1) reporting accuracy 2) expenditures verified and 3) contract compliance.
- Annual Audit submission by Service Agency per contract has been verified

TCHHSVS Contract Monitor \_\_\_\_\_ Date \_\_\_\_\_

I hereby certify that the information reported on this compliance certification form by all parties is true, correct, and complete.  
I understand that the legality of the payment is dependent on the accuracy of these statements. Please process the attached payment(s). *(Please note, payment will not be processed without this signed certification attached to request for payment.)*

\_\_\_\_\_  
(signature of Executive Manager , TCHHSVS) Date \_\_\_\_\_

**EXHIBIT 3**

**ATTACHMENT F-2010**  
**2010 RENEWAL TERM ETHICS AFFIDAVIT**

STATE OF TEXAS }  
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 12/1/09  
Name of Affiant: Beth Atherton  
Title of Affiant: EXEC DIRECTOR  
Business Name of Contractor: Caritas of Austin  
County of Contractor: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons associated with this invitation for bids which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Contractor is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Bids.

Signature of Affiant [Handwritten Signature]

Address 611 Neches Austin TX 78701

SUBSCRIBED AND SWORN TO before me by Beth Atherton on Dec 1, 20 09

Carla B. McMarion  
Notary Public, State of Texas  
Texas

Typed or printed name of notary  
My commission expires: 2/2/2013



**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
**November 20, 2009**

**CURRENT**

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

**CURRENT - continued**

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

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 3.....	Gerald Daugherty.....	12/31/09
Executive Assistant.....	Robert Moore.....	12/31/09
Executive Assistant.....	Martin Zamzow.....	12/31/09
First Assistant County Attorney.....	Randy Leavitt.....	1/23/10
Attorney, Transactions Division.....	Stacy Wilson.....	7/06/10
Executive Manager, Administrative.....	Alicia Perez.....	9/01/10

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

## Attachment

### CONFLICT OF INTEREST QUESTIONNAIRE

### FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed: See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of person who has a business relationship with local governmental entity

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes                       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes                       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes                       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date





# TRAVIS COUNTY PURCHASING OFFICE

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

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

3

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

*Cyd V. Grimes 12/10/09 MB*

**Voting Session: Tuesday, December 22, 2009**

**REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO CONTRACT NO. PS090071 VR, YOUTH ADVOCATE PROGRAM, FOR MENTOR PROGRAM SERVICES. (JUVENILE PROBATION)**

***Points of Contact:***

**Purchasing:** Vania Ramaekers

**Department:** (JUVENILE PROBATION) Estela P. Medina, Chief Juvenile Probation Officer; Sylvia Mendoza

**County Attorney (when applicable):** Jim Connolly

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

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

**Other:**

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

The contractor, Youth Advocate Program, provides mentoring services for juvenile offenders.

At this time, the Purchasing Office, Juvenile Probation Department and Youth Advocacy Program have completed negotiations for the FY2010 contract.

Modification No. 3 renews the existing contract from January 1, 2010 through September 30, 2010, and shall automatically renew on October 1 of each year for succeeding terms according to the current contract terms and conditions.

Modification No. 2 extended the existing contract from December 1, 2009 through December 31, 2009 to allow sufficient time to complete negotiations.

Modification No.1 modified Section 2.0, Terms, of the contract to include an option to extend the contract unilaterally for three (3) additional one (1) month periods. This contract was extended for 60 days from October 1, 2009 through November 30, 2009 It was necessary to extend the current contract in order for Travis County to complete negotiations without interruption of service.



➤ **Contract Expenditures:** Within the last 12 months \$68,559.65 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: **ON AN AS NEEDED BASIS**  
Contract Type: (Professional Services Agreement)  
Contract Period: 12/1/08 - 9/30/09

➤ **Contract Modification Information:**

Modification Amount: **ON AN AS NEEDED BASIS**  
Modification Type: **RENEWAL**  
Modification Period: 01/01/2010 -09/30/2010

➤ **Solicitation-Related Information:**

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

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: N/A
- Funding Account(s): **001-4530-593-6099**
- Comments: Contract to be used on as needed basis.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.

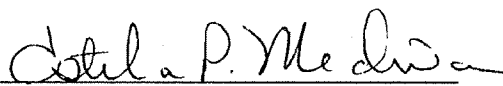


# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

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

**+ TO:** Cyd Grimes  
Purchasing Agent

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

**RE:** Contract No. PS090071VR – Youth Advocate Programs (ATCAP Mentor Program Services)

**DATE:** September 11, 2009

Travis County Juvenile Probation is currently contracting with Youth Advocate Programs for Mentor Program Services. Travis County Juvenile Probation is requesting the assistance of the Travis County Purchasing Department to modify the contract to reduce the number of slots not to exceed 25 at any period of the contract, also the Department would like to reduce the NTE amount from \$375,000.00 to \$187,500.00. negotiate with MHMR as soon as practicable for a contract modification.

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

**PS090071VR – Youth Advocate Programs (ATCAP)**  
**Account Number: 001-4530-593-6099**

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

cc: Barbara Swift

EPM: gc

**MODIFICATION OF CONTRACT NUMBER: PS090071VR Mentor  
Program Services**

**PAGE 1 OF 5 PAGES**

ISSUED BY: PURCHASING OFFICE  
314 W. 11TH ST., RM 400  
AUSTIN, TX 78701

PURCHASING AGENT ASST: Vania Ramaekers  
TEL. NO: (512) 854-9700  
FAX NO: (512) 854-9185

DATE PREPARED:  
**December 04, 2009**

ISSUED TO:  
Youth Advocate Program, Inc.  
4225 Office Parkway, Suite B  
Dallas, Texas 75204  
Attn: Gary Ivory, Southwest President

MODIFICATION NO.:  
**3**

EXECUTED DATE OF ORIGINAL CONTRACT:  
**November 25, 2008**

ORIGINAL CONTRACT TERM DATES: 12/1/08 - 9/30/09

CURRENT CONTRACT TERM DATES: 12/1/09-09/30/2010

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: As needed Basis

Current Modified Amount As needed basis.

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

- A. This contract is hereby auto-renewed effective December 30, 2009 through September 30, 2010.
- B. Reference Section 6.0 "Amendments/Modifications" Attachment A - Scope of Services is hereby deleted in its entirety and replaced with Attachment A - Scope of Services revised as of November 30<sup>th</sup>, 2009 which is made a part of the contract hereof.
- C. Replacement of the Attachment A - Scope of Services constitutes:
  - 1) Increase of current minimum hour's requirement per month/ per client from 4 to 8.
  - 2) Decrease the expected total number of clients to be served annually from 150 to 75.
  - 3) Established a minimum number of clients to be served p/month to be 25.
  - 4) Established a minimum number of contacts and/or hours per client for the 4 and 8 month phases of the 12 month program.
  - 5) Established a target population and referral criteria's for clients eligible for the mentoring program.

**Note to Vendor:**

- Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: Youth Advocate Programs, Inc

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

BY: Richard Stottemyer II  
PRINT NAME

TITLE: CFO  
ITS DULY AUTHORIZED AGENT

DBA  
 CORPORATION  
 OTHER

DATE:

TRAVIS COUNTY, TEXAS

BY: Cyd V. Grimes  
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:  
12/10/09

TRAVIS COUNTY, TEXAS

BY: \_\_\_\_\_  
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

**ATTACHMENT A**  
**SCOPE OF SERVICES & PERFORMANCE MEASURES**  
**Revised as of November 30, 2009**  
**MENTOR PROGRAM SERVICES**

**1.0 Objectives, Research and Target Population:**

1.1 Mentoring Services Objectives: The program will serve approximately 75 children within a 12-month period. The program will assign Mentors based upon the total number of clients being served in the program. Mentoring services are structured relationships between a trained adult with one on one service.

1.2 Research indicates that mentoring relationships that last two or more years significantly increase positive outcomes for youth. Mentors are expected to develop relationships with youth that will exceed their term of probation. Therefore, the Contractor should focus recruitment and training efforts to ensure long term relationships are developed. This does not suggest that mentors will be provided stipends for the entire duration of the relationship. Efforts should be directed to seek volunteers to serve as mentors and should be recruited from non traditional places to include but are not limited to community and local businesses, civic and fraternal organizations, schools/universities, faith based organizations and governmental organizations.

1.3 Mentors will:

1.3.1 Serve as a role model,

1.3.2 Provide support, encouragement, and positive perspectives,

1.3.3 Serve as a resource person and confidant when personal, job, and educational problems occur, and recommend ways for the youth to develop specific job skills, effective behavior, and how to function in the work environment.

1.3.4 A mentor acts as a source of information regarding careers and career development techniques in general; assist the youth in planning a career path,

1.3.5 Gives feedback on observed behavior and reported performance

1.3.6 Establishes and maintains ongoing contact with school faculty, Mentor Coordinator, and parents to discuss student's progress and elicit feedback as needed to ensure success

1.3.7 Meets with the youth at agreed upon intervals for feedback and planning

1.3.8 Participates in Mentor training and support group meetings and shares resources and experiences.

1.4 Target Population: This program will serve adjudicated juveniles that can benefit from a mentoring relationship through the development of a long term relationship with a responsible adult that can commit to working with the juvenile for a minimum of 12 months. The juveniles will be mentally and emotionally capable of developing an appropriate relationship with an adult that focuses on competency building and accomplishment of goals that will improve the juvenile's outcome while on probation.

1.5 Referral Criteria's: Travis County Juvenile Probation responsible manager will take the necessary steps to review and select the type of clients referred to this program. The clients referred will meet the following criteria:

1.5.1 Adjudicated and placed on probation for a minimum of 6 months.

1.5.2 Low to medium risk as determined by the TJPC Risk Assessment instrument administered by the Travis County Juvenile Probation Department.

1.5.3 Will not have a serious mental health diagnosis that would likely impair the juvenile's ability to form an appropriate relationship with a responsible adult.

2.0 Contractor will provide the following services:

2.1 Assessment: CONTRACTOR will have (7) seven days from acceptance of a referred client to complete the assessment and/or intake and commence services. County will provide the Contractor a social summary and delinquent history. Any available additional information (placement history, school records, etc.) will also be provided in order to facilitate CONTRACTOR's Client assessment and Goal plan preparations.

2.2 Goal Plan: Develop a specific GOAL Plan for Mentoring each youth, these mentoring services and goals should include identifying and developing appropriate social skills/relationships, improve academic performance, developing or enhancing job or job seeking skills, or to support behavioral or other personal development. Mentoring uses relationships to teach, impart or institute changes in behaviors or attitudes. Mentors may meet with youth in multiple and informal settings, as well as schools or other program sites as appropriate.

2.3 Contacts: At a minimum, mentors and youth should meet regularly:

2.3.1 First 4 months: **Once (1) a week, and EIGHT (8) hours** per month

2.3.2 Remaining 8 months: Volunteer mentors shall then make contact with each youth **FOUR (4) hours** per month.

2.4 Matching the Mentor to Youth - The diverse target population suggests that there must be equal diversity in the development of the cadre of mentors. The training of mentors means that there must be a matching to the discipline or a matching of mentor to youth that accommodate many factors. Youth in the Juvenile Justice System will benefit from a mentor when the mentor has been trained to understand the system itself, but also trained to understand some of the nuances presented by these youth. There are also cultural characteristics, language, traditions, taboos that youth may present and mentors must have skills, experience, knowledge enhanced by training to ensure awareness and sensitivity to these areas.

2.5 Weekly activity reports – Mentor will document services provided to each child and these reports shall be submitted to the County on a bi-weekly basis. These reports, at a minimum, will include the date and time of service, type of service and whether the child was present or whether the family only was present.

2.6 Progress Quarterly Meeting - The Contractor's program director and child/family mentor will meet and review the individual **goals and objectives** quarterly and provide a copy to the juvenile probation officer. The report will include completed goals, and next quarter goals.

2.7 Immediate notice, within 24 hours of decision is required when discharge from the service is requested by either party which is not pursuant to the service plan or court order, except in cases of emergency or in cases when the child has absconded for a week or becomes otherwise unavailable. An emergency is defined as acute behavior, which endangers the health or safety of the child or others. The Contractor, in conjunction with the County, shall define which situations constitute an emergency. If an emergency is determined or if the child becomes unavailable for more than seven days due to absconding or change of circumstance, then Contractor will implement an immediate discharge. When immediate discharge has been decided upon, the Contractor shall provide all reasonable service to protect the child and assist in the discharge transition, if applicable.

**2.8 Recruiting:** Contractor should provide quarterly reports on its efforts for recruitment and training of mentors.

Since structured support is critical for the mentoring relationship, best practices require training for mentors, oversight of the relationship and tracking outcomes of the relationships with mentors.

Types of Mentoring: Responsible mentoring can occur in these forms:

- Traditional mentoring: One adult to one young person.
- Group mentoring: One adult to up to four young people.
- Team mentoring: Several adults working with small groups of young people in which the adult to-youth ratio is not greater than 1:4.

**3.0 Duration of Mentoring:** The program is set so that a client has an assigned mentor for the period of 12 months. Because relationships and a sense of bonding occur over time between mentors and youth, the duration and consistency of each mentoring relationship is very important. At a minimum, mentors and youth should meet regularly 8 hours per month for 4 months in accordance with section 2.0 paragraph 2.3 Contacts. Travis County will pay for the youth while enrolled in the 4 month program for a minimum of 8 hours p/month, after the 4 months the youth will continue with the assigned volunteer mentor for an additional 8 months. There are exceptions, such as school-based mentoring, which coincide with the school year and other types of special mentoring initiatives. In such special circumstances, youth will need to know from the outset how long they can expect the relationship to last, so they can adjust their expectations accordingly.

**4.0 CONTACTS WITH FAMILY and/or Groups':**

As long as Contractor provides the minimum face-to-face contacts with the youth, services may include face-to-face visits with the child's family without the child present. At no time may service time billed include phone contacts. If the client attends a group activity without a mentor being present, the hours provided to the client will be considered as "non-billable hours" for the County.

**5.0** The County will be notified within 24 hours of any incident or injury involving a juvenile.

**6.0 PERFORMANCE MEASURE:**

The performance of CONTRACTOR in achieving the goals of JUVENILE PROBATION will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of CONTRACTOR in fulfilling the terms and conditions of the Agreement.

**6.1 Output Measures:**

Contract output shall be measured by CONTRACTOR'S satisfactory delivery of the promised services in accordance with the terms and conditions of the Contract, including, but not limited to, serving all youth referred by County in accordance with Attachment A Scope of Services.

6.2 Outcome Measures:

6.2.1 The outcome of CONTRATOR'S service delivery shall be measured by the availability of provider to accept youth for mentoring services and by the percentage of children under its care that are considered to have made progress toward their goal plan.

6.2.1.1. The Contractor shall accept 100% of all appropriate referrals of youth from the Travis County Juvenile Probation Department for mentoring services.

6.2.1.2. 95% of youth referred to Contractor will show progress in their goal plan upon exit from Contractor services.

6.2.2 In addition to providing information that demonstrates youth progress in the program, contractor will track and report the actual numbers for the following:

6.2.1 Number of juveniles served.

6.2.2 Average length of mentoring relationship.

6.2.3 Number of orientation sessions.

6.2.4 Number of mentors recruited.

6.2.5 Number of volunteers attending quarterly training sessions.

6.2.6 Exit survey for youth and family

6.2.7 Recidivism (this will demonstrate the effectiveness of the program in relation youth repeat offenders)



4



**TRAVIS COUNTY PURCHASING OFFICE**

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9184

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

*Cyd V. Grimes 12/11/09*

**Voting Session: Tuesday, December 22, 2009**

**REQUESTED ACTION: APPROVE CONTRACT AWARD FOR RENTAL OF CARGO VANS, IFB B100031-RG, TO THE SOLE BIDDER, ENTERPRISE RENT A CAR. (COUNTY CLERK)**

**Points of Contact:**

- Purchasing:** Rosalinda Garcia
- Department:** County Clerk, Dana Debevoir, Denise Carter, 854-3997
- County Attorney (when applicable):** John Hille
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro and Jose Palacios
- Other:** Gail Fisher

**Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This contract will provide rental of cargo vans for the County Clerks during elections.

On October 22, 2009, IFB # B100031-RG was issued through Bidsync. One bid was received on November 9, 2009. The Purchasing Office concurs with the County Clerks Office recommendation to award a contract to the sole bidder, Enterprise Rent A Car.

➤ **Contract Expenditures:** Within the last 12 months \$16,841.00 has been spent against this requirement.

Not applicable

➤ **Contract-Related Information:**

Award Amount: Estimated quantity  
 Contract Type: Annual Contract  
 Contract Period: January 20, 2010 through January 19, 2011

➤ **Solicitation-Related Information:**

Solicitations Sent: 263 Responses Received: 1  
 HUB Information: Not Applicable % HUB Subcontractor:

24

➤ **Special Contract Considerations:**

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

➤ **Statutory Verification of Funding:**

- \*  Purchase Requisition in HTE
- \*  Contract Verification Form signed by Auditor and/or P.B.O.
- Funding Account(s) 001-2020-532-6104
- Comments: Requisition processed at time of requirement

- At least one of these must be included

➤ APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_

DATE

\_\_\_\_\_

COUNTY JUDGE

**Rose Garcia - Re: Fwd: Tabulation Packet for Bid B100031-RG**

---

**From:** Denise Carter  
**To:** Rose Garcia  
**Date:** 12/7/2009 4:12 PM  
**Subject:** Re: Fwd: Tabulation Packet for Bid B100031-RG  
**CC:** Gail Fisher

---

Rose,

We recommend awarding the contract to the sole bidder Enterprise Rent-a-car. The account number is 001-2020-532-6104.

Please let me know if you have any questions.

Thanks,  
Denise

Denise Carter  
Executive Assistant to County Clerk  
PO Box 149325  
Austin, TX 78714  
(512) 854-3997 office  
(512) 854-3942 fax


## Bid #B100031-RG - RENTAL OF CARGO VANS


Creation Date **Oct 12, 2009**

End Date **Nov 9, 2009 2:00:00 PM CST**

Start Date **Oct 22, 2009 3:43:33 PM CDT**

Awarded Date **Not Yet Awarded**

<b>B100031-RG-1-01 Rental of Cargo Van</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Enterprise Rent-A-Car	First Offer - \$269.00	15 / week	\$4,035.00		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Make and Model Bid: Ford E25c 2008</b>		

<b>B100031-RG-1-02 Rental of Cargo Van</b>					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Enterprise Rent-A-Car	First Offer - \$59.00	15 / day	\$885.00		
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b> <b>Make and Model Bid: Ford E25c 2009</b>		

**Supplier Totals**

<b>Enterprise Rent-A-Car</b>		<b>\$4,920.00 (2/2 items)</b>
Bid Contact <b>John Scarborough</b> <b>john.scarborough@erac.com</b> <b>Ph 512-912-5338</b>	Address <b>4210 S. Congress</b> <b>Austin, TX 78745</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	

\*\*All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.



GM200I13

**TRAVIS COUNTY**

12/08/09

Fiscal Year 2010

**Account Balance Inquiry**

12:35:49

Account number . . . . : 1-2020-532.61-04  
 Fund . . . . . : 001 GENERAL FUND  
 Department . . . . . : 20 COUNTY CLERK  
 Division . . . . . : 20 ELECTIONS ADMINISTRATION  
 Activity basic . . . . : 53 GENERAL GOVERNMENT  
 Sub activity . . . . . : 2 COUNTY CLERK  
 Element . . . . . : 61 RENT  
 Object . . . . . : 04 RENT-OTHER MACH & EQUIP

Original budget . . . . . :	36,000	
Revised budget . . . . . :	43,945	10/01/2009
Actual expenditures - current . . . . :	.00	
Actual expenditures - ytd . . . . . :	.00	
Unposted expenditures . . . . . :	449.00	
Encumbered amount . . . . . :	8,394.00	
Unposted encumbrances . . . . . :	449.00-	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	8,394.00	19.1%
Unencumbered balance . . . . . :	35,551.00	80.9

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



# TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9181

5

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

*Cyd V. Grimes 12/11/09*

**Voting Session: Tuesday, December 22, 2009**

**REQUESTED ACTION: APPROVE CONTRACT AWARD FOR JANITORIAL SERVICES, PRECINCT 4 OFFICE BUILDING, IFB #B100059-LD, TO THE LOWEST RESPONSIVE BIDDER, INTERNATIONAL BUILDING SERVICES (FM)**

**Points of Contact:**

**Purchasing:** Loren Breland, 854-4854

**Department:** FM, Roger A. El Khoury, P.E., John Carr, Rony Aouad, 854-9661

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

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

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

**Other:**

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

This contract will provide Janitorial Services for the Precinct 4 Office Building.

On November 10, 2009, IFB #B100059-LD was issued to 50 vendors. Ten bids were received on November 30, 2009. FM has reviewed the bids and recommends award to the lowest responsive bidder, International Building Services. The references provided by the lowest bidder, DeeCal Commercial Cleaning Services, did not support sufficient experience for buildings of similar size and scope. Purchasing requested additional references from DeeCal for janitorial experience in buildings of similar size and scope with the Precinct 4 building and they were unable to provide such references. The second low bidder, KISS, Inc., submitted a letter requesting that their bid be withdrawn due to the omission of pricing for supplies and day porter.

- **Contract Expenditures:** Within the last 12 months \$71,550.00 has been spent against this requirement.

➤ **Contract-Related Information:**

Award Amount: As needed basis.

Contract Type: Annual Contract

Contract Period: January 21, 2010 to January 20, 2011

➤ **Contract Modification Information:**

Modification Amount: \$0.00

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 50

Responses Received: 12

HUB Information: Vendor is not a HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisitions 489098, 489099 in H.T.E.

Funding Account(s): 001-1403-525-6099

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.

➤ APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

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



# FACILITIES MANAGEMENT DEPARTMENT

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

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

## MEMORANDUM

FMD Project: SVCOT-09-10FXM  
File: 102

**TO:** Cyd Grimes, C.P.M., Purchasing Agent

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

**FROM:** Rony R. Aouad, Service Contract Manager

**DATE:** December 8, 2009

RECEIVED  
TRANSPORTATION  
DEC 10 AM 9:00  
PURCHASING  
OFFICE

*Roger A. El Khoury*  
*Rony R. Aouad*

**SUBJECT:** Janitorial Services – Precinct Four Office Building  
Contract Award of IFB100059-LD

Facilities Management Department (FMD) has completed the review of the ten bids received for Janitorial Services at Precinct Four Office Building. The apparent lowest three bidders in order are Decal Commercial Cleaning Services (DCCS), Kiss Inc., and International Building Services (IBS).

- As discussed with your staff, DCCS has been determined to be “non responsive” due to their inability to provide references for experience with similar scope.
- Kiss Inc., the second lowest bidder withdrew their bid due to overlooking the requirements for a day porter and to provide cleaning supplies. Their request to withdraw is at Attachment Two.
- IBS is the third apparent low bidder and is our current contractor at the Precinct Four Office Building. IBS has performed in compliance with the terms of their previous contract for the last three years.

FMD recommends award of the contract for Janitorial Services at Precinct Four Office Building to IBS. Funding for Janitorial Services is in line item 001-1403-525-6099. Please direct any questions on this request to Rony Aouad at 44781. Your assistance in this request is greatly appreciated.

### ATTACHMENTS:

1. Bid Tabulation
2. Kiss Inc., Withdrawal Letter, December 7, 2009

### COPY TO:

John Carr, Administrative Director, FMD  
 Lloyd Evans, Maintenance Division Director, FMD  
 Amy Draper, CPA, Financial Manager, FMD  
 Loren Breland, Purchasing Agent Assistant, Purchasing Office



<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Supplier Notes:</b>
---	---

**Supplier Totals**

<b>Deecal Commercial Cleaning Service</b>	<b>\$50,006.00 (8/8 items)</b>
Bid Contact <b>Kenneth Calvin</b> Ph 512-801-3419	Address <b>670 Louis Henna Blvd., Apt 905</b> <b>Round Rock, TX 78664</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>Kiss Inc.</b>	<b>\$52,567.60 (8/8 items)</b>
Bid Contact <b>Heather Rosas</b> <b>heather@kisscleaning.com</b> Ph 512-751-3942 Fax 512-250-1225	Address <b>13498 Pond Springs</b> <b>Austin, TX 78729</b>
Qualifications <b>HUB MBE SB TX WBE</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>International Building Services</b>	<b>\$53,693.00 (8/8 items)</b>
Bid Contact <b>Hye Kim</b> <b>yosan80@hotmail.com</b> Ph 512-833-8466	Address <b>8204 N. Lamar Blvd.,B-16</b> <b>Austin, TX 78753</b>
Qualifications <b>CISV SB</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>MARIO L. CARLIN MANAGEMENT, LLC</b>	<b>\$57,982.00 (8/8 items)</b>
Bid Contact <b>MARIO CARLIN</b> <b>MARIOCARLIN@AOL.COM</b> Ph 512-417-7495 Fax 512-532-0565	Address <b>605 CANYON TRAIL CT</b> <b>ROUND ROCK, TX 78664</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>UCS</b>	<b>\$59,190.00 (8/8 items)</b>
Bid Contact <b>Mark Ybarra</b> <b>mybarra@ucscleaning.com</b> Ph 512-385-6600 Fax 512-385-0320	Address <b>1834 Ferguson Lane, Ste. 1000</b> <b>Austin, TX 78754</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>K-B Contract Cleaning, Inc.</b>	<b>\$61,329.00 (8/8 items)</b>
Bid Contact <b>Paul Bowland</b> <b>paul@k-bcc.com</b> Ph 512-452-9509 Fax 512-452-9500	Address <b>P.O. Box 9101</b> <b>Austin, TX 78766</b>
Qualifications <b>CISV SB</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>American Facility Services</b>	<b>\$61,369.50 (8/8 items)</b>
Bid Contact <b>Anita Sweet</b> <b>asweet@bellsouth.net</b> Ph 770-740-1613	Address <b>1325 Union Hill Industrial Ct. Ste A</b> <b>Alpharetta, GA 30004</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>Southwest Key Maintenance LLC</b>	<b>\$66,145.00 (8/8 items)</b>
Bid Contact <b>David Maldonado</b> <b>dmaldonado@swkey.org</b> Ph 512-462-2181 Fax 512-462-2028	Address <b>6002 Jain Lane</b> <b>Ausitn, TX 78721</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>Retail Clean Management Systems</b>	<b>\$74,556.18 (8/8 items)</b>
Bid Contact <b>Samuel Salas</b> <b>samnu175@aol.com</b>	Address <b>1400 West Ave.</b> <b>San Antonio, TX 78201</b>

<b>Ph 210-279-7752</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>James Enterprise</b>	<b>\$76,718.00 (8/8 items)</b>
Bid Contact <b>Margaret J James</b> <b><u>mjj8957@aol.com</u></b> <b>Ph 972-299-0021</b>	Address <b>605 Cedar Street</b> <b>Cedar Hill, TX 75104</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>

\*\*

Attachment  
2



KLEAN IMAGE SERVICE SPECIALISTS

December 7, 2009

4011 Mckinney Falls Parkway  
Austin, TX 78744

To whom it may concern:

Kiss, Inc. would like to formally withdraw the bid presented for janitorial services at the Precinct 4 Office Building, located at 4011 Mckinney Falls Parkway, Austin, TX 78744. We had inadvertently left off pricing for the day porter and cleaning supplies.

We sincerely apologize for any inconveniences this may cause. Please do not hesitate to contact our office with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Mindy LaBouve". The signature is written in black ink and is positioned above the typed name and title.

Mindy LaBouve  
Office Manager

GM200I13

**TRAVIS COUNTY**

12/11/09

Fiscal Year 2010

**Account Balance Inquiry**

08:40:59

Account number . . . . : 1-1403-525.60-99  
 Fund . . . . . : 001 GENERAL FUND  
 Department . . . . . : 14 FACILITIES MANAGEMENT  
 Division . . . . . : 03 CUSTODIAL SERVICES  
 Activity basic . . . . : 52 GENERAL GOVERNMENT  
 Sub activity . . . . . : 5 FACILITIES  
 Element . . . . . : 60 OTHER PURCHASED SERVICES  
 Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . . : 224,419  
 Revised budget . . . . . : 240,665 10/01/2009  
 Actual expenditures - current . . : 16,267.86  
 Actual expenditures - ytd . . . . : 9,712.26  
 Unposted expenditures . . . . . : .00  
 Encumbered amount . . . . . : 150,279.61  
 Unposted encumbrances . . . . . : .00  
 Pre-encumbrance amount . . . . . : .00  
 Total expenditures & encumbrances: 176,259.73 73.2%  
 Unencumbered balance . . . . . : 64,405.27 26.8

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



# TRAVIS COUNTY PURCHASING OFFICE

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

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

6

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

*Cyd V. Grimes 12/11/09 MB*

**Voting Session: Tuesday, December 22, 2009**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD FOR PROFESSIONAL ENGINEERING SERVICES, DESIGN OF HOWARD LANE EXTENSION, PHASE II, RFQ NO. Q090251-JW, TO THE HIGHEST QUALIFIED RESPONDENT, JACOBS ENGINEERING GROUP, INC (TNR)

**Points of Contact:**

**Purchasing:** Jason G. Walker

**Department:** (TNR), Joe Gieselman, Executive Manager; Steve Manilla, P.E., Public Works Director; Tony Valdez, P.E.

**County Attorney (when applicable):** Chris Gilmore

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

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

**Other:**

RECEIVED  
COUNTY JUDGES' OFFICE  
09 DEC 15 PM 4:06

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

This project is to design an extension (Phase II) of Howard Lane, between Cameron Road and SH-130. Currently, such does not exist, and the planned route is to traverse undeveloped land. A portion of this extension is inside the City of Austin, while another portion is within the unincorporated area of Travis County. Where the planned extension is to interchange with SH-130, this is within TxDOT right of way.

On June 10, 2009 twenty-eight (28) proposals were received, in which TNR staff, along with a City of Austin Project Manager, evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. Upon final completion of the evaluations, TNR recommended Jacobs Engineering Group, Inc. as the top firm to Commissioners Court, and on August 4, 2009 Commissioners Court authorized staff to negotiate a contract with Jacobs Engineering Group, Inc.

TNR and the Purchasing Office recommends approving the Professional Service Agreement with Jacobs Engineering Group, Inc. in the amount of \$840,636.39.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$840,636.39 (Not-to-Exceed)  
Contract Type: Architect/Engineer  
Contract Period: Through project completion

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)  
Modification Type: N/A  
Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 168 Responses Received: 28  
HUB Information: Vendor is not a HUB % HUB Subcontractor: 33%

➤ **Special Contract Considerations:**

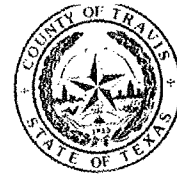
- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments: The original contracts are with Jacobs Engineering Group, Inc. for signature and upon receipt will then be routed for signatures of all Travis County persons.

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 478830
- Funding Account(s): 475-4993-750-6099; 513-4931-808-8164; 479-4931-621-8164
- Total Budget: \$18,458,000.00
- Design Budget: \$1,050,795.00
- Construction Budget: \$17,332,205
- Comments: Budget verified through PBO by Jessica Rio, TNR's PBO analyst

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_ Not Verified X by Auditor.



## **TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT**

---

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.  
Eleventh Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4626

December 3, 2009

### **MEMORANDUM**

**TO:** Marvin Brice, Assistant Purchasing Agent

**FROM:** Steve Manilla, Public Works Director

**Subject:** Howard Lane Phase II

REQ# Q090251-JW

Professional Services Agreement with Jacobs Engineering Group Inc.

The following information is for your use in preparing an agenda item for Commissioner's Court action. Please contact me at x-49429 if you need additional information.

#### **Proposed Motion:**

Consider and take appropriate action on TNR's request to enter into a Professional Service Agreement with Jacobs Engineering Group Inc. for design services required for the Howard Lane Phase II roadway capital improvement project.

#### **Summary and Staff Recommendations:**

In April 2009 TNR requested the Purchasing Office to obtain professional engineering services for design for the joint City of Austin-Travis County-TxDot Howard Lane Phase II roadway project. Purchasing developed an RFQ and on June 10, 2009 received proposals from twenty-nine firms. A three member evaluation team consisting of two TNR staff and a City of Austin Project Manager evaluated the qualifications of each firm and determined Jacobs Engineering Group, Inc. to be the highest qualified firm. Consequently in July 2009 the Court approved Purchasing and TNR to negotiate a Professional Services Agreement. The negotiations are now complete, the City of Austin and TxDot have concurred with the agreed amount to pay, and Court approval of the resultant Professional Services Agreement is recommended

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

This project was approved by voters in the 2005 bond referendum as a Public-Private project. However, TNR was unable to negotiate an agreement with the private partner and the public funds were reallocated, per the terms of the bond referendum. Replacement funds were eventually provided through a matching-fund agreement with TxDot. The County's matching funds are being provided with Certificates of Obligation approved during the FY 09 budget process. Additionally, the City of Austin has agreed through an

Page 2

December 3, 2009

Howard Ln PHII-Professional Services Agreement with Jacobs Engineering Group Inc.

Interlocal Agreement to fully fund the portion of the project that passes through their corporate limits. Total estimated project construction cost is approximately \$10,500,000 and a design fee of \$840,636.39 has been agreed upon with the consultant. The City's portion of this fee is \$512,790.67, which has been agreed upon with the City. TxDOT funds will be used to pay 80% of the remaining amount, leaving the County responsible for \$65,569.14. TxDOT also has no objection to the proposed fee.

The Contract number is 09AE0251JW and Project number is 3110-N09700001-05B01A and a sheet detailing funding for design and construction of the project is attached as "Exhibit A". The State's funding is to be used to pay 80% of the County's share of project cost. The \$840,636.39 is encumbered on requisition number 478830 and the account and commodity/sub-commodity numbers are being provided below.

<u>Entity</u>	<u>Account</u>	<u>Com/Sub</u>	<u>Amount</u>
City of Austin	475-4993-750-6099	968/048	\$512,790.67
Travis County Portion -CO	513-4931-808-8164	968/054	\$ 65,569.14
Travis County Portion-TX DoT	479-4931-621-8164	968/054	<u>\$262,276.58</u>
			<b>\$840,636.39</b>

**Background:**

The Travis County 2005 bond program that was approved by voters in November 2005 included funding to design and construct a portion of the extension of Howard Lane from Cameron Road to SH 130. The project required an Advance Funding Agreement (AFA) with TxDOT, an Interlocal Agreement with the City of Austin; and, Road Construction Agreements with two land owners.

Howard Lane is included in the Capital Area Metropolitan Planning Organization (CAMPO) Mobility 2030 Plan as a MAD4 arterial roadway. It will include bike lanes and sidewalks in each direction.

The Consultant will be required to provide complete Plans, Specifications, and Estimates within 18 months of receiving notice-to proceed. All right-of-way for the County section is to be donated by the property owners. The City already has right-of-way dedications for its portion. The project can go to construction once the design is complete, and all permits obtained. The construction process is anticipated to take from 15 to 18 months.



Page 3

December 3, 2009

Howard Ln PhII-Professional Services Agreement with Jacobs Engineering Group Inc.

**Required Authorizations:**

Jessica Rio, PBO

Chris Gilmore, Assistant County Attorney

Attachments: Vicinity Map and Project Budget Summary

CC: Steve Sun, P.E., TNR

Tony Valdez, P.E. Project Manger, TNR

Donna Williams-Jones, TNR Financial Services

Jason Walker, Purchasing Buyer

**"EXHIBIT A"**  
**HOWARD LANE PHASE II - BUDGET SUMMARY**

<b>FUNDING SOURCE</b>	<b>ENGINEERING AMOUNT</b>	<b>CONSTRUCTION AMOUNT</b>	<b>MISC./ CONTINGENCY AMOUNT</b>	<b>TOTAL AMOUNT</b>
City of Austin	\$ 640,985	\$ 9,359,015	\$ -	\$ 10,000,000
Developer - Trafalgar I LP	\$ -	\$ 148,000	\$ -	\$ 148,000
Developer - Anne B. Schryver Property	\$ -	\$ 135,000	\$ -	\$ 135,000
TX DoT Grant - 80% of County Portion	\$ 327,848	\$ 5,672,152	\$ -	\$ 6,000,000
Travis County - 20% of County Portion & Match for TX DoT Grant	\$ 81,962	\$ 1,568,038	\$ 75,000	\$ 1,725,000
Travis County - 1984 Bonds	\$ -	\$ 450,000	\$ -	\$ 450,000
<b>TOTALS</b>	<b>\$ 1,050,795</b>	<b>\$ 17,332,205</b>	<b>\$ 75,000</b>	<b>\$ 18,458,000</b>

PURCHASE REQUISITION NBR: 0000478830

REQUISITION BY: DONNA WILLIAMS 854-7677

STATUS: AUDITOR APPROVAL  
 REASON: 53933 ENC \$\$ PENDING AWARD ATTN: M. BRICE

DATE: 8/18/09

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: JACOBS ENGINEERING GROUP INC

DELIVER BY DATE: 8/18/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CITY OF AUSTIN PORTION COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: CIP NON-CAPITAL REIMBUSMT	512790.67	DOL	1.0000	512790.67	
2	TRAVIS COUNTY PORTION CO 20% CONTRIBUTION COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: MAJOR ROAD-NEW CONSTRUCT	65569.14	DOL	1.0000	65569.14	
3	TRAVIS COUNTY PORTION TX DOT 80% CONTRIBUTION ***** FOR ENGINEERING SERVICES FOR HOWARD LN PHII PROJECT COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: MAJOR ROAD-NEW CONSTRUCT	262276.58	DOL	1.0000	262276.58	

REQUISITION TOTAL: 840636.39

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	47549937506099	OTHER PURCHASED SERVICES X1L017 CONTRACTED SERVICES HOWARD LANE PH II	100.00	512790.67
2	51349318088164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS O10479 CERT OBLIG TXDOT HOWD LN	100.00	65569.14
3	47949316218164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS M10479 HOWARD LN @SH130	100.00	262276.58
				840636.39

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20090818 RT COURT  
 11/16/9 RETURNED.GMC  
 12/3/09 UPDATED WITH NEGOTIATED PRICE DWJ

Account Balance Inquiry

Fiscal Year 2010

Account number . . . . .	:	513-4931-808.81-64
Fund . . . . .	:	513 L/T CERT OF OBLIG 2009
Department . . . . .	:	49 TNR (TRANS & NATRL RESRC)
Division . . . . .	:	31 RD CAPACITY/BRIDGE REPLMT
Activity basic . . . . .	:	80 CAPITAL PROJECTS
Sub activity . . . . .	:	8 INFRA&ENV SVS (TRANS&RDS)
Element . . . . .	:	81 CAPITAL OUTLAY
Object . . . . .	:	64 PURCH SVC-INFRASTRCTR RDS

Original budget . . . . .	:	0	
Revised budget . . . . .	:	2,840,000	10/01/2009
Actual expenditures - current . . . . .	:	.00	
Actual expenditures - ytd . . . . .	:	.00	
Unposted expenditures . . . . .	:	.00	
Encumbered amount . . . . .	:	.00	
Unposted encumbrances . . . . .	:	.00	
Pre-encumbrance amount . . . . .	:	1,065,569.14	
Total expenditures & encumbrances:	:	1,065,569.14	37.5%
Unencumbered balance . . . . .	:	1,774,430.86	62.5

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

TRAVIS COUNTY  
Pre-Encumbrance Detail

Account number: 513-4931-808-81.64  
CAPITAL OUTLAY / PURCH SVC-INFRASTRCTR RDS  
Position to . . . . Requisition number \_\_\_\_\_  
or Po number . . . . \_\_\_\_\_

Type selections, press Enter.  
1=Select

Opt	Requisition Number	Purchase Order	Amount	Year	Project
	0000478830		65,569.14	2010	010479
-	0000478831		750,000.00	2010	COR001
-	0000478927		250,000.00	2010	COR001
-					

F12=Cancel

Account Balance Inquiry

Account number . . . . : 479-4931-621.81-64  
Fund . . . . . : 479 STATE STD HWY CAP GRANT  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 31 RD CAPACITY/BRIDGE REPLMT  
Activity basic . . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
Element . . . . . : 81 CAPITAL OUTLAY  
Object . . . . . : 64 PURCH SVC-INFRASTRCTR RDS

Original budget . . . . .	0	
Revised budget . . . . .	6,000,000	12/07/2009
Actual expenditures - current . . . . .	.00	
Actual expenditures - ytd . . . . .	.00	
Unposted expenditures . . . . .	.00	
Encumbered amount . . . . .	.00	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount . . . . .	262,276.58	
Total expenditures & encumbrances:	262,276.58	4.4%
Unencumbered balance . . . . .	5,737,723.42	95.6

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

TRAVIS COUNTY  
Pre-Encumbrance Detail

Account number: 479-4931-621-81.64  
CAPITAL OUTLAY / PURCH SVC-INFRASTRCTR RDS  
Position to . . . . Requisition number \_\_\_\_\_  
or Po number . . . . \_\_\_\_\_

Type selections, press Enter.

1=Select

Opt	Requisition Number	Purchase Order	Amount	Year	Project
-	0000478830		262,276.58	2010	M10479

F12=Cancel

**Account Balance Inquiry**

Fiscal Year 2010

Account number . . . . : 475-4993-750.60-99  
 Fund . . . . . : 475 CONTRACTUAL CAPITAL PROJ  
 Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
 Division . . . . . : 93 INTERGOV AGREEMNTS-ROADS  
 Activity basic . . . . . : 75 CHARGES FOR SERVICES  
 Sub activity . . . . . : 0 INFRA-ENV SCVS (TRNS&RDS)  
 Element . . . . . : 60 OTHER PURCHASED SERVICES  
 Object . . . . . : 99 CONTRACTED SERVICES

Original budget . . . . . :	0	
Revised budget . . . . . :	3,311,743	12/09/2009
Actual expenditures - current . . . . . :	159,691.01	
Actual expenditures - ytd . . . . . :	176,917.31-	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	2,355,210.48	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	512,790.67	
Total expenditures & encumbrances:	2,850,774.85	86.1%
Unencumbered balance . . . . . :	460,968.15	13.9

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



TRAVIS COUNTY  
Pre-Encumbrance Detail

Account number: 475-4993-750-60.99  
OTHER PURCHASED SERVICES / CONTRACTED SERVICES  
Position to . . . . Requisition number \_\_\_\_\_  
or Po number . . . . \_\_\_\_\_

Type selections, press Enter.

1=Select

Opt	Requisition Number	Purchase Order	Amount	Year	Project
-	0000478830		512,790.67	2010	X1L017

F12=Cancel

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
TRAVIS COUNTY  
AND  
JACOBS  
FOR  
PROFESSIONAL ENGINEERING SERVICES  
FOR  
HOWARD LANE EXTENSION, PHASE II

DRAFT

## PROFESSIONAL SERVICES AGREEMENT (PSA)

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**DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)**

<b>STATE OF TEXAS</b>	§	
		§
<b>COUNTY OF TRAVIS</b>	§	

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, (the "COUNTY") and Jacobs (the "CONSULTANT") (this "Agreement").

WHEREAS, the COUNTY desires to obtain professional engineering services for the design of Howard Lane Extension, Phase II (the "Project"); and

WHEREAS, the ARCHITECT/ENGINEER has the professional ability and expertise to fulfill the requirements of the Project, and to counsel the COUNTY in the selection and analysis of cost-effective alternatives;

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, the COUNTY and the CONSULTANT agree as follows:

**SECTION 1  
EMPLOYMENT OF THE CONSULTANT**

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional engineering services as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder shall be submitted to the Executive Manager of Travis County Transportation and Natural Resources (the "EXECUTIVE MANAGER"). Disputes pertaining to non-technical matters shall be handled in accordance with Paragraph 11.9 of this Agreement. The EXECUTIVE MANAGER shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") shall be final and binding.
- 1.2 The COUNTY shall provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the Project. The CONSULTANT shall make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT's copies of the foregoing material shall be returned to the COUNTY upon completion of the Project, if the EXECUTIVE MANAGER so instructs the CONSULTANT.
- 1.3 The COUNTY cannot guarantee the accuracy of all information which it provides to the CONSULTANT. The CONSULTANT may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained therein, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field verified by the CONSULTANT in accordance with his professional judgment. The CONSULTANT may rely on other project information provided by the COUNTY, such as program data or design criteria, in accordance with industry standards, except as

otherwise modified herein.

- 1.4 If the EXECUTIVE MANAGER observes or otherwise becomes aware of any fault or defect in the Work Product, as defined herein, the EXECUTIVE MANAGER shall give prompt written notice thereof to the CONSULTANT. The CONSULTANT shall correct any such fault or defect at no cost to the COUNTY.

## SECTION 2 BASIC SERVICES OF THE CONSULTANT

- 2.1 The CONSULTANT shall be responsible for the complete design and documentation of the work described herein, and shall prepare the Work Product, as defined herein, which shall be acceptable to the EXECUTIVE MANAGER. The CONSULTANT shall also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and shall consult with and give advice to the COUNTY during the performance of the Project.
- 2.2 The CONSULTANT shall perform the "Basic Services," which shall mean:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which shall be rendered to the satisfaction of the EXECUTIVE MANAGER and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
  - 2.2.2 the detailed Scope of Services for the Project, set forth Appendix A, attached hereto and made a part hereof (the "Scope of Services");
  - 2.2.3 all requirements stated in the Qualifications Statement submitted by the CONSULTANT in response to that RFQ, attached hereto as Appendix B and made a part hereof;
  - 2.2.4 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review at regular intervals, as specified in the Project Schedule to be provided by the CONSULTANT, attached hereto as Exhibit 3 and made a part hereof.
- 2.3 The CONSULTANT shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements applying to this project shall be the latest edition in effect on the date on which this PSA is executed, unless the CONSULTANT and the COUNTY expressly agree otherwise. The applicable codes for this project include but is not limited to:
- a. Uniform Building Code
  - b. National Fire Code
  - c. National Plumbing Code
  - d. National Mechanical Code
  - e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's
  - f. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
  - g. AASHTO A Policy on Geometric Design of Highways and Streets
  - h. Texas Manual of Uniform Traffic Control Devices for Streets and Highways ( current edition and revisions)
  - i. Texas Department of Transportation Construction Manual
  - j. City of Austin Drainage Criteria Manual (current version and updates)

- k. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
  - l. National Environmental Policy Act (NEPA)
  - m. Architectural Barriers, Texas Department of Licensing and Regulation
  - n. Americans with Disabilities Act (ADA) Regulations
  - o. Army Corps of Engineers Regulations
  - p. Edwards Aquifer Regulations
  - q. Texas Commission on Environmental Quality applicable regulations
- 2.4 As part of the services, the CONSULTANT shall report any suspected hazardous materials in the areas of proposed construction to the County. Hazardous materials assessment and abatement work will be provided by the County under separate contract.

### SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to the COUNTY of all elements of the Project designed or specified by the CONSULTANT (the "Construction Cost").
- 3.2 The Construction Cost includes the cost at current market rates, including a reasonable allowance for overhead and profit, (i) of labor and materials and any equipment which has been designed, specified, selected, or specially provided for by the CONSULTANT and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of the CONSULTANT and other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials, or equipment, over contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.
- 3.4 The CONSULTANT may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product (as defined in Section 7), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after the CONSULTANT submits the Work Product for that phase to the COUNTY, any Project budget or fixed limit of Construction Cost will be adjusted by the CONSULTANT if directed by COUNTY as an additional service, if delay was not caused by the CONSULTANT, to reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, the COUNTY may:
- (1) give written approval of an increase in the Project budget or fixed limit,
  - (2) authorize rebidding of the Project within a reasonable time,
  - (3) if the Project is abandoned, terminate this Agreement, or



(4) revise the scope of the Project to reduce the Construction Cost.

- 3.7 If the COUNTY chooses to proceed under clause 3.6.4 above, the CONSULTANT, without additional compensation, shall modify the documents that the CONSULTANT is responsible for preparing under the Basic Services portion of this Professional Services Agreement, as necessary to comply with the fixed limit.
- 3.8 The CONSULTANT shall estimate the total project budget, including reimbursables, contingency, permit fees and agency fees. The budget shall not include (i) hazardous material testing and removal if any is required or (ii) any costs for furniture, fixtures and equipment. As part of the services, the CONSULTANT shall report any suspected occurrence of hazardous materials in the areas of proposed remodeling to the County. Hazardous materials abatement work will be provided by the County under separate contract.

#### SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of the CONSULTANT's performance of the Basic Services, the CONSULTANT shall receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation shall be paid in accordance with the payment schedule set forth in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT shall receive the Additional Services compensation described in Exhibit 1.
- 4.3 In the event of any dispute over the classification of the CONSULTANT's services as "Basic" or "Additional" services under this Agreement, the decision of the EXECUTIVE MANAGER shall be final and binding on the CONSULTANT.

#### SECTION 5 PERIOD OF SERVICE

- 5.1 The CONSULTANT shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 3 and made a part hereof. Any such modification shall include an update to the Project.
- 5.2 This Agreement shall become effective on the Effective Date, as defined herein, and shall remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided herein (the "Project Completion Date"), unless sooner terminated as provided for herein.
- 5.3 If the performance by CONSULTANT or the COUNTY of either party's obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Upon the discovery of such an event, the party whose performance is affected under this section shall notify the other party, and a special meeting shall be called by the EXECUTIVE MANAGER to propose a

program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the EXECUTIVE MANAGER.

## SECTION 6 COORDINATION WITH COUNTY

- 6.1 The EXECUTIVE MANAGER shall act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The EXECUTIVE MANAGER shall have complete authority to interpret and define the COUNTY's policies and decisions with respect to the CONSULTANT's services. The EXECUTIVE MANAGER may designate representatives to transmit instructions and receive information.
- 6.2 The CONSULTANT shall not commence work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the EXECUTIVE MANAGER. The CONSULTANT shall not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the EXECUTIVE MANAGER (the "Notice to Proceed"). The CONSULTANT shall not commence work on any phase of the Project, as such phases are described in the Scope of Services, until receipt of written authorization to proceed, which shall be issued by the EXECUTIVE MANAGER.
- 6.3 At the beginning of each phase and before written authorization to proceed with that phase is issued, the CONSULTANT shall submit to the EXECUTIVE MANAGER the Project Schedule, as updated and adjusted as required for each phase. In addition, the CONSULTANT shall make monthly progress reports with comparisons to the Project Schedule.
- 6.4 In addition to the CONSULTANT's obligations described in the Scope of Services pertaining to meetings, at intervals that shall not exceed thirty (30) days, the CONSULTANT shall arrange for and attend progress meetings with representatives of the COUNTY and, as applicable, any other governmental authority having jurisdiction over the Project to explain and receive feedback on the work-in-progress.
- 6.5 The CONSULTANT shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. The CONSULTANT shall familiarize himself with and comply with established application, review, and approval processes as necessary to assure that reasonable compliance will cause no delay to the Project Schedule.
- 6.6 The CONSULTANT shall have the responsibility at all times under the terms of this Agreement for advising the COUNTY whether in the CONSULTANT's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.7 The CONSULTANT shall cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the EXECUTIVE MANAGER.

## SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" shall mean any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 The Work Product shall be submitted by the CONSULTANT for each phase of the Project on or before the dates specified in the Project Schedule provided by the CONSULTANT. Upon receipt of the Work Product, the submission shall be checked for completion. A "Complete" submission shall mean that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, the COUNTY shall notify the CONSULTANT and the COUNTY's Technical Review Process, as defined herein, will begin. If the submission is incomplete, the COUNTY shall notify the CONSULTANT, who shall perform such professional services as are required to complete the Work Product for that phase and shall resubmit it to the COUNTY.
- 7.4 COUNTY's "Technical Review Process" shall mean County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, the Complete Work Product shall be returned to the CONSULTANT, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to the COUNTY.
- 7.5 The process described in paragraph 7.3 and 7.4 shall be repeated until the Work Product is accepted by County. "Acceptance" shall mean that in the EXECUTIVE MANAGER's opinion substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, the CONSULTANT shall perform any required modifications, corrections, redesigns, and additional work as requested by the COUNTY and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the EXECUTIVE MANAGER. "Approval" shall mean formal written recognition that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 In the event of any dispute over the classification of the CONSULTANT's Work Product as "Complete", "Accepted", or "Approved" under this Agreement, the decision of the EXECUTIVE MANAGER shall be final and binding on the CONSULTANT.

## SECTION 8 REVISION TO WORK PRODUCT

- 8.1 After Approval by County of the Work Product for each Project phase, the CONSULTANT shall, without additional compensation, perform any professional services required as a result of the CONSULTANT's development of the Work Product which are found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructable, the CONSULTANT shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of

County, which involve extra services and expenses to the CONSULTANT, shall entitle the CONSULTANT to additional compensation for such extra services and expenses and shall be paid as Additional Services in accordance with Exhibits 1 and 2. Written authorization for Additional Services must be obtained in advance in accordance with Exhibit 1.

## SECTION 9 REIMBURSABLE EXPENSES

- 9.1 “Reimbursable Expenses” shall mean expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and shall include actual expenditures made by the CONSULTANT in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of the CONSULTANT. Also allowable as reimbursables are postage, delivery expenses, and mileage that are for the Work Product(s);
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project; and
- 9.1.3 The Sub-consultant Management Fee is a to be determined (TBD) percentage negotiated between the COUNTY and the CONSULTANT, for the management of any sub consultants utilized in the performance of the Basic Services or Additional Services set forth in Exhibits 1 and 2. The COUNTY reserves the right to waive the Sub-consultant Management Multiplier during negotiations.
- 9.2 Unless this Agreement has been amended or modified as provided herein, at no time shall the payments made for each of the above-listed categories of Reimbursable Expenses exceed the amount shown in Exhibit 1.
- 9.3 Payment of Reimbursable Expenses shall be made monthly upon presentation of the CONSULTANT’s statement of services rendered or expenses incurred. Receipts for all reimbursable expenses shall be submitted with each invoice. The COUNTY does not reimburse for sales taxes paid by the CONSULTANT. The CONSULTANT may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

## SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 SUSPENSION. The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a “Notice of Suspension”). The “Effective Date of Suspension” shall be the date on which CONSULTANT receives the Notice of Suspension, and this date shall begin the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, the CONSULTANT shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement

detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, shall be prepared for possible delivery to the COUNTY upon COUNTY's request.

10.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which shall take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience"). Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement and Termination for Convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source.

10.2.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.2.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

10.2.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents and representatives shall not be liable for loss of any profits.

Termination by CONSULTANT:

- 10.3.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within thirty (30) days after receipt by the COUNTY of the CONSULTANT's Notice of Termination for Default, the CONSULTANT shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.3.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Termination by COUNTY:

- 10.3.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
  - 10.3.6 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
  - 10.3.7 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
  - 10.3.8 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 10.4 All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

**SECTION 11**  
**CONSULTANT'S RESPONSIBILITY AND LIABILITY**

- 11.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless CONSULTANT or someone under CONSULTANT's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, the CONSULTANT shall inform the COUNTY of such event within five (5) working days.
- 11.2 The CONSULTANT shall be responsible for conformance with applicable federal and state laws, COUNTY permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by the COUNTY shall not release the CONSULTANT of any responsibility or liability for the accuracy and competency of CONSULTANT's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by the COUNTY shall be an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by the CONSULTANT.
- 11.4 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT shall perform all services and responsibilities required of the CONSULTANT under this Agreement using at least that standard of care which a reasonably prudent CONSULTANT in Travis County, Texas, would use in similar circumstances. The CONSULTANT shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement shall be construed to relieve the CONSULTANT of this duty.
- 11.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, shall upon the COUNTY's request be immediately removed from association with the Project.
- 11.6 The CONSULTANT shall place his Texas Professional CONSULTANT's seal of endorsement on all documents and Engineering data furnished to the COUNTY, as required by law.
- 11.7 CONSULTANT is an independent contractor under this Agreement. Neither CONSULTANT nor any officer, agent, servant or employee of CONSULTANT shall be classified as an employee or servant of COUNTY.
- 11.8 INDEMNIFICATION. THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND WHETHER MERITORIOUS OR NOT, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM , DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.
- 11.8.1 If any claim, or other action, that relates to the CONSULTANT's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any

person, firm, corporation, or other entity against the CONSULTANT, the CONSULTANT shall give written notice to County of the following information:

- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
- (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

11.8.2 Except as otherwise directed, the CONSULTANT shall furnish to County copies of all pertinent papers received by the CONSULTANT with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 DISPUTES AND APPEALS (APR '02): The Purchasing Agent acts as the County representative in the issuance and administration of this contract.

In case of a dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this contract. If the Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

## SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT shall furnish the County with Work Product as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided herein. The CONSULTANT shall have the right to retain copies of the Work Product for its records.
- 12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by the CONSULTANT in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project shall be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy.
- 12.3 Any reuse by the CONSULTANT of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of the COUNTY shall be at the CONSULTANT's sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT shall not be liable for the COUNTY's use of partially completed designs, plans, or specifications on this Project or any other Project.



- 12.4 The CONSULTANT shall not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 performed by any other entity, without the specific written consent of the CONSULTANT.

**SECTION 13  
MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS**

- 13.1 The CONSULTANT agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 The CONSULTANT further agrees that the COUNTY or its duly authorized representatives shall have access to any and all books, documents, papers and records of the CONSULTANT, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

**SECTION 14  
MISCELLANEOUS**

- 14.1 VENUE. This Agreement is governed by and shall be construed in accordance with the laws of the United States of American and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4, attached hereto and made a part hereof.
- 14.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.
- 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.
- 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.

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

14.5 BIDDING EXEMPTION. This Agreement is exempted from the bidding requirements of the COUNTY Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

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

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

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

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

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

The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

Jacobs  
2705 Bee Caves Road, Suite 300  
Austin, TX 78746-5688

14.7 INSURANCE. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 5, attached hereto and made a part hereof.

14.8 FORFEITURE OF AGREEMENT. The CONSULTANT shall forfeit all benefits of this Agreement and the COUNTY shall retain all performance by the CONSULTANT and recover all consideration or the value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:

- (i) The CONSULTANT was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons if the CONSULTANT has not disclosed the name of any such Key Contracting Person in

its Qualifications Statement, which is expressly incorporated in this Agreement; or

- (ii) The CONSULTANT does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the Travis County Clerk within 10 days after commencing business with that Key Contracting Person.

“Was doing business” and “does business” shall mean (a) paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable, or (b) loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt; but does not include (y) any payments, receipts, loans, or receipts of a loan which are less than \$250.00 per calendar year in the aggregate, or (z) any retail transaction for goods or services sold to a key person at a posted, published, or marked price available to the general public.

“Key Contracting Person” shall mean any person or business listed in Attachment 1 to Exhibit 6, attached hereto and made a part hereof.

- 14.9 PURCHASE ORDER. The CONSULTANT and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Facilities Management Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors and vendors shall reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.
- 14.10 PAYMENTS. Payment shall be made by check or warrant by upon satisfactory delivery and acceptance of items and submission of invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767

As a minimum, a “Correct and Complete” invoice shall include: (i) Name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address, (ii) COUNTY Agreement, Purchase Order, or Delivery Order number, (iii) identification of items or service as outlined in the Agreement, (iv) quantity or quantities, applicable unit prices, total prices, and total amount, and (v) any additional payment information which may be called for by this Agreement.

#### 14.10.1 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.

- 14.10.1.1 In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a

salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

14.10.1.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

14.10.1.1.2 the debt is paid.

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

14.10.1.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 14.10.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

14.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

14.12 PROPERTY TAXES. Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

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

14.14 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REQUIREMENTS.

14.15.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form which was provided with the CONSULTANT's Qualifications Statement. Identification of this relationship should be accomplished through completion of the NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBs Form, attached hereto as Exhibit 8 and made a part hereof. The NOI form should be signed by both the CONSULTANT and HUB Subconsultant, with a separate form submitted for each Subconsultant, and provided to the Purchasing Agent within five (5) working days after Notification of Contract Award.

- 14.15.2 During the performance of this Agreement, the CONSULTANT is requested to provide payment information on each HUB Subconsultant using the attached HUB SUBCONTRACTOR/SUBCONSULTANT PAYMENT REPORT Form, attached hereto as Exhibit 9 and made a part hereof. This form should be submitted with each invoice from which a HUB Subconsultant will be paid. For additional information, refer to the completion instructions on the form.
- 14.15.3 No changes or substitutions shall be made for the HUB Subconsultants unless such substitution is also a HUB. Any substitution or changes must have prior approval of the Travis County Purchasing Agent or HUB Coordinator. To request a change the HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE Form, attached hereto as Exhibit 10 must be completed and submitted to the HUB Office. Should there not be a HUB firm available as a replacement, CONSULTANT may request an exemption from this requirement from the Purchasing Agent or HUB Coordinator.
- 14.15.4 Prime contractors must obtain pre-approval from the Travis County Purchasing Agent and/or the HUB Coordinator of all changes involving Certified HUB Subcontractors. Modifications to the HUB Subcontractor Participation Plan are permitted only after award of the bid and solely with the prior written approval of the Purchasing Office.
- 14.16 FUNDING OUT. The COUNTY shall make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to the COUNTY.
- 14.17 FUNDING. Funds for payment on this Agreement have been provided through the COUNTY budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the COUNTY to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the COUNTY cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Fiscal Year for the COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.
- 14.18 NON-WAIVER OF DEFAULT. No payment, act or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.19 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider

of mediators for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

14.20 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

14.21 CONSULTANT CERTIFICATIONS:

14.21.1 CONSULTANT certifies that CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.

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

14.22 CIVIL RIGHTS/ADA COMPLIANCE. The CONSULTANT shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

14.23 GRATUITIES. The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY shall be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by CONSULTANT in providing the gratuities.

14.24 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness

of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY shall provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT shall take action specified in the monitoring report prior to the deadlines specified.

- 14.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- 14.26 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.27 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney's General Office.
- 14.28 ENTITY STATUS. By my signature below, I certify that the CONSULTANT is a Delaware corporation, duly incorporated under Texas law and doing business in the State of Texas.

As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

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

THE CONSULTANT:

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

Printed Name: \_\_\_\_\_

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

Authorized Representative

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

The Texas Board of Professional Engineers, 1917 South IH-35, Austin, TX 78741, phone: (512) 440-7723, has jurisdiction over individuals licensed under the Occupations Code, Title 6, Chapter 1001.

TRAVIS COUNTY:

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

Samuel T. Biscoe  
Travis County Judge

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

AVAILABILITY OF FUNDS CONFIRMED:

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

Susan Spataro  
Travis County Auditor

APPROVED AS TO FORM:

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

Cyd V. Grimes, C.P.M.  
Travis County Purchasing Agent

APPROVED AS TO FORM:

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

Assistant County Attorney



**EXHIBIT 1**  
**COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS**

**SECTION 1 – COMPENSATION FOR BASIC SERVICES**

- 1.1 The fixed fee for the performance of the Basis Services shall be the sum of \$822,943.49.
- 1.1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below shall be:
- |      |                              |        |                     |
|------|------------------------------|--------|---------------------|
| (i)  | <u>Design Phase:</u>         |        |                     |
|      | Work Product 1- 30% Design   |        | <u>\$241,715.09</u> |
|      | Work Product 2 – 60% Design  |        | <u>\$253,322.72</u> |
|      | Work Product 3 – 90% Design  |        | <u>\$245,981.88</u> |
|      | Work Product 4 – 100% Design |        | <u>\$76,897.55</u>  |
| (ii) | <u>Bidding Phase:</u>        |        | <u>\$5,026.25</u>   |
|      |                              | TOTAL: | <u>\$822,943.49</u> |

**SECTION 2 - FIXED FEE**

- 2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.
- 2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the EXECUTIVE MANAGER shall be final and binding on the CONSULTANT.

**SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES**

- 3.1 "Additional Services" are defined as any services performed by CONSULTANT not specifically described in the Basic Services (Section 2 of this Agreement).
- 3.2 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement; provided, however, that the performance of any Additional Services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the EXECUTIVE MANAGER.
- 3.3 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a separate written agreement; provided, however, that the performance of any Additional services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the EXECUTIVE MANAGER.

- 3.4 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.
- 3.5 The CONSULTANT shall be compensated for the Additional Services; provided, however, that the CONSULTANT shall not be compensated for work made necessary by the CONSULTANT's errors or omissions.

#### **SECTION 4 – REIMBURSABLE EXPENSES**

- 4.1 The CONSULTANT shall be reimbursed for non-labor expenses and a subcontract management fee incurred in the performance of the Basic Services under this Agreement, both of which are at invoice cost plus a zero percent (0.0%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses:  $\$17,693.00 \times 1.00 = \$17,693.00$

Sub-Contract Management Fee:  $\$N/A \times N/A\% = \$N/A$

REIMBURSABLES TOTAL NOT TO EXCEED:  $\$17,693.00$

#### **SECTION 5 – TOTAL AGREEMENT SUM**

- 5.1 The Total Professional Services Agreement Sum, consisting of the Basic Services of  $\$822,943.49$ , plus the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of  $\$17,693.00$ , shall not exceed  $\$840,636.49$ .

#### **SECTION 6 – SCHEDULE OF PAYMENTS**

- 6.1 Payments shall be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a Correct and Complete invoice, as defined in paragraph 14.10, by the Transportation and Natural Resources Department.

EXHIBIT 2  
HOURLY RATES

**BASIC SERVICES**

**Schedule of Rates (Hourly):**

<i>Project Director</i>	<i>\$200.00</i>
<i>Project Manager</i>	<i>\$173.00</i>
<i>Sr. Engineer</i>	<i>\$173.00</i>
<i>Project Engineer</i>	<i>\$135.00</i>
<i>Design Engineer</i>	<i>\$120.00</i>
<i>EIT</i>	<i>\$75.00</i>
<i>CADD Tech</i>	<i>\$85.00</i>
<i>Admin. Assistant</i>	<i>\$65.00</i>

**ADDITIONAL SERVICES**

**Schedule of Rates (Hourly):**

<i>Project Director</i>	<i>\$200.00</i>
<i>Project Manager</i>	<i>\$173.00</i>
<i>Sr. Engineer</i>	<i>\$173.00</i>
<i>Project Engineer</i>	<i>\$135.00</i>
<i>Design Engineer</i>	<i>\$120.00</i>
<i>EIT</i>	<i>\$75.00</i>
<i>CADD Tech</i>	<i>\$85.00</i>
<i>Admin. Assistant</i>	<i>\$65.00</i>

**EXHIBIT 3**  
**PROJECT SCHEDULE**

- A. The CONSULTANT shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the EXECUTIVE MANAGER and the CONSULTANT shall update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule shall allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal engineering practice, as well as to allow time for the COUNTY's Technical Review Process.
- A.1 The ENGINEER shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule shall be updated in the event that:
1. any COUNTY approval or decision is not made within the time frame set forth in the Project Schedule;
  2. the COUNTY makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by the COUNTY and due to causes beyond the reasonable control of the CONSULTANT;
  3. a force majeure event has occurred; and
  4. the CONSULTANT has not performed in accordance with the latest Project Schedule.
- A.3 If the CONSULTANT falls behind the Project Schedule by two or more weeks, then the CONSULTANT shall present the EXECUTIVE MANAGER with a recovery plan, which sets forth the remedial actions to be taken by the CONSULTANT. At its sole option, the COUNTY may withhold all or part of any payment due to the CONSULTANT until the Project Schedule is recovered.
- B. This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until the Project Completion Date, as defined herein.
- C. The CONSULTANT shall complete all design work described herein, and shall submit its Work Product for the Pre-Design Phase through the Contract Documents Phase (as those phases are described in the Scope of Services), within 428 calendar days from the date of receipt by the CONSULTANT of COUNTY's written Notice to Proceed.

Calculation of the 428 days referenced in paragraph C shall not include any time period during which the COUNTY maintains control of the Work Product or any other documents to be submitted under this Agreement, for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

ATTACHMENT 1 TO EXHIBIT 3

## PERFORMANCE SCHEDULE

<b>Phase</b>	<b>Precedent</b>	<b>Duration</b>
Work Product #1 – 30% Design	Notice-to-Proceed	135 days
Work Product #2 – 60% Design	County acceptance of WP #1	182 days
Work Product #3 – 90 Design	County acceptance of WP #2	90 days
Work Product #4 – 100% Design	County acceptance of WP #3	9 days
Bidding Phase	County acceptance of WP #4	12 days

**ATTACHMENT 2 TO EXHIBIT 3****UTILITY RELOCATION SERVICES**

- I. Research records of properties within project limits of construction
  - a) identify all utility companies that serve the properties
  - b) identify easements on the property and obtain descriptions and copies of any dedication instruments and plats
  - c) identify owners of utilities and contact information
  
- II. Obtain existing condition and proposed improvement information from utility companies
  - a) Determine type, size, and approximate location of existing utilities.
    - 1) interview appropriate utility company representatives
    - 2) obtain as-built drawings if available
  - b) determine future plans for utility work within the limits of construction
    - 1) interview appropriate utility company representatives
    - 2) if available, obtain preliminary utility engineering plans and schedule for future improvements
    - 3) If no engineering plans are available, obtain description of proposed improvements including design criteria that will be used including but not limited to:
      - i) utility assignment
      - ii) depth requirements
      - iii) design requirements for separation from other utilities, structures, or activities
  
- III. Review project design information for existing and potential conflicts
  - a) plan sheets showing existing and proposed conditions for roadways, bridges, buildings, utilities, topography, fences, walls, storm sewer systems, etc.
  - b) profile sheets showing existing and proposed conditions
  - c) detail sheets for foundations showing size and depth requirements
  - d) cross sections showing existing ground and proposed improvement including excavations, embankments, drainage channels, etc
  
- IV. Coordinate the relocation, protection, upgrading or abandonment of utilities
  - a) Identify with TNR Project Managers apparent conflicts between existing or proposed utilities and the project improvements shown in the design documents.
  - b) Provide copies of design documents to all utility service providers along with list of conflicts identified.
    - i) maintain database of utility companies provided with design information, contact persons and numbers, information transmittals, written and verbal communications, and any other pertinent information showing who was involved in the coordination, the decisions made, and the time taken to complete the process
    - ii) meet with utility company representatives to determine their proposed method for reconciling conflicts and communicate the information to TNR
    - iii) meet with TNR and County Attorneys and/or the utility company representatives and other public entities as needed to assist with reconciling conflicts between utilities and the proposed improvements, and record and distribute minutes of such meetings
    - iv) prepare draft of elements to be included in any utility agreements or memorandum of understandings to be developed between TNR and utility service providers. Include responsibilities for relocation, upgrading, or protection; specifics related to costs, scheduling, sizes and types, vertical and horizontal locations; and, any special construction and/or protection requirements.

- v) provide documentation of correspondence and coordination effort to TNR upon completion of assignment

V. Additional Services

- a) provide, or contract with companies that can provide, underground utility locating services.
- b) hand excavate to verify location of utilities
- c) attend pre-construction and construction meetings
- d) provide documentation and testimony as needed to help resolve claims related to utility work or property condemnation cases.

### ATTACHMENT 3 TO EXHIBIT 3

#### CONSTRUCTION ADMINISTRATION SERVICES

##### (a) Coordination and Pre-Construction Meeting Services

###### (i) Technical Submittals and Samples

Prepare a list of all technical submittals required by the Contractor. This list shall be distributed at the pre-construction meeting.

###### (ii) Permits

Prepare a list of all permits to be obtained by the Contractor. This list shall be distributed at the pre-construction meeting.

###### (iii) Material Testing and Inspections

Prepare recommendations for the project construction and material testing protocols.

###### (iv) Pre-construction Submittals

Provide review comments on Contractors' pre-construction submittals. Pre-construction submittals include the Contractor's construction schedule, division of contract, subcontractor list, material supplier list, or any special submittals requested of the Contractor prior to the pre-construction meeting.

##### (b) Administrative Tasks

(i) Prepare draft agenda for pre-construction meeting.

(ii) Determine the project communication, reporting, submittal approval/rejection protocol, and documentation requirements.

(iii) Conduct weekly job site meetings. Determines the format for scheduling and conducting, and recording construction meeting minutes.

(iv) Review and become knowledgeable of any required County construction administration processes.

(v) Record meeting minutes.

(vi) Maintain Project construction records consisting of all correspondence related to the construction of the project, including but not limited to:

(A) all approved technical submittals and a technical submittal checklist;

(B) all approved field orders and change orders;

(C) contract specifications and drawings;



- (D) daily log;
- (E) job meeting minutes;
- (F) clarifications drawings;
- (G) daily progress reports; and
- (H) processed pay requests.

(vii) The daily log, as a minimum, shall contain information regarding weather conditions, ambient temperatures, Contractor manpower levels, sub-contractors manpower levels, daily hours of inspection, travel time, conversations, work items being performed, material delivery information and other observations.

(viii) Daily logs must be completed and include a statement as to whether or not the Contractor is behind schedule or delaying the progress of the work and, if so, the steps the Contractor should take to get back on schedule. Copies of daily logs shall be made available to the County upon request.

(ix) Maintain complete files of all Project-related documents at the Project site.

(x) Upon the completion of each calendar month, furnish the County with a typed statement summarizing the status of the work. In the event the work is behind schedule, the statement shall also delineate what efforts the Contractor must take to get back on schedule. A copy of this statement shall also be delivered to the Contractor.

(xi) After the Project has been completed, submit the Project files, along with the original daily logs to the County.

#### (c) Construction Phase Services

##### (i) Submittals

Process submittals, including receipt, review of, and appropriate action on shop drawings, samples and other submittals. Provide recommendations for County approvals of "or equal" substitutions along with any recommended cost adjustments.

##### (ii) Contract Modifications

For modifications required by the County to resolve design errors or omissions, the Project Manager shall coordinate with the Project Engineer to provide the following services:

- (A) Provide recommendations to the County concerning potential changes and modifications to the project, which are encountered during construction.
- (B) Identify and investigate feasible alternatives, to the extent practical, and prepare necessary plans, details, etc. required to obtain firm cost and schedule impact statements from the Contractor.

(C) Evaluate the Contractor's impact statements and in conjunction with the County negotiate costs for any contemplated changes with the Contractor.

(iii) Contractor Pay Requests

Upon receipt of a pay request from a Contractor, jointly review each line item with the Contractor and advise the Contractor's representative of any discrepancies or conflicts in the pay requests. Verify the accuracy of quantities of installed, delivered, and stored materials. Advise the County of any issues that may warrant withholding, reducing, or delaying payment to the contractor and provide supporting documentation.

(iv) Interpretation of the Contract Documents

Upon request, provide interpretation or clarification of the construction documents to the County or the Contractor. Determine an acceptable method for communicating interpretations and clarifications directly to the Contractor beforehand.

(v) Observation

Site visits are to be performed to the extent necessary to:

(A) Observe, document, and report to the County and the Contractor whether the project is being constructed in accordance with the contract documents.

(B) Observe, document, and report to the County and the Contractor whether the proper measure of unit price bid quantities is being implemented, and confirm percentage completion of lump sum items.

(C) Observe, document, and report to the County the progress of the Contractor and resources committed to the project by the Contractor.

(vi) Materials Testing and Inspections

(i) Establish and administer a materials sampling and testing program to provide quality control and compliance with the construction plans and specifications. Utilizing the list of required testing developed from the construction documents develop a testing program for the Project. The testing program must designate what services are to be provided by the Project Engineer and the Contractor. Services shall include, but not be limited to soils compaction testing, concrete cylinder compression strength tests, gradation analysis, miscellaneous shop inspection, and other testing required by the construction contract documents, or as specifically requested by the County. A copy of the proposed testing program shall be prepared for review by the Developer County prior to beginning work.

(ii) Review all laboratory and field-testing results to determine whether results are in compliance with the construction contract documents and provide recommendations for correction of substandard materials and workmanship revealed during testing.

(vii) Claims

Assist the County with claim reviews and negotiations upon request and with the preparation of related correspondence and documentation.

(viii) Contract Enforcement

Examine Contractor workmanship, materials, progress, and overall compliance with requirements of the contract documents and immediately report any observed deficiencies to the Contractor and the County. Communicate to the Contractor and the County what may be necessary to effect corrective action. Document deficiencies and actions taken by Contractor to correct them. Assist the County with evaluating impacts of potential contract termination upon project costs and schedule.

(ix) Contract Termination

Assist the County with completion of an assessment of the status of the Contractor's contract, the development of an agreement with the Contractor's Surety to complete the work, and preparing and holding a pre-construction meeting with the replacement Contractor.

(x) Project Acceptance and Close-out

(A) Perform with the County and the Contractor substantial completion and final inspections and compile and distribute related punch requiring correction.

(B) Compile and review for completeness all Operation and Maintenance Manuals to be submitted by the Contractor and inform Contractor of any deficiencies.

(C) Review and comment on final pay request and supporting close-out documents, and provide recommendation for approval or rejection to the County.

(D) Upon Project completion, obtain the original drawings, incorporate all as-built conditions on the original drawings and provide copies to the County at project close-out.

(D) Post Construction Services

(i) Meet with the County upon request during the warranty period to investigate problems with material, equipment, and/or workmanship that may arise. Determine whether or not such problems are warranty issues or design issues and recommend solutions.

(ii) Coordinate and attend with the County a final warranty inspection no less than sixty days prior to expiration of Contractor warranty period. Develop list of deficiencies, if any, and determine if deficiencies are caused by inferior workmanship, equipment, and/or materials or caused by other reasons. Provide recommendations for resolving each deficiency. Complete a follow-up inspection with the County to determine whether deficiencies have been corrected by the Contractor prior to expiration of the warranty period.

**EXHIBIT 4**  
**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT 5

INSURANCE REQUIREMENTS

During the life of this Agreement, the CONSULTANT agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

The CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT 6

STATE OF TEXAS }  
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of CONSULTANT: \_\_\_\_\_  
County of CONSULTANT: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in Attachment 2 to this Affidavit.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Typed or printed name of notary  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
**November 30, 2009**

**CURRENT**

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

**CURRENT - continued**

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

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 3.....	Gerald Daugherty .....	12/31/09
Executive Assistant.....	Robert Moore.....	12/31/09
Executive Assistant.....	Martin Zamzow .....	12/31/09
First Assistant County Attorney .....	Randy Leavitt.....	1/23/10
Attorney, Transactions Division .....	Stacy Wilson.....	7/06/10
Executive Manager, Administrative .....	Alicia Perez.....	9/01/10

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



**ATTACHMENT 2 TO EXHIBIT 6**  
**DISCLOSURE**

CONSULTANT acknowledges that CONSULTANT is doing business or has done business during the 365 day period immediately prior to the date on which this Agreement is signed with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

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

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(Insert RFQ Attachment 2 at Contract Award)



**EXHIBIT 9**  
**TRAVIS COUNTY**  
**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) - SUBCONTRACTOR PAYMENT REPORT**

PRIME CONTRACTOR/CONSULTANT NAME: \_\_\_\_\_ AMOUNT OF PRIME CONTRACT: \_\_\_\_\_

PROJECT TITLE/NO. : \_\_\_\_\_ AMOUNT OF ALL SUBCONTRACTS: \_\_\_\_\_

TOTAL CONTRACT PERIOD: From: \_\_\_\_\_ To: \_\_\_\_\_ PAYMENTS REPORTED FOR THE MONTH OF: \_\_\_\_\_ 20\_\_

A	B	C	D	E	F	G
Name of Sub-Contractor	Description of work	Original Sub-Contract Amount	Increase or Decrease (Modification)	Revised Sub-Contract Amount	Payment this Period	Cumulative Amount

**Instructions for completing this form:**

- SECTION A:** Name all HUB Subcontractors performing on this project.
  - SECTION B:** State the work being performed by the HUB Subcontractors.
  - SECTION C:** State the original HUB Subcontractor amount.
  - SECTION D:** State any increases or decrease, as a result of contract modifications or change orders, to the original HUB Subcontract (Section C) amount.
  - SECTION E:** State the amended HUB Subcontract amount, to the Initial HUB Subcontract amount, as a result of any increase and/or decrease (Section D) .
  - SECTION F:** State the amount paid to each HUB Subcontractor during this reporting period.
  - SECTION G:** State the total amount of payments made to-date (including amount from Section F) to the HUB Subcontractor.
- I certify that the information listed on this report is true and accurate to the best of my knowledge. I fully understand that intentionally falsifying information on this document may result in TERMINATION OF MY CONTRACT.**

\_\_\_\_\_  
 Printed Name of Contractor Representative      Signature of Contractor Representative      Date      Report Number

**PLEASE SUBMIT THIS FORM WITH YOUR MONTHLY INVOICES, PER THE TERMS OF YOUR CONTRACT.**

**EXHIBIT 10  
HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM  
(ADDITION, SUBSTITUTION, DELETION, REDUCTION, INCREASE)**

<b>CONTRACT #:</b> _____	
<b>CONTRACT DESCRIPTION:</b> _____	
<b>PRIME CONTRACTOR:</b> _____	
<b>REQUESTED BY:</b> _____	<b>CONTACT #:</b> _____
<b>DATE:</b> _____	<b>E-mail:</b> _____

- *OBTAIN PRE-APPROVAL FROM THE TRAVIS COUNTY PURCHASING AGENT AND/OR THE HUB COORDINATOR OF ALL CHANGES INVOLVING CERTIFIED HUB SUBCONTRACTORS.*
- *IF BIDDER HAS DIFFICULTY IN LOCATING CERTIFIED HUB SUBCONTRACTORS CONTACT THE TRAVIS COUNTY HUB COORDINATOR AT (512) 854-4561 OR HUB SPECIALIST AT (512) 854-9914, FOR ASSISTANCE.*

**Check reason:** \_\_\_\_\_ Addition \_\_\_\_\_ Substitution \_\_\_\_\_ Deletion \_\_\_\_\_ Reduction \_\_\_\_\_ Increase

**REASON FOR ACTION:**

- \_\_\_\_\_ Unavailable after receipt of reasonable notice to proceed.
  - \_\_\_\_\_ Failure of performance.
  - \_\_\_\_\_ Financial capacity.
  - \_\_\_\_\_ Refusal by the subcontractor to honor the bid of proposal price.
  - \_\_\_\_\_ Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed upon.
  - \_\_\_\_\_ Failure of the subcontractor to meet insurance, licensing, or bonding requirements.
  - \_\_\_\_\_ The subs withdrawal of his bid or proposal.
- \_\_\_\_\_ Please provide me with a HUB Subcontractor listing.
- \_\_\_\_\_ I have already selected a potential HUB Subcontractor for this project. (List below)

**SUB TO BE REPLACED:** \_\_\_\_\_

**REPLACEMENT:** \_\_\_\_\_

**REPLACEMENT'S STATUS:**

Certified:      HUB \_\_\_\_\_ M/WBE \_\_\_\_\_ DBE \_\_\_\_\_ Non-HUB \_\_\_\_\_ Unknown \_\_\_\_\_

**INCREASED/DECREASED AMOUNT:** Original Amt. \$ \_\_\_\_\_ New Amt. \$ \_\_\_\_\_

**OTHER COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_

**FAX TO: 512.854.9185 ATTN: HUB OFFICE**

**REVIEWED BY HUB PROGRAM OFFICE:** Initials: \_\_\_\_\_ Date: \_\_\_\_\_

APPENDIX A

SCOPE OF SERVICES

**SERVICES TO BE PROVIDED BY TRAVIS COUNTY  
FOR  
HOWARD LANE – PHASE II**

The County will provide to or perform for the Engineer the following items, as appropriate:

1. A Project Manager to serve as the primary point of contact for the Engineer.
2. Timely reviews, and decisions necessary for the Engineer to maintain the agreed upon work schedule.
3. Horizontal and vertical control information in the proximity of the project.
4. Electronic copy of Travis County (Title Block) to be used for the plans.
5. Seed files for digital planimetric mapping, digital terrain modeling, right-of-way mapping and level structure.
6. Available interface data for any projects adjacent to, crossing, and/or within project limits.
7. Existing traffic counts and design year traffic projections necessary to develop the pavement design, what is available.
8. Applicable special specifications, special provisions, City of Austin standard general notes.
9. Provide County specific design standard Details.
10. Provide assistance to the Engineer to obtain the required data and information from local, regional, state, and federal agencies.
11. Coordinate and notify local Emergency Medical Services, local school districts, the U.S. Postal Service, and other local entities in writing of any detour routes/roadway closures. The Engineer shall prepare the necessary exhibits.
12. Provide project technical and administrative standards and procedures.
13. Conduct a Design Concept Conference.
14. Schedule and conduct 30%, 60%, and 90%, 100% review meetings.
15. Design criteria for roadway, structures, drainage, and hydraulics.
16. Coordination with the Engineer corresponding to drainage on bridges.
17. Provide any available utility information.
18. Assist the Engineer in Meetings with affected property owners and public meeting.

**SERVICES TO BE PROVIDED BY THE ENGINEER  
FOR  
HOWARD LANE – PHASE II**

**PROJECT:** Howard Lane – Phase II  
**LIMITS:** From Harris Branch Parkway to SH 130  
**COUNTY:** Travis County  
**PROJECT LENGTH:** 2.08 miles

The Engineer will provide the following engineering services required for the preparation of plans, specifications, and estimates (PS&E), including any necessary reports (drainage, geotechnical, and/or environmental) to validate the PS&E preparation for the construction of the new Howard Lane in Travis County. The project is located between Cameron Road and SH 130, and is within the City of Austin city limits and Travis County, Precinct 1. The project includes twin 600 feet long bridges, which will be designed to TxDOT standards. The project also includes the preparation of design schematic, meeting with affected property owners, public meeting, roadway design, hydrology and hydraulics, signing and pavement markings, structural design, signalization and preparation of environmental document in compliance with the City of Austin Environmental criteria. The project also includes the design elements to complete Harris Branch Parkway/Cameron Road from approximately 800 feet north and south of Howard Lane. The southern 800 feet will be a MAD 4 section and the northern 800 feet will be a transition to the existing 2 lane Cameron Road.

The construction plan set for this project will contain the required drawings and details pertaining to roadway and sidewalk design, storm water drainage system analysis and design (may include water quality and detention), and bridge design. The project includes preparing construction documents; completing land surveys, geotechnical investigations and reports with analysis needed for pavement design, and alignment and intersection plans and analysis; developing roadway signage and pavement marking plans, and traffic control plans; designing and/or coordinating utility relocations; completing environmental assessments and mitigation plans; monitoring project cost and applying cost recovery methodologies such as value engineering; preparing and executing project management, risk reduction and QA/QC plans; attending and leading public meetings; determining requirements for right-of-way and easements, preparing schematic and final right-of-way and easement parcel exhibits, and providing technical support for acquisitions; and acquiring all appropriate regulatory permits and clearances. Compliance with National Environmental Policy Act and the National Historic Preservation Act is not required for this project. The above-described plan set will be prepared in English units, and will be suitable for the bidding and award of a contract through Travis County.

Services related to the design and plan production for this project will be performed in accordance with the latest available City of Austin design manuals. The roadway will be designed based on Major Arterial Divided (4 lanes) with bike lanes and sidewalks. The design speed will be 45 MPH.

The Engineer will establish a roadway geometry model and perform earthwork and paving quantity calculations using GEOPAK. The CADD and GEOPAK criteria files, which comprise the geometry model, will be provided to Travis County at the completion of the project. This project will be developed using Microstation V8 and GEOPAK 2004.

Hydraulic designs and calculations for storm drains and bridge hydraulics will be performed with PC-based hydraulic models such as WinStorm, GEOPAK Drainage, HY-8, HEC-RAS, HEC-HMS, or other hydraulic models approved in advance by Travis County. The Engineer may use XP-SWMM to model and analyze possible in-line detention. Manual calculation checks of culvert hydraulics will be performed on specific structures at the request of the county. The project is not located within the limits of the Edwards Aquifer Recharge Zone.

The services for the PS&E production will be performed according to the schedule in Exhibit C and will include the tasks and products more fully described in the following Task Outline. All work requested by the County in excess of that provided for in Exhibit D may be considered for compensation under additional services.

The required work products include Work Product 1, 30% complete design documents; Work Product 2, 60% complete design documents; Work Product 3, 90% complete design documents; Work Product 4, the 100% bid-ready set of construction documents; and, Work Product 5, Bidding Phase services. Each Work Product will be submitted for review and written notice-to-proceed must be issued by the County before proceeding to the next Work Product. The review process will consist of submitting six (6) sets of the plans (22"x34") or (11"x17") as agreed by the County project manager and the Engineer. Each submittal shall include a cover letter from the consultant stating who from their design team performed a Quality Assurance/Quality Control check. Allow two weeks for TNR to review and provide written comments and/or approval for each submittal. Submit two final check sets and allow two weeks for TNR to review and provide written comments and/or approval.

## **PROJECT MANAGEMENT**

1. Perform project management tasks. The anticipated duration of this project is fifteen (15) months. In the event that the schedule is revised by the County, this scope item will be revised through a supplemental agreement to adjust the level of effort required accordingly.
  - A. Meet on a scheduled basis with the County to review project progress. It is anticipated that the Engineer and the County will meet a minimum of 30 times. The Engineer will provide meeting summaries within three (3) working days of the meeting to all attendees.
  - B. Conduct internal meetings with the consultant design team on a weekly basis or as needed for the duration of the project. Conduct Design Concept Conference
  - C. Provide Contract Administration
  - D. Provide Project Management
  - E. Attend and Direct 30%, 60%, 90% and 100% design review meetings.
  - F. Conduct coordination meetings with TxDOT
  - G. Conduct coordination meetings with City of Austin
  - H. Conduct coordination meetings with Property owners
  - I. Update project design schedule
  - J. Prepare monthly invoice
  - K. Prepare monthly progress report including monthly updates to design schedule

## **ROUTE AND DESIGN STUDIES**

1. Gather and review all available information pertaining to the project.
2. Develop and assemble preliminary construction cost estimates at 30%, 60%, and 90% milestone submittals. The Engineer will prepare a preliminary cost estimate for the County portion of the project, one for the city portion of the project and a total project cost.
3. Develop roadway design criteria and prepare the Design Summary Report (DSR).
4. Attend and participate in the Design Concept Conference.
5. Perform field investigations to gather information for the further development of the construction plans.
6. Adjust preliminary geometric design previously prepared.
7. Revise horizontal alignment data
8. Revise vertical alignment data
9. Develop super-elevation data for cross sections.
10. Develop preliminary GEOPAK cross sections.
11. Verify ROW requirements established on preliminary schematic are still valid.
12. Prepare schematic design showing all necessary features. This schematic will be presented to Travis County, TxDOT and the City of Austin for approval.
13. Perform Soil Core Hole Drilling for Bridges (4 Holes) to a depth of 55 feet or 3 feet into bedrock.
14. Perform Soil Core Hole Drilling for Retaining Walls (4 Holes) to a depth of 20 feet.
15. Perform soil core holes for pavement design every 500 feet to a depth of 10 feet each.
16. Perform Pavement design in accordance with City of Austin Transportation Criteria for review and approval by the City of Austin and Travis County.
17. Perform geotechnical testing for Bridge, Retaining Walls and Pavement Design.



18. Perform sediment sampling and gradation analysis along Gilleland Creek sufficient for the bridge scour and bank stability analysis. This is considered D50.
19. Prepare Geotechnical Engineering Report.

## ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

1. Critical Environmental Features (CEFs)
  - A. Water CEF – Wetland – The Engineer staff will conduct a field investigation to determine the presence or absence of U.S. Army Corps of Engineers (USACE) jurisdictional wetlands and other water-related CEFs in the project area. Delineation of these features will take place as necessary, and wetland determination data sheets will be prepared.  
If jurisdictional wetlands are identified, documentation according to USACE protocol under Section 404 of the Clean Water Act will be prepared. Geographic Information Systems (GIS) mapping will reflect data points and limits of the jurisdictional wetlands/water-related CEFs with respect to other environmental features in the project area. A 150-foot buffer around the CEFs will be portrayed on project area mapping. If necessary, the information collected for this task could also be incorporated into a coordination letter to the USACE.
  - B. COA defined Erosion Sites – Types 1, 2, 3 – No specific analysis or deliverables for these issues have been included in this scope of work.
  - C. COA defined Woodlands – A limited field investigation will identify COA defined woodlands in conjunction with the field effort for the vegetation/habitat analysis (see Threatened and Endangered Species). A summary of this information will be prepared.
2. Creeks and Waterways
  - A. Creeks and Waterways – The project crosses the main channel and a potential tributary to Gilleland Creek. Project area creek settings will be documented to include name, watershed name, and waterway classification.
  - B. COA Critical Water Quality Zone – The Critical Water Quality Zone will be mapped as relevant to the project area.
  - C. Floodplains - The 100-year floodplain will be mapped.
  - D. Utility Line Crossings/Parallel runs along the Waterway - Utility line crossings and parallel sections may require evaluation. The Engineer will obtain the necessary engineering information and prepare text documentation, photographs, and mapping that could be used to support a Nationwide Permit (NWP).
  - E. TCEQ Issues – The proposed project is not located over the Edwards Aquifer transition, contributing, or recharge zones. The Engineer will describe the relevant TCEQ issues for compliance and provide coordination assistance.
3. Individual Section 404 Permit Coordination (if required)
  - A. This scope of work assumes that an Individual Section 404 Permit will not be necessary and clearance can be pursued under Nationwide Permit # 14 without Pre-Construction Notification (PCN). This subtask potentially includes written coordination with the USACE and preparation of appropriate documents required under the nationwide permit.
4. Threatened and Endangered Species
  - A. Endangered Species Issues - A field investigation will be conducted to determine whether or not any habitat appropriate for listed species is located in the project area. Results of this analysis will be included in the EA.
5. Archeological/Cultural Resources
  - A. Archeological/Cultural Resources – This includes coordination letter preparation and coordination with the Texas Historical Commission (THC) to initiate Texas Antiquities Code (TAC) compliance. This scope includes collecting recorded data including THC data for inclusion in the THC coordination letter. The scope of work assumes that the roadway project will require intensive field survey for full TAC compliance. As such, the Engineer will acquire a TAC Survey permit to complete the field investigations, and conduct intensive linear archeological survey of all undisturbed portions of the proposed project's footprint in compliance with guidelines established by the THC and the Council of Texas Archeologists. Following field work, the results of the survey will be summarized into a short report that will be submitted to the THC for review and ultimate project clearance. Following THC

approval, final copies of the report will be prepared and delivered, and all survey-generated materials will be curated at the Texas Archeological Research Laboratory (TARL) for TAC permit clearance.

6. Government Records Review for Hazardous Materials & Closed Landfills
  - A. An ASTM database search for hazardous materials will be conducted and analyzed for this project. In addition, appropriate databases documenting closed MSW landfills (e.g., CAPCOG Closed Landfill Inventory) will be analyzed for the project corridor. Any constraints related to hazardous materials or closed landfills will be described and mapped in the EA.
7. Parkland
  - A. It is assumed that this project corridor is entirely upon private property and does not traverse City, County, State or Federal parkland property; however, a very small amount of time will be allocated to confirm this assumption.
8. Tree Survey:
  - A. A tree survey within the limits of the roadway will be performed. The tree survey will be conducted in accordance with Section 3 of the City of Austin Environmental Criteria Manual by the project land surveyor. Mapping of significant trees will be included in the EA.

## **PREPARATION OF A COA ENVIRONMENTAL ASSESSMENT (EA)**

An EA will be prepared in accordance with City of Austin Environmental Criteria Manual. Major parts of the EA are identified as noted below.

1. Project Description and Need
2. Descriptions of Alternatives
  - A. Descriptions of project alternatives will be prepared including No Action and Proposed Action alternative(s). The descriptions will be based on engineering information.
3. Description of the Affected Environment
  - A. Components of the affected environment to include topography, geology, soils, water resources, biological resources, and cultural resources will be described.
4. Impact Assessment
  - A. Effects of the project alternatives on the existing natural and cultural resources will be evaluated. This will include effects of the alternatives on components of the environment and a comparison of impacts between the alternatives.

## **ADDITIONAL AGENCY COORDINATION**

Agency coordination that has not been included in the previous tasks will be conducted as needed or required. This could include preparation of initial coordination letters to the Texas Parks and Wildlife Department, U.S. Army Corps of Engineers (USACE), and U.S. Fish and Wildlife Service, and compilation and evaluation of agency responses if necessary. Section 404 Permit Compliance coordination is included.

1. Schedule, advertise and direct one (1) informational public meeting to inform interested stakeholders of the status of the project. The Engineer will secure a meeting site, develop and distribute meeting notices, and attend a preparation meeting.
2. Schedule, coordinate and conduct two (2) Meetings with each of the Affected Property Owners.
3. Prepare meeting minutes of each one of the meetings with affected property owners. Prepare meeting minutes for the public meeting. The summary will include the purpose of the meeting, agenda topics, meeting highlights, and follow-up action needed, if relevant.
4. Prepare Environmental Permits, Issues and Commitments (EPIC) form.

## **PERMITS**

1. The Engineer will assist and participate in processing permit applications in accordance with the inter-local agreement page 6 & 7, Section 5 a, b, j and k which address permitting issues/processes for this project. The

Engineer's involvement in the process will include research and coordination with the County and City officials/planners and site plan reviewers. Processing includes coordination, advance preparation for pre-submittal meetings with the City and County in relation to the County development permit and/or the City of Austin site development permit.

2. For purposes of permitting, the project will be treated as two components: one within the City of Austin jurisdiction and one within County jurisdiction. The ENGINEER will process a City of Austin Development permit application for the portion of the project within the City of Austin jurisdiction only. The ENGINEER will process a Travis County Development Permit for both portions of the project.
3. After the pre-submittal process has been completed, the Engineer will submit for completeness check with City of Austin Planning Department. Once completeness check has been accepted, the formal submittal process will begin.
4. Obtain TxDOT driveway permit.

## **RIGHT OF WAY AND UTILITIES**

1. Identify areas where temporary construction/driveway easements or agreements may be required.
2. Prepare exhibits for driveway penetration agreements and supply them to the County.
3. Identify areas where additional right of way, drainage easements, or right of entry may be required. Notify the County in writing of the need and justification for such action.
4. Identify potential utility conflicts utilizing One Call System and direct contact with utility providers.
5. Coordinate, prepare for and direct three (3) utility coordination meetings. The Engineer is to be in attendance to present plan information and answer questions about the project.
6. Prepare drawings early in the design phase (30%) to be used as exhibits in utility agreements. Prepare exhibits using English units, showing existing utilities including those in conflict with construction. Prepare plans to avoid or minimize utility adjustments, where feasible
7. Provide existing utility layout sheets to be included in the PS&E.

## **FIELD SURVEYING**

1. Identify owners and prepare/distribute letters for obtaining right of entry to affected private properties.
2. Establish horizontal and vertical control based on SH 130 roadway project (Texas State Plane, Central Zone NAD 83). Establish benchmarks not more that 1000' apart and provide sufficient horizontal control points within or near survey limits for use as construction baseline.
3. Field search and locate monumentation on existing ROW's and boundary lines within limits of survey and/or affected by proposed ROW acquisition.
4. Obtain and review title reports for each tract along or adjacent to project corridor.
5. Obtain and review deeds/plats pertaining to survey area and adjacent properties identified from Travis Central Appraisal District records and perform calculations and analysis to re-establish existing ROW/boundary lines.
6. Prepare preliminary mapping showing existing ROW's and boundary lines, owner name, book and page information, subdivision name, lot and block number, TCAD parcel number and existing easements within or adjoining project corridor.
7. Field stake PC's, PT's, PI's, and approximately every 100' along curves and approximately every 500' (or sufficient for visual line) along tangents of proposed alignment.
8. Locate by actual on-the-ground survey visible and accessible on-grade and above-grade features, including but not limited to pavements, pavement marking, curbs, driveways, sidewalks, ADA ramps, signs, fences, retaining walls, mailboxes, utility meters, utility valves, fire hydrants, power poles, light poles, guys, overhead utility lines, manholes, clean-outs, pull boxes, wing walls, inlets, culverts, headwalls, LCRA power transmission poles adjacent to proposed alignment and other surface utility appurtenances.
9. Provide size, location, subspecies and tree tag for trees 6" or greater in diameter within limits of survey or overhanging into limits of survey.
10. Provide contours at one foot interval along limits of roadway survey. Elevations will be taken on an approximate 50'x 50' grid, at abrupt changes in grade and along drainage courses. Elevations of survey points will be on a separate level, but will not be part of the final plotted drawing.

11. Provide contours at 1 foot interval within the limits of channel (Gilleland Creek) survey. Elevations will be taken on an approximate 50' x 50' grid, at abrupt changes in grade and along drainage courses. Survey shall extend 500' upstream, 500' downstream from proposed alignment and to approx. 100 year flood plain line on each side. Survey in this area is for hydrology study purpose and will not include location of trees.
12. Provide vertical clearance of low wires of the LCRA power transmission lines where lines cross proposed alignment. Data shall be provided for one span on each side of proposed alignment.
13. Provide field survey in support of the wetlands delineation(s) and Ordinary High Water Mark (Critical Environmental Features).
14. Provide horizontal and vertical data for boreholes along project corridor.
15. Provide a drawing showing data outlined above as one base map provided on 24" x 36" sheet size at a scale of 1"=50' and as a MicroStation file. Data shall include 2d topographic file, 3D digital terrain model file, TIN and an ASCII point list of survey points.
16. Prepare final ROW maps at a scale of 1"=100'.
17. Prepare metes and bounds description for proposed parcels (easement/ROW). Prepare parcel sketch for easement/ROW parcels.
18. Provide closure and area calculations for proposed easement/ROW parcels.
19. Provide field staking as described in metes and bounds description.

## ROADWAY DESIGN CONTROLS

1. Provide roadway design in accordance with the current edition of the *City of Austin Transportation Manual*. The Engineer will develop roadway geometry and provide plan and profile sheets showing all applicable items from the following list:
  - A. Calculated roadway centerlines for new mainlanes, cross-streets, and driveways. Show horizontal control points.
  - B. Pavement edges for all improvements including mainlanes, cross-streets, and driveways.
  - C. Lane and pavement width dimensions
  - D. Locations, lengths, and widths of proposed structures
  - E. Traffic flow direction on all roadways. Show lane lines and/or arrows indicating the number of lanes.
  - F. Control of access line, existing and proposed right of way lines, and all easements
  - G. Begin and end super-elevation transitions and cross-slope changes
  - H. Limits of rock rip-rap, block sod, and seeding
  - I. Locations of existing structures
  - J. Benchmark information
  - K. Calculated profile grade for proposed mainlanes and cross-streets
  - L. Vertical and horizontal curve data
  - M. Existing and proposed profiles along the centerline of the mainlanes
  - N. Water surface elevations at major stream crossings for 10-, 25-, 50-, and 100- year storms
  - O. Locations of known existing and proposed utilities
  - P. Subgrade elevations at profile grade lines and ditch flow lines, labeled with offsets and elevations
  - Q. Locations of proposed and existing storm sewer lines and culverts
2. Develop the following sheets:
  - A. Title Sheet
  - B. Index of Sheets
  - C. Project Layout
  - D. Proposed Typical Sections
  - E. Existing Typical Sections
  - F. Plan and Profile Sheets for mainlanes and all cross streets
  - G. Horizontal Alignment Data Sheet
  - H. Roadway and Intersection Detail Sheets
  - I. Miscellaneous Detail Sheets
3. Develop design cross-sections for all proposed and existing roadways. Submit design cross-sections in electronic format and on 11"x 17" paper sheets or roll drawings. Provide the following details for each section, as applicable:

- A. Widths of all travel lanes, shoulders, outer separations, borders, curb offsets, and rights of way.
  - B. Control lines including profile grade line and centerline
  - C. Existing natural ground line, finished grade line, and ditch flow lines. Label all control lines with offsets and elevations.
  - D. Limits of sodding/seeding, rock riprap, embankments, and excavations
  - E. Locations and identification of longitudinal joints, concrete traffic barriers, sidewalks, and common existing or proposed structures such as retaining walls
  - F. Extents and geometry for all side slopes
4. Provide intersection layouts detailing the geometry and drainage design of each cross street. Include curb returns, transition length, stationing, offsets and drainage details, and any transitions to existing roadways.
  5. Determine roadway quantities including cut and fill. Prepare quantity summary sheets.

## DRAINAGE DESIGN

1. Develop drainage design criteria per City of Austin and include into the DSR.
2. Perform field investigations to gather information for the further development of the construction plans.
3. Coordinate with the geotech regarding location and number of sediment samples required for the bridge scour analysis.
4. Design work for Gilleland Creek shall include the following:
  - A. Perform research at the County, City, and Federal Emergency Management Agency (FEMA) level to determine existing flood studies that have been performed on Gilleland Creek. We will also perform field investigations to confirm and/or determined the necessary H&H input data and identify site conditions (such as Manning's roughness coefficients)
  - B. Develop a project specific hydraulic model for the pre-Howard Lane conditions to determine the peak water surface elevations and velocities to use in the bridge or culvert crossing design at Gilleland Creek. Use HEC-RAS to assist with the development of the peak water surface elevations and velocities. Will revise (add or modify) channel cross sections from approximately 500 feet downstream of the proposed Howard Lane to a distance 500 feet upstream of the proposed Howard Lane using one-foot topographic contour mapping. Will model two sets of flows to determine the peak water surface elevations and velocities: a) Existing Land Use Conditions 10-, 50-, 100-, and 500-year flows, b) Ultimate Land Use Conditions 25- and 100-year flows.
  - C. Prepare proposed bridge HEC-RAS model and a summary of bridge hydrologic and hydraulic data for inclusion in the plan set.
  - D. Perform a bridge scour analysis and a summary sheet for inclusion in the plan set.
  - E. Gilleland Creek streambank stability designs for the width of the ROW upstream and downstream of the proposed bridge across Gilleland Creek.
  - F. Prepared signed, sealed, and dated drainage report for Gilleland Creek.
5. Develop culvert and storm drain design and details as applicable and in accordance with the most current edition of the City of Austins's *Drainage Criteria Manual*. They will be designed for a 25-year storm and checked for the 100-year storm potential impacts to adjacent properties. Examine COA and TxDOT's drainage criteria requirements for overtopping depth of Major Arterial Divided roadways. Design work includes all applicable items from the following list:
  - A. Develop project specific hydrologic models, an existing model for the pre-Howard Lane conditions and a proposed model for the post-Howard Lane conditions to determine 25- and 100-year peak flow rates to use in the Culvert and Storm Sewer Design. Utilize the HEC-HMS model from city's study and its approved methods as a starting point to establish the existing condition project-specific peak flow rates. For the existing condition, the peak flow rates will be compared the HEC HMS peak flow rates against a second set of peak flow rates using recent TxDOT-USGS reports (96-4307, 0-5521-2, 5-1301-01-01, 0-4193-7, 0-4696-1, 0-4696-2, and 0-4193-4) for general reasonableness.
  - B. Prepare a summary letter report which will include tables showing results and calculations, models, exhibits (sub-areas and HEC-RAS cross sections maps) and methodology discussion.
  - C. Use above proposed model to create a proposed model with detention.
  - D. Prepare Drainage area maps
  - E. Prepare plan/profile sheets for storm drain systems and layouts for outfall ditches and channels.

- F. Prepare culvert layouts including both new and replacement structures.
  - G. Prepare details for items such as manholes, inlets, junction boxes, headwalls, and other end treatments. Includes BCS sheet. Use standard details from the COA, TxDOT or Austin District standards list where appropriate.
  - H. Prepare drainage details for outlet protection, outlet structures, and utility accommodation structures.
  - I. Subsurface drainage at retaining walls and layouts.
  - J. Identify areas requiring trench protection, excavation, shoring, and de-watering
  - K. Identify potential conflicts, including utility conflicts and conflicts with proposed construction phasing plans.
  - L. Identify existing ground elevation profiles at right of way lines on storm sewer plan and profile sheets
  - M. Provide bridge inlet spacing and conduit flow requirements for the bridge design.
  - N. Submit drainage features to allow development of GEOPAK cross sections.
  - O. Determine if additional drainage easements are required.
  - P. Preparation of Hydraulic Data Sheets for storm sewer design and any bridge-class culverts
  - Q. Adjust preliminary drainage design.
6. Develop and design stormwater detention. Design work includes all applicable items:
- A. Prepare stormwater detention layouts and calculations.
  - B. Prepare drainage details for detention facilities (to include possible “in-line” detention structures.)
7. Develop potential storm water quality BMP scenarios for consideration on this project. Present a short memo describing each method as well as the pros and cons of each. Prepare typical schematic design showing all necessary features. This schematic will be presented to Travis County, TxDOT and the City of Austin for approval.
8. Develop the following plans:
- A. Storm water pollution prevention plans (SW3P) for each phase of construction. Develop SW3P to minimize potential impact to receiving waterways and in conformance with the traffic control plans. Develop SW3P in conformance with the traffic control plans and TCEQ regulations in order to minimize potential impact to receiving waterways. Include text describing the plan, quantities, type, phase, and locations of erosion control devices and any required permanent erosion control measures. Include methods to allow for Phased construction in keeping with new COA requirements.
  - B. Plans for temporary drainage facilities. Develop plans for temporary drainage facilities necessary to allow staged construction of the project and to conform with the phasing of adjacent projects without significant impact to the hydraulic capacity of the area.
  - C. Temporary erosion control plans. Develop plans incorporating temporary storm water management devices including flexible sediment logs, silt fence, rock filter dams, sediment traps, flocculants, and stabilized construction exits. Include notes indicating the Contractor is responsible for final phasing the devices during construction along with the final construction sequencing based on the general sequence guidance provided in the plan set.
  - D. Permanent erosion control plans. Develop plans showing proposed revegetation, including seeding and sodding. Include all riprap (concrete and stone).
  - E. Erosion Control Details. Develop details for related items not covered by existing County, City or TxDOT standard details.
9. Design and detail water quality feature located parallel to the roadway or under the proposed bridge near each abutment. It is assumed that structural walls will be required for some or all sides. These walls will be cast-in-place retaining walls. The work will include:
- A. Calculate the required water quality pond volumes for each location.
  - B. Calculate the reduced runoff CN resulting from providing decentralized water quality volumes placed along the roadway which should result in a reduced requirement for detention.
  - C. Prepare water quality facility layouts.
  - D. Prepare water quality facility details for the filter and outlet structures.
  - E. Develop the structural design and details required for sedimentation and filtration ponds (if needed) proposed for the project. The plan sheets to be developed for each pond will include the following:
    - i. Sedimentation/Filtration Retaining Wall Layout sheets consisting of a plan view of the proposed pond that identifies retaining walls, provides retaining wall areas, provides a table of elevations and includes pond/wall dimensions.

- ii. Sedimentation/Filtration Retaining Wall Reinforcing Details consisting of a retaining wall typical section, retaining wall design heights, retaining wall properties, reinforcing details and a reinforcing steel schedule.
  - F. Preparation of drainage details for storm water quality features to possibly include pretreatment inlets, wet vaults, infiltration trenches and rainwater harvesting.
  - G. Prepare Miscellaneous details for special inlets and drainage structures. Consideration will be given to the use of stormwater pretreatment inlets that would exist just upstream of the traditional storm inlets.
  - H. Revise horizontal drainage alignment of water quality features.
  - I. Revise vertical drainage alignment of water quality features.
- 10. Prepare the application package for the County's FEMA Floodplain Administrator and provide the application to the County for processing
  - A. Attend meeting with the County's FPA to discuss the project application.
  - B. Respond to County FPA comments and prepare a final application.
  - C. Prepare an official Conditional Letter of Map Revision (CLOMR) for County FPA to submit to FEMA. Respond to one round of FEMA comments.
- 11. Prepare quantity summaries and cost estimates for all drainage and water quality items.
- 12. Prepare construction specifications for stormwater facilities. Assume that the City of Austin specs and numbering system will be used.
- 13. Sequence of work narrative describing all phases of the drainage work. It is important protect the permanent water quality treatment features from clogging and performance reduction due to impacts of construction sediments.

## **SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION**

The Engineer will provide signing and pavement markings for the following sections of the project: 1) Howard Lane from the intersection with Harris Branch Parkway on the western end of the project to SH 130 on the eastern end of the project, and 2) on Harris Branch Parkway approximately 1500 feet south of Howard Lane to approximately 1500 feet north of Howard Lane.

1. Coordinate with the county for overall temporary, interim, and final signing strategies and for placement of signs outside contract limits.
2. Prepare drawings, specifications, and details for non-standard signs. Sign detail sheets should include the following items, as applicable:
  - A. Illustrations of non-standard proposed signs
  - B. Dimensions, lettering, , borders, and corner radii for small signs
  - C. Summary of small signs
3. Provide the following information on sign/pavement marking layouts:
  - A. Roadway layout
  - B. Centerline with station numbering
  - C. Right of way limits
  - D. Culverts and other structures that may present a traffic hazard
  - E. Existing signs to remain, to be removed, or to be relocated
  - F. Proposed small signs. Illustrate and number of all proposed signs
  - G. Proposed markings including pavement markings, object markings, and delineation. Illustrate and quantify all proposed markings
  - H. Proposed delineators and object markers
  - I. Quantities of pavement markings, delineators, and object markers
  - J. Direction of traffic flow on all roadways
  - K. Locations of any changes in the number of lanes
4. Detail permanent and temporary pavement markings and channelization devices on plan sheets.
5. Select sign and supports from the most recent TxDOT standards.
6. Select pavement markings from the most recent TxDOT or City of Austin standards.
7. Provide quantities for signing and pavement markings
8. Provide sign/pavement marking summary sheet.
9. Provide traffic signal layout for Howard Lane intersection with Harris Branch Parkway/Cameron Road

10. Provide traffic signal elevations
11. Provide traffic signal wiring and phasing diagrams
12. Provide traffic signal interconnection to the signal at Parmer Lane and Harris Branch Parkway.
13. Provide quantities for traffic signal items
14. Prepare Traffic Signal Summary Sheet.

## MISCELLANEOUS

1. Perform site evaluation to verify existing conditions for roadway widths and lane configurations as they might impact traffic control considerations and overall phasing (Harris Branch portion).
2. Develop possible phasing considerations based on the scope of construction (Harris Branch portion).
3. Coordinate traffic control requirements with City of Austin and Travis County (Harris Branch portion).
4. Prepare traffic control and phasing plans. Provide City of Austin (COA) and Travis County required details and notes (Harris Branch portion).
5. Provide tree protection (TP) plan for entire project and City of Austin (COA) General Permit required details and notes.
6. Provide temporary SWPPP per current COA and Travis County ECM requirements. The SWPPP document will refer to the E/S control and tree protection plans.
7. Address COA review comments regarding traffic control, E/S and TP sheets.
8. Provide one set of drawings on 22"x24" size reproducible at a 1"=20' scale for the 30%, 60%, 90% and 100% submittals.
9. Attend meetings (2 hours each) with City of Austin ROW Management and Travis County to coordinate and discuss traffic control layouts.
10. Provide layouts for retaining walls including mechanically stabilized earth walls, cantilever drilled shaft walls, tie-back walls, soil nail walls, temporary earth walls, or hybrid walls, as applicable.
11. Provide transition and section information for bank stabilization measures along Gilleland Creek.
12. Retaining wall layouts should include plan and elevation views containing the following information, as applicable:
  - A. Designation of reference line
  - B. Beginning and ending retaining wall stations
  - C. Offset of retaining wall from reference line
  - D. Horizontal curve data
  - E. Total wall length
  - F. Indication of face of wall
  - G. Wall dimensions, alignment relations, and alignment data
  - H. Top and bottom of wall profiles including soil core hole locations plotted at correct stations and elevations and at the same scale as the wall profile
  - I. Ground water observations and observation date
  - J. Details for uncontaminated subsurface drainage
  - K. Top of wall locations at each joint or interval
  - L. Existing and finished ground line elevations
  - M. Top and bottom of wall profiles
  - N. Limits of measurement for payment
  - O. Additional information necessary to stabilize portions of wall in flood plan, based upon geotechnical recommendations
13. Prepare a quantities summary sheet.
14. Provide typical retaining wall cross-sections for all retaining walls.
15. Develop miscellaneous roadway details as applicable.
16. Develop driveway details and summaries as required. Identify and provide designs for any driveways that must be reconstructed to meet ADA requirements.
17. Develop a traffic control plan (TCP) for all phases of construction in accordance with the most recent edition of the *Texas Manual on Uniform Traffic Control Devices for Streets and Highways* (Texas MUTCD). Implement the current Barricade and Construction (BC) standards, as applicable. Interface and coordinate all phases of work,



including the TCP, with engineers preparing PS&E for any immediately adjacent projects. The TCP should include the following information, as applicable.

- A. Traffic control concepts and construction sequence phases
  - B. Sequence of work narrative describing all phases of the TCP typically appearing in the construction contract proposal.
  - C. TCP layouts and details for all phases of construction. Include the following required information on all TCP layouts:
    - i. Sequence of construction and method of handling traffic during each phase
    - ii. Existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include temporary signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, and temporary illumination.
    - iii. Proposed traffic control devices at grade intersections during each construction sequence. Traffic control devices include, but are not limited to, stop signs, signals, and flag personnel.
    - iv. Typical and design cross-sections at locations where detours are provided and as needed.
    - v. Road construction work hours for all phases of the TCP and as directed by the State
  - D. TCP quantities and summary of quantities sheet
  - E. Construction time estimation using Critical Path Method (CPM)
18. Prepare Illumination conduit Layout for future illumination system.
  19. Implement a quality assurance/quality control program and provide evidence of the internal review process in the form of a set of red-line mark-ups submitted at the 30%, 60%, 90% and 100% milestones. Provide certification indicating who reviewed the plans.
  20. Deliver all electronic files upon project letting and within 30 days of written request.

## BRIDGE DESIGN

1. Prepare bridge layout plans and elevations for each bridge in accordance with the most recent edition of TxDOT's Bridge Design Manual, Bridge Project Development Manual, and Bridge Detailing Manual. Submit preliminary layouts to the client (who may submit them to TxDOT) for approval prior to beginning structural detail design. The bridge layouts will include the following:
  - A. Bridge Plan and Profile views
  - B. Bridge Typical Sections
  - C. Separate bore long sheets, if necessary
2. Show the following information on each bridge layout plan view, as applicable:
  - A. Horizontal curve information
  - B. Horizontal, vertical, and template information for all roadways or railroads crossed
  - C. Bearing of centerline or reference line
  - D. Skew angle(s)
  - E. Slope for header banks and approach fills
  - F. Control stations and deck elevations at beginning and ending of bridge and at all intersections
  - G. Approach pavement and crown width
  - H. Width of bridge roadway, curbs, face of rail, shoulders, and sidewalks
  - I. Bridge end treatments including cement stabilized backfill details
  - J. Limits and type of riprap
  - K. Proposed features beneath structure
  - L. Location of profile grade line
  - M. North arrow
  - N. Typical bridge roadway section including preliminary proposed beam types and spacing
  - O. Cross-slope and superelevation data
  - P. Locations and calculated values of minimum vertical clearances. Dimension minimum vertical clearance to controlling features.
  - Q. Location of soil core holes, including station and offset
  - R. Bent stations and bearings

- S. Retaining wall locations
  - T. Traffic flow directional arrows
  - U. Railing type(s)
  - V. Joint type and seal size, if used
  - W. Beam line numbers consistent with span details
  - X. Critical horizontal clearances, including distances to railroad tracks, nearby structures, and utilities
  - Y. Bearings of utilities
  - Z. Overhead sign bridge locations.
3. Show the following information on each bridge layout elevation view, as applicable:
- A. Foundation type
  - B. Finished grade elevations at beginning and end of bridge
  - C. Overall length of structure
  - D. Lengths and types of spans and units
  - E. Railing type(s)
  - F. Locations of minimum vertical clearances. Dimension minimum vertical clearance to controlling features.
  - G. Existing and proposed ground lines
  - H. Grid elevations and stations
  - I. Bent numbers
  - J. Bridge stationing compatible with grid stations
  - K. Standard title
  - L. Profile grade data
  - M. Type of riprap
  - N. Soil core hole information with penetrometer test data shown at the correct stations, elevations, and scale (if this information does not clutter the sheets, otherwise it will be shown on separate sheets)
  - O. Dowel locations at all bents
  - P. Column "H" heights
  - Q. Number, size, and length of foundations
  - R. Overhead sign bridge locations
  - S. Design and 100-yr peak discharges
  - T. Design and 100-yr high water
  - U. Natural and through-bridge velocities for design and 100-yr floods
  - V. Calculated backwater for design and 100-yr floods
  - W. Direction of flow at waterway crossings
  - X. Contours at waterway crossings
4. Provide the following bridge detail sheets:
- A. Bore Log Sheets (if not provided on bridge layouts)
  - B. Estimated Quantities and Bearing Seat Elevation Sheets
  - C. Abutment Sheets
  - D. Interior Bent Sheets
  - E. Web Wall Detail Sheets
  - F. Beam Hold down Detail Sheets
  - G. Beam Layout Sheets
  - H. Pre-stressed Concrete I-Beam Unit Sheets
  - I. IBND Sheet
  - J. Bridge Standards and MOD Standards
5. Include in the PS&E package, any special provisions and special specifications.
6. Include in the PS&E package, total bridge quantities, bridge cost estimates, and bridge summary sheets for each bridge.
7. Coordinate with the geotechnical engineer any items necessary to provide adequate length of drilled shafts, scour mitigation and retaining wall design.

## DESIGN VERIFICATION, CHANGES AND ALTERATIONS

Perform construction phase services described as:

1. The Engineer will review and check all roadway, drainage, water quality, structural, and electrical shop and working drawings furnished by the County from the Construction Contractor.
2. When applicable or requested by the County, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the County.
3. When applicable or requested by the County, the Engineer will provide guidance, attend meetings, and respond to inquiries regarding the construction of the project.
4. All work requested by the County in excess of that provided for in Exhibit D may be considered for compensation under additional services.

## DELIVERABLES ITEMS REQUIRED FROM THE ENGINEER

1. Provide to the County an electronic deliverable (CD ROM) of all design documents (including standard drawings) for this project at the project's completion.
2. Provide to the County six (6) copies of the preliminary and final bridge layouts, typical sections, and construction phasing details.
3. The Engineer will make 30%, 60%, 90% and 100% PS&E submittals in accordance with Exhibit C. The 60% and 90% submittals are intended as a means of obtaining County review comments which will be addressed in the subsequent submittals.
4. Assemble plans for project milestones. Submit the following:
  - A. Six reproducible paper (11" x17") copies of the plans to the County Project Manager at the 30%, 60%, 90%, and 100% design completion stages.
  - B. One electronic copy of the plans in .PDF format to the County Project Manager.
5. Deliverables included in milestone submittals:

### **A. Work Product 1 (Schematic Design) 30% Review Submittal**

The 30% submittal should be all in one phase. Public meetings may be required in the development of Work Product 1. The 30% design submittal is to include preliminary Engineering for the design elements required to fully address the project scope. The requirements for the 30% design submittals as a minimum shall include the following:

- i. Roll plot of the schematic design for approval by Travis County, TxDOT and the City of Austin
- ii. Cover sheet indicating project name and #; site location map; design speed; project limits with beginning and ending stations; names and signature blocks for the project owners/partners;
- iii. Index of Sheets and symbology legend of drawings to be included in the plan set.
- iv. Project layout drawing;
- v. Preliminary Typical sections showing proposed and existing conditions.
- vi. Preliminary plan and profile sheets showing existing conditions and how design speed, site distance, drainage, and environmental requirements are planned to be met as well as the proposed type and location of any significant structures to be included;
- vii. Preliminary cross-sections for roadways showing existing ground conditions and depicting proposed conditions based upon preliminary alignments and typical sections;
- viii. Identification of limits of construction and properties that could be affected by the proposed construction;
- ix. Identification of existing easements and utilities that could be affected by the proposed construction;
- x. Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made. Recommended changes for the parties to consider if a problem has been identified that could adversely affect the project schedule or budget;
- xi. Preliminary Environmental Report;

- xii. Preliminary Geotechnical Report; including preliminary pavement design section based on stated assumptions which are based on known field conditions, historical or otherwise;
- xiii. Preliminary list of required regulatory approvals and right-of-way takings
- xiv. Updated project schedule with status tracking

**B. Work Product 2 (PS&E 60% Review Submittal)**

The 60% drawings should address *all* major design issues and set direction for completion of the construction documents. The requirements for the 60% design submittals as a minimum shall include the following:

- i. Address comments from 30%.
- ii. Title sheet
- iii. Project Layout
- iv. Revised typical sections and cross sections to reflect more complete design
- v. Intersection Layouts
- vi. Preliminary Drainage Design
- vii. Traffic Control Plan
- viii. Draft specifications;
- ix. Proposed construction schedule and sequence of work
- x. List of permits required and schedule for obtaining all permits/approvals/utility coordination required prior to bidding
- xi. Completed engineering reports used in design (drainage report, geotechnical report, environmental studies, preliminary quantities, structural design, etc.)
- xii. Drawings should demonstrate coordination between prime consultant and sub-consultants (no missing design components to be provided by sub-consultants separately)
- xiii. Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made. Recommended changes for the parties to consider if a problem has been identified that could adversely affect the project schedule or budget
- xiv. Draft ROW strip maps, sketches, & field notes. Final ROW documents to be submitted within 30 days of receiving review comments from Travis County.
- xv. Updated project schedule with status tracking.
- xvi. Draft Detour Plan, if applicable;

**C. Work Product 3 (PS&E 90% Review Submittal)**

The 90% complete drawings should be virtually "ready to bid" with minor revisions, no outstanding design issues, all work coordinated and illustrated on the drawing. A public meeting may be required. The requirements for the 90% design submittals shall be determined with TNR's Project Manager on a case-by-case basis but as a minimum shall include the following:

- i. Complete set of construction drawings with all details, cross-sections, profiles, quantities, and title sheet
- ii. Full set of detailed specifications and index in bid-ready format (Microsoft Word format)
- iii. Detailed breakdown cost estimate and associated bid schedule in TNR's format
- iv. Calculations for unit price quantities and final Engineering design calculations
- v. List of permits secured and any permits/approvals pending, with projected delivery dates.
- vi. Final utility company costs, relocation plan and schedule, and documentation from each utility contacted and coordination services for utility relocation.
- vii. Final construction schedule/sequence of work.
- viii. PDF files of all sheets

**D. Work Product 4 (PS&E 100% Review Submittal)**

- i. Provide final plans on mylars, specifications, estimates
- ii. PDF files of all plan sheets
- iii. Provide Quantities for all disciplines
- iv. Prepare Bid schedule
- v. Provide copy of all Permits

- vi. Verification of property acquisitions and/or right-of-entries for the construction contract
- vii. List of any outstanding issues to be resolved before or during project bidding process

**E. Work Product 5 (Bid Phase Services)**

- i. Provide bidding support services including assistance with responding to bidder questions
- ii. Preparing addenda
- iii. Tabulating and evaluating bids

APPENDIX B

CONSULTANT'S QUALIFICATIONS STATEMENT

(SEE CONTRACT FILE)



**TRAVIS COUNTY PURCHASING OFFICE**  
**Cyd V. Grimes, C.P.M., Purchasing Agent**

7

314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

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

*Cyd V. Grimes 12/15/09 YMB*

**Voting Session: Tuesday, December 22, 2009**

**REQUESTED ACTION: APPROVE MODIFICATION NO. 4 TO CONTRACT NO. PS020064JW, SOUTH WEST KEY PROGRAM, FOR FEE SCHEDULE ADJUSTMENT. (JUVENILE PROBATION)**

***Points of Contact:***

**Purchasing:** David Walch

**Department:** (JUVENILE PROBATION), Estela Medina, Chief Juvenile Probation Officer, Sylvia Mendoza

**County Attorney (when applicable):** Jim Connolly

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

**Other:** N/A

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

The contractor, Southwest Key Program, provides educational and counseling services pertaining to substance abuse issues to the Juvenile Justice Alternative Education Program (JJAEP). This contract supports the JJAEP program by funding a Community Coordinator to manage and direct all the services currently being provided to JJAEP by Southwest Key Program.

Modification 4 adjusts the Fee Schedule from \$3,125.00 per month/40 hours a week to \$1,546.87 per month/20 hours a week. This adjustment is necessary to support changes in the JJAEP Grant funding this program.

Modification 3 replaced Section 7.0 "PAYMENT FOR SERVICES" converting this agreement to an "As Needed" contract from a "Not-to-Exceed" and established the Fee Schedule.

Modification 2 modified Section 2.2 to include an auto-renewal option to the contract.

Modification 1 corrected the Scope of Services. The original Scope of Services was a draft copy when submitted to the Commissioners Court for approval.

➤ **Contract Expenditures:** Within the last 12 months \$37,500.00 has been spent against this contract.



Not applicable

➤ **Contract-Related Information:**

Award Amount: \$35,000.00 Annually (Not-to-Exceed)

Contract Type: (Professional Services Agreement)

Contract Period: 12/26/01 - 8/31/02

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (as – needed – basis)

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: See Comments

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Statutory Verification of Funding:**

\*  Purchase Requisition in HTE

\*  Contract Verification Form signed by Auditor and/or P.B.O.

Funding Account(s) 174-4578-593-6099 M10174

Comments:

\* At least one of these must be included



**MODIFICATION OF CONTRACT NUMBER: PS020064.IW Community  
Coordination Services**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: David Walsh TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: December 2, 2009
ISSUED TO: South West Key Program 3000 South IH-35 Suite 410 Austin, Texas 78704	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: December 26, 2001

ORIGINAL CONTRACT TERM DATES: 12/23/01 - 08/31/02

CURRENT CONTRACT TERM DATES: 12/23/01 - until terminated

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: 35,000.00

Current Modified Amount \$ On an as needed basis

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

1) In accordance with Section 16.0, AMENDMENTS, the contract is modified as follows:

A) Attachment B-1 Fee Schedule dated 10/12/2007 is deleted in its entirety and replaced with the attached Attachment B-1 Fee Schedule dated 12/02/2009, which is made a part of the contract.

B) Change in the reimbursement rate corresponds to a proportional change in the number of hours of service provided each month.

**Note to Vendor:**

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

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

LEGAL BUSINESS NAME: <u>SOUTHWEST KEY PROGRAMS, INC.</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>RACHEL LUNA</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>GENERAL COUNSEL</u> ITS DULY AUTHORIZED AGENT	DATE: <u>12/9/09</u>
TRAVIS COUNTY, TEXAS BY: <u>[Signature]</u> CYD V. GRIMS, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>12/15/09</u>
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____

**ATTACHMENT B-1  
FEE SCHEDULE****REVISED 12/2/2009**

TYPE OF SERVICE	FEES
<ol style="list-style-type: none"><li>1. Coordinate and supervise community service projects</li><li>2. Tutor small groups or individuals students</li><li>3. Assist with student transition</li><li>4. Coordinate special education, medical and mental health services assessments for students</li><li>5. Assistance with after schools and summer employment for students</li><li>6. Assistance with alternative education programs for students as needed</li><li>7. Assistance with obtaining earned credits from the home school for returning students</li></ol>	\$1,546.87 - per month / 20 hours per week.



David  
11-30-09  
YLB

# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

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

**TO:** Cyd Grimes  
Purchasing Agent

**FROM:** *Sylvia Mendoza for Estela P. Medina*  
Estela P. Medina  
Chief Juvenile Probation Officer

**RE:** Contract #PS020064JW (Southwest Key Community Coordinator – JJAEP)

**DATE:** November 24, 2009

Travis County Juvenile Probation Department is currently contracting with Southwest Key Program to provide a Community Coordinator for JJAEP (Contract #PS020064JW) for juvenile offenders.

Our department would like to modify the contract to reduce the monthly amount from \$3125.00 to \$1546.87 per month.

Listed below are the contract number and account number for this modification:

**PS020064JW: Acct # 174-4578-593-6099 (M10174)**

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

cc: Barbara Swift  
Kristin Morris  
Sylvia Mendoza  
Cindy Perez

EPM: gc

*Are they reducing the SVS also? We can't simply reduce the monthly amt. w/out some reduction in SVS.*  
*YLB*

RECEIVED  
TRAVIS COUNTY  
NOV 25 AM 10:27  
PURCHASING OFFICE



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

8

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

*Cyd V. Grimes 12/14/09*

**Voting Session: Tuesday, December 22, 2009**

**REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO CONTRACT NO. PS070382VR GEORGE MASON UNIVERSITY, FOR EVALUATION PROGRAM SERVICES (CRIMINAL JUSTICE PLANNING)**

***Points of Contact:***

**Purchasing:** David Walch

**Department:** CRIMINAL JUSTICE PLANNING, Roger Jefferies, Executive Manager  
CJP, Kimberly Pierce, Manager CJP.

**County Attorney (when applicable):** Jim Connolly

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

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

**Other:** (MENTAL HEALTH PUBLIC DEFENDER) Jeanette Kinard, Director

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

The Mental Health Public Defenders Office (MHPDO) is under contract with George Mason University (GMU) for ongoing evaluation of its office; a grant requirement of the Task Force on Indigent Defense. Travis County recently received two other grant awards for the creation of the Office of Child Representation (OCR) and the Office of Parental Representation (OPR). The funder, the Texas Supreme Court, also requires a process outcome evaluation be conducted on each office during the grant term. The grant allots \$10,000 each year for each program for this purpose.

Modification 3 will include the evaluations for the OCR and OPR and to extend the contract term from 12/31/07 to 12/31/12 in order to complete the three year evaluation process.

Modification 2 assigned the contract to George Mason University from the Spangenberg Group which was absorbed by the University.

Modification 1 clarified consulting service fees, travel expenses, including per diem rates and invoice/payment schedules.

➤ **Contract Expenditures:** Within the last 12 months \$27,180.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$49,280.00 (Estimated quantity)  
Contract Type: (Professional Services Agreement)  
Contract Period: 09/25/2007 - 12/31/2009

➤ **Contract Modification Information:**

Modification Amount: \$60,000.00 (Firm Amount)  
Modification Type:  
Modification Period: 11/24/2009 – 12/31/2012

➤ **Solicitation-Related Information:**

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

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 488166 & 488375
- Funding Account(s): 647-5532-557-4007 & 648-5533-557-4007
- Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_ Not Verified \_\_\_ by Auditor.

# CRIMINAL JUSTICE PLANNING DEPARTMENT

P.O. Box 1748, Austin, TX 78767, (512) 854-4415, FAX (512) 854-4417



## MEMORANDUM

10-20-09

**To:** David Walch, Purchasing

**Through:** Roger Jefferies, Executive Manager, JPS *RJ*

**From:** Kimberly Pierce, CJP *KP*

**Date:** October 16, 2009

**Subject:** Modification to Mental Health Public Defenders Office contract with George Mason University No. PS070382VR

The Mental Health Public Defenders Office (MHPDO) is under contract with George Mason University (GMU) for an ongoing evaluation of its office; a grant requirement of the Task Force on Indigent Defense. Travis County recently received two other grant awards for the creation of the Office of Child Representation (OCR) and the Office of Parental Representation (OPR). The funder, the Texas Supreme Court also requires that a process and outcome evaluation be conducted on each office during the three year grant term. Each office has been allotted \$10,000 each year for this purpose. Considering GMU is under contract for evaluating the MHPDO, staff contacted GMU to see if they too would be interested in evaluating the two new public defender offices. We have had several conference calls with GMU and the managing attorneys for the OCR and OPR and all are in agreement that CJP should contract with GMU for the evaluations.

I request that the contract No. PS070382VR be modified to include the evaluations for the Office of Child Representation and the Office of Parental Representation. A copy George Mason University's proposal and each of its Scope of Work and Budget is attached to this memo as well as the existing contract with George Mason University.

If you need anything additional, please let me know.

cc:  
Cyd Grimes, Purchasing Agent  
Leslie Hill, OCR  
Stephanie Ledesma, OPR  
Judge Darlene Byrne

**MODIFICATION OF CONTRACT NUMBER: PS070382VR -** **PAGE 1 OF PAGES 11**  
**Evaluation Services**

<b>ISSUED BY:</b> PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	<b>PURCHASING AGENT ASST:</b> David Walsh TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	<b>DATE PREPARED:</b> October 22, 2009
<b>ISSUED TO:</b> George Mason University c/o Jon Gould, Associate professor and Director Center for Justice, Law & Society 400 University Drive, MSNF4 Fairfax, Virginia 22030	<b>MODIFICATION NO.:</b> 3	<b>EXECUTED DATE OF ORIGINAL CONTRACT:</b> September 25, 2007

ORIGINAL CONTRACT TERM DATES: 09/25/07 - 12/31/09 CURRENT CONTRACT TERM DATES: 09/25/07 - 12/31/12

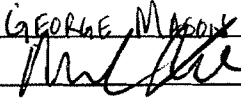
**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
 Original Contract Amount: \$55,588.00 Current Modified Amount: \$115,588.00

**DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:**

1. Pursuant to Section 13.0 AMENDMENTS this contract is being Modified to add additional services:  
 Evaluation: Office of Child Representation  
 Evaluation: Office of Parental Representation
2. Section 14.2 Attachments is Modified to include:  
 14.2.7 ATTACHMENT G -- Evaluation: Office of Child Representation "Scope of Services/Fee Schedule"  
 14.2.8 ATTACHMENT H -- Evaluation: Office of Parental Representation "Scope of Services/Fee Schedule"
3. Pursuant to Section 2.1 Term The Term of this agreement may be extended by written amendment approved by the parties in accordance with section 13.0 AMENDMENTS. This modification serves as written approval by both parties to extend the Term of this contract until December 31, 2012.
4. The not-to-exceed amount for this contract is increased from \$55,588 to \$115,588. Each evaluation cost is \$10,000 per year for three years.

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

**Note to Vendor:**  
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.  
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>GEORGE MASON UNIVERSITY</u> BY: <u></u> SIGNATURE BY: <u>Michael Laskofski</u> PRINT NAME Director Office of Sponsored Programs TITLE: _____ ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> OTHER <u>EDUCATIONAL INSTITUTION</u> DATE: <u>11/9/09</u>
---	--

TRAVIS COUNTY, TEXAS BY: <u></u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>12/9/09</u>
---	-------------------------

TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:
--	-------

## ATTACHMENT G

### Evaluation: Office of Child Representation Scope of Service / Fee Schedule

The Spangenberg Project is interested in amending the contract with Travis County to include evaluations of the office of parent representation and the office of child representation. This document describes our proposed method and timeline to conduct such evaluations.

#### Purpose

The purpose of these evaluations is to provide a series of reports which document the actual work being performed by the OCR and OPR and their progress in meeting goals presented in the FY2009 grant application. Each three-part evaluation will rely on a mixed methods approach to provide the Travis County Commissioners Court with reliable and methodologically-sound deliverables.

#### Project Design and Deliverables

Our project design and deliverables for the evaluation of the Travis County OPR and OCR are set out below in three parts. Both office evaluations will follow this basic structure.

##### Part 1: Initial – Baseline Assessment

The first task TSP proposes is an initial assessment of the office. This assessment will be conducted within the first six months of each office's operation. This work will serve to provide TSP with a basic understanding of how the offices operate on a day-to-day basis, how criminal justice stakeholders view the offices, and the status of each office in terms of meeting the FY2009 goals. TSP will travel to Travis County to conduct an initial site visit. Interviews will be conducted with each office's attorneys and staff members, members of the Oversight Commission, judges, prosecutors, social services staff, and county officials who have been working to implement the new offices. In addition, we will seek information regarding the provision of representation to children and parents prior to the offices' start-up. The deliverable for this portion of the project will include two separate initial reports describing each office and the data collected onsite.

##### Part 2: Second Interim Report – The One-Year Assessment

After one year of operation for each office, TSP will seek out data from OPR and OCR and Travis County to assess each office after it has been in operation and accumulated data for at least one year. This stage of the assessment will not include site work, as the assessment will be only 6-months after the initial report. Instead, TSP will administer an online survey to stakeholders and collect various data from phone interviews, requests to the office, and requests to the Criminal Justice Planning staff. TSP will evaluate the program in light of the system that was in place prior to the creation of OPR and OCR. TSP will also assess progress that has been made since the initial report. An additional component of the data collection for the one-year assessment will be phone- interviews with many of the stakeholders originally interviewed to learn how satisfied they are with the new program. This may or may not be necessary depending on the response to the online survey. TSP will conduct a series of interviews with each office's attorneys and staff. The staff interviews will allow us to assess how well the office is operating programmatically and administratively after the initial period of adjustment. These interviews will be used to supplement quantitative data analyses conducted to evaluate the progress of each office in achieving FY2010 goals.

The deliverable for this portion of the contract will be two separate second interim reports that contain a review of OPR and OCR after it has been fully operational for at least one year. This narrative will be followed by a list of findings and recommendations regarding the quantitative and qualitative measures described.

##### Part 3: Final Report – The Final Assessment

After the Travis County OPR and OCR have been operational for at least two years, TSP will travel to Travis County once again to gather and review critical data on the program. With this data, we will conduct a final assessment of each office's operations and progress in meeting their goals throughout the contract period. While onsite, TSP researchers will interview OPR and OCR attorneys and staff members, Oversight Committee members and county officials to assess overall satisfaction and/or issues of concern for the office. Based on the data assessment and interviews conducted onsite, TSG will prepare a final report that updates findings and recommendations reported in our second interim report.



### **Timeline**

#### **Part 1 - Initial Assessment**

Site Visit – February 2010

Report – April 2010

#### **Part 2 - Second Year Interim Report**

Online Survey – August 2010

Phone Interviews – August / September 2010

Report – December 2010

#### **Part 3 - Final Report**

Site Visit – July / August 2011

Report – November / December 2011

### **Availability of Data**

The ability to obtain reliable data from various offices in Travis County is paramount to the integrity of these evaluations. We will need assistance from each office and Criminal Justice Planning to locate and obtain various types of data throughout the evaluation period. This will include data as provided in the Travis County MHPD evaluation (as applicable) and data that is needed to assess each office's goals as described in the grant application.

### **Staffing**

The project team will consist of the following TSP researchers: Robert Spangenberg, Founder of TSP and Research Professor, Holly Stevens, Assistant Research Professor, Tiffany Seal, Education and Training Specialist for TSP, and two TSP research assistants. TSP has several experienced and highly-qualified research assistants who work with TSP researchers at a very modest cost or at no cost (on a volunteer or internship basis) each semester and throughout the summer months. TSP will utilize these research assistants throughout the evaluation period to allow for the completion of the project within the limited funds available.

**TRAVIS COUNTY  
CRIMINAL JUSTICE PLANNING  
PROGRAM EVALUATION OUTLINE  
OFFICE OF CHLD REPRESENTATION**

**1. PURPOSE-**the purpose of the evaluation is to construct a progress report that best reflects the actual work being performed in the program is consistent with the FY2009 grant application. The performance of the Office of Child Representation will be evaluated through the Texas Supreme Court, Court Improvement Program Monitoring by the Grant Administrator and an informal assessment of the Office by the Oversight Committee that measures:

- Grant implementation milestones;
- Number of cases referred to the Office of Child Representation (OCR) to ensure that the number meets the expectations of the grant are met;
- A survey of District Court Judges and Masters showing how they rate the attorneys appointed to abuse and neglect cases. The goal is to have 80% of the judges rate the attorney's representation as "satisfactory" or better;
- The percentage of counsel assigned to abuse and neglect cases that have completed at least eight hours of Continuing Legal Education (CLE) hours each year on specialized training applicable to abuse and neglect cases. The goal is 100%; and
- The fiscal impact of the grant on Travis County. The impact will be assessed by comparing the cost per case handled by the Office of Child Representation with historical average cost per case and by comparison to current court appointed abuse and neglect cases not represented by the OCR.

**2. REQUIRED QUALIFICATIONS-**to be developed by the Travis County Purchasing Department based on similar projects/grants.

**3. PROJECT NARRATIVE**

**1. PROJECT GOALS-**

**Goals for the Office of Child Representation**

**OCR Milestones as of August 3, 2009**

February 23, 2009: Managing Attorney begins work at OCR

May 18, 2009: Staff Attorney begins work

May 21, 2009: Legal Secretary Senior begins work

June 8, 2009: First case accepted

June 18, 2009: Senior Staff Attorney begins work

June 24, 2009: OCR Open Houses

July 6, 2009: Legal Secretary begins work

July 31, 2009: Staff Attorney begins work

Other notable milestones:

Developing and refining client management database

Drafting templates for office forms and legal forms

Ordering furniture and supplies for office

Developing protocols for interactions with other county departments

Drafting checklists to ensure best practices are followed in legal representation

Conducting tours of offices for stakeholders

**FY09 Goals**

**Hiring:**

Hire Social Worker by September 30, 2009

Hire Paralegal Senior by September 30, 2009

**Legal Case Caseload:**

OCR will represent at least 100 clients in legal cases

**Client Visits:**

OCR will make visit each client in his or her placement at least once.

The staff attorney assigned to a client's case will meet with each client over the age of four before each regularly scheduled hearing (unless the court finds there is good cause why the meeting is not feasible or not in the client's best interest).

If the client is younger than four years of age, the staff attorney assigned to the client's case will meet with the person with whom the client ordinarily resides, if the client is younger than four years of age, before each regularly scheduled hearing.

**Contacts with Partner Agencies**

OCR will develop and maintain working relationships with partner agencies.

**Continuing Education:**

Each OCR attorney shall attend at least 8 hours of continuing legal education each year on abuse and neglect related topics.

**FY10 Goals**

**Legal Case Caseload:**

OCR will represent at least 400 clients in legal cases

The managing attorney will review the caseload status quarterly and may make overrides or under rides based on overall complexity of cases, overall type of cases, attorney experience, support staff experience, court needs, available technology augmenting services, or other factors affecting the delivery of legal services.

**Social Work Caseload:**

The OCR social worker will conduct a needs assessment for at least 400 clients.

The OCR social worker will provide ongoing case management for at least 200 clients

**Client Visits:**

OCR will visit each client in his or her placement at least once.

The staff attorney assigned to a client's case will meet with each client over the age of four before each regularly scheduled hearing (unless the court finds there is good cause why the meeting is not feasible or not in the client's best interest).

If the client is younger than four years of age, the staff attorney assigned to the client's case will meet with the person with whom the client ordinarily resides, before each regularly scheduled hearing.

**Contacts with Partner Agencies**

OCR will develop and maintain working relationships with partner agencies.

**Collaboration with Private Bar**

OCR will develop and maintain relationships with private counsel with expertise in relevant areas (e.g., immigration, juvenile issues, appellate law)

**Continuing Education:**

Each OCR attorney shall attend at least 8 hours of continuing legal education each year on abuse and neglect related topics.

The social worker shall attend at least 8 hours of continuing education each year on abuse and neglect related topics.

**Trainings:**

OCR will host at least 4 trainings related to child welfare law.

OCR will seek out opportunities to present trainings on child welfare law.

**2. PROJECT DESIGN AND DELIVERABLES**-this is a three year project with \$10,000 provided in each year. I will pull from other evaluations for examples of deliverables but these are things we expect to have achieved within a specific timeline.

**PART I: INITIAL INTERIM REPORT-THE BASELINE**

**ASSESSMENT**

**PART II: SECOND INTERIM REPORT-THE ONE-YEAR**

**ASSESSMENT**

**PART III: FINAL REPORT-THE FINAL ASSESSMENT**

**4. TIMELINE AND ACTIVITIES**-provided by the contractor

**5. REFERENCES-VENDOR NEEDS TO PROVIDE 3 REFERENCES**-provided by the contractor

**6. EXECUTIVE SUMMARY**-provided by the contractor, organizational overview

**7. COST PROPOSAL DETAIL**-provided by the contractor

**Attachments:**

Grant Contract

<b><i>Budget 1. Office of Child Representation</i></b>	
Part 1: Initial Assessment- FY2010 (February – April 2010)	
Professional Fees Total	<b>\$8,233</b>
Site Work / Data Collection	\$4,533
Report Preparation and Writing	\$3,700
Travel	<b>\$1,767</b>
<b>TOTAL</b>	<b>\$10,000</b>
Part 2: Year Two Interim Report – FY2011 (August – December 2010)	
Professional Fees Total	<b>\$10,000</b>
Data Collection / Web-based Survey / Phone Interviews	\$6,300
Report Preparation and Writing	\$3,700
<b>TOTAL</b>	<b>\$10,000</b>
Part 3: Final Report – FY2012 (July – December 2011)	
Professional Fees Total	<b>\$8,233</b>
Site Work / Data Collection	\$4,533
Report Preparation and Writing	\$3,700
Travel	<b>\$1,767</b>
<b>TOTAL</b>	<b>\$10,000</b>

## ATTACHMENT H

### Evaluation: Office of Parental Representation Scope of Service / Fee Schedule

The Spangenberg Project is interested in amending the contract with Travis County to include evaluations of the office of parent representation and the office of child representation. This document describes our proposed method and timeline to conduct such evaluations.

#### Purpose

The purpose of these evaluations is to provide a series of reports which document the actual work being performed by the OCR and OPR and their progress in meeting goals presented in the FY2009 grant application. Each three-part evaluation will rely on a mixed methods approach to provide the Travis County Commissioners Court with reliable and methodologically-sound deliverables.

#### Project Design and Deliverables

Our project design and deliverables for the evaluation of the Travis County OPR and OCR are set out below in three parts. Both office evaluations will follow this basic structure.

#### Part 1: Initial – Baseline Assessment

The first task TSP proposes is an initial assessment of the office. This assessment will be conducted within the first six months of each office's operation. This work will serve to provide TSP with a basic understanding of how the offices operate on a day-to-day basis, how criminal justice stakeholders view the offices, and the status of each office in terms of meeting the FY2009 goals. TSP will travel to Travis County to conduct an initial site visit. Interviews will be conducted with each office's attorneys and staff members, members of the Oversight Commission, judges, prosecutors, social services staff, and county officials who have been working to implement the new offices. In addition, we will seek information regarding the provision of representation to children and parents prior to the offices' start-up. The deliverable for this portion of the project will include two separate initial reports describing each office and the data collected onsite.

#### Part 2: Second Interim Report – The One-Year Assessment

After one year of operation for each office, TSP will seek out data from OPR and OCR and Travis County to assess each office after it has been in operation and accumulated data for at least one year. This stage of the assessment will not include site work, as the assessment will be only 6-months after the initial report. Instead, TSP will administer an online survey to stakeholders and collect various data from phone interviews, requests to the office, and requests to the Criminal Justice Planning staff. TSP will evaluate the program in light of the system that was in place prior to the creation of OPR and OCR. TSP will also assess progress that has been made since the initial report. An additional component of the data collection for the one-year assessment will be phone- interviews with many of the stakeholders originally interviewed to learn how satisfied they are with the new program. This may or may not be necessary depending on the response to the online survey. TSP will conduct a series of interviews with each office's attorneys and staff. The staff interviews will allow us to assess how well the office is operating programmatically and administratively after the initial period of adjustment. These interviews will be used to supplement quantitative data analyses conducted to evaluate the progress of each office in achieving FY2010 goals.

The deliverable for this portion of the contract will be two separate second interim reports that contain a review of OPR and OCR after it has been fully operational for at least one year. This narrative will be followed by a list of findings and recommendations regarding the quantitative and qualitative measures described.

#### **Part 3: Final Report – The Final Assessment**

After the Travis County OPR and OCR have been operational for at least two years, TSP will travel to Travis County once again to gather and review critical data on the program. With this data, we will conduct a final assessment of each office's operations and progress in meeting their goals throughout the contract period. While onsite, TSP researchers will interview OPR and OCR attorneys and staff members, Oversight Committee members and county officials to assess overall satisfaction and/or issues of concern for the office. Based on the data assessment and interviews conducted onsite, TSG will prepare a final report that updates findings and recommendations reported in our second interim report.

**Timeline**

Part 1 - Initial Assessment

Site Visit – February 2010

Report – April 2010

Part 2 - Second Year Interim Report

Online Survey – August 2010

Phone Interviews – August / September 2010

Report – December 2010

Part 3 - Final Report

Site Visit – July / August 2011

Report – November / December 2011

**Availability of Data**

The ability to obtain reliable data from various offices in Travis County is paramount to the integrity of these evaluations. We will need assistance from each office and Criminal Justice Planning to locate and obtain various types of data throughout the evaluation period. This will include data as provided in the Travis County MHPD evaluation (as applicable) and data that is needed to assess each office's goals as described in the grant application.

**Staffing**

The project team will consist of the following TSP researchers: Robert Spangenberg, Founder of TSP and Research Professor, Holly Stevens, Assistant Research Professor, Tiffany Seal, Education and Training Specialist for TSP, and two TSP research assistants. TSP has several experienced and highly-qualified research assistants who work with TSP researchers at a very modest cost or at no cost (on a volunteer or internship basis) each semester and throughout the summer months. TSP will utilize these research assistants throughout the evaluation period to allow for the completion of the project within the limited funds available.

**TRAVIS COUNTY  
CRIMINAL JUSTICE PLANNING  
PROGRAM EVALUATION OUTLINE  
OFFICE OF PARENTAL REPRESENTATION**

**1. PURPOSE**-the purpose of the evaluation is to construct a progress report that best reflects the actual work being performed in the program is consistent with the FY2009 grant application. The performance of the Office of Parental Representation will be evaluated through the Texas Supreme Court, Court Improvement Program Monitoring by the Grant Administrator and an informal assessment of the Office by the Oversight Committee that measures:

- Grant implementation milestones;
- Number of cases referred to the Office of Parental Representation (OPR) to ensure that the number meets the expectations of the grant are met;
- A survey of District Court Judges and Masters showing how they rate the attorneys appointed to abuse and neglect cases. The goal is to have 80% of the judges rate the attorney’s representation as “satisfactory” or better;
- The percentage of counsel assigned to abuse and neglect cases that have completed at least eight hours of Continuing Legal Education (CLE) hours each year on specialized training applicable to abuse and neglect cases. The goal is 100%; and
- The fiscal impact of the grant on Travis County. The impact will be assessed by comparing the cost per case handled by the Office of Parental Representation with historical average cost per case and by comparison to current court appointed abuse and neglect cases not represented by the OPR.

**2. REQUIRED QUALIFICATIONS**-to be developed by the Travis County Purchasing Department based on similar projects/grants.

**3. PROJECT NARRATIVE**

**1. PROJECT GOALS-**

- a. The goals of the Travis County Office of Parental Representation are to:
  - i. Protect, Preserve and Strengthen Parents and families that find themselves ensnared in the very complex and oft times very confusing and very discouraging system of Child Welfare law.
    1. Effective use of specialized knowledge of the law and the Child Welfare System to prevent removal of children. Including but not being limited to early attorney-client contact, (within 48 business hours of receiving the court appointment.
    2. When children cannot remain in the home with the primary parent, effective use of area expertise to argue for placement of children with family and/or symbolic family members so as to decrease the number of children in foster care.
    3. Decrease the average time a child remains in foster care during the TMC phase of the case. (From the date of OPR appointment to the date of the child is removed from foster care and placed with relative and/or symbolic relative).
    4. Decrease the average time that a Child Welfare case is open, (from time of appointment until date of dismissal).
    5. Increase the number of cases where children, after being removed and placed in foster care are returned to the biological parents from which they were removed.
  - ii. Provide higher quality legal representation to indigent primary parents involved in child welfare cases.
    1. By Spring 2010 have 100 percent of all eligible attorneys licensed in Child Welfare Specialization;
    2. By Fall 2010 have 100 percent of all attorneys on staff inducted as Members of the State Bar College;
    3. By Fall 2009 have 100 percent of all attorneys on staff exceed by 300 percent the minimum local requirement of maintain 8 hours of Child Welfare Law CLE.
  - iii. Contain the cost of legal representation to indigent parents who are involved in Child Welfare cases.

**2. PROJECT DESIGN AND DELIVERABLES**-this is a three year project with \$10,000 provided in each year. I will pull from other evaluations for examples of deliverables but these are things we expect to have achieved within a specific timeline.

**PART I: INITIAL INTERIM REPORT-THE BASELINE**  
**PART II: SECOND INTERIM REPORT-THE ONE-YEAR**  
**PART III: FINAL REPORT-THE FINAL ASSESSMENT**

**ASSESSMENT**  
**ASSESSMENT**

**4. TIMELINE AND ACTIVITIES**-provided by the contractor

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**TRAVIS COUNTY PURCHASING OFFICE**

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

314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

10

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

*Cyd V. Grimes 12/15/09*

**Voting Session: Tuesday, December 22, 2009**

**REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION RELATED TO PROPERTY AND BOILER/MACHINERY INSURANCE:**

- A. APPROVE OR REJECT PURCHASE OF TERRORISM INSURANCE COVERAGE.
- B. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 8) TO CONTRACT NO. 07T000070J, KEY & PISKURAN INSURANCE, FOR THE PROPERTY AND BOILER/MACHINERY INSURANCE FOR TRAVIS COUNTY. (HRMD)

**Points of Contact:**

**Purchasing:** Oralia Jones, 854-4204

**Department:** HRMD, William Paterson, Dan Mansour, 854-9499

**County Attorney (when applicable):** Barbara Wilson, 854-9567

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

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

**Other:**

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

The contract provides Property and Boiler/Machinery Insurance to Travis County. The contract was approved by the Commissioners Court on December 19, 2006.

The Purchasing Office concurs with HRMD's recommendation to exercise the third option to renew the contract with Key & Piskuran Insurance Agency, and with Affiliated FM as the underwriter. The renewal rate will be a flat rate renewal. Although the rate charged per \$100 of value will remain the same, the actual premium will vary from last year due to an increase in property values and/or from purchased or sold properties. The premium rate of .0480 per \$100 of property covered per year, without the Terrorism Risk Insurance Act (TRIA), will remain the same. The estimated premium is \$412,591.00, which includes engineering services to be provided by Affiliated FM. The Risk Management Office does not recommend the optional TRIA coverage.

The modification will extend the contract for the Property and Boiler/Machinery Insurance, for an additional twelve (12) months, through December 31, 2010. The contract extension is permitted pursuant to Paragraph 1.0, of the contract, entitled "Term of Contract".

Modification No. 7 was previously issued to add the Del Valle Adult Corrections Building #12 located at 3416 Bill Price Road, Del Valle, effective October 20, 2009. The modification was signed by the Purchasing Agent.

Modification No. 6 was previously issued to add the Eastside Service Center located at 10700 FM 969 effective April 21, 2009. The modification was signed by the Purchasing Agent.

Modification No. 5 was previously issued to add the 2<sup>nd</sup> story of Precinct 2 Office located at 10409 Burnet Road, Suite 150, effective April 2, 2009. The modification was signed by the Purchasing Agent.

Modification No. 4 was previously issued to exercise the second option period to extend the contract for twelve months, through December 31, 2009. It was approved by the Commissioners Court on November 18, 2008.

Modification No. 3 was previously issued to add the Rusk Building located at 910 Lavaca Street effective March 21, 2008. The modification was signed by the Purchasing Agent.

Modification No. 2 was previously issued to add the Chair King Building located at 5335 Airport Blvd effective March 11, 2008. The modification was signed by the Purchasing Agent.

Modification No. 1 was previously issued to exercise the first option period to extend the contract for twelve months, through December 31, 2008. It was approved by the Commissioners Court on December 18, 2007.

➤ **Contract Expenditures:** Within the last 12 months \$356,571.00 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$412,591.00 (Fixed Amount)

Contract Type: Annual Contract

Contract Period: January 1, 2010 through December 31, 2010

➤ **Funding Information:**

Purchase Requisition in H.T.E.: Requisition #488750

Funding Account(s): 525-1140-522-4408

Comments: Requisition will be processed upon approval of the contract modification by the Commissioners Court.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.



## Human Resources Management Department

1010 Lavaca St. 2<sup>nd</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

# Memorandum

December 4, 2009

To: Cyd Grimes, County Purchasing Agent

From: Dan Mansour, Risk Manager, HRMD *DAM*  
William Paterson, Senior Risk/Safety Specialist

Re: Property & Boiler & Machinery Insurance

It is the recommendation of Risk Management that Travis County exercise its option to renew the contract with Key & Piskuran Insurance Agency, Inc. with Affiliated FM as the carrier. The renewal rate will be a flat rate renewal. Although the rate charged per \$100 of value will remain the same the actual premium will vary from last year due to an increase in property values and or from purchased or sold properties. Staff does not recommend accepting the optional (certified or non-certified) Terrorism Coverage. The estimated premium is \$412,591.00, which includes engineering services to be provided by Affiliated FM. The line item from which the premium will be paid from is # 525-1140-522-4408. If you have any questions please call me at 854-9650. Thank you.

CC: Lolly Jones/Purchasing

RECEIVED  
TRAVIS COUNTY  
2009 DEC -4 PM 2:27  
PURCHASING  
OFFICE

PURCHASE REQUISITION NBR: 0000488750

REQUISITION BY: MARGIE SOLANO 854-9239

STATUS: AUDITOR APPROVAL  
REASON: RENEWAL

DATE: 12/08/09

SHIP TO LOCATION: HUMAN RESOURCES MGT.

SUGGESTED VENDOR: 52929 KEY AND PISKURAN INSURANCE

DELIVER BY DATE: 12/31/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PROPERTY & BOILER & MACHINERY 12/31/09-12/31/10 \$402,891 = COMMERCIAL PROPERTY \$ 9700.00 = ENGINEERING FEE COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: PROPERTY/BROILER MACH INS	412591.00	DOL	1.0000	412591.00	
REQUISITION TOTAL:					412591.00	

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

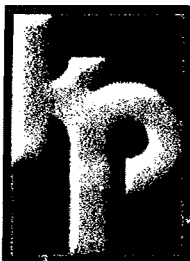
LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	52511405224408	INSURANCE PREMIUMS Property	100.00	412591.00
				412591.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

# PROPERTY INSURANCE RENEWAL PROPOSAL



01/01/2010 – 01/01/2011



**Key & Piskuran  
Insurance Agency**

*Serving Texans*



*Since 1983*







25. Smith Road Building, 1600 Smith Road, Austin, TX, 78721, Index No. 001137.38
26. Center for Battered Women, Tannehill Lane, Austin, TX, 78721
27. Weatherization Program, 5201 East Cesar Chavez Street, Austin, TX, 78702
28. South Rural Community Health Center, 3518 FM 973 S., Del Valle, TX, 78617
29. North Rural Community Center, 15822 Foothill Farms Loop, Pflugerville, TX, 78660
30. West Rural Community Center, 8656 West Highway 71, Austin, TX, 78735
31. Travis County Exposition Center, 7311 Decker Lane, Austin, TX, 78724, Index No. 001137.40
32. North Lamar Service Station, 1000 North Lamar Boulevard, Austin, TX, 78703
33. University Savings Building, 1010 Lavaca Street, Austin, TX, 78701, Index No. 001137.41
34. East Rural Community Health Center (2 buildings), 600 West Carrie Manor Street, Manor, TX, 78653
35. Executive Office Building@, 411 West 13th Street, Austin, TX, 78701, Index No. 001137.42
36. Travis County Forensic Center@, 1213 Sabine Street, Austin, TX, 78701, Index No. 001137.43
37. Holt Building, 1004 Guadalupe Street, Austin, TX, 78701
38. Brizendene House, 507 West 11th Street, Austin, TX, 78701
39. Haverty Bldg/Sheriff/Office, 5555 Airport Boulevard, Austin, TX, 78751, Index No. 074579.85
42. Precinct 2 Office, 10409 Burnet Road Suite 150, Austin, TX, 78758, Index No. 001516.32
43. North IH 35 Fire District Bldg, 11220 North IH 35, Austin, TX, 78753
44. Manchaca Community Center, 1310 Fm 1626, Manchaca, TX, 78652
45. Nameless Schoolhouse, 23436 Nameless Road, Leander, TX, 78641
46. Bank of America Bldg, 2501 South Congress Avenue, Austin, TX, 78704, Index No. 074583.72
47. Prec 1 tax Office, 4705 Heflin Lane, Austin, TX, 78721
48. Office Building, 5335 Airport Boulevard, Austin, TX, 78751
49. Rusk Building, 910 Lavaca Street, Austin, TX, 78701
50. Eastside Service Center, 10700 FM 969, Austin, TX, 78724, Index No. 001938.39
51. SMART Facility, 3404 Fm 973, Del Valle, TX, 78617

#### **E. SUB-LIMITS:**

Unless otherwise stated below, the following sub-limits of liability will apply on a per occurrence basis for all coverages provided, and are part of, not in addition to, the above limit(s) of liability.

For Annual Aggregate sub-limits the policy year will begin at the inception date of this policy and be concurrent with the anniversary dates of this policy.

1. \$100,000,000 Earth Movement (Annual Aggregate, for all coverages provided)
2. \$100,000,000 Flood (Annual Aggregate, for all coverages provided) not to exceed:
3. \$5,000,000 Flood (Annual Aggregate, for all coverages provided) in Zone B or Shaded X
4. \$30,000,000 Motor Vehicle Coverage
5. \$22,000,000 Business Interruption
6. \$1,000,000 Extra Expense -- The Company will pay the greater of the sub-limit or 15% of the reported annual Business Interruption values.

#### **F. EXTENSIONS OF COVERAGE (EOC) SUB-LIMITS:**

The following sub-limits of liability will apply on a per occurrence basis for all coverages provided, unless otherwise stated below, and are part of, not in addition to the above limit(s) of liability.

For Annual Aggregate sub-limits the policy year will begin at the inception date of this policy and be concurrent with the anniversary dates of this policy.

#### **All Risk - Extensions of Coverage Sub-Limits:**

1. \$100,000 Fire Fighting Materials and Expenses



2.	\$100,000	Professional Fees
3.	\$250,000	Expediting Expenses
4.	\$100,000	Trees, Shrubs, Plants and Lawns not to exceed a limit of \$1,000 per item
5.	\$250,000	Pavements and Roadways
6.	\$50,000	Land and Water Clean Up Expense (Annual Aggregate, for all coverages provided)
7.	\$250,000	Installation Floater
8.	\$5,000,000	Newly Acquired Property
9.	\$1,000,000	Unnamed Locations Coverage
10.	\$250,000	Fine Arts
11.	\$1,000,000	Accounts Receivable
12.	\$500,000	Valuable Papers and Records
13.	\$5,000,000	Electronic Data Processing, Data and Media
14.	Demolition and Increased Cost of Construction	
	Policy Limit	Item A: Undamaged Portion
	\$10,000,000	Item B: Demolition
	\$1,000,000	Item C: Compliance with the Law
	\$1,000,000	Item D: Business Interruption
15.	\$5,000,000	Errors and Omissions
16.	\$250,000	Transit
17.	Terrorism Coverage and the Supplemental United States Certified Act of Terrorism Endorsement	
	\$100,000	A. United States Certified Act of Terrorism coverage
	Not Covered	B. Terrorism Coverage for Locations Outside of the United States (Annual Aggregate, for all coverages provided)
18.	\$1,000,000	Fungus, Mold or Mildew
19.	\$100,000	Deferred Payment
20.	\$250,000	Off-Premises Service Interruption - Property Damage
21.	\$100,000	Arson or Theft Reward
22.	\$100,000	Money and Securities
23.	\$100,000	Locks and Keys
24.	\$100,000	Tenants Legal Liability and Expense
25.	\$100,000	Soft Costs

**Business Interruption - Extensions of Coverage Sub-Limits:**

A.	Not Covered	Days of Ordinary Payroll
B.	30	Days of Civil Authority
C.	\$250,000	Off-Premises Service Interruption
D.	\$250,000	Contingent Business Interruption
E.	\$250,000	Research and Development Expense
F.	\$250,000	Ingress/Egress
G.	\$100,000	Tax Treatment
H.	30	Days of Extended Period of Indemnity

The above Extensions of Coverage sub-limits of liability will be the maximum payable for property damage and business interruption (if applicable) resulting from such property damage, or any combination thereof.

With respect to items A. and H. the number of days is part of and not in excess to any other outstanding sub-limits of liability.

As respects the United States of America, its territories and possessions, the District of Columbia, the Commonwealth of Puerto Rico, the U. S. Virgin Islands; and Canada, Section D. Extensions of Coverage Item 9. Unnamed Locations and Section C. Additional Coverage Item 4. Property Removed from Described Locations are extended to Section D. Extension of Coverage Item 17. Terrorism with a sub-limit of liability of \$100,000 (Annual Aggregate for all coverages provided) for Property Damage and Business Interruption (if provided) combined. Also a \$100,000 Flood sub-limit of liability (if provided) (Annual Aggregate for all coverages provided) for Property Damage and Business Interruption (if provided) combined applies to Section D. Extension of Coverage Item 17. Terrorism.



Both of these sub-limits of liability applying to the Extension of Coverage Item 17. Terrorism do not apply to the Supplemental United States Certified Acts of Terrorism Endorsement.

These limits shall not include the Actual Cash Value portion of fire damage caused by Terrorism.

**G. DEDUCTIBLE AMOUNT:**

The following deductible amounts shall apply per occurrence for loss or damage under this policy in the respective loss categories indicated:

1. \$100,000 Earth Movement (per occurrence for all coverages provided).
2. \$250,000 Flood (per occurrence for all coverages provided).
3. \$50,000 Wind and Hail (per occurrence for all coverages provided in this policy).

4. Boiler and Machinery:

A. Property Damage: \$10,000

B. Business Interruption Waiting Period:

In the event of loss or damage insured by this policy, no coverage is provided for business interruption unless and until the period of interruption exceeds 24 hours beginning from the time of loss. The company's liability commences only after, and does not include, the waiting period.

5. Off Premises Service Interruption Qualifying Period:

In the event of loss or damage covered by this policy, no coverage is provided unless the service interruption exceeds 24 hours beginning from the time of loss or damage covered by this policy. If the service interruption exceeds 24 hours, the loss will be calculated from the time of loss or damage covered by this policy, subject to the policy deductible.

6. Electronic Data Processing Equipment, Data and Media Deductible:

In the event of loss or damage to Electronic Data Processing (EDP) Equipment, Data and Media insured by this policy caused by the malicious introduction of a machine code or instruction, no coverage is provided unless the period of interruption exceeds 48 hours beginning from the time of insured loss. The company's liability commences only after, and does not include, the Waiting Period specified.

If the period of interruption exceeds 48 hours, the insured loss will be calculated based upon the amount of insured loss in excess of the Waiting Period and subject to a combined deductible for all coverages of \$50,000 per location.

Any period in which business operations or services would have not been maintained, or any period in which goods would have not been produced will not be included as part of or serve to reduce the effect of any Waiting Period.

7. \$50,000 All Other Losses.



## **H. SPECIAL TERMS AND CONDITIONS:**

### **1. Extended Terrorism Coverage Endorsement**

#### **Section F. Perils Excluded, Group I. Item 2. f. is amended to:**

- f. Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in Section D, Extensions of Coverage, 17. Terrorism. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the insured), then this Policy covers only to the extent the Actual Cash Value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any coverage provided in any Business Interruption Endorsement, if any, which may be a part of this Policy, or any extension of such coverage, or to any other coverages provided by this Policy.

Any act which satisfies the definition of Terrorism provided in Section H, Definitions, or in any Terrorism Endorsement to this policy, shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage which may be covered elsewhere in this Policy.

If any act which satisfies the definition of Terrorism provided in Section H, Definitions, or in any Terrorism Endorsement to this policy, also comes within the terms of the hostile or warlike action exclusion of this Policy in Section F, Group I, 2.a., the hostile or warlike action exclusion applies in place of this exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, this exclusion applies in place of the nuclear hazard exclusion of this Policy, Section F, Group I, 1.

### **2. United States Certified Act of Terrorism 2008**

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of **Terrorism** contained in Section H. DEFINITIONS is declared null and void and it is agreed that an event defined as a Certified Act of Terrorism under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy shall be considered **Terrorism** within the terms of this policy. Notwithstanding anything contained in this policy to the contrary, this policy provides coverage for direct physical loss or damage to insured property and any resulting Business Interruption loss, as provided in the policy, caused by or resulting from a Certified Act of Terrorism only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this policy is not recoverable under this policy.

### **3. Motor Vehicle Coverage**

This policy is extended to cover:

- a. Motor vehicles;
- b. Trucks; and
- c. Trailers;

Licensed for highway use.

This policy does not cover loss or damage resulting from:



- 1) Collision; or
- 2) Overturn;

While such motor vehicles, trucks, and trailers are being operated under their own power; or being towed (whether or not in motion at the time of loss).

Section E., Property Excluded, Item 7., is amended to:

7. Motor vehicles owned by officers and employees of the Insured

#### **4. Flood Exclusion**

Coverage as provided by Section C., Additional Coverage, Item 2. Flood: is excluded at any location situated in:

1. Any flood zone or area designated by the Federal Emergency Management Agency (FEMA) as subject to a flood frequency up to and including the 100 year frequency, or
2. Any flood zone or area for which FEMA has not yet determined the flood hazard frequency or has not yet classified or designated as being in or out of a flood zone, or any area outside the United States.

The peril of flood is covered in an area protected by dams, levees, dikes, or walls which:

- a. Protect such areas from at least the level of the 100 year flood, and have no such openings or flood gates, and
- b. Were built by and are either maintained or inspected by the United States (U.S.) Army Corps of Engineers.

Affiliated FM will not undertake any duty to advise the insured on whether any locations are in an area excluded from coverage under the Flood Coverage. The Insured has the responsibility to determine whether its locations are in an excluded area.

#### **5. Contingent Business Interruption Coverage Territory**

Coverage provided in Section 5., Extensions of Coverage, Item D. Contingent Business Interruption Coverage, is limited to property anywhere in the world except in the following countries, provinces or jurisdictions;

Afghanistan, Albania, Algeria, Angola, Armenia, Azerbaijan, Bangladesh, Belize, Benin, Botswana, Burkina Faso, Burundi, Cambodia, Cameroon, Central African Republic, Chad, Cote D'Ivoire, Cuba, Democratic Republic of the Congo (former Zaire), Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Fiji, Gabon, Gambia, Georgia, Ghana, Grenada, Guinea, Guinea-Bissau, Guyana, Haiti, India (State of Jammu and Kashmir), Iran, Iraq, Israel (Gaza Strip, West Bank and territories north of Latitude 32.80 N), Laos, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Moldova, Mongolia, Montenegro, Montserrat, Mozambique, Myanmar, Namibia, Nepal, Niger, Nigeria, North Korea, Pakistan, Papua New Guinea, People's Republic of China (Aksai Chin region and Trans-Karakoram Tract), Republic of the Congo, Russian Federation (Chechen Republic), Rwanda, Senegal, Serbia, Seychelles, Sierra Leone, Somalia, Sri Lanka, Sudan, Swaziland, Syria, Tajikistan, Tanzania, Timor-Leste, Togo, Turkey (Provinces of Agri, Bingol, Bitlis, Diyarbakir, Elazig, Hakkari, Mardin, Mus, Siirt, Urfa and Van), Turkmenistan, Uganda, Uzbekistan, Yemen, Zambia and Zimbabwe.



## **I. INDEX OF FORMS:**

The following forms are made part of this policy:

<b><u>Title</u></b>	<b><u>Form No.</u></b>	<b><u>Edition</u></b>
Declarations	S-1 PRO 3100	(1/08)
All Risk Property Coverage	PRO AR 3100	(1/07)
Business Interruption Endorsement Gross Earnings/Rents/ Extra Expense	PRO GE-EE 3200	(1/06)
Texas Special Mandatory Endorsement	6810	(10/09)
Supplemental United States Certified Acts of Terrorism Endorsement	7312	(1/08)
Application of Policy to Date and Time Recognition	PRO DTR 2400	(11/00)

Total Annual Premium **including** the United States Certified Act of Terrorism coverage: \$420,391 at 12.00% commission

If the option to purchase coverage for the United States Certified Act of Terrorism is elected, the Extension of Coverage Sub-Limit 17.A. will be amended to 17.A. \$250,000,000

Total Annual Premium **excluding** the United States Certified Act of Terrorism coverage: \$402,891 at 12.00% commission

Total Annual Premium for the United States Certified Act of Terrorism: \$17,500 at 12.00% commission

Engineering Fees: \$9,700 at no commission.

**Applicable state taxes, surcharges and fees are not included in this quotation. Applicable state taxes, surcharges and fees will be added to the invoice.**

Any variations between this quote letter and Affiliated FM forms versus your application are not provided.

This quote expires 1/1/10.

## Affiliated FM Renewal Values Worksheet

**Travis County**

Account: 1-51496

Policy No.: GR672RQ-00

Policy Term: January 1, 2010 - January 1, 2011

Currency of Values: US Locs in USD, CAN Locs in CAD

Values as of December 1, 2009

Loc ID		Address							Values	
Ins Loc	Index#	Name	Address	City	St/Prv	County	Post Code	Country	Real Property	Personal Property
001	001137.26	Travis County Courthouse	1000 Guadalupe Street	Austin	TX	Travis	78701	USA	61,804,359	5,017,596
002	001137.26	Travis County Courthouse Annex - N.L. Gault	501 West 11th Street	Austin	TX	Travis	78701	USA	14,136,800	14,231,711
003	001137.26	Travis County Jail@	500 West 10th Street	Austin	TX	Travis	78701	USA	33,719,935	760,844
004	001137.27	Ned Granger Administration Building Ned Granger Administration Building	314 West 11th Street	Austin	TX	Travis	78701	USA	57,955,736	7,007,842
005	001137.26	TC Parking Garage (Courthouse)	501 West 10th Street	Austin	TX	Travis	78701	USA	11,855,259	0
006	001137.28	Stokes Parking Garage	Guadalupe & West 12th Street	Austin	TX	Travis	78701	USA	29,905,159	0
007	074587.78	Airport Blvd. Building	5501 Airport Blvd	Austin	TX	Travis	78751	USA	18,877,716	657,553
008	001137.31	Gardner Betts Juvenile Detention Services (4 buildings)@	2515 South Congress Avenue	Austin	TX	Travis	78704	USA	57,581,254	2,056,438
009	001137.32	Gardner Betts Parking Garage	Long Bow	Austin	TX	Travis	78701	USA	4,794,800	0
010	000533.04	TCSO East Command Center	7811 Bureson Manor Road	Manor	TX	Travis	78653	USA	6,132,896	1,184,406
011		TCSO West Command Center	3800 Hudson Bend Road	Austin	TX	Travis	78734	USA	1,004,952	161,969
012	001137.44	Del Valle Adult Corrections@	3416 Bill Price Rd.	Del Valle	TX	Travis	78617	USA	189,981,520	7,968,084
013	001137.33	Palm Square	100 North I H 35	Austin	TX	Travis	78701	USA	14,673,662	427,655
014	001190.51	Post Road Office Building	2201 Post Road	Austin	TX	Travis	78704	USA	3,099,126	136,989
015	001137.26	Thurman Criminal Justice Center@	509 West 11th Street	Austin	TX	Travis	78701	USA	91,327,983	1,229,562
016		Justice Plan. Bldg. (name change)	1101 Nueces Street	Austin	TX	Travis	78701	USA	799,656	72,852
017		Precinct 1 Office	1811 Springdale Road	Austin	TX	Travis	78721	USA	767,664	48,018
018	001516.31	Precinct 3 Office	8656 West Highway 71	Austin	TX	Travis	78735	USA	2,913,369	0
019	001137.34	Precinct 4 Office	4011 McKinney Falls Parkway	Austin	TX	Travis	78744	USA	9,911,488	330,868
020		Satellite 1	9310 Johnny Morris Rd	Austin	TX	Travis	78724	USA	1,916,858	0
021	001137.36	Satellite 2	4501 Fm 620 North	Austin	TX	Travis	78732	USA	5,551,448	0
022	001137.30	Satellite 3	14624 Hamilton Pool Road	Austin	TX	Travis	78738	USA	2,940,379	0
023	001137.37	Satellite 4	5412 Lockhart Highway	Austin	TX	Travis	78744	USA	3,167,136	0

Affiliated FM Renew:

**Travis County**

Account: 1-51496

Policy No.: GR672R

Policy Term: Januar

Currency of Values:

Values as of Deceml

Loc ID		Extra	Rental	Gross	Total Insured
Ins Loc	Index#	Expense	Income	Earnings	Value
001	001137.26	0	0	22,000,000	88,821,955
002	001137.26	0	0	0	28,368,511
003	001137.26	0	0	0	34,480,779
004	001137.27	0	0	0	64,963,578
005	001137.26	0	0	0	11,855,259
006	001137.28	0	0	0	29,905,159
007	074587.78	0	0	0	19,535,269
008	001137.31	0	0	0	59,637,692
009	001137.32	0	0	0	4,794,800
010	000533.04	0	0	0	7,317,302
011		0	0	0	1,166,921
012	001137.44	0	0	0	197,949,604
013	001137.33	0	0	0	15,101,317
014	001190.51	0	0	0	3,236,115
015	001137.26	0	0	0	92,557,545
016		0	0	0	872,508
017		0	0	0	815,682
018	001516.31	0	0	0	2,913,369
019	001137.34	0	0	0	10,242,356
020		0	0	0	1,916,858
021	001137.36	0	0	0	5,551,448
022	001137.30	0	0	0	2,940,379
023	001137.37	0	0	0	3,167,136



Loc ID		Address							Values	
Ins Loc	Index#	Name	Address	City	St/Prv	County	Post Code	Country	Real Property	Personal Property
024	001516.33	Starflight Hanger	7800 Old Manor Road	Austin	TX	Travis	78724	USA	4,857,692	485,881
025	001137.38	Smith Road Building	1600 Smith Road	Austin	TX	Travis	78721	USA	4,286,701	0
026		Center for Battered Women	Tannehill Lane	Austin	TX	Travis	78721	USA	2,150,406	0
027		Weatherization Program	5201 East Cesar Chavez Street	Austin	TX	Travis	78702	USA	1,455,379	0
028		South Rural Community Health Center	3518 FM 973 S.	Del Valle	TX	Travis	78617	USA	730,800	33,580
029		North Rural Community Center	15822 Foothill Farms Loop	Pflugerville	TX	Travis	78660	USA	2,112,185	0
030		West Rural Community Center	8656 West Highway 71	Austin	TX	Travis	78735	USA	2,287,534	108,911
031	001137.40	Travis County Exposition Center	7311 Decker Lane	Austin	TX	Travis	78724	USA	24,395,356	1,858,996
032		North Lamar Service Station	1000 North Lamar Boulevard	Austin	TX	Travis	78703	USA	385,156	6,210
033	001137.41	University Savings Building	1010 Lavaca Street	Austin	TX	Travis	78701	USA	9,732,645	413,796
034		East Rural Community Health Center (2 buildings)	600 West Carrie Manor Street	Manor	TX	Travis	78653	USA	1,057,869	66,278
035	001137.42	Executive Office Building@	411 West 13th Street	Austin	TX	Travis	78701	USA	22,918,623	515,573
036	001137.43	Travis County Forensic Center@	1213 Sabine Street	Austin	TX	Travis	78701	USA	4,770,351	115,015
037		Holt Building	1004 Guadalupe Street	Austin	TX	Travis	78701	USA	1,702,022	103,374
038		Brizendene House	507 West 11th Street	Austin	TX	Travis	78701	USA	524,021	0
039	074579.85	Haverty Bldg/Sheriff/Office	5555 Airport Boulevard	Austin	TX	Travis	78751	USA	7,267,503	0
042	001516.32	Precinct 2 Office	10409 Burnet Road Suite 150	Austin	TX	Travis	78758	USA	2,913,369	0
043		North IH 35 Fire District Bldg	11220 North I H 35	Austin	TX	Travis	78753	USA	141,125	0
044		Manchaca Community Center	1310 Fm 1626	Manchaca	TX	Travis	78652	USA	435,138	0
045		Nameless Schoolhouse	23436 Nameless Road	Leander	TX	Travis	78641	USA	139,807	0
046	074583.72	Bank of America Bldg	2501 South Congress Avenue	Austin	TX	Travis	78704	USA	4,350,431	0
047		Prec 1 tax Office	4705 Heflin Lane	Austin	TX	Travis	78721	USA	101,997	0
048		Office Building	5335 Airport Boulevard	Austin	TX	Travis	78751	USA	2,869,456	0
049		Rusk Building	910 Lavaca Street	Austin	TX	Travis	78701	USA	943,592	0
050	001938.39	Eastside Service Center	10700 FM 969	Austin	TX	Travis	78724	USA	6,200,000	500,000
051		SMART Facility	3404 Fm 973	Del Valle	TX	Travis	78617	USA	2,682,218	0
100		Misc EDP Equipment		Austin	TX	Travis	78701	USA	0	6,000,000

Loc ID		Extra	Rental	Gross	Total Insured
Ins Loc	Index#	Expense	Income	Earnings	Value
024	001516.33	0	0	0	5,343,573
025	001137.38	0	0	0	4,286,701
026		0	0	0	2,150,406
027		0	0	0	1,455,379
028		0	0	0	764,380
029		0	0	0	2,112,185
030		0	0	0	2,396,445
031	001137.40	0	0	0	26,254,352
032		0	0	0	391,366
033	001137.41	0	0	0	10,146,441
034		0	0	0	1,124,147
035	001137.42	0	0	0	23,434,196
036	001137.43	0	0	0	4,885,366
037		0	0	0	1,805,396
038		0	0	0	524,021
039	074579.85	0	0	0	7,267,503
042	001516.32	0	0	0	2,913,369
043		0	0	0	141,125
044		0	0	0	435,138
045		0	0	0	139,807
046	074583.72	0	0	0	4,350,431
047		0	0	0	101,997
048		0	0	0	2,869,456
049		0	0	0	943,592
050	001938.39	0	0	0	6,700,000
051		0	0	0	2,682,218
100		0	0	0	6,000,000

809,430,532.00

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

**Insured Name:** Travis County

**Date:** 12/1/09

**Account Number:** 1- 51496

**Insurer Name:** Affiliated FM Insurance Company

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005 and again in 2007, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE. **ALSO, THERE IS A \$100,000,000,000 CAP ON THE FEDERAL AND INSURER SHARE OF LIABILITY STATING THAT IF THE AGGREGATE INSURED LOSSES EXCEED \$100,000,000,000 DURING ANY PROGRAM YEAR, NEITHER THE UNITED STATES GOVERNMENT NOR ANY INSURER THAT HAS MET ITS INSURER DEDUCTIBLE SHALL MAKE PAYMENT OR BE LIABLE FOR ANY PORTION OF THE AMOUNT OF SUCH LOSSES THAT EXCEED \$100,000,000,000.** THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

**ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE:** UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF 1/1/10, THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of **\$17,500**. This premium does not include applicable taxes or surcharges.

I hereby decline this offer of coverage for terrorist acts covered by the act.

*Dan Mansour*  
Policyholder/Applicant Signature

12-4-09  
Date

DAN MANSOUR  
Print Name

**Higginbotham / Key & Piskuran**  
**Insurance Agency, LLC.**  
 2313 Roosevelt Drive, Suite A  
 Arlington, TX 76016  
 Phone : 817-860-3566 Fax : 817-860-3584

<b>INVOICE # 1161</b>		<b>Page 1</b>
ACCOUNT NO. 0071700	OP CM	DATE 12/01/09
PRODUCER Bill Piskuran		
BALANCE DUE ON 01/01/10		

**Travis County**  
**Dan Mansour, Risk Mgr.,Hr**  
 1010 Lavaca Street, Room  
 Austin, TX 78701

itm #	Eff Date	Trm	Type	Policy #	Description	Amount
5049	01/01/10	REN	22	GR-2010	Commercial Property      Affiliated FM Insurance	\$ 402,891.00
5050	01/01/10	105	22	GR-2010	Engineering Fee              Affiliated FM Insurance	\$ 9,700.00
Invoice Balance:						\$ 412,591.00

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

**Insured Name:** Travis County

**Date:** 12/1/09

**Account Number:** 1- 51496

**Insurer Name:** Affiliated FM Insurance Company

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**ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE:** UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF 1/1/10, THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of **\$17,500**. This premium does not include applicable taxes or surcharges.

I hereby decline this offer of coverage for terrorist acts covered by the act.

\_\_\_\_\_  
Policyholder/Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

<b>MODIFICATION OF CONTRACT NUMBER: <u>07T0007OJ-Property/Boiler/Machinery Insurance</u> PAGE 1 OF 1 PAGE</b>		
ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Oralia Jones</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>December 9, 2009</b>
ISSUED TO: Key & Piskuran Insurance Attn: Mr. Bill Piskuran 2313 Roosevelt Drive, Suite A Arlington, Texas 76094-0672	MODIFICATION NO.: <p style="text-align: center;">8</p>	EXECUTED DATE OF ORIGINAL CONTRACT: <p style="text-align: center;">December 19, 2006</p>
ORIGINAL CONTRACT TERM DATES: <u>January 1, 2007 through December 31, 2007</u>		CURRENT CONTRACT TERM DATES: <u>January 1, 2010 through December 31, 2010</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
 Original Contract Amount: \$ 330,242.00                      Current Modified Amount \$ 412,591.00

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

**Recitals**

County distributed a Request for Proposals (RFP #P070007-OJ) for property and boiler & machinery insurance coverage. Contractor provides this property and boiler & machinery insurance coverage. On December 19, 2006, County entered into this contract to obtain property and boiler & machinery insurance coverage from Contractor. Pursuant to 1.2, County may extend this contract for three additional one year periods with all terms and conditions remaining the same, including the premium rate. Some changes in property owned and covered have occurred since the beginning of the contract. These have been shown in modifications at the time of purchase or sale of property by County.

**Agreement**

By this modification, County exercises its third and last option to extend this contract for one additional year. The third option commences at 12:01 a.m. on January 1, 2010. During the third option year, all terms and conditions of this Contract, except for the contract term, remain unchanged and in effect. The premium rate of .0480 per \$100 of property covered remains unchanged.

**Note to Vendor:**  
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.  
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Key and Piskuran Insurance Agency</u>  BY: <u><i>Bill Piskuran</i></u> SIGNATURE  BY: <u>Bill Piskuran</u> PRINT NAME  TITLE: <u>Partner</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> OTHER  DATE:
TRAVIS COUNTY, TEXAS BY: <u><i>Cyd V. Grimes</i></u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <p style="text-align: center; font-size: 1.5em;">12/15/09</p>
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

# 13

Travis County Commissioners Court Agenda Request

Voting Session 12/22/09

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

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

B. Requested Text: **Consider and take appropriate action on proposed corrections to Chapters 64, Travis County Regulations for Floodplain Management and Guidelines and Procedures for Development Permits regarding land use.**

C. Approved by:   
Ron Davis, Commissioner Precinct 1

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, TNR, 854-9383
- Stacey Scheffel, TNR 854-9383
- Julie Joe, Cty Attny 854-9415
- Christopher Gilmore, Cty Attny, 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

COMMISSIONER'S OFFICE  
TRAVIS COUNTY  
2009 DEC 15 PM 4:48

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

**December 14, 2009**

### MEMORANDUM

**TO:** Members of Commissioners' Court

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

**FROM:** Anna Bowlin, Division Director, Development Services

**SUBJECT:** Proposed Corrections to Travis County Code, Chapter 64 Relating to the Incompatible Land Use

**Proposed Motion:** Consider and take appropriate action on proposed corrections to Chapters 64, Travis County Regulations for Floodplain Management and Guidelines and Procedures for Development Permits regarding land use.

**Summary and Staff Recommendation:** On September 26, 2008, Commissioner's Court approved a comprehensive up-date of its floodplain regulations. These regulations were developed using a combination of the Federal Emergency Management Agency's (FEMA) model order, the Texas Colorado River Floodplain Coalition "Higher Standards" model order, and regulations effective in the cities of Austin and Houston. Inadvertently, language was included that implied that the county could regulate land use based on its compatibility with surrounding land uses. The Texas Legislature has not given counties the authority to regulate land use. Additionally, the regulation references a comprehensive plan. The intent was to reference the county's existing hazard mitigation plan. The TNR staff recommends correcting the language so that it does not suggest that the county can regulate incompatible land uses and to reference its hazard mitigation plan.

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

None

**Exhibits:** Chapter 64 proposed amendments

**CC:** Anna Bowlin, Manager, Development Services, TNR  
Stacey Scheffel, Permits Program Manager, TNR  
Julie Joe, Assistant County Attorney  
Chris Gilmore, Assistant County Attorney

JPG:ab:ss



### § 64.066. Approval or Denial of Development Permit

The Floodplain Administrator's decision to grant or deny a permit will be based on all of the provisions of this order and the following factors:

- (a) The danger to life and property due to flooding or erosion;
- (b) The susceptibility of the proposed development and the contents of any structure to flood damage and the effect of such damage on the individual owner;
- (c) The danger that materials may be swept onto other properties or cause injury to others;
- (d) ~~The compatibility of the proposed use with existing and anticipated development including~~ eCompliance with platting provisions;
- (e) The safety of access to and exit from the site in times of flood for ordinary and emergency vehicles;
- (f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems;
- (g) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
- (h) The necessity to the facility of a waterfront location, where applicable;
- (i) The availability of alternative locations not subject to flooding or erosion damage for the proposed use; and
- (j) The compatibility of the proposed use to the comprehensive plan Hazard Mitigation Plan for that area.

Travis County Commissioners Court Agenda Request

Voting Session: 12/22/09  
(Date)

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

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

B. Requested Text:

A. Approve Provider/First Responder Agreement between City of Austin through its EMS Department and Travis County, an Austin-Travis County First Responder Organization in Travis County Parks

B. Authorize County Administrator of First Responder Program to Sign Application to Renew First Responder Organization Registration at Texas Department of State Health Services

C. Approved by: \_\_\_\_\_  
Honorable Samuel T. Biscoe, County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with the 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:

- |                      |          |                                 |          |
|----------------------|----------|---------------------------------|----------|
| Larry Arms - A/TCEMS | 978-0021 | Danny Hobby, TCDES              | 854-9367 |
| Charles Bergh        | 854-9408 | Barbara Wilson, County Attorney |          |
| Robert Armistead     | 854-9831 |                                 |          |
| Dan Chapman          | 263-9114 |                                 |          |
| Peter Burke          | 263-9114 |                                 |          |
| Chris Simons         | 263-9114 |                                 |          |

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Management 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 and Procedure

**AGENDA REQUEST DEADLINE:** This Agenda Request complete with backup memorandum and exhibits **MUST** be submitted to the County Judge's Office no later than 5:00 p.m. on Monday for the following week's meeting. Late or incomplete requests will be deferred.



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 473-9383  
FAX (512) 708-4648

December 14, 2009

### MEMORANDUM

**TO:** Members of the Commissioners' Court

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

**SUBJECT:** Provider / First Responder Agreement and State Registration Renewal

#### Proposed Motion:

- A. Approve Provider/First Responder Agreement between City of Austin through its Austin/Travis County EMS Department and Travis County an Austin-Travis County First Responder Organization in Travis County Parks.
- B. Authorize County Administrator of First Responder Program To Sign Application To Renew First Responder Organization Registration at Texas Department of State Health Services

**Summary and Staff Recommendation:** Travis County's Parks, a division of the Transportation & Natural Resources Department, has been a First Responder Organization (FRO) under agreement with Austin/Travis County Emergency Medical Services (A/TCEMS) and is attempting to renew this agreement, effective February 1, 2010 through January 31, 2012. Travis County would like to continue its working relationship with A/TCEMS as a member First Responder Organization.

Travis County's park system has been registered with the Texas Department of Health (TDH) as an EMS first responder agency for more than eleven years. During this time, T.C. Parks has worked in conjunction with the other county first responder agencies and A/TCEMS to provide patient care to injured park visitors in county parks & preserves. The attached agreement formalizes the relationship between TC Parks and A/TCEMS, and establishes patient care related protocols and procedures, which have been approved by the medical director, Dr. Paul Hinchey. This agreement provides for a generic equipment list that the Medical Director has approved for First Responder Organizations to utilize, at their discretion, in support of patient care services.

As part of this relationship, Travis County is registered as a First Responder Organization with the Texas Department of State Health Services. This registration must be renewed every two years and makes Travis County eligible for some funding that becomes available for first response organizations.

Staff recommends approving the FRO agreement and equipment list and authorizing staff to execute the TDH registration renewal application.

**Budgetary and Fiscal Impact:** The park system's current budget covers the costs for providing these services.

**Issues and Opportunities:** This agreement will help protect visitors to county parks & preserves by allowing TC Parks staff to provide first responder patient care to injured park patrons under the direction of the A/TCEMS Medical Director. Either party, with 30 days written notice, may cancel this agreement.

**Background:** There are over 1,700 providers that currently function within the scope of practice of the A/TCEMS Clinical Practice, all of whom practice under the physician license of the system's Medical Director, Dr. Paul Hinchey. The A/TCEMS Clinical Practice has evolved over the years into a group of volunteer and career healthcare professionals including Communication Specialists, First Responders, Corporate Responders, Park Rangers, Firefighters, EMT's, Paramedics, and Flight Nurses. By design, this system is integrated with the Austin / Travis County Medical Society, Hospital Networks, and individual emergency and specialty physicians in the community. This First Responder Organization agreement formalizes the relationship between A/TCEMS and Travis County.

**Required Authorizations:** County Attorney

**Exhibits:**

- First Responder Organization Agreement
- Equipment list

JPG:cb

4501/Park Administration

xc: Central File  
Danny Hobby, TCDES  
Barbara Wilson, County Attorney  
Larry Arms, A/TCEMS  
Charles Bergh, TNR  
Robert Armistead, TNR  
Dan Chapman, TNR  
Peter Burke, TNR  
Chris Simons, TNR

**CITY OF AUSTIN THROUGH ITS EMERGENCY  
MEDICAL SERVICES DEPARTMENT  
AND  
TRAVIS COUNTY THROUGH ITS PARKS DIVISION OF  
TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT**

---

**Organization Name**

**AUSTIN-TRAVIS COUNTY EMS SYSTEM  
FIRST RESPONDER ORGANIZATION AGREEMENT  
Effective through January 31, 2012**

City of Austin, through its Austin-Travis County Emergency Medical Services Department, an EMS provider licensed by the State of Texas (Provider), the Medical Director of the Austin-Travis County EMS system (Medical Director), and Travis County, through the Parks division of its Transportation and Natural Resources Department which includes a First Responder Organization (FRO), holding Licensure by the Texas Department of State Health Services (TDSHS) agree to the following:

- A. Only FRO personnel currently certified or licensed by the Texas Department of State Health Services, (or approved by the Medical Director) shall perform patient care when on the scene. All FRO personnel shall be identified by at least the following: agency affiliation, name of individual, and level of credential. System Credentialing Badges must be worn or available for display by FRO personnel providing direct patient care/procedures that require Medical Direction as defined by the Clinical Operating Guidelines (COGs).
- B. The Provider, the FRO, and the Medical Director shall work together to modify and maintain as necessary the unified patient care related protocols and procedures (“Clinical Operating Guidelines”) and the minimal equipment list (included in the Clinical Operating Guidelines). FRO patient care shall be performed following the protocols and procedures approved by the Medical Director. FRO shall provide all medical equipment and supplies used in patient treatment unless provided for in other agreements.
- C. FRO shall respond according to unified system standards and protocols for EMS responses. This response will be predicated upon the type venue and availability of Credentialed Providers. The circled response time parameter is the most appropriate response time parameter for Travis County’s FRO’s mission. **A.** During normal business hours of operation. **B.** During specific planned event standby (s). **C.** On an “as called out” or “specifically requested” basis **D.** Twenty-four hours per day, seven days a week **E.** Other (attach schedule or explanation to this agreement).

- D. The FRO and Provider shall maintain a patient care reporting system that complies with a minimum data set designated by the Medical Director and listed in the COGs. A copy of the completed patient care reports shall be available to the Provider within five days of date of the incident (or immediately upon reasonable request). The FRO and Provider shall maintain copies of all patient reports for a time period compliant with all applicable federal and state requirements.
- E. The specific level of state certification or licensure of individuals involved in patient care shall be determined by the FRO, but shall be at a minimum an Emergency Care Attendant. The level of care provided by each individual shall be determined by the system credentialing requirements approved by the Medical Director. The Medical Director has the responsibility and authority to determine the credential levels of all individuals providing care within the Austin-Travis County EMS System.
- F. The Provider, the FRO, and the Medical Director shall work together to develop, implement, and maintain the system-wide Performance Management (PM) Program. All parties agree to participate in a system-wide PM process including the execution of all necessary Memoranda of Understanding for the exchange of Health Insurance Portability and Accountability Act (HIPAA) protected information. All parties further agree to participate in the System error reporting guidelines included in the PM Program. Failure (Individually or Organizationally) to participate in the PM process may result in suspension of credentials to practice and/or suspension of this FRO Agreement.
- G. The Provider, the FRO, and the Medical Director shall work together to modify and maintain as necessary the unified, response-related protocols and procedures, in compliance with the currently approved dispatch system.
- H. The Provider, FRO, and Medical Director shall work together to modify and maintain unified on-scene, chain-of-command policies that affect patient care, in accordance with a national standard. Authority for medical aspects of decision-making is defined in the Clinical Operating Guidelines.
- I. The FRO shall be authorized to cancel or alter en route EMS response units, following the Clinical Operating Guidelines.
- J. Anytime FRO personnel are required to accompany the Provider in transporting the patient to the hospital they shall do so, if available.
- K. All system participants shall comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements.

- L. Individual providers and their respective Organizations are responsible to report any arrests of the provider involving alcohol, drugs or a felony directly to the Medical Director or his designee on or before the first business day after the arrest is made. Failure to do so may result in immediate suspension. Reporting the event to the TDSHS or BNE is the responsibility of the individual provider and must occur in accordance to specified Rules, with the appropriate form (s) and within the prescribed timelines.
  
- M. The parties shall not be responsible for care rendered, training, accidents, injuries, exposures or any liability exclusively involving another party's personnel, equipment, supplies, or vehicles.
  
- N. Any party, with a 30-day prior written notice to the other parties, may cancel this agreement.

This agreement shall expire on the expiration date of the Provider's Texas Department of State Health Services EMS Provider License, which is January 31, 2012.

Travis County, through its Parks Division of its TNR Department

By:

\_\_\_\_\_  
Samuel T. Biscoe  
First Responder Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Service Director for Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Medical Director

\_\_\_\_\_  
Date



Texas Department of State Health Services  
Emergency Medical Services  
First Responder Organization Guide and Renewal  
Application



### **What is a First Responder Organization (FRO)?**

A First Responder Organization (FRO) as per rule 157.14 (a) is a group or association of certified emergency medical services personnel that works in cooperation with a licensed emergency medical services provider to:

1. Routinely responds to emergency situations
2. Utilizes employees, and/or members who are emergency medical service (EMS) certified by the Texas Department of State Health Services (department); and
3. Provide on-scene patient care to the ill and injured and does not transport patients

### **Why become a registered FRO**

Effective 8/31/06, rule 157.14 (b) requires individuals or organizations that meet the description in subsection (a) of this rule must comply with the requirements outlined in the rule including submission of an application for a license.

Also, many times the benefit to a community, or company, that first responders provide is overlooked. A FRO can be an individual but is most often a group of people with the common goal of providing initial emergency treatment to neighbors or co-workers. For several reasons these groups have chosen to become a FRO instead of ambulance services. They found that as FRO they can better support their families, communities, and businesses. Response time to the patient is shortened since the responders can go from wherever they are directly to the person in need, thus immediate care is started faster. Once the patient is turned over to a transport service the first responders can return to what they were doing and still be available for another call for assistance. Being a first responder is less time consuming, and less costly. Many ambulance services have chosen to discontinue trying to provide ambulance coverage, opting to continue service to their community as First Responders.

First responders who are registered with the state are eligible for numerous grant monies made available by the state or other sources to assist in advancing EMS care and education. Additionally, members with a registered FRO may be exempt from certification/license fees if they volunteer exclusively.





Texas Department of State Health Services  
 Emergency Medical Services  
 First Responder Organization Renewal Application



I hereby request to renew our First Responder Registration In accordance with Rule 157.14 Requirements for First Responder Organization Registration.

FRO Name: Travis County, through its First Responder Program in the Transportation and Natural Resources Department, Parks Division

Street Address: 1010 Lavaca, Suite 300, Austin Texas, 78701

Mail Address: P.O. Box 1748 Austin, Texas 78767-1748

Phone Numbers: (512) 854-PARK (7275) Fax Number: (512) 854-6474

E-Mail: Charles.Bergh@co.travis.tx.us FRO License Number: 300589

Application Fee: Non-refundable renewal application fee of \$70 if the FRO does not claim volunteer exemption.  
 Make remittance payable to: Texas Department of State Health Services

Mail completed application with required fee (if applicable) and all documents as directed on the appropriate payment cover sheet.

Fee Exemption requested or Total Amount Enclosed: \$ \_\_\_\_\_

I certify that none of the required items listed below have changed except where I have placed a check mark, and I have attached updates for any item that I mark as changed. Regardless of changes to the items below, I must submit an updated personnel roster, which includes paid/volunteer status and protocols with appropriate signatures, and effective and expiration dates.

- Administrator
- Service Area
- X EMS Provider(s)
- X FRO/Provider Agreement(s)
- Level of Care
- MD Agreement
- X Medical Director Change
- X Equipment/Supply/Medication List

**REQUIRED SIGNATURES**

First Responder Administrator:

Charles Bergh  
 Printed Name

\_\_\_\_\_  
 Signature/Date

First Responder Medical Director:

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Signature/Date

EMS Provider Administrator:

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Signature/Date

**DO NOT WRITE BELOW - THIS AREA FOR TEXAS DEPARTMENT OF STATE HEALTH SERVICES USE ONLY**

FRO/Tracking # :	Application Received Date:	License Effective Date:	License Expiration Date:	:
Fee Postmark Date:	Fee Received Date:	Fee Deposit Date:		
Amount to DSHS:\$		Application Approval Date:	Approved By:	
Receipt #:				

# 16

**Travis County Commissioners Court Agenda Request**

Voting Session: December 22, 2008  
(Date)

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

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

B. Requested Text:

Consider and take appropriate action on items related the Program Year 2008 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by the U. S. Department of Housing and Urban Development :

- A. Receive notification that no comments were received during the public comment period;
- B. Approve the final draft of the report; and
- C. Approve submission to the U.S. Department of Housing and Urban Development, San Antonio Field Office, Region VI.

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                |
| DeDe Bell, Auditor's Office                  | Kimberly Walton, Auditor's Office |
| Mary Etta Gerhardt, County Attorney's Office | Jane Prince Maclean, HHS/VS       |
| Andrea Colunga Bussy, HHS/VS                 | Cyd Grimes, Purchasing Office     |
| Jason Walker, Purchasing Office              | Harvey Davis, TCHFC               |
| Lee Turner, TNR                              | Melinda Mallia, TNR               |

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 DEC 17 PM 2:28

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:** December 14, 2009

**To:** Members of the Commissioners Court

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

**Subject:** Community Development Block Grant (CDBG) Program Year 2008  
Consolidated Annual Performance and Evaluation Report

**Proposed Motion:**

Consider and take appropriate action on items related the Program Year 2008 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by the U. S. Department of Housing and Urban Development :

- A. Receive notification that no comments were received during the public comment period;
- B. Approve the final draft of the report; and
- C. Approve submission to the U.S. Department of Housing and Urban Development, San Antonio Field Office, Region VI.

**Summary and Staff Recommendations:**

- A. As a CDBG urban entitlement, Travis County must compile and publish a report detailing the use of CDBG funds and associated progress and accomplishments for every program year. HUD calls this annual report the Consolidated Annual

Performance and Evaluation Report (CAPER). On December 1, 2009, the Travis County Commissioners Court approved the draft of the PY08 CAPER.

A mandatory period providing the public with an opportunity to comment on the draft of the CAPER occurred from December 2, 2009 through December 16, 2009. A public hearing was also held on Tuesday, December 8, 2009 at 9 a.m. at the Travis County Commissioners Court. No comments were received during the public comment period.

- B. From the time the draft of the CAPER was approved on December 1, 2009, small changes were made to the document including small grammatical, wording and formatting edits to improve clarity and readability. Additionally, staff made changes to correct math errors in some of the charts and staff will add the HUD required reports located in Appendix C prior to sending to HUD. Attached you can find the final document, without the HUD reports, showing the tracked changes. Staff recommends approval of the final draft of the CAPER.
- C. Staff recommends authorization to submit it to the San Antonio Field Office, Region VI of the U.S. Department of Housing and Urban Development. Approving the submission of the CAPER to HUD at this time, allows Travis County to meet the December 31, 2009 deadline.

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

On time submission of the CAPER allows the County to continue to receive CDBG funds.

### **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 sponsors a program that provides Community Development Block Grants (CDBG) 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. Since 2006, Travis County has received CDBG funds from HUD on an annual basis.



# Travis County

## **Community Development Block Grant Program:**

Improving the affordability,  
accessibility and sustainability  
of neighborhoods and  
community services.

Consolidated Annual Performance  
and Evaluation Report (CAPER)  
Program Year 2008:  
October 1, 2008 – September 30, 2009





## Travis County Commissioners Court

**Samuel T. Biscoe**  
Travis County Judge

**Ron Davis**  
County Commissioner, Precinct One

**Sarah Eckhardt**  
County Commissioner, Precinct Two

**Karen Huber**  
County Commissioner, Precinct Three

**Margaret Gómez**  
County Commissioner, Precinct Four

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~~DRAFT~~ Travis County Program Year 2008 CAPER-

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## Acronyms

Throughout this report, ~~the reader will come across~~ the following acronyms are used:

ADA	Americans with Disabilities Act
AI	Analysis of Impediments to Fair Housing Choice
AP	Action Plan
CAPER	Consolidated Annual Performance Evaluation Report
CDBG	Community Development Block Grant
CFR	Code of Federal Regulation
Con-Plan	Consolidated Plan (governs CDBG Programs)
CPD	Community Planning and Development (part of HUD)
CPP	Citizen Participation Plan
EA	Environmental Assessment
ESG	Emergency Shelter Grant
FHA	Federal Housing Administration (part of HUD)
FSS	Family Support Services (a Travis County Social Service Program)
<del>HA</del> <u>CTC</u>	Housing Authority of Travis County
HHS/VS	Travis County Department of Health and Human Services <u>s</u> and Veterans <u>s</u> Services
HOME	HOME Investment Partnership Program (HUD Program)
HOPWA	Housing Opportunities for Persons with AIDS (HUD Program)
HTE	Accounting Software used by Travis County
HUD	United States Department of Housing and Urban Development
IDIS	Integrated Disbursement Information System (HUD's Financial Management System)
LMI	Low- and Moderate-Income (80% or below median household income)
MFI	Median Family Income
ORCA	Office of Rural Community Affairs
PY	Program Year
RFP	Request for Proposals
RFQ	Request for Qualifications
TC	Travis County
TCHFC	Travis County Housing Finance Corporation
TxDOT	Texas Department of Transportation
TNR	Travis County Department of Transportation and Natural Resources
URA	Uniform Relocation Act

## Introduction

The Community Development Block Grant (CDBG) initiative is a federal grant program administered by the U.S. Department of Housing and Urban Development (HUD). The program provides annual grants to cities and counties to carry out a variety of community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services.

Based on its population, in 2006, Travis County qualified as an urban county, a federal designation which afforded the County the opportunity to apply for CDBG funds. That year, Travis County applied and received CDBG funds for the first time and has continued to receive funding for the past three years. The County's annual allocation is based on a HUD-designed formula that takes into account the county's population size, poverty rate, housing overcrowding, and age of housing.

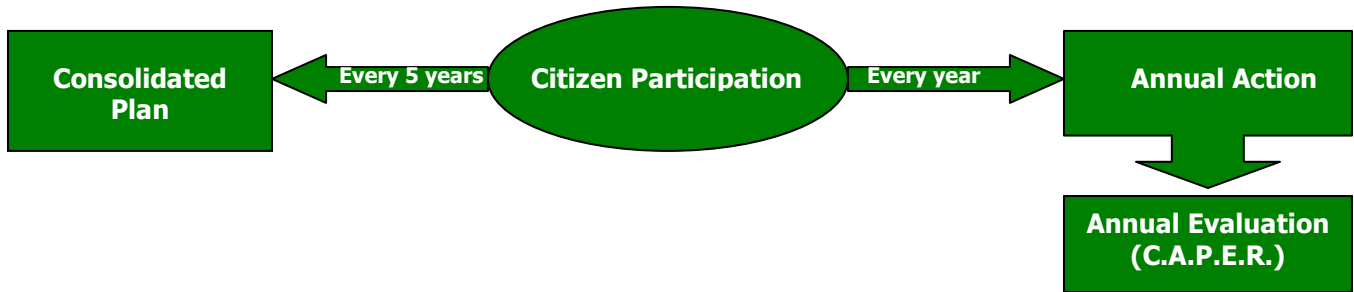
Usage of CDBG funds must meet a variety of parameters set nationally by HUD and locally by the County. Federal regulation requires that a minimum of 70% of the CDBG funds focus on projects for low- to moderate- income residents. Additionally, Travis County's allocation specifically targets residents living in the unincorporated areas of the county and to be eligible, the activities must meet one of the following HUD's national objectives:

- Benefit low- and moderate-income persons;
- Aid in the prevention or elimination of slums and blight; or
- Address other community development needs that present a serious and immediate threat to the health and welfare of the community.

The administration of the CDBG program follows a cycle that includes the drafting of a Consolidated Plan (Con-Plan), an Action Plan (AP), and a Consolidated Annual Evaluation and Performance Report (CAPER). The Con-Plan identifies the County's community and housing needs and outlines the strategies to address those needs over a five year period. The Action Plan defines the specific activities to be undertaken during each program year (PY) to address the priorities established in the Con-Plan. The CAPER is conducted annually to assess yearly accomplishments.

The following figure is a simplified visual representation of the CDBG cycle. As shown, citizen participation has a central role in setting the priorities to be addressed and defining projects to tackle identified needs.

**Figure 1: CDBG Cycle**



The Travis County Health and Human Services & Veterans Service Department (HHS/VS) is the lead agency designated by the County for the grant administration of the CDBG program and the single point of contact with HUD.

## Executive Summary

As a CDBG urban entitlement, Travis County must compile and publish a report detailing the use of CDBG funds and associated progress and accomplishments for every program year. HUD calls this annual report the Consolidated Annual Performance and Evaluation Report (CAPER).

Specifically, the CAPER describes the County's CDBG housing and community development activities as well the County's overall housing and community development efforts. This specific document corresponds to activities conducted during the program year 2008 spanning October 1, 2008 to September 30, 2009.

The CAPER is written to provide HUD with required CDBG information and provide the public an update of the progress made in this initiative. As a result of serving two audiences, the report follows the federal reporting requirements while also presenting information in a format meant to be easily understood by County departments, service providers and residents. The report includes specific outcome performance measures as delineated by HUD's 2005 Community Planning and Development Outcome Performance Measurement System.

### Overview of Travis County First Three Program Years

Travis County first received CDBG funds for program year 2006. During the first year, no funds were spent given the numerous processes needed for the start-up of the grant and given an allocation error from HUD which significantly delayed Travis County initial CDBG's operation. During the 2007 program year, \$144,014.56 ~~—~~ were spent with four projects implemented, but no projects were completed.

During the 2008 program year, \$486,284.68 ~~w~~e~~a~~r~~e~~s spent in six different projects, ~~and~~ progress was made in moving forward with the remaining two and four projects were completed. Of the \$2,491,532 budgeted for the past three years, ~~-~~\$ 630,299.24 or 25% percent has been spent. Given most of these projects require longer than two years to implement, ~~the~~ the impact or the benefits to residents will not be reflected until project close out ~~which may be longer than 12 months for a given project~~. The following table presents a list of the projects implemented in PY08.

~~DRAFT~~ Travis County Program Year 2008 CAPER-Figure 2: Progress of CDBG Projects as of September 30<sup>th</sup>, 2009

Activities	Expected Benefit/ Served in PY08	Year/Amount Allocated		Amount Spent	Status
<b>Production of New Owner Housing Units</b> Via Land acquisition and infrastructure development	37/0 Housing Units	PY06	\$250,000	\$0	<b>Continuing:</b> Property to be acquired by July 2010.
		PY07	\$195,518	\$0	
		PY08*	\$500,000	\$0	
<b>Homeowner Rehabilitation</b>	20/0 Housing Units	PY08	\$106,136	\$0	<b>Continuing:</b> Non profit to be identified by February 2010.
<b>Street Improvements:</b> Road improvements to substandard roads in Apache Shores	1710/0 People	PY06	\$305,000	\$ 60,000	<b>Continuing:</b> Design phase 90% complete. Construction anticipated January 2010.
		PY07	\$500,000	\$ 81,381.84	
<b>Street Improvements:</b> Design for Lava Lane Road Improvement	1297/0 People	PY06	\$83,659	\$ 36,487.15	<b>Continuing:</b> Design is 60% complete.
<b>Water/Sewer Improvements</b> Improvement of water infrastructure in North Ridge Acres	158/173 People	PY06	\$200,000	\$200,000	<b>Completed</b>
<b>Public Services, Other:</b> Family Support Services Social Work Services Expansion – Travis County HHS/VS Program	100/137 People	PY07	\$64,000	\$64,000	<b>Completed</b>
		PY08	\$64,788**	\$27,303.78	
<b>Planning: Water/Wastewater</b> improvement planning	N/A	PY07	\$88,727	\$88,727	<b>Completed</b>  Preliminary report anticipated in early 2010.
		PY08	\$108,704**	\$49,119.53	
<b>Administration &amp; Planning:</b>	N/A	PY08	\$53,505**	\$ 23,279.94	<b>Completed</b>
<b>Total</b>			\$ <b>2,491,532,520</b> <b>.370</b>	<b>\$630,299.24</b>	

\* Infrastructure Support Funds currently being reprogrammed to land acquisition through a substantial amendment.

\*\* Unexpended funds from PY 2008 were rolled over for the next program year.

**~~DRAFT~~** Travis County Program Year 2008 CAPER-

As a new entitlement, Travis County will continue to work on establishing the systems and procedures to support effective long-term management of the grant and compliance with HUD requirements.

**Timely Spending of Funds**

As part of the mandate from Congress to administer the CDBG program, HUD determines annually whether each CDBG entitlement is carrying out its activities “in a timely manner”. HUD conducts an analysis of each entitlement’s timeliness of spending 10 months into each grant year. For Travis County, the timeliness test started in August 2008, and will continue to occur every August. The threshold for compliance with timeliness is having no more than 1.5 times the current year’s allocation unspent. Travis County’s did not meet its first two timeliness test and received a timeliness policy exception from HUD in October 2009. The CDBG office is currently working to improve timeliness and will continue to assess the spending of funds and the progress of projects to ensure compliance for 2010 and beyond.

**Public Participation**

During program year 2008, the public had ample opportunity to participate on the development of projects for the 2009 program year. During the months of February and March, 2009, the County held public hearings and solicited proposals for the use of CDBG funds. Solicitation of input and invitations to participate in the public hearings were posted on the County’s website and were published in newspapers of general circulation. In addition, notifications ~~were by~~ mailed and e-mailed ~~were sent~~ to service providers, to citizens who had previously attended public hearings, to the community liaison departments of Travis County schools districts and to neighborhood associations. Lastly, two public hearings were held during the month of July, and a 30-day public comment period occurred from the 24th of June through the 23rd of July to solicit final comment on the proposed uses of CDBG funds. The announcements and all the participation material were available in English and Spanish.

Similarly, the public ~~was~~ provided the opportunity to comment on the draft of the PY08 CAPER. ~~Notice of~~ the public comment period ~~was~~ advertised during the week of November 9, 2009 using the same outreach efforts listed above ~~during the week of November 9, 2009~~. The draft report ~~was~~ available to the public for review and ~~to provide written~~ comment from December 2nd through December 16th, 2009, at the seven Travis County community centers as well as the County’s website <http://www.co.travis.tx.us/cdbg>. A public hearing ~~was~~ also held at the Travis County Commissioners Court on December 8, 2009.



# Travis County

## Section I: General Questions

Consolidated Annual Performance  
and Evaluation Report (CAPER)  
Program Year 2008:  
October 1, 2008 – September 30, 2009



-Prepared by Travis County Health and Human Services & Veterans Service

~~DRAFT~~ Travis County Program Year 2008 CAPER-**Status of Projects****Project: Owner Housing - Production of New Units****Activity: Land Acquisition and Public Infrastructure****IDIS #: 7 for PY06, 10 for PY07 and 15 for PY08****Project Description:**

Parcels or one large tract of land in unincorporated Travis County will be acquired to build affordable single-family housing for low-income families (25-50% Median Family Income). Single-family housing is defined as a one- to four-family residence. Public hearings will be held to inform the public of the location(s) prior to the purchase of the land. During the selection process, priority will be given to tracts of land near public transportation.

Austin Habitat for Humanity, a local non-profit, will secure funding for the construction of homes on the acquired property. Approximately 37 units of affordable housing will be created. The number of individuals impacted will vary depending upon the families selected for the housing units.

**Project Status and Progress to Date:**

- ◆ A sub-recipient agreement was signed between Travis County and Austin Habitat for Humanity in August 2009.
- ◆ Austin Habitat for Humanity identified land for the project but the Commissioners Court did not approve the site due to its proximity to a proposed gravel/sand mine.
- ◆ Austin Habitat for Humanity will continue to identify new potential sites for the project. Acquisition of the land is anticipated to take place by July 2010.
- ◆ A substantial amendment is taking place in PY09 to reprogram \$500,000 from the development of affordable housing through Infrastructure Development to the development of affordable housing through Land Acquisition, resulting in 20 additional units.

**Performance Measure:**

Affordability for the purpose of creating decent housing.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 08	Total CDBG funds Expended	Amended Goal/ Actual
Owner Housing	High	CDBG Private	PY06: \$250,000 PY07:\$195,518 PY08: \$500,000	TBD	\$ 0	\$ 0	37/0 Housing Units



<b>Project: Home Rehabilitation</b>
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**IDIS #: 16 for PY08****Project Description:**

This project will fund home repair and weatherization services to low and moderate income homeowners in the unincorporated areas of Travis County. The program seeks to improve the energy efficiency, physical living conditions, and safety in owner-occupied homes. Services will be provided by a non-profit, designated sub-recipient and identified through a formal application process in which it demonstrates the ability to provide services and adhere to federal guidelines. The program will target households at or below 50 percent of the median family income (~~Please~~ refer to Appendix A for income eligibility guidelines). A maximum of \$5,000 of CDBG assistance per year will be provided to a single home.

**Project Status and Progress to Date:**

- A scope of work for the project has been drafted.
- A Request-for-Services (RFS) process will take place on late 2009/early 2010 to identify a subrecipient.
- A substantial amendment is occurring to change the beneficiaries to 80% MFI and allow a 5--year forgivable loan of up to \$24,999 per household.
- It is anticipated services will start to be offered by early 2010.

**Performance Measure:**

Improving the quality of owner housing.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 08	Total CDBG funds Expended	Amended Goal/ Actual
Home Rehabilitation	High	CDBG	PY08: \$106,136	\$ 0	\$ 0	\$ 0	5/0 Housing Units

<b>Project: Street Improvements</b>
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<b>Activity: Substandard Roads in Apache Shores</b>
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**IDIS #: 5 for PY06 and 11 for PY07****Project Description:**

This project funds the improvement of a number of substandard roads in Apache Shores, an area identified as a low to moderate income area. The improvements will allow the roads to meet County roadway standards and be accepted onto the County roadway system for future maintenance and traffic safety enforcement.

The scope of work includes: 1) design services; 2) land surveying services; 3) geo-technical services; 4) drainage design services; 4) utility location and relocation coordination services; 5) environmental review and related regulatory permits; 6) acquisition of right of way and easements; and 6) construction.

**Project Status and Progress to Date:**

- The construction plans are 90% complete. All drainage and roadway repairs have been determined.
- The Environmental Review is complete. The report notes that the project has converted to an exempt status and will have no significant impact on the environment. No further environmental study is required. Temporary and permanent erosion control will be required during and after construction of the project.
- The specifications for this project are complete. The scope of the project has been determined and all material for the improvements has been selected.
- Travis County expects to solicit bids for this project in November or December 2009 and start construction by February 2010.

**Performance Measure:**

Accessibility for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 08	Total CDBG Funds Expended	Goal/Actual
Public Facilities	High	CDBG	PY06: \$305,000 PY07: \$500,000	NA	PY06: \$60,000 PY07: \$81,381.84	PY06: \$60,000 PY07: \$81,381.84	1,710/0 People

<b>Project: Street Improvements</b>
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<b>Activity: Lava Lane Design</b>
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**IDIS #: 14**

**Project Description:**

This project will fund the design, engineering and environmental review for the improvement of a portion of Lava Lane, a substandard road in Precinct 4, currently not accepted by the County road maintenance system. The improvements will provide a new durable road that will allow property owners, school busses, mail service providers, and emergency service providers to have all-weather access to the properties. Additionally, the improvements will allow the road to meet County roadway standards and be accepted onto the County system for future maintenance and traffic safety enforcement.

Travis County Transportation and Natural Resources Department (TNR) is the department in charge of managing this project and the design, engineering, and environmental work will be provided by a contracted consultant. The project will benefit 1297 people once construction of the improvements is complete.

**Project Status and Progress to Date:**

- The interview process has been completed and Rhed Oaks Engineering, Inc. was signed to a professional services agreement to complete the environmental survey and design of the roadway extension.
- A detailed survey of the proposed new roadway and right-of-way was completed by the Travis County Survey Department.
- The construction plans for this project are 60% complete. All drainage and roadway repairs have been determined.
- The Travis County Surveyor is in the process of preparing the documents necessary for Travis County to acquire the right-of-way necessary for the roadway extension. Negotiations with the landowners affected by the acquisitions are expected to begin after environmental clearance is completed.

**Performance Measure: N/A**

Activity	Con Plan Priority	Funds Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 08	Total CDBG Funds Expended	Goal/ Actual
Planning	High	CDBG	PY06: \$83,659	NA	\$36,487.15	\$36,487.15	1297/0 People

<b>Project: Water/Sewer Improvements</b>
--

**Activity: North Ridge Acres - Improved municipal water service for NWSC**

**IDIS #: 6 for PY06****Project description:**

This project funds the complete replacement of the North Ridge Water Supply Corporation's (NWSC) water distribution system with a permanent connection to the City of Austin's water system. The North Ridge Acres subdivision is located in both Williamson and Travis Counties near the intersection of the roads FM 1325 and CR 172. One hundred and fifty-eight people in Travis County and approximately 180 people in Williamson County will benefit from this project.

The phases of the project include: (1) the design and construction of a new water system that meets the requirements of the Texas Commission on Environmental Quality and the City of Austin; (2) disconnection from the City of Round Rock fire hydrant which is the current water source; (3) a permanent connection to the City of Austin's water system; and (4) conveyance of the NRWSC to the City of Austin which will provide service and billing for all NRWSC customers.

**Project Status and Progress to Date:**

- The homes of 173 Travis County residents have been permanently connected to new transmission lines, operated by the City of Austin (they are no longer using the City of Round Rock fire hydrant as their water source).
- All CDBG funds for the project have been expended.
- The project is substantially complete and is considered closed. The paperwork transitioning the system to the City of Austin will be completed in the coming weeks.

**Performance Measure:**

Availability for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Fund Sources	CDBG Funding	PY08 Leveraged Funding	CDBG funds Expended during PY 08	Total CDBG Funds Expended	Goal/ Actual
Public Facilities	High	CDBG City of Austin TWDB Travis County ORCA NWSC	PY:06 \$200,000	\$1,103,297 See leveraged funding section for more details.	\$127,702.45	\$200,000	158/173 People

**Project: Public Services, Other**

**Activity: HHS/VS Family Support Services Division  
Social Work Services Expansion**

**IDIS #: 12 for PY07 and 17 for PY08**

**Project Description**

This program is an internal Travis County Health and Human Services & Veterans Service expansion of existing services. The program is expanding social work services through the work of one social worker who is increasing the capacity to provide case management, information and referral, non-clinical counseling, crisis intervention and outreach to households in the unincorporated areas.

The social worker provides the majority of service provision through home visits in order to reduce transportation barriers. The social worker also works from the Community Centers in Manor and Del Valle, focusing on residents living in the unincorporated areas of precincts 1 and 4. In addition to CDBG funds, this program leverages funds from two other programs called the Youth and Family Assessment Center (YFAC) program and Best Single Source (BSS) funds.

**Project Status and Progress to Date:**

- Outreached a total of 20 agencies, school districts, churches and neighborhood associations during PY08 to inform community members about the social work services available.
- 137 people benefitted from services provided during PY08. Services included case management, referrals, non-clinical counseling and crisis intervention.
- 9 clients received assistance through the Youth and Family Assessment Center program. All 9 clients reported improved functioning after completing the program.
- 8 clients were assisted with Best Single Source funds.
- Data on client needs was de-identified and analyzed by CDBG administrative staff to further the knowledge base about the needs of those residing in the unincorporated areas. Refer to the section of Anti-Poverty Strategy for a breakdown of needs encountered by clients.

~~DRAFT~~ Travis County Program Year 2008 CAPER-

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**Performance Measure:**

Availability for the purpose of creating a suitable living environment.

Activity	Con Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 08	Total CDBG Funds Expended	Goal/ Actual
Public Services	High	CDBG YFAC BSS	PY07: \$64,000 PY08: \$64,788	\$13,907.52 See leveraged funding section for more details.	PY07: \$36,989.72 PY08: \$27,303.78	PY07: \$64,000 PY08: \$27,303.78	100/137 People

<b>Project: Planning</b>
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<b>Activity: Water/Wastewater Improvement Planning</b>
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**IDIS #: 13 for PY07 and 18 for PY08**

**Project Description:**

This project funds a Senior Engineer who functions as a Project Manager over two active CDBG-funded street improvement projects in Apache Shores and Lave Lane. The Senior Engineer is also in charge of assessing and providing a report for potential water and wastewater projects to be considered in the future by the Travis County Commissioners Court.

The unincorporated areas whose water/wastewater needs will be assessed for eligibility and potential costs include: Apache Shores , Bluebonnet/Volker Lane , Deer Creek Ranch, FM 969 & FM 973 area, FM 1625 Area, Imperial Valley, Kennedy Ridge, Littig, Manchaca Area, Mt. Chalet, Mountain View Estates, Northridge Acres, Plainview Estates, Plover Place, Rodriguez Road, Hazy Hills, Cardinal Hills Estates and Walnut Place. The project is opened to add additional neighborhoods throughout the program year.

**Project Status and Progress to Date:**

- Maps of all neighborhoods that have expressed a need for water or wastewater services have been created.
- Design and construction cost estimates have been created for each neighborhood expressing a need for water or wastewater service.
- A draft planning report for Water and Wastewater Improvements for neighborhoods that have contacted the Travis County CDBG office is scheduled to be completed by January 2010.

**Performance Measure:**

Creating Sustainable Living Environments.

Activity	Con Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 08	Total CDBG Funds Expended	Goal/ Actual
Planning	High	CDBG	PY07: \$88,727 PY08: \$108,704	NA	PY07: \$ 44,020.29 PY08: \$49,199.53	PY07: \$ 88,727 PY08: \$49,199.53	15/0 Neighborhoods

~~DRAFT~~ Travis County Program Year 2008 CAPER-

<b>Project: Planning &amp; Administration</b>
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<b>Activity: Administration</b>
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**IDIS #: 19 for PY09****Project Description:**

The funds allocated for administration will pay for the operating expenses associated with the grant including office supplies, training, contracted services, interpreting, membership and other business related expenses. The funds include \$25,000 for a consultant to complete an Analysis of Impediments to Fair Housing Choice in Travis County. This assessment will serve as preparation for the next Consolidated Planning process and will allow the development of a plan to address impediments identified.

**Project Status and Progress to Date:**

- A scope of work for the Analysis of Impediments to Fair Housing Choice has been drafted.
- A Request-for-Services (RFS) process will take place on late 2009/early 2010 to identify an organization to conduct the study.

**Performance Measure: N/A**

Activity	Con Plan Priority	Fund Sources	CDBG Funding	Leveraged Funding	CDBG funds Expended during PY 08	Total CDBG Funds Expended	Goal/ Actual
Planning	High	CDBG Travis County	PY08: \$53,505	\$142,341	\$23,279.94	\$23,279.94	N/A

<b>Geographic Distribution of Projects</b>
--

Since Travis County does not have any consortium cities participating in the use of CDBG funds, all services and planning efforts focus on the unincorporated areas of the county. Additionally, Travis County's CDBG program does not have any designated target areas, however, one of the projects, the Social Service Project, focuses ~~on the county in~~ Precincts 1 & 4 based on the concentration of low to moderate income residents. These precincts also have a larger minority concentration than other parts of the County. The goal for focusing services in those areas is to improve access to services and quality of life for residents. Refer to the table below for specific descriptions of geographic distribution for each one of the CDBG projects. For a map of the project locations and racial and ethnic concentrations, please refer to *Appendix A: Maps*.



**Figure 3: Geographic Distribution of Grant Activity for the Program Year 2008**

Project	Location/ Census Tract	
<ul style="list-style-type: none"> <li>Production of New Owner Housing Units: via land acquisition and infrastructure development</li> </ul>	To Be Determined	
<ul style="list-style-type: none"> <li>Street Improvements: Substandard Road Improvements in Apache Shores</li> </ul>	Census Tract: 17.42 Block Group: 1 Including sections of Pima Trail, Crazyhorse Pass, and Whitebead Trail/	
<ul style="list-style-type: none"> <li>Road Improvement Design</li> </ul>	Lava Lane Road, Precinct 4, Census Tract:24.17. Block Group:3	
<ul style="list-style-type: none"> <li>Public Services, Other: Family Support Services Social Work Services Expansion</li> </ul>	Various eligible households in precincts 1 & 4 in the unincorporated areas of Travis County. Specifically residents in the following zip codes <del>were have been</del> served <u>in PY08</u> : 78617, 78621, 78653, 78701, 78719, 78724, 78725, 78747, 78753, 78754, 78612, 78619	
<ul style="list-style-type: none"> <li>Housing Rehabilitation</li> </ul>	Households residing in the unincorporated areas of the County	
<ul style="list-style-type: none"> <li>Water/Sewer Improvements: Northridge Acres Water Improvement</li> </ul>	Census Tract: 18.51. Block Group: 1 Including sections of Prairie Lane, Summit Drive, Northridge Road, Parkview Drive and Hillside Drive	
<ul style="list-style-type: none"> <li>Water/Wastewater Improvement planning</li> </ul>	<p><b><u>Precinct 1:</u></b> FM 969 &amp; FM 973 area, Littig, Imperial Valley, Bluebonnet/Volker Lane, Kennedy Ridge, Plainview Estates, Walnut Place</p> <p><b><u>Precinct 2:</u></b> Northridge Acres</p>	<p><b><u>Precinct 3:</u></b> Manchaca Area Apache Shores, Mountain View Estates, Mt. Chalet, Deer Creek Ranch, Hazy Hills, Cardinal Hills</p> <p><b><u>Precinct 4:</u></b> FM 1625 Area, Rodriguez Road, Manchaca Area Plover Place</p>

## Performance Evaluation of Projects

### Compliance with CDBG National Objectives

The use of CDBG funds requires selecting eligible projects that meet one of the three national objectives prescribed by HUD. These are 1) benefitting low/moderate income (LMI) persons, 2) addressing slum or blighted areas and 3) addressing an urgent need. All of the projects implemented during the program year 2008 met the national objective of benefitting low/moderate income persons, thereby complying with the additional HUD requirement of spending 70 % of CDBG funds on LMI persons. The CDBG Financial Summary for Program Year 2008 Report located in Appendix C shows 100% of the PY08 expenditures benefited low to moderate income persons.

For an activity to qualify as meeting the low-mod national objective, grantees must certify they are following one of four qualifying categories: area of benefit activities, limited clientele activities, housing activities and job creation or retention activities. An area of benefit (LMA) activity is one that benefits all residents in a particular area, where at least 51 percent of the residents are low-to-moderate income persons. A limited clientele (LMC) activity is one where 51 percent of the beneficiaries have to be LMI persons. Low-mod housing (LMH) applies to activities that aim to provide or improve permanent residential structures, which upon completion, will be occupied by LMI households. A low/mod job (LMJ) creation activity is one designed to create or retain permanent jobs, at least 51 % of which will be made available to or held by LMI persons.

The following table summarizes the category under which each project qualifies to meet the low-mod national objective as well as the specific number of clients served in each target income area. In the cases of projects where no individuals have received services yet, a check mark identifies the anticipated income targets for the clients that will benefit for that project.

**Figure 4: Benefit to Low and Moderate Income Persons by Project**

Project	National Objective	Low to Moderate Income Target			Total People Served
		Very Low (>30% MFI*)	Low (30.1 to 50% MFI)	Moderate (50.1 to 80% MFI)	
▪ Land Acquisition for Affordable Housing Development	Low/Moderate Income: Housing (LMH)	√	√	√	0
▪ Home Rehabilitation	Low/Moderate Income: Housing (LMH)	√	√	√	0
▪ Street Improvements in Apache Shores	Low/Moderate Income: Area Benefit (LMA)	√	√	√	0
▪ Street Improvements Lava Lane	Low/Moderate Income: Area Benefit* (LMA)	√	√	√	0
▪ Public Services, Other – FFS Services	Low/Moderate Income: Limited Clientele (LMC)	119 persons	12 persons	6 persons	137
▪ Water/Sewer Improvements	Low/Moderate Income: Area Benefit – Survey (LMA)	45 persons	47 person	81 person	173
▪ Water/Wastewater Planning	N/A	√	√	√	0
<b>Total persons served</b>		<b>164</b>	<b>59</b>	<b>87</b>	<b>310</b>

MFI\* = Median Family Income as defined by HUD

Area Benefit\*: Both Road Improvement pProjects qualify as a Low-Mod Area of Benefit through an Exception Rule Provision or Upper Quartile Criterion permitted by HUD. Travis County's exception rule is 46.2%. To learn more about the Exception rule visit the following site: <http://www.hud.gov/offices/cpd/lawsregs/notices/2005/05-06.pdf>

### Compliance with CONPLAN Goals

CDBG projects must also fit within one of the seven high priority project categories approved by Travis County Commissioners Court for the 2006-2010 period. The following list summarizes those high priorities identified and the corresponding projects implemented during program year 2008.

**Figure 5: High Priorities in the 2006-2010 Consolidated Plan and Projects Implemented in PY 2008**

High Priorities	Projects
<b>Production of New Owner Housing Units via Land Acquisition</b>	Production of New Owner Housing Units: Land acquisition and Public Infrastructure
<b>Infrastructure for New Housing Developments</b>	
<b>Street and Road Improvements</b>	Street Improvements: Substandard roads in Apache Shores
	Street Improvements: Lava Lane
<b>Water and Sewer Improvements</b>	Water/Wastewater Infrastructure Improvement: North Ridge Acres
<b>Public Services, Other</b>	Family Support Services Social Work Services Expansion –Travis County HHS/VS Program
<b>Owner Occupied Housing Rehabilitation</b>	Home Rehabilitation
<b>Youth Services</b>	None
<b>Administration and Planning</b>	Water/Wastewater Improvement Planning
	Analysis of Impediments to Fair Housing Choice

### **Assessment of Goals and Objectives**

This section articulates the CDBG accomplishments for PY 2008 as they relate to the goals and objectives, spending, overall performance and effective grant management. A total of 3,322 people and 18 neighborhoods are expected to benefit from the projects identified in the PY06, PY07 & PY08 Action Plans. For Program Year 2008, 310 people have benefited from these funds.

It is important to note that in many cases the impact of the projects will not be captured for a number of years, given some of the projects will take 12-60 months to implement and complete. For example, the production of new owner housing units will not be completed until approximately the year 2012. Even though CDBG funds are only expected to support the acquisition of the land, the performance indicator will not be achieved until the houses are fully constructed and the households have purchased the homes. The table summarized below identified the goals and objectives, and the expected and actual number of people served during the past program years

Figure 6: Summary of Specific Objectives (HUD Table 1 C)

Project Title	Specific Objectives	Sources of Funds	Performance Indicators	Year	Target #	Actual #	Percent Completed
<b>SL-1 Availability/Accessibility of Living Environment (Outcome/Objective)</b>							
<b>Street Improvements: Substandard Roads in Apache Shores</b>	Public Facilities	PY06 & 07 CDBG	<ul style="list-style-type: none"> <li># People receiving new service, #</li> <li>People receiving improved service, #</li> <li>People served (per LMI levels)</li> </ul>	2006	1710	0	0%
				2007	0	0	0%
				2008	0	0	0%
				2009			
				2010			
<b>Multiyear Goal</b>					1,710	0	0 %
<b>Family Support Services Social Work Services Expansion</b>	Public Services, Other	PY07 CDBG	<ul style="list-style-type: none"> <li>Number of people who benefited</li> </ul>	2006	N/A	N/A	N/A
				2007	100	71	71%
				2008	100	137	137%
				2009			
				2010			
<b>Multiyear Goal</b>					200	208	104%
<b>Street Improvements: Substandard Road Lava Lane*</b>	Not Applicable	PY-06 CDBG	<ul style="list-style-type: none"> <li>Number of people who will benefit</li> </ul>	2006	N/A	0	N/A
				2007	1297*	0	0%
				2008	0	0	0%
				2009			
				2010			
<b>Multiyear Goal</b>					1297	0	0-%
<b>Water/Sewer Improvements: Northridge Acres Water Improvements</b>	Public Facilities	Travis County PY06 CDBG & 4 other sources of funds	<ul style="list-style-type: none"> <li>Number of people who will benefit</li> </ul>	2006	158	0	0%
				2007	0	0	0%
				2008	0	173	109%
				2009			
				2010			
<b>Multiyear Goal</b>					158	173	109%
<b>DH-2 Affordability of Decent Housing (Outcome/Objective)</b>							
<b>Owner Housing - Production of New Units: Land Acquisition</b>	Owner Housing	PY06 & 07& 08 CDBG	<ul style="list-style-type: none"> <li>Number of housing units constructed</li> </ul>	2006	10	0	0%
				2007	7	0	0%
				2008	20	0	0%
				2009			
				2010			
<b>Multiyear Goal</b>					37	0	0-%
<b>DH-3 Sustainability of Decent Housing</b>							
<b>Homeowner Rehabilitation</b>	Owner Housing	PY 08 CDBG	<ul style="list-style-type: none"> <li>Number of housing units rehabilitated</li> </ul>	2006	N/A	N/A	N/A
				2007	N/A	N/A	N/A
				2008	5	0	0%
				2009			
				2010			
<b>Multiyear Goal</b>					5	0	0-%
<b>SL-3 Sustainability of Living Environment (Outcome/Objective)</b>							
<b>Planning</b>	Not applicable	PY 07 CDBG	<ul style="list-style-type: none"> <li>Other – number of neighborhoods assessed</li> </ul>	2006	N/A	N/A	N/A
				2007	15	0	0%
				2008	3	0	0%
				2009			
				2010			
<b>Multiyear Goal</b>					18	0	0 %

\* The Lava Lane project is funded out of reprogrammed PY 2006 monies, but was allocated in August 2008 during PY 2007.

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The coding system used in the Outcome/Objective rows in the table above follows the numbering system established in the Community Planning and Development Outcome Performance Measurement System. The outcome/objective numbers stand for the following:

**Figure 7: Numbering System for Outcome and Objective Coding**

Objective	Outcome		
	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

## Expenditures and Leveraged Resources for Program Year 2008

### Overall Expenditures

During PY08, spending occurred in six different projects and progress was made in moving forward with the remaining two. Of the \$2,371,022.46 budgeted to the eight activities \$486,284.68 or 20.5% was spent per HUD's data management system called, IDIS.

**Figure 8: CDBG PY08 Summary Financial Report from IDIS**

CDBG Program Year 2008 Summary Financial Report	
Carryover from PY07	\$1, <del>537</del> <u>542,892</u> <del>889.446</del>
PY08 CDBG Entitlement Grant	<del>_____</del> \$—833,133
Total CDBG Funds Available for PY08	\$2, <del>371</del> <u>376,022</u> <del>025.4446</del>
PY08 Funds Committed	\$2, <del>371</del> <u>376,022</u> <del>025.4644</del>
PY08 Funds Expended	<del>_____</del> \$—486,284. <del>6868</del>
Carryover to PY09	\$1, <del>884</del> <u>889,737</u> <del>740.4076</del>
HUD Timeliness Ratio	2.26

### Expenditures per Project

Figure 9 summarizes the budgeted funding, the expended funds and the percent expended in for each of the projects.

**Figure 9: Summary of PY08 Expenditures by Project**

Project	PY 08 Budgeted Funding Available	Expended as of 09/30/08	Percent Expended	**PY08 Cap Percentages
▪ Owner Housing: Production of New Units	PY06: \$250,000	\$0	0%	N/A
	PY07: \$195,518			
	PY08: \$500,000			
▪ Home Rehabilitation	PY08: 106,136	\$0	0%	N/A
▪ Street Improvements	PY06*: \$388,659	\$177,868.99	20%	N/A
	PY07: \$500,000			
▪ Public Services, Other	PY07: \$36,989.72	\$64,293.50	63%	7.7%
	PY08: \$64,788			
▪ Water/Sewer Improvements	PY06: \$127,702.45	\$127,702.45	100%	N/A
▪ Administration & Planning	PY07: \$44,706,020.29.74	\$116,419.7646	56.5%	13.9%
	PY08: \$162,209			
<b>Total</b>	\$2,376,708,025.4488	\$486,486,284.7068	20.5%	

\*Includes \$83,659 of reallocated funds from PY 2006 Public Service funding through Action Plan Amendment, August, 2008.

\*\* Regulations require that no more than 20% and 15% of funds of any one grant year be spent on Administration & Planning and Public Services, respectively. This calculation takes the total dollars spend during the program year divided by the program year's allocation amount to determine the percentage of funds spent and to demonstrate compliance.

### Timely Spending of Funds

As part of the mandate from Congress to administer the CDBG program, HUD determines annually whether each CDBG entitlement is carrying out its activities "in a timely manner". HUD conducts an analysis of each entitlement's timeliness of spending 10 months into each grant year. For Travis County, the timeliness test started in August 2008, and will continue to occur every August. The threshold for compliance with timeliness is having no more than 1.5 times the current year's allocation unspent. Travis County's did not meet its first two timeliness test and received a timeliness policy exception from HUD in October 2009. The

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CDBG program is taking actions to address timeliness considerations and will continue to assess the spending of funds and the progress of projects to ensure timely spending.

To address timeliness considerations, for the PY08 Action Plan, CDBG staff recommended the funding of administration and planning at maximum level and the selection of projects that could spend money in 12-18 months. In addition, the CDBG office has identified the extent and underlying causes of the timeliness concerns and has developed a workout plan to improve performance. This plan has been presented to HUD's regional office in San Antonio as well as HUD's office in Washington D.C.

### Leveraging Resources

Although no matching requirements are mandated for CDBG, during the reporting period, Travis County was successful in using HUD's CDBG funds to leverage additional monies from private and public sources. For the Northridge Acres Water Improvement project, Travis County ~~is~~ partnering with the Texas Water Development Board, Williamson County (CDBG), the Office of Rural Community Affairs, and the City of Austin, each of whom have invested dollars in this project. In addition, Travis County absorbed all of CDBG's administrative and planning costs to maximize the community impact of CDBG funding. The following table summarizes the amount of dollars leveraged:

**Figure 10: PY08 Leveraged Resources**

Project/Activity Leveraged	Partners	Committed Leveraged Resources	Spent during PY 2008
Water/Sewer Improvements North Ridge Acres	Texas Water Development Board	\$ 1,000,000*	\$ 576,432
	Williamson County (CDBG)	\$ 150,000	\$150,000
	Office of Rural Community Affairs	\$ 250,000	\$250,000
	City of Austin	\$ 269,464*	\$0
	Travis County General Fund	\$ 237,705*	\$101,125
	Northridge Water Supply Corporation	\$25,740	\$25,740
Family Support Services Social Work Services Expansion	Best Single Source (General Fund rent assistance program)	<del>To-be-determined</del> <sup>BD</sup>	\$1,551.02
	Youth and Family Assessment Center (flexible funding)	<del>To-be-determined</del> <sup>TBD</sup>	\$12,356.50
Administration and Planning of CDBG	Travis County General Fund	<del>To-be-determined</del> <sup>TBD</sup>	\$142,347
	<b>Total Dollars</b>	<b>\$1,932,909</b>	<b>\$1,259,551.50</b>



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\* Other Dollars Spent in Previous Program Years.

## Managing the Process

### Comprehensive Planning

The Travis County Health and Humans Services ~~&~~and Veterans Service (HHS/VS) Department has a Research and Planning (R&P) Division tasked with much of the comprehensive planning for the ~~d~~Department, both internally and externally with community partners. ~~I~~ssues areas of focus for the R&P Division ~~focuses in different issue areas including~~encompass the full range of the department's services and investments: basic needs, workforce development, child and youth services (~~—~~with particular emphasis on early childhood education), public health (~~—~~particularly HIV/AIDS), behavioral health as well as efforts to organize the community around support for the elderly and immigrants. Additionally, the Division provides information services to inform decision making in the HHS/VS Department and across the community. These services include: an annual report of community trends and statistics based on the American Community Survey, periodic surveys of community-based organizations ~~and, more~~ focused research and analysis upon request.

CDBG makes requests of the R&P Division for technical assistance, as needed, to assist with data collection, resource development and planning in the areas ~~related to~~around housing, homelessness and community development. This collaborative effort increases capacity and reduces duplication of planning efforts for the Department.

Over the Program Year 2008, the CDBG staff, and in collaboration with the R&P Division, when noted, have participated in the following comprehensive planning efforts:

#### Homelessness

CDBG staff represent HHS/VS in the Ending Community Homelessness Coalition (ECHO). This membership provides staff the opportunity to be involved in the issue area, to advocate for the homeless ~~population~~ersons found in the unincorporated areas, to identify service strategies and to ensure identified pockets of homeless persons in the unincorporated areas are included in the annual ~~homeless~~ count. CDBG staff participated in the Independent Review Team for the Continuum of Care applications, the Count Committee, the Program & Evaluation Committee and the Annual Count on January 29, 2009.

#### Resource Development

The R&P Division has a staff person dedicated to monitoring and reviewing grant opportunities. Over the last program year, CDBG staff and R&P kept one another informed about federal, State and local funding streams and new monies that came down through various systems including stimulus funds.

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Additionally, CDBG staff is a part of an inter-departmental group which focuses on resource development and grant-related processes.

**Affordable Housing**

~~Members~~CDBG staff ~~have~~ attended several meetings over the last program year related to affordable housing including ~~the~~ meetings with the City of Austin's Neighborhood Community and Housing Development Department, the Intergovernmental Stimulus Housing Subcommittee, the CSH Texas Re-Entry Best Practices Committee, and the City of Austin's housing forums. While there is not a formal planning body which focuses solely on affordable housing, several planning groups and coalitions have housing-related committees due to the cross-cutting nature of the issue area. Staff will continue to attend these meetings as appropriate.

Additionally, the CDBG staff discussed the possibility of collaborative efforts around housing market studies and consolidated planning requirements with the City of Austin and some of the neighboring CDBG entitlements in a five County area in order to reduce costs and look at affordable housing with a regional lens. CDBG staff hopes to continue this conversation in the future.

**Foreclosures**

During the program year, CDBG, the Travis County Housing Finance Corporation (TCHFC) and R&P purchased foreclosure data, supported TCHFC's Neighborhood Stabilization Program application to the State and began to identify trends and areas of high foreclosures. This data was ~~presented~~provided in the PY 2009 Action Plan. We anticipate continuing to work collaboratively through participatory research in this area to ensure a consistent message on the issue.

**Water/Wastewater Planning**

In response to the citizen participation process and the public's need for water/wastewater public infrastructure, a planning project was established during the program year. Please refer to the "Status of Projects" section of this report for a detailed description of progress made this year in collaboration with TNR, the Travis County's public works department. A preliminary plan is anticipated to be completed in the first quarter of 2010.

**Next Consolidated Plan**

In anticipation of the next Consolidated Planning cycle, the CDBG office has created a preliminary plan for its development. The 2011-2015 Con-Plan will consist of the following parts: 1) a Community Needs Analysis, 2) a Housing Market Analysis, 3) a Strategic Direction, 4) an Action Plan for PY 2011 and 5) an Analysis of Impediments to Fair Housing Choice.

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In 2010, the processes for conducting the housing market analysis, the analysis of impediments to fair housing choice, and other community needs analysis will be initiated. The strategic direction based on analysis and public input will be developed. There will be ample opportunities for the public to provide input and make comments. In 2011, the strategic direction will be ready for the prioritization of PY11 projects, and the Consolidated Plan as well as the PY11 Action Plan will be submitted to HUD in August 2011.

**Board, Commission and Association Involvement**

Staff from different divisions of the HHS/VS department, including CDBG and R&P staff are currently involved in numerous boards, commissions, associations, and councils, not only to further the understanding of the relationship between the community and the needs of its most vulnerable ~~resident~~citizens, but also to be a resource to the community, offering data and analysis, grant-writing skills, contacts with influential businesses, community and government leaders, and knowledge of government-funded program opportunities.

**Compliance with Certifications**

Travis County carried out all planned actions described in the five year HUD – approved Consolidated Plan, including:

- ◆ Pursuing all resources indicated in the Consolidated Plan. Resources include leveraged dollars for grant administration, public services and ~~public~~ infrastructure.
- ◆ Travis County provided requested certifications of consistency for HUD programs in a fair and impartial manner.
- ◆ Travis County did not hinder the Consolidated Plan implementation through any action or willful inaction.

**Anti-Displacement and Relocation**

Consistent with the goals and objectives of 24 CFR Part 570.606, Travis County commits to making all reasonable efforts to ensure activities undertaken with federal funds will not cause unnecessary displacement or relocation of persons (families, individuals, businesses, non-profit organizations and farms).

Travis County's policy on displacement, at present, is to not fund projects that displace persons. A more comprehensive Anti-Displacement and Relocation Plan was approved by the Travis County Commissioners Court in PY 2008. Travis County did not purchase, rehabilitate or demolish occupied real property with CDBG funds during PY 2008 program year.

**Specific Activities**

HUD requires reporting on certain types of activities funded by CDBG. Below is the list of responses to the required questions.

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- **Low/Mod Job Activities:** Travis County did not undertake any low/mod job activities during the reporting year, ~~and does not have any planned low/mod job activities for the 2008 program year.~~
- **Low/Mod Limited Clientele Activities:** Travis County planned one low/mod limited clientele activity during the 2008 program year – a public service project. The Social Work Services Expansion project is currently being implemented successfully. Please refer to the table title “Benefit to Low and Moderate Income Persons by Project” to see the breakdown of clients by income level.
- **Housing Rehabilitation:** Travis County funded housing rehabilitation activities during PY 2008, but did not implement or rehabilitate any housing units during the program year.
- **Neighborhood Revitalization Strategies:** Travis County does not currently have any HUD-approved neighborhood revitalization strategy areas.

**Fiscal Related Items**

HUD requires reporting on certain types of fiscal-related items funded by CDBG. Below is the list of responses to the required questions.

- **Program Income:** Travis County did not receive any program income during the ~~PY~~ 2008 program year.
- **Prior Period Adjustments:** Travis County will need to adjust the following draws from HUD’s IDIS database system due to staff erroneously using prior year flags in the system. The error was discovered too late for the flags to be removed. Making these adjustments will allow the County to accurately calculate the public service, ~~and~~ administration and planning caps.

Summary of Prior Period Adjustments				
Voucher Number	Project/Activity	Date of Draw	Grant Number	Amount of Adjustment
1610384	Public Services, Other	11/24/2008	B-06-UC-480503	\$8,120.61
1618956	Public Services, Other	12/17/2008	B-06-UC-480503	\$5,459.97
<b>Public Services Subtotal</b>				<b>\$13,580.58</b>
1610384	Administration & Planning	11/24/2008	B-06-UC-480503	\$7,664.38
<del>1618956</del> 1617846	Administration & Planning	12/15/2008	B-06-UC-480503	\$7771.09
<b>Administration and Planning Total</b>				<b>\$15,435.47</b>

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- **Loans and Other Receivables:** Travis County did not have any loans or other receivables during the 2008 program year.
- **Lump Sum Agreements:** Travis County did not use any lump sum agreements during the 2008 program year.

## Monitoring

As the lead agency for the development and implementation of the Consolidated Plan, the Travis County HHS&VS Department implements standard policies and procedures for monitoring CDBG programs. These monitoring activities ensure compliance with program regulations and compliance with financial requirements. Federal guidelines include: OMB A-110, OMB A-122, 24 CFR Part 570.603 (CDBG Labor Standards), 570.901-906 (CDBG) and the Davis Bacon Act and Contract Work Hours and Safety Standards Act (CDBG).

HHS/VS provides contract administration for community development activities in conjunction with the Transportation and Natural Resources Department, including but not limited to contract negotiations, compliance monitoring, and payment and contract closeout.

### Frequency and Results of Monitoring Activity

#### Sub-recipients

Travis County engaged one sub-recipient in August 2008 for the land acquisition project. A desk review of the environmental assessment by CDBG staff identified a problem with the land of interest, and as a result, site approval was not given. The sub-recipient is currently looking for another ~~piece of~~ property.

#### Contractors

During the reporting period, Travis County worked with a construction contractor for the Water Improvement project and ~~a~~ design consultants for the Apache Shores and Lava Lane Street Improvement projects. For the construction contract, the Purchasing Office conducted Davis Bacon interviews and collected certified payroll of workers employed for the conduct of the water improvement project, reviewed invoices for accuracy and compliance with both of the executed contracts, and completed the required reports for each project.

#### Internal Travis County Departments

For CDBG funded projects implemented by Travis County Departments, the CDBG office has instituted controls at key points of the project implementation process to ensure program compliance. The CDBG office:

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- ◆ Meets with each project manager and relevant project-related staff at regular intervals throughout the implementation period to review project status, implementation, effectiveness of programs, and compliance issues.
- ◆ Reviews any request for purchase prior to HHS/VS- department approval.
- ◆ Reviews all Request ~~of~~for Qualifications, Request for Proposals, Request for Services, Invitations for BID and contracts prior to the release by the Purchasing Department.
- ◆ Requests technical assistance from HUD, as needed, on behalf of each project.
- ◆ Reviews the results of project environmental reviews, and submits the appropriate paperwork to HUD.
- ◆ Verifies and documents target area, and service area eligibility, monitoring documentation ~~in~~on a quarterly basis.
- ◆ Reviews CDBG project expenditures on a monthly basis before draw-downs are made.

CDBG staff completed a variety of monitoring tasks for each project. No funds were provided during the program year to sub-recipients; therefore, the summary below identifies the monitoring activities for internal Travis County CDBG projects:

**Street Improvements: Substandard Roads in Apache Shores**

- ◆ Kept in communication with the project manager.
- ◆ Reviewed environmental report and completed paperwork for certification of results by the Commissioners Court.
- ◆ Reviewed draws prior to requesting reimbursement from IDIS.
- ◆ Received quarterly progress report- and updated IDIS.

**Street Improvements: Lava Lane**

- ◆ Kept in communication with the project manager.
- ◆ Reviewed draws prior to requesting reimbursement from IDIS.
- ◆ Received quarterly progress report and updated IDIS.

**Water/Wastewater Improvements: Northridge Acres Water Improvements**

- ◆ Kept in communication with the project manager.
- ◆ Forwarded technical assistance requests to HUD as needed.
- ◆ Reviewed project implementation after a change in project managers and provided a high level of technical assistance to the project.
- ◆ Reviewed pre-audit findings by Consultant and assisted in \_\_-improving project compliance.

**Public Services, Other: Family Support Services Social Work Services Expansion**

- ◆ Provided technical assistance and workeded out~~for~~ service delivery issues as needed.
- ◆ Reviewed client files in February 2009 and made recommendations for improvement.
- ◆ Reviewed quarterly performance reports.

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- ◆ Reviewed and approved all Authorizations to Purchase and travel and mileage requests prior to submission to financial services.

**Water/Wastewater and Other Project Planning**

- ◆ Kept in communication with the project manager.
- ◆ Provided additional neighborhoods as needs were identified.
- ◆ Assisted in the development of the plan and development of the criteria.
- ◆ Reviewed quarterly performance update.

**Results of Monitoring Efforts**

As a result of the monitoring efforts made, staff was able to identify and address potential issues surrounding compliance with different projects and to improve systems and documentation that needed strengthening.

- ◆ Staff provided review and technical assistance to the land acquisition project. The assistance resulted in CDBG staff identifying the proximity of a potential site to a gravel/sand mine. This information helped Commissioners Court decide to not approve this site and recommend the search of another property approval not being provided.
- ◆ Technical assistance ~~has also been~~was provided to the public service project, including collaboration on a different file order and stronger documentation to ensure compliance. Another review of client files is scheduled for the first quarter of 2010.
- ◆ The pre-audit of the water improvement project resulted in several contractual changes for future projects to improve compliance with Davis Bacon, Section 3 and suspension and debarment regulations. —Additionally, clearer roles and responsibilities across County Departments ~~were have been~~ identified to support the contractual changes.

**Institutional Structure and Coordination**

Effective implementation of projects during the Program Year 2008 involved a variety of key stakeholders. Coordination and collaboration within the Travis County government and between agencies was instrumental in ensuring the needs in the community were addressed effectively. The departments and agencies involved in the implementation of the projects are described below.

**Internal Travis County Departments**

The CDBG office engaged several Travis County departments to ensure efficient and effective project planning, management, and implementation. Those departments with key roles in the execution of the projects included the Health and Human Services & Veterans Service Department (HHS/VS), the Commissioners Court, the Transportation and Natural Resources Department (TNR), the County Attorney's Office, the County Auditor's Office and the

Purchasing Office.

### **Health and Human Services & Veterans Service Department**

The HHS/VS department is the lead county agency responsible for the administration of the County's CDBG funding. This department has the primary responsibility of assessing community needs, developing the Consolidated Plan and yearly Action Plans, managing project activities in conjunction with other county departments and community partners, administering the finances, and monitoring and reporting. The CDBG office is located in the Executive Manager's Office within HHS/VS. HHS/VS reports to the Travis County Commissioners Court for oversight authority.

The CDBG office worked with the Research and Planning Division (R&P) within HHS/VS in the areas of community planning, data collection, and resource development. The CDBG office will continue to keep R&P informed about HUD funding streams and continue to work collaboratively identifying and sharing relevant data to ensure a consistent message on emerging issues such as as changing housing needs and foreclosure.

In particular the CDBG office worked with the R&P Division to map and quantify the foreclosures to get a sense of the extent and nature of the problem. The CDBG office will continue to work on better understanding the extent of foreclosures in Travis County, and determine what, if any, continued investments are needed to strengthen the housing market.

Additionally, the Family Support Services (FSS) Division of HHS/VS managed the CDBG public service project. FSS also manages the seven Travis County Community Centers which provide a key access point for the public to access CDBG information. The CDBG office thus works closely with the Division to ensure the public's access to CDBG documents and encourage outreach and citizen engagement through the Centers.

### **Travis County Commissioners Court**

The Commissioners Court is made of four elected commissioners, one to represent each county precinct and the County Judge who serves as the presiding officer. As a group, the Commissioners and County Judge are the chief policy-making and governing body of the county government. The Commissioner's Court made all final decisions about CDBG fund allocations.

### **Transportation and Natural Resources Department**

The Transportation and Natural Resources Department (TNR) and the CDBG office worked closely to coordinate environmental review functions, project planning, implementation and GIS mapping. TNR and CDBG employees have been trained in environmental regulations. This cross training of both departments allows for quality review and peer consultation.



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In addition, as part of the project funded with PY07 & PY08 funds, the CDBG office worked closely with a CDBG-funded Senior Engineer the TNR office hired to finalize a preliminary assessment of areas that need water/wastewater improvements. The CDBG office and the Senior Engineer have and will continue to coordinate the preparation of project scopes, eligibility, cost estimates, and project design. The Senior Engineer also played an active role in the implementation of CDBG projects that are managed by TNR such as the street improvement projects of Apache Shores and Lava Lane.

**The County Attorney's Office**

The County Attorney's Office creates and reviews legal agreements as well as provides legal advice and consultation. They created templates to assist with CDBG procurement procedures, related consultant services, subsequent construction documents, and templates for sub-recipient agreements. This type of collaboration is expected to continue during the implementation of the PY09 Action Plan.

**The County Auditor's Office**

The Auditor's Office provides fiscal oversight for the County including the arrangement of the Single Audit. Over the program year, the Grants Division completed quarterly financial reports, reviewed and approved draw-downs from IDIS and reviewed all agreements for fiscal compliance. Additionally, the Auditor's Office will monitor fiscal compliance of sub-recipients. This type of collaboration is expected to continue during the implementation of the PY09 Action Plan.

**Purchasing Office**

The Purchasing Office manages the CDBG procurement processes for commodities, professional services and construction. The office received a position funded by the Travis County general fund in 2006 to support CDBG and programs of the Texas Department of Transportation (TxDOT) - two new streams of federal funding. This approach supports compliance with common federal standards and promotes efficiencies within the County. In addition, this position ensures compliance with required labor standards and submits related reports to the CDBG office. The collaboration between the two offices is also expected to continue during the implementation of the PY09 Action Plan.

**Public Sector and Non-Profits**

During the implementation of the PY08 Action Plan, the Travis County CDBG office coordinated with a variety of local non-profits and governmental entities activities related to project and grant management and community planning. The following list provides some examples of the type of engagements the Travis County CDBG office had with the public and other -sectors:

- ◆ Consultation with other entitlement counties and cities to exchange models for CDBG grant management and project implementation;

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- ◆ Information exchange and coordination with other implementing agencies on jointly funded projects;
- ◆ Coordination of planning efforts for affordable housing and ending homelessness initiatives with local stakeholders including coalitions of non-for-profits, the City of Austin, and regional organizations.

During the implementation of the PY09 Action Plan, additional engagements are anticipated such as:

- ◆ Partnerships with local Community Housing and Development Organizations (CHDOs), non-profits, and other community development and housing providers to explore options for community development and public service projects and leverage other federal, state, local and private funding.
- ◆ Coordination of planning efforts with the Travis County Housing Authority and Travis County Housing Finance Corporation for affordable housing programs in the unincorporated areas of the county;
- ◆ Engagement of other municipalities in Travis County for future collaboration in the areas of community development and housing activities.
- ◆ Coordination of planning efforts with different entities in the Austin metropolitan region such as of the City of Austin and other cities in the county, for areas such as combining future efforts in the development of documents such as comprehensive Analysis of Impediments to Fair Housing Choice and a comprehensive Housing Market Study for the county/region.

### **Consortium Member Cities**

At this time, Travis County's jurisdiction does not include consortium member cities.

## **Public Engagement**

Travis County implements a citizen participation process based upon 24 CFR Part 91.105 and the Citizen Participation Plan (CPP) approved by Travis County Commissioners Court on April 11, 2006. The approved CPP identifies the strategies and structure to fully engage the community.

### **Development of the PY 2009 Action Plan**

Travis County held a total of seven public hearings to provide input and comments on the proposed usage of PY09 funding as documented in the PY09 Action Plan. During the months of February and March 2008, the County held five public hearings specifically to solicit input for the use of CDBG funds. In addition, during the months of June and July, Travis County held two public hearings and a 30-day public comment period to solicit final comment on the

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proposed uses of CDBG funds. For a detailed version of the public participation activities and comments received please refer to the PY09 Action Plan.

**PY 2008 CAPER**

During the week of November 9, 2009, Travis County published a Public Notice announcing the availability of the PY 2008 CAPER, the public comment period and the public hearing at Travis County Commissioners Court. The notice appeared in several area newspapers that target the unincorporated areas of Travis County. A copy of the notice may be found in *Appendix A* in English (Attachment A) and Spanish (Attachment B). Public notices were also posted at the Travis County Community Centers, Travis County television and on the Travis County Website.

Travis County HHS/VS drafted the CAPER and presented it to the Travis County Commissioners Court on December 1, 2009. After presentation to Travis County Commissioners Court, the CAPER was posted for public review and written comments prior to approval by the Travis County Commissioners Court.

The comment period ~~began~~<sup>commences</sup> December 2, 2009, and ~~ends~~ December 16, 2009. Additionally, a public hearing was held at Travis County Commissioners Court on December 8, 2009. ~~The public had the opportunity to submit c~~<sup>Comments</sup> on the CAPER ~~may be submitted~~ in writing via email ~~or~~ postal mail ~~to the Travis County Health and Human Services & Veterans Service CDBG staff~~ or verbally at the public hearing. The final CAPER will be posted on the Travis County CDBG website ([www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG)). Copies of the full document will also be available for review at the seven Travis County Community Centers.

**Summary of Citizen Comments on the CAPER**

~~To be provided after the comment period ends. No comments were received during the 15 day public comment period.~~

**Evaluation of the CDBG Program****Evaluation of Overall Performance**

The Travis County CDBG Program has come a long way since its inception in October 2006, developing the systems that support the management of the grant and compliance with HUD regulations. Although no funds were spent during the first program year and during the second year, funds were spent, but no projects were closed, the third year demonstrated great progress in moving forward to increase impact, performance and spending. The CDBG office will continue to establish the necessary systems in place to ensure program effectiveness.

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It's important to note that the CDBG office has had to cope with factors that initially delayed the program implementation. Due to an erroneous funding amount provided by HUD in 2006, the Consolidated Plan was disallowed, requiring a redirection of strategic plans and a substantial amendment to the Consolidated Plan and the PY 2006 Action Plan. The execution of the original grant agreement with HUD was delayed four months. The program continues to feel the impact of the delay especially in the area of timeliness of spending.

**Strengths**

Over the course of its first three program years, Travis County has gained significant knowledge and experience in the administration of the CDBG program, investing much time in the development of systems for CDBG processes, the collaboration of numerous county departments, and the application of federal regulations. Additionally, staff has sought out training opportunities to increase knowledge of the CDBG staff and staff within County departments. Staff has determined that training, networking and having an excellent understanding of terminology and internal systems strengthen the implementation of projects.

During the 2008 program year, staff ~~have~~ evaluated systems put in place as project implementation ~~has~~ occurred, identified weaknesses and put systems and improvements in place to address areas of concern. Staff received a favorable monitoring result after a Labor Standards visit from HUD CPD staff, and are in the process of developing lead based paint procedures for implementation into the appropriate contracts and agreements. With three years past the County, staff are beginning to settle in and move more quickly into the implementation of projects.

Additionally, each County Department involved with CDBG projects is extremely cooperative in communicating status of projects, issues, challenges and resolutions to problems. This level of cooperation allows compliance to be more easily achieved.

**Challenges**

Project selection and foundation building to support contracted services has proven to be the key barriers to implementing projects and to spending funds timely. With regard to project selection, choosing infrastructure and land acquisition projects were more difficult to implement than anticipated for different reasons. Infrastructure projects take up to 36 months to expend funding. Due to the expensive nature of the infrastructure projects, tying up large amounts of funding for 36 months proves a challenge for achieving timeliness. Land acquisition, on the other hand, can expend large amounts of funding quickly, but the regulations surrounding this type of activity are complicated and take time to learn.

Foundation building is also a key challenge due to the time it takes to understand regulations, build CDBG knowledge within the County, and develop the contracts and other legal documents to support activities. CDBG comes with a reputation of being complicated and

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cumbersome; therefore, county staff involved with the program is more cautious before approving items and moving forward with expenditure of funds.

These challenges, in addition to the initial 4 month delay, have made it difficult to spend money in a timely manner. In hindsight, staff would have 1) provided a variety of high priority categories that allowed for projects which expend funds quickly through County Departments along with more phased implementation of infrastructure projects and 2) the use of experienced consultants to manage the projects.

### **Goals for Improvement**

Staff has identified the following goals for improvement:

1. Continue to look for training opportunities to support knowledge gain to increase grant management skills and CDBG knowledge for County staff.
2. Use consultants to improve project performance and complementwith limited CDBG staff expertise or time.
3. Increase knowledge of internal Travis County systems to find the fastest and most efficient ways to implement projects.
4. Fund infrastructure projects in manageable pieces.
5. Fund projects that can be completed within 12-18 months.



# Travis County

## Section II: Housing and Services for the Homeless

Consolidated Annual Performance  
and Evaluation Report (CAPER)  
Program Year 2008:  
October 1, 2008 – September 30, 2009



-Prepared by Travis County Health and & Human Services & Veterans Service

## CDBG Housing Investments

Travis County did not complete any housing units during the reporting period. The CDBG land acquisition project will purchase land for affordable housing development with housing units anticipated on the property on or before 2011. Refer to the [Status of Projects project update](#) section of this report to learn more about the specifics of the project.

The following figure, a table required by HUD, identifies the priorities [the County](#) assigned to the housing activities for renters or owners and the populations [with special needs](#) the County anticipates targeting for during the Consolidated Plan period [2006-2010](#). [The While](#) priorities and goals [were have been](#) assigned [in 2006 to housing needs, these represent estimates based with limited on available](#) data [so they only represent estimates](#). The specific type and level of need in the community is not completely known at this time.

**Figure 13: Summary of Housing Priority Needs for 2006-2010 and PY 2008 Accomplishments**

Housing Priority Needs and Accomplishments Summary					
Priority Housing Needs (Households)	5 Year Goals	PY 2006 Numbers	PY 2007 Numbers	PY 2008 Numbers	
Renter	Small Related	2	0	0	0
		1	0	0	0
		2	0	0	0
	Large Related	0	0	0	0
		1	0	0	0
		1	0	0	0
	Elderly	1	0	0	0
		0	0	0	0
		0	0	0	0
	All Other	1	0	0	0
1		0	0	0	
2		0	0	0	
Owner	20	0	0	0	
	15	0	0	0	
	31	0	0	0	
Special Needs	N/A	N/A	N/A	N/A	
Total Goals	68	0	0	0	

## Overview of Housing Services supported by Travis County

In addition to CDBG, Travis County addressed the housing needs of its residents in PY08 through diverse strategies that included the support of homeless and emergency shelters; transitional, public, assisted, and rental housing; first-time homebuyer programs and owner-occupied assistance programs. These services were either directly delivered by County departments, affiliate entities or by contracted not-for-profit agencies.

### Travis County HHS/VS Housing Services

The Travis County Housing Services performs weatherization and home repairs on houses occupied by county residents to improve energy efficiency, the physical living conditions, and safety in these homes. Funding for services comes from the Texas Department of Housing and Community Affairs, the City of Austin and the Travis County General Fund. In the reporting period, a total of 603 county residents received energy saving and emergency repair assistance. The assistance was distributed in the following manner:

- ◆ 123 low-income homeowners and renters were helped to meet energy savings through the state-funded Low Income Home Energy Assistance Program (LIHEAP) and a state-funded grant from the Department of Labor.
- ◆ 190 very-low and extremely low-income consumers were assisted through the state-funded Comprehensive Energy Assistance Program (CEAP), which replaces or repairs energy using devices such as refrigerators, air conditioners and heating systems. This activity aims to improve energy efficiency and reduce heating and cooling costs.
- ◆ 180 low-income families were helped with energy saving weatherization.
- ◆ 110 individuals received emergency assistance in the form of access ramps and equipment, limited septic system assistance, or gas, heating, and electrical assistance.

### Travis County HHS/VS Family Support Services Division

The Family Support Services (FSS) Division provides rent and mortgage assistance as well as utility assistance to stabilize housing for 30 days. Funding for services comes from the Travis County General Fund, the Federal Emergency Management Agency (FEMA), the Comprehensive Energy Assistance Program and a variety of local electric and gas utility providers. The services provided by the FSS division are reported under the Homelessness Prevention section of this report.

### Other Travis County HHS/VS Divisions

Other HHS/VS Divisions provide emergency rent or utility assistance on a smaller scale than FSS. These dollars are usually a part of a comprehensive case management program with strategic use of funds for families in need.



### Travis County Housing Finance Corporation

Through the Travis County Housing Finance Corporation (TCHFC), Travis County is engaged in a number of efforts to foster and maintain affordable housing. The Corporation provides single-family home ownership opportunities, including down payment assistance to first-time homebuyers who meet certain income requirements. In addition, the Corporation issues tax-exempt bonds to finance the construction or acquisition of multi-family apartments that must provide rental units to certain low and moderate-income families. —During the reporting period:

- ◆ 39 first-time homebuyers received forgivable loans to purchase homes outside the City of Austin. Loans were made to homebuyers whose incomes were below 80% of the Austin area median family income. The loans were in the amount of either \$10,000 or \$8,325 and were forgivable over 5 or 10 years. It is estimated that half of the loans were for homes located in the unincorporated areas of Travis County.
- ◆ Approximately 10 families who purchased a home in Travis County received 30-year fixed rate mortgages and a 4% down payment grant.
- ◆ Approximately 350 families received information about programs in Central Texas to assist them in purchasing a home and 50 families received home buyer education classes.
- ◆ Constructed a Visitation Center at the state jail in Eastern Travis County. The Visitation Center was donated to the State of Texas and its cost was \$271,370.72. The Center provides shelter and play areas for families waiting to visit inmates at the prison.
- ◆ Donated \$20,000 to Frameworks CDC to provide foreclosure counseling to Travis County residents who do not live in the City of Austin. Approximately 10 families were assisted in PY08~~09~~ who live in the unincorporated parts of the County.

### The Housing Authority of Travis County

The Housing Authority of Travis County (HATC) manages three public housing sites, a Section 8 Housing Choice Voucher Program, three Shelter Plus Care Projects and a Lease-Purchase program.

The public housing sites have a total of 105 housing units while the Shelter Plus Care projects provides rental assistance for homeless people with chronic disabilities in the Austin-Travis County area. The program utilizes integrated rental housing and flexible and intensive support services to promote community tenure and independence. These Public Housing and Shelter Plus sites are all located in the incorporated areas of the county.

In the unincorporated areas, HATC administers the Section 8 Housing Choice Voucher Program, assisting very low income, disabled and elderly families or individuals. HATC also operates a Lease-Purchase program<sup>7</sup> to provide homeownership opportunities for prospective

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homebuyers who can afford monthly mortgage payments, but do not have funds for a down payment and/or closing costs or the credit standing to qualify for a loan.

**Barriers to Affordable Housing**

Many factors impact affordability of the housing stock in the unincorporated areas of Travis County. The high cost of living and the demand for land and housing create a lack of affordable housing for very low- and low-income households. Outlined below are the barriers to affordable housing identified through the 2006-2010 Consolidated Plan's needs assessment, housing market analysis, provider forum and surveys, consultations and public hearings.

**Lack of Funding for Affordable Housing**

Travis County's Housing Finance Corporation currently has funding and programs in place to increase affordable home ownership through first-time homebuyers down payment assistance and bond programs. While this funding creates opportunities to increase housing affordability, poor credit scores and other factors make it difficult for low to moderate-income families to qualify for mortgage loans.

The majority of Travis County residents with a housing cost burden are renters. Not enough funding exists to subsidize renters to make rents more affordable.

**High Cost of Housing, Land and Infrastructure**

The high cost of housing, land and infrastructure makes homeownership and rents unaffordable to many of Travis County's low-income families. For residents with low- to moderate-income, the availability of homes at affordable prices is dwindling. The execution of the land acquisition project will assist in addressing this barrier.

**Building Codes, Zoning Provisions, Growth Restrictions and Fees**

At this time, Travis County does not have any building codes, zoning provisions or growth restrictions in the unincorporated areas. This is largely a function of state statutes that place significant limits on the authority of counties to regulate or restrict development. While less restrictions, codes and provisions initially increase affordable development, it also increases the likelihood for substandard housing and other unsuitable living conditions throughout the unincorporated areas. The Travis County Commissioners Court is currently exploring ways the county can expand its land use authority in the unincorporated areas.

## **Environmental Regulations**

Several state and federal regulations exist to protect the environment including the Endangered Species Act, the National Pollutant Discharge Elimination System and the Wetland regulations. Texas rules include regulation for the installation of septic systems and for development over the Edwards Aquifer. These regulations may increase costs for development, affecting affordability. When possible, land identified for purchase will target areas where environmental costs will not substantially increase the cost of housing.

## **Addressing Barriers to Affordable Housing**

Refer to previous section to see Travis County's investments in promoting affordable housing.

## **Impediments to Fair Housing Choice**

HUD has a commitment to eliminate racial and ethnic segregation, physical and other barriers to persons with disabilities, and other discriminatory practices in the provision of housing. HUD extends the responsibility of affirmatively furthering fair housing to local jurisdictions through a variety of regulations and program requirements.

As an entitlement county receiving CDBG funds from HUD, Travis County must fulfill its fair housing responsibilities by developing an analysis of impediments to fair housing choice and by taking actions to overcome the identified impediments. Given the County's limited history administering the grant (since October 2006), the complexities of conducting a thorough analysis, and the limited staff resources, the CDBG office of Travis County developed a preliminary analysis to lay the ground for a more comprehensive analysis to be conducted by a consultant with PY08 funds. The scope of work and request for proposals for the analysis of impediments are currently being drafted.

The preliminary analysis highlights the impediments identified by the City of Austin in the analysis they published in February, 2005. Since much of the analysis conducted by the city, used county data, the impediments can be expected to hold in other areas of the county including non-incorporated areas. The identified impediments are the following:

- Lack of accessible housing to meet the need of the disabled community throughout the county
- Lack of affordable housing
- Discrimination of minorities in housing rental and sales market
- Misconception by property managers concerning family occupancy standards
- Predatory lending practices

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- Disparity in lending practices
- Failure of mortgage lenders to offer products and services to very low-income and minority census tracts people
- Insufficient financial literacy education
- Insufficient income to afford housing

The analysis of impediments that will be conducted with PY08 funds will reveal to what extent the impediments mentioned are applicable to the county as a whole as well as any other impediments that might be unique to the unincorporated areas. The analysis will also include a specific fair housing action plan to address those impediments.

Travis County currently addresses fair housing issues in the following manner:

- The CDBG webpage on the Travis County website now has a page focused solely on fair housing and referrals to report fair housing violations.  
[www.co.travis.tx.us/health\\_human\\_services/CDBG/FairHousing/fair\\_housing.asp](http://www.co.travis.tx.us/health_human_services/CDBG/FairHousing/fair_housing.asp)
- A TV ad is continuously run by the Travis County television channel referring those that have felt they have experienced housing discrimination to contact the CDBG office for further information.
- Part of the CDBG investments are aimed to increase affordable owner housing.
- CDBG and Travis County General Fund investments are made in basic needs and case management which can address issues such as financial literacy, underemployment, and access to federal benefits. All of these areas can help residents with opportunities to increase their income and their access to housing.
- Funding of social services from the Austin Tenant's Council (ATC) and Texas Rio Grande Legal Aid, Inc. ATC provides information about housing rights and advocacy to protect the housing rights of low income and minority residents of Travis County. Texas Rio Grande Legal Aid, Inc. provides legal assistance to obtain or preserve safe, decent, and affordable housing for clients facing eviction and/or homelessness. During the program year over \$150,000 was invested in County General Funds which provided service to over 10,000 people.
- The Family Support Services Division, which operates within HHS/VS, addresses issues of possible fair housing discrimination by referring clients to these organizations.

In spite of these efforts, the County needs to develop a comprehensive action plan to identify and address all of the impediments. The Analysis of Impediments study will allow the County to target efforts to reduce discrimination and barriers to affordable housing through advocacy, policy change and strategic investments.

## Homelessness

### Planning Efforts to End Homelessness

Travis County is a member of the Ending Chronic Homelessness (ECHO) Coalition whose mission is to identify specific strategies and oversee ongoing planning and implementation of a plan to end chronic homelessness in Austin and Travis County. The coalition is comprised of four committees: Planning & Evaluation, Prevention, Exiting, and Event/Community Education. These committees in turn have subcommittees. Regular monthly meetings for each committee/subcommittee are held, and plenary meetings for all ECHO members are held quarterly.

Travis County CDBG staff joined ECHO's Planning and Evaluation Committee during PY07 and since then has participated in a number of subcommittees including the Count and Survey sub-committee in charge of the annual homeless count, the Continuum of Care (CoC) Subcommittee and the Independent Review Team that reviews and ranks CoC applications and provides feedback to contracting agencies. Refer to the section on HUD Continuum of CARE (CoC) Funding for further details on CoC.

### Homeless Services

During the 2008 program year, Travis County did not target the use of CDBG funds toward homeless efforts. However, Travis County invested \$248,119 in general fund dollars via contracts with social service providers targeting the homeless persons in conjunction with the Austin/Travis County ESG grant administration and the Austin/Travis County Plan to End Chronic Homelessness. Services provided include:

- ◆ 908 unduplicated clients received case management
- ◆ 48 unduplicated clients received supportive housing
- ◆ 4,791 adults and children received shelter
- ◆ 188 adults and children were placed in transitional housing
- ◆ 115,950 bed/nights were offered for emergency shelter.

### Homelessness Prevention

A variety of homelessness prevention efforts are made through the Travis County General Fund and other grant sources. HHS/VS invests funds through its Family Support Services Division (FSS) to address housing stability issues including rent, mortgage and utility assistance. During the reporting period, FSS provided over \$ 3,800,000 of General Fund and grant assistance dollars to:

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- ♦ 9,347 individuals with emergency rent/mortgage payments to stabilize housing for 30 days
- ♦ 20,632 individuals with utilities to resolve an energy crisis and maintain housing.

HHS/VS invests additional dollars through social service contracts focusing on housing stability.

**HUD Continuum of CARE (CoC) Funding**

Continuum of Care is a funding mechanism by which HUD awards through a national competition grants for the Supportive Housing Program (SHP), Shelter Plus Care (S+C) and the Section 8 Moderate Rehabilitation Single-Room Occupancy (SRO) Program to states, localities and non-profits organizations.

The SHP program provides funding for the development of transitional housing for homeless individuals with disabilities. The S+C program provides rental assistance for homeless people with chronic disabilities (usually severe mental illness, HIV/AIDS, and chronic drug and/or alcohol dependency). All grantees are required to match their federal funding for rental assistance with equal funding for supportive services. The SRO program provides project-based rent subsidies for occupants of single-room occupancy facilities that have undergone moderate rehabilitation.

The Austin/Travis County received approximately \$5 million in HUD Continuum of Care (CoC) funding for the 2008/2009. Part of the funding will focus on projects that qualify as part of the SHP program while the other part will target projects under the S+C programs. Additionally, the CoC received a Samaritan bonus to increase funds for permanent supportive housing.

**HOME/ American Dream Down Payment Initiative (ADDI)**

Travis County does not receive HOME or ADDI funds at this time.

**Emergency Shelter Grant**

Travis County does not receive Emergency Shelter Grant funds at this time.

**Addressing "Worst Case" Housing Needs**

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Addressing the housing needs of persons with disabilities and households who live at or below 50% of the Median Family Income (MFI) is critical to ensuring a viable community. HUD defines households with worst case needs as unassisted renters with incomes below 50% of the local area median income who pay more than half of their income for housing or live in severely substandard housing.

**CDBG Efforts**

The implementation of the FSS Social Work program this year provided data to demonstrate the housing needs. More than half of the households served thus far, identified having a housing problem (either in need of housing or requiring major housing repairs). The land acquisition project funded with CDBG dollars will purchase land for affordable housing development for families at or below 80% of median family income, including families with very low~~very low~~ income (30% MFI) and low-income (50% MFI)~~families~~. Housing units will be built on the property on or before 2011.

**Travis County Efforts**

The County addresses worst case housing needs in a variety of ways including targeted investments to low income persons. Additionally, Travis County Housing Services performs weatherization and home repairs on houses occupied by county residents to improve energy efficiency, the physical living conditions, and safety in these homes. As pointed out in an earlier section of this report, during the PY08, a total of 603 county residents received energy saving and emergency repair assistance.



# Travis County

## Section III: Non- Housing Community Development and Other Actions

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## Non-Housing Community Development Investments

Non-Housing Community Development projects include infrastructure, public facilities and public service projects. Out of these three categories Travis County identified infrastructure and public services in their high priorities for the 2006-2010 period. Within the infrastructure category, water and wastewater projects and street improvement projects were prioritized. For public services, youth services and "Other Public Service Needs" were prioritized. Other public service needs encompasses most public services except youth services, senior services, employment training, child care services, transportation services, substance abuse services, health services and lead hazard screening.

**Figure 14: Community Development Priorities Identified for the 2006-2010 Consolidated Plan and Program Years 2006 -2008**

Area of Priority	Priority Need Level for the 2006 – 2010 period	Projects for PY 06, 07 & 08	Dollars to Address Needs*	Dollars Spent in PY 2006	Dollars Spent in PY 2007	Dollars Spent in PY 2008
<b>Infrastructure</b>						
Water/Sewer Improvements	High	√	\$2,500,000	\$ 0	\$72,297.55	\$127,702.45
Street Improvements	High	√	\$1,500,000	\$ 0	\$ 0	\$177,868.99
<b>Public Service Needs</b>						
Youth Services	High	√	\$250,000	Funds were Relocated	NA	NA
Other Public Service Needs	High	√	\$500,000	\$ 0	\$27,010.28	\$64,293. <del>255</del> <u>0</u>

\* "Dollars to Address Needs" refers to how many dollars it would take to make the problem "go away." This concept is part of a table that is required by HUD. The numbers listed under the "Dollars to Address Needs" are vague estimates ~~that were~~ made in 2006 ~~with limited data, and as such they~~at do not necessarily represent actual figures.

During the past three years, ~~CDBG dollars in c~~Community ~~d~~Development CDBG dollars have been allocated to support the improvement of a water delivery system, the improvement of substandard roads and the planning of water and wastewater projects. Refer to the figure below for a summary of CDBG investments in community development for 2006-2008.

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**Figure 15: Overview of Travis County  
CDBG Investments in Community Development**

<b>Table 2B: Community Development Needs/Projects</b>		
<b>Community Development Needs/Projects</b>	<b>Priority Need Level</b>	<b>Budgeted in PY06, PY07 &amp; PY08</b>
<b>INFRASTRUCTURE</b>		
<del>—</del> Water Improvements PY06	High	\$-200,000
<del>—</del> Street Improvements PY 06	High	\$-388,659
<del>—</del> Street Improvements PY 07	High	\$-500,000
	<b>Total Infrastructure</b>	<del>\$</del> 1,088,659
<b>PUBLIC SERVICE</b>		
Other Public Service Needs PY 07	High	<del>\$</del> -64,000
Other Public Service Needs PY 08		<del>\$</del> 64,788
	<b>Total Public Service</b>	<del>\$</del> 128,788
<b>ECONOMIC DEVELOPMENT</b>		
	Low	<del>\$</del> 00
<b>PUBLIC FACILITY</b>		
	Medium and Low	<del>\$</del> 00
<b>PLANNING</b>		
<del>-</del> Water/Wastewater Improvement <del>-</del> Planning PY 07	Not applicable	\$ 88,727
Water/Wastewater Improvement <del>-</del> Planning PY 08	Not applicable	\$ 108,704
	<b>Total Planning</b>	\$ 197,431
<b>TOTAL CDBG Dollars Invested in Community Development:</b>		<b>\$ 1,414,878</b>

In addition to CDBG projects, the County's infrastructure department, Transportation and Natural Resources, conducts community development activities in the form of public parks, bridge and drainage projects, storm water management, road maintenance, onsite sewage facilities, transportation planning, and various other projects, totaling approximately \$70,639,854 in PY 2008.

#### **Water and Wastewater Needs**

During the last three years, residents have repeatedly presented w~~Water and -and-~~astewater related issues as a major community need~~needs have been a recurring need brought up by~~

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~~residents during the last three years in the CDBG public hearings held.~~ As a result of lowering water tables, as well as the development occurring in the South and East areas of the County, families are experiencing a shortage of water in their wells. Some families have to truck in water, while others go without this needed resource. The public infrastructure needed to resolve neighborhoods' access to water is costly and requires strategic planning and the creation of partnerships.

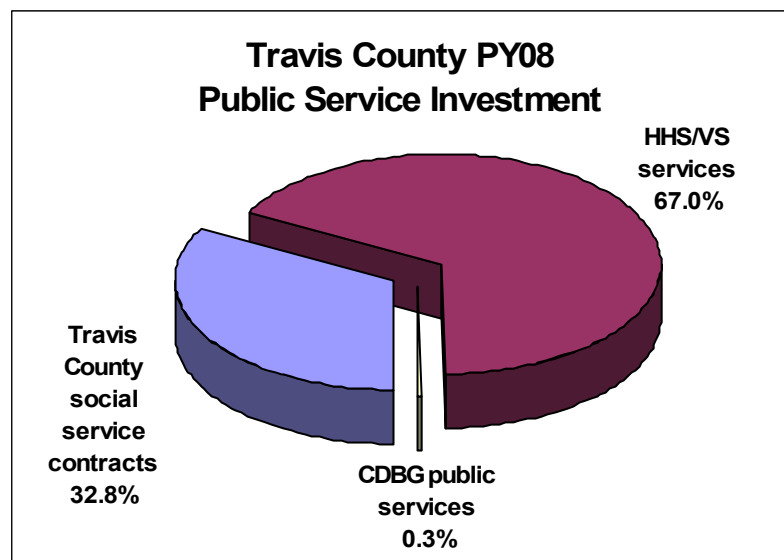
During the reporting period, CDBG funded a water/wastewater study of the neighborhoods that have self-identified a need. When completed, the study will provide the County objective and organized data to determine next steps. The planning will also assist in the development of opportunities to leverage funds with public and private dollars to address identified needs.

## Anti-Poverty Strategy

Travis County's lead agency for administering CDBG funds is the Health and Human Services & Veterans Service Department, whose mission is "to work in partnership with the community to promote full development of individual, family, neighborhood, and community potential." The vision of HHS/VS is "optimizing self-sufficiency for families and individuals in safe and healthy communities." Both the mission and vision of HHS/VS are essentially aimed at preventing and ameliorating conditions of poverty in the County.

Travis County operates a number of anti-poverty programs that assist individuals and families on multiple fronts in transitioning from crisis to self-sufficiency. The County carries out its anti-poverty programs both through the direct delivery of services managed by the ~~HHS/VS Health and Human Service and Veteran Service~~ Department and by purchasing services from private and not-for-profit agencies in the community. In addition to the provision of direct services, Travis County continually assesses the poverty and basic needs of county residents, works with stakeholders in facilitating anti-poverty efforts, and supports public policy initiatives that prevent and ameliorate conditions of poverty.

HHS/VS contracts annually with over 40 non-profits in the form of social service contracts. During the 2008 program year \$8,352,643 ~~w~~ares spent through social service contracts. In addition, during the 2008 program year the ~~Health and Human Services & Veterans Service Department~~



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~~(HHS/VS Department) provided \$17,059,923 in direct public services. The following figure summarizes Travis County Public Service Investments during program year 2008, broken down by the percentages of Travis County public service investments in PY08 broken down by those services contracted out, the CDBG investments and the direct investments those delivered with CDBG funds and those delivered by HHS/VS.~~

HHS/VS began to develop a formal anti-poverty strategy during the 2006 program year. A committee made up of HHS/VS employees from across different divisions met to discuss the development of an anti-poverty strategy led by CDBG staff. In PY09, work will continue to further the development of an official anti-poverty strategy.

CDBG is funding an expansion of a social service program in the unincorporated areas. Through this program, many clients have manifested multiple needs related to housing, health, income and lack of basic services. Housing needs seems of particular importance with more than half of the clients served identifying as a major concern, the lack of affordable housing, or the lack of income to maintain a home. In addition, more than half of the clients served so far identified a lack of basic services nearby as a major obstacle. Additionally, about 20% of the households served have been involved with Adult Protective or Child Protective Services during service provision demonstrating the level of case management need and level of intensity of the cases.

The needs of the residents in the unincorporated areas have not been studied and quantified as much as those that live within the city limits. The work of the social services program will continue to identify those needs and will serve as a starting point for a more thorough needs assessment to be conducted during the development of the next CDBG Consolidated Plan.

### **Non-Homeless Special Needs**

HUD identifies non-homeless special needs populations as elderly, frail elderly, those with severe mental illness, the developmentally disabled, the physically disabled, persons with alcohol and other drug addictions, victims of domestic violence, and persons living with HIV/AIDS. Over the five-year strategic direction of the 2006-2010 Consolidated Plan, no specific goals for CDBG are targeted to address non-homeless special needs.

Travis County's HHS/VS provides services to special needs populations through direct services as well as social service contracts and inter-local agreements with other governmental organizations. Travis County HHS/VS invests in different programs to address public health, substance abuse, indigent health, and mental health needs.

### **Services for Elderly & Frail Elderly**

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Travis County funded \$169,840 dollars worth of services to the elderly and frail elderly through social service contract investments during the reporting period. Services provided include in-home care services, bill payer services, meals, and case management. In-home services included assistance with personal hygiene tasks as well as housekeeping, while bill payer services included assistance with finances and money management. There were:

- ◆ 4,859 unduplicated clients served
- ◆ 648,369 prepared meals provided
- ◆ 832 unduplicated clients received case management services
- ◆ 168 individuals received in-home services.

**Services for Persons with Physical Disabilities or Developmental Delays**

-Through social service contract investments during the reporting period, Travis County funded \$222,859 dollars worth of services for persons with physical disabilities and developmental delays. Services centered around employment and job-readiness, case management, early childhood intervention, basic needs assistance, and social/recreational opportunities. —A total of 956 unduplicated children and adults were served during the reporting period.

**Services for Victims of Domestic Violence**

Travis County funded \$194,077 dollars worth of services for persons experiencing abuse, neglect, domestic violence, and sexual assault through social service contract investments in ~~the 2009 Fiscal Year (PY08)~~ during the reporting period. -Services centered around advocacy, crisis management, emergency shelter, transitional housing, and counseling. Approximately 28,164 days of shelter and 789 unduplicated adults and children received services during the reporting period.

**Services for Persons Living with HIV/AIDS**

In PY08, Travis County funded \$235,422 dollars worth of services for persons living with HIV/AIDS (PLWA) through social service contract investments. Services centered around advocacy, crisis management, emergency shelter, transitional housing, and counseling. A total of 13,718 persons received services including case management, primary medical care retention, client advocacy, medication adherence assistance, food bank assistance, nutritional counseling, home health, prevention, and support groups. —Additionally, Travis County provided other services through health and public health inter-local agreements.

**Lead-Based Paint**

During PY08, the CDBG office began developing a lead-based paint procedures manual for guiding the implementation of the home rehabilitation project. Prior to contracting for the owner occupied rehabilitation program, the County will finish the manual and follow its

~~DRAFT~~ Travis County Program Year 2008 CAPER-

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guidelines to comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September, 1999. The procedures will include notification, identification, and treatment, if necessary.

HHS/VS Housing Services Division, which receives funds through State grant funds and the Travis County General Fund, provides limited lead-based paint remediation on houses built before 1978 where small holes in the wall or similar acts that could cause additional possible lead exposure are made. --The Housing Services Division did not conduct any lead based paint remediation during the 2008 program year.

### **Specific HOPWA Objectives**

Travis County does not receive HOPWA funds at this time.

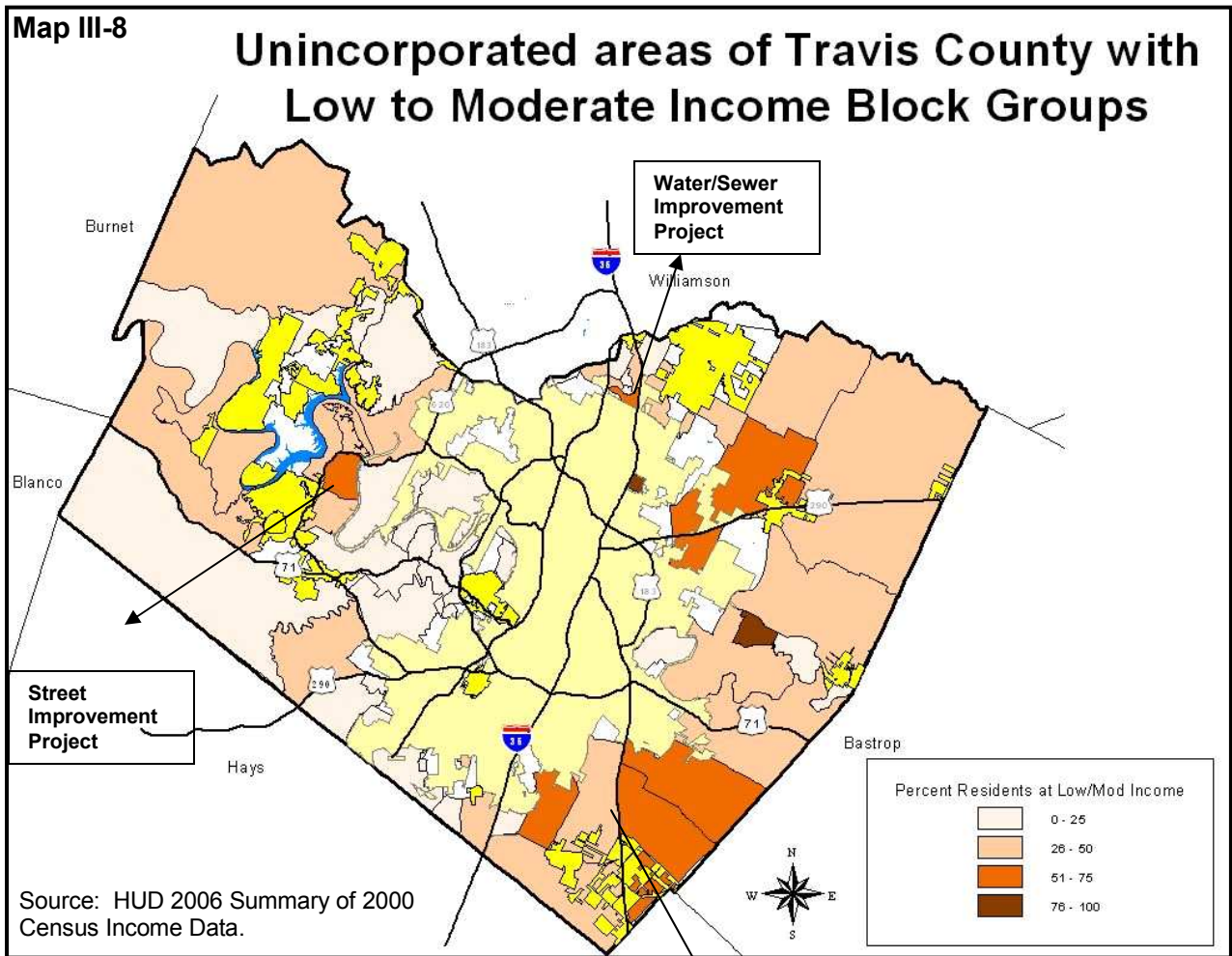


# Travis County

## Appendix A: Maps

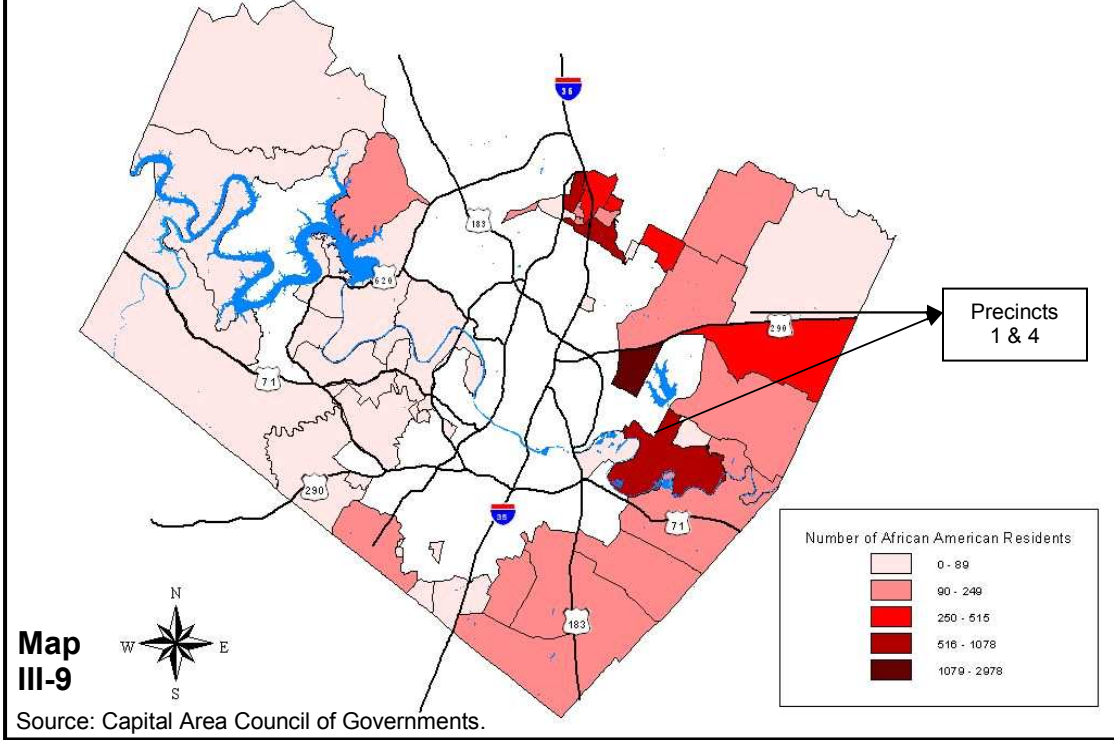
Consolidated Annual Performance  
and Evaluation Report (CAPER)  
Program Year 2008:  
October 1, 2008 – September 30, 2009



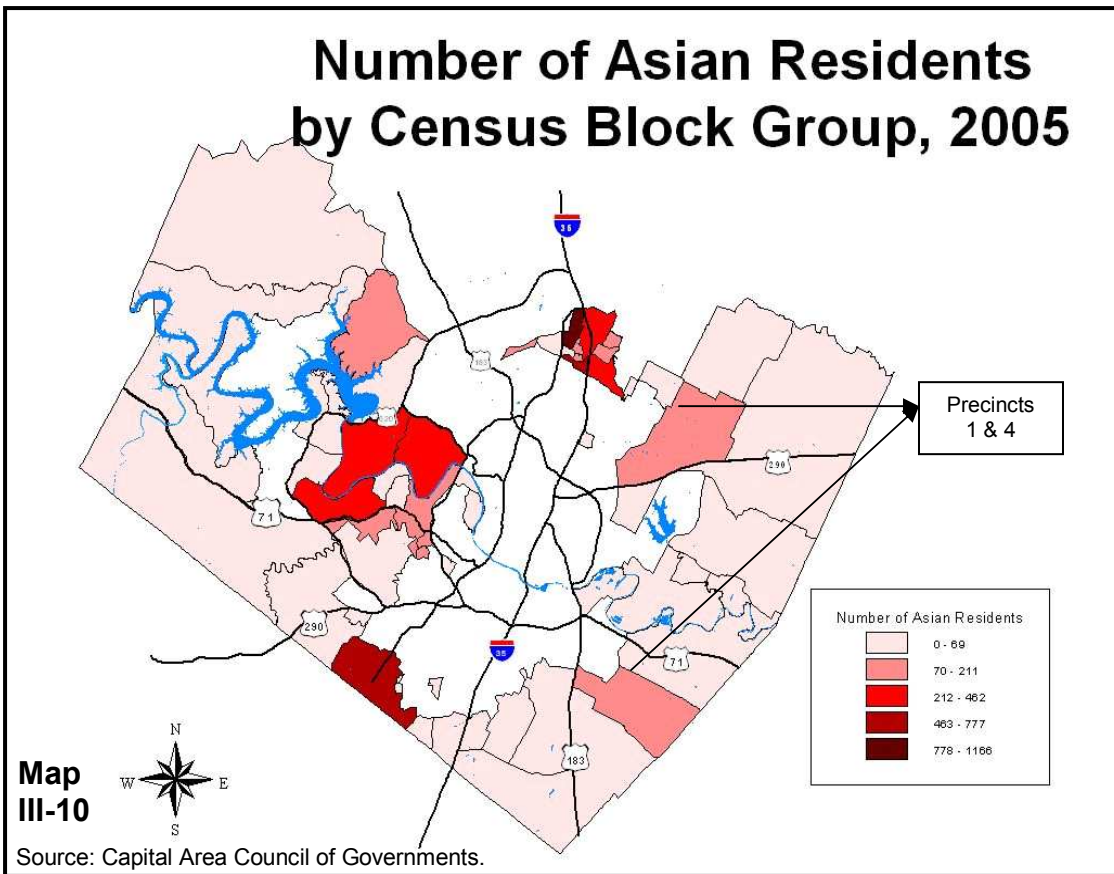


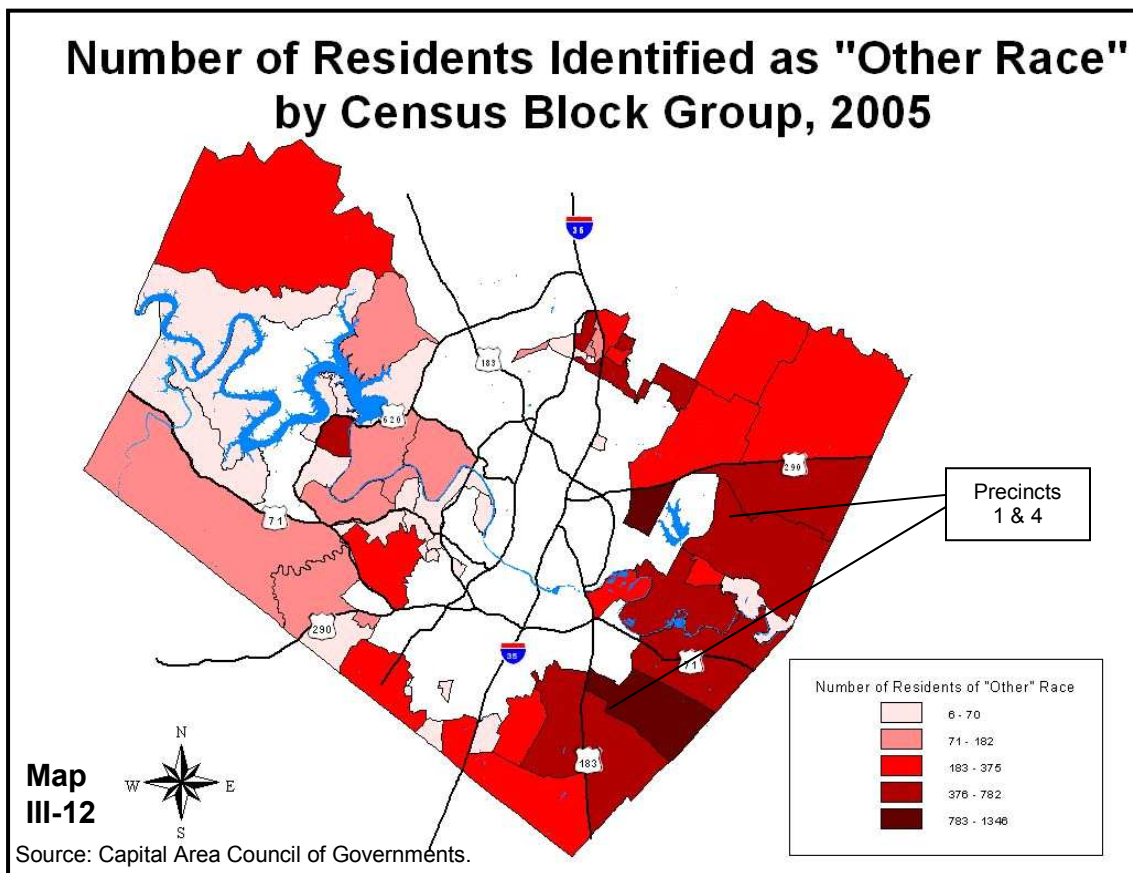
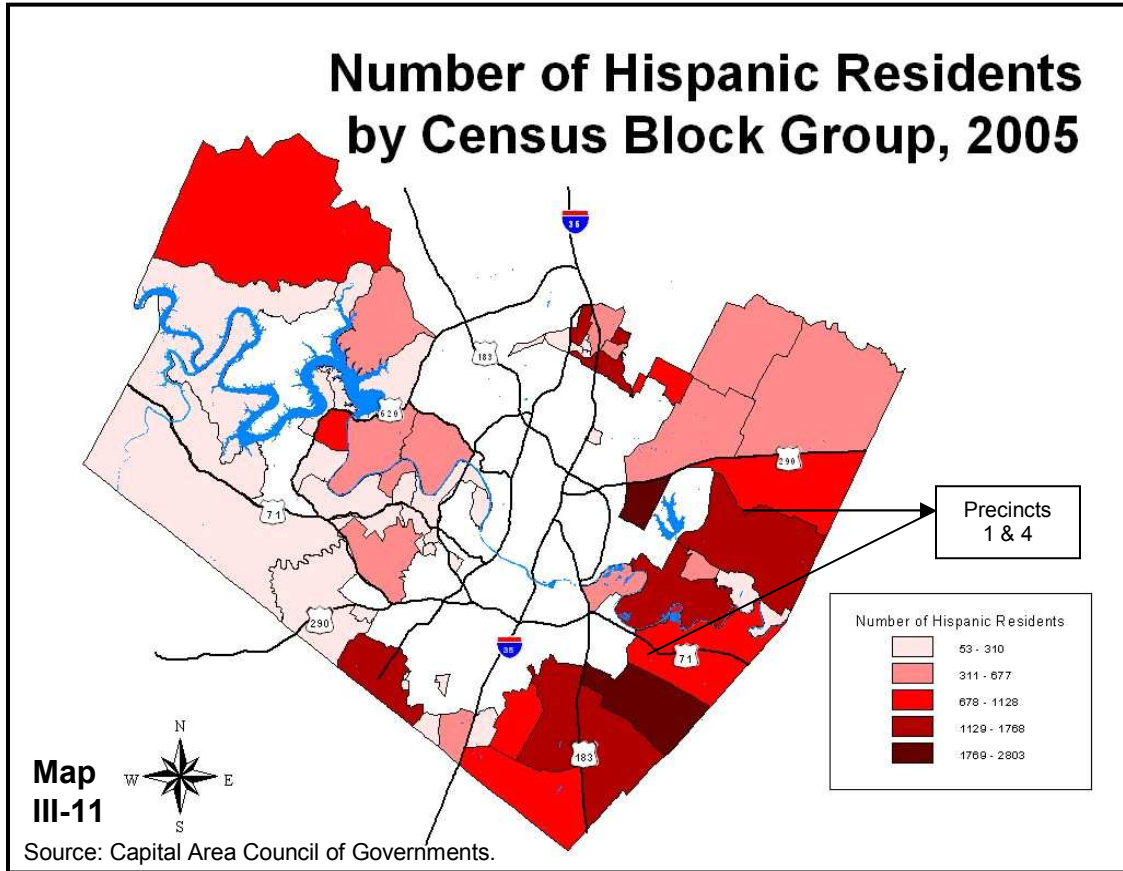


## Number of African American Residents by Census Block Group, 2005



## Number of Asian Residents by Census Block Group, 2005







# Travis County

## Appendix B: Public Engagement

Consolidated Annual Performance  
and Evaluation Report (CAPER)  
Program Year 2008:  
October 1, 2008 – September 30, 2009



-Prepared by Travis County Health & Human Services & Veterans Service

*Attachment A*

**Travis County  
Community Development Block Grant (CDBG) Program  
Public Notice: Invitation to Comment on the  
Draft of the Program Year 2008 CDBG Annual Report**

As part of Travis County's ongoing public engagement related to its Community Development Block Grant (CDBG) Program, Travis County will make available to the public its Program Year 2008 CDBG annual report known as the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER covers a period from October 1, 2008 to September 30, 2009, and describes progress made in carrying out the CDBG projects. This report will be submitted to the U.S. Department of Housing and Urban Development to meet federal requirements.

#### **Comment Period and Draft Document**

Comments will be accepted for 15 days beginning December 2, 2009 at 8:00 a.m. and ending December 16, 2009 at 5:00 p.m. Beginning December 2, 2009, a draft document will be available for download on the Travis County CDBG page [www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG) or available for review at any of the seven Travis County Community Centers:

South Rural Community Center	3518 FM 973, Del Valle
Travis County Community Center	15822 Foothills Farm Loop, Bldg D, Pflugerville
West Rural Community Center	8656-A Hwy 71 W., Suite A, Oak Hill
Northwest Rural Community Center	18649 FM 1431, Jonestown
East Rural Community Center	600 W. Carrie Manor, Manor
Palm Square Community Center	100 N. IH-35, Suite 1000, Austin
Post Road Community Center	2201 Post Road, Suite 101, Austin

#### **Public Hearings**

The public can provide their comments by attending a Public Hearing scheduled for Tuesday, December 8, 2009 at 9:00 a.m. at Travis County Granger Building, Commissioners Courtroom, 314 W. 11th St, Austin, TX.

#### **Mailing Comments**

The public can also mail their comments to: CDBG Program, Travis County, HHSVS P.O. Box 1748, Austin, TX 78767 or or e-mail them to Christy Moffett at [christy.moffett@co.travis.tx.us](mailto:christy.moffett@co.travis.tx.us) .

~~DRAFT~~ Travis County Program Year 2008 CAPER-

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*Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 854-3460 for assistance.*

*Attachment B (Advertisement in Spanish)*

**Condado de Travis**  
**Programa de Subsidios Globales para el Desarrollo Comunitario (CDBG)**  
**Aviso Público: Invitación para Comentar sobre el Informe Anual**  
**del Programa CDBG para el Año Programático 2008**

Como parte del proceso continuo de participación ciudadana dirigido por el Condado de Travis en relación al Programa de Subsidio Globales para el Desarrollo Comunitario (CDBG por sus siglas en inglés), el Condado de Travis pondrá a la disponibilidad del público, un borrador del Informe Anual Consolidado de Desempeño y Evaluación (CAPER) del programa CDBG.

El informe de desempeño cubre el período del 1° de Octubre de 2008 al 30 de Septiembre de 2009, y describe los avances de los proyectos CDBG. Conforme a lo establecido por los requisitos federales del programa CDBG, el informe será presentado ante el Departamento de Vivienda y Desarrollo Urbano de EE.UU.

**Periodo de Comentario y Documento Preliminar**

Los comentarios públicos se aceptarán por un período de 15 días a partir del 2 de Diciembre de 2009 a las 8:00 a.m. hasta el 16 de Diciembre de 2009 a las 5:00 p.m. La versión preliminar del informe estará disponible para ser revisado a partir del 2 de Diciembre de 2009 en la página web [www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG) o en los siguientes centros comunitarios:

Centro Comunitario Rural del Sur	3518 FM 973, Del Valle
Centro Comunitario del Condado de Travis	15822 Foothills Farm Loop, Bldg D, Pflugerville
Centro Comunitario Rural del Oeste	8656-A Hwy 71 W., Suite A, Oak Hill
Centro Comunitario Rural del Noroeste	18649 FM 1431, Jonestown
Centro Comunitario Rural del Este	600 W. Carrie Manor, Manor
Centro Comunitario de Palm Square	100 N. IH-35, Suite 1000, Austin
Centro Comunitario de Post Road	2201 Post Road, Suite 101, Austin

**Audiencia Pública**

El público puede suministrar sus comentarios asistiendo a una Audiencia Pública planificada para el Martes 8 de Diciembre de 2009 a las 9:00 a.m. en la Sala de la Corte Comisionada ubicada en el Edificio Granger del Condado de Travis, en la dirección 314 W. 11th St, Austin, TX.

**Envío de Comentarios**

El público puede enviar sus comentarios por correo postal a la dirección: CDBG Program, Travis County HHSVS P.O. Box 1748, Austin, TX 78767 o por e-mail a Christy Moffett al correo electrónico [christy.moffett@co.travis.tx.us](mailto:christy.moffett@co.travis.tx.us)

~~DRAFT~~ Travis County Program Year 2008 CAPER-

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*El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. Al solicitarlo, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. Si necesita ayuda, por favor llame al 854-3465.*

*Attachment C*  
*Summary of Public Comments*

No written comments were received during the public comment period nor wereas any testimony presented at the public hearing.  
~~Comments received during the public comment period will be added in this section.~~





# Travis County

## Appendix C: IDIS Reports

Consolidated Annual Performance  
and Evaluation Report (CAPER)  
Program Year 2006  
October 1, 2006 – September 30, 2007



**The following reports will be added to the final report:**

Attachment A: CDBG Financial Summary Report (CO4PR26)

Attachment B: Program Year 2007 Summary of Accomplishments (CO4PR23)

Attachment C: Summary of Consolidated Plan Projects

Attachment D: CDBG Activity Summary Report for Program Year 2007 (CO4PR03)

**BUDGET AMENDMENTS AND TRANSFERS****FY 2010**12/22/2009**AMENDMENTS**

<b>BA#</b>	<b>Project Code</b>	<b>FUND</b>	<b>DEPT/DIV</b>	<b>ACT</b>	<b>ELM/ OBI</b>	<b>Dept.</b>	<b>Line Item</b>	<b>Increase</b>	<b>Decrease</b>	<b>Pg #</b>
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 16,000	1
		001	1405	525	8105	Facilities	Buildings	\$ 16,000		
A2		001	9800	981	9891	Reserves	CAR Reserves		\$ 2,215	3
		001	1415	821	5004	Facilities	Reprs-Bldg Struct & Equip	\$ 2,215		
A3		001	9800	981	9892	Reserves	Allocated Reserves		\$ 325,000	5
		001	1405	525	8105	Facilities	Buildings	\$ 325,000		
A4		001	9800	981	9891	Reserves	CAR Reserves		\$ 29,995	6
		001	4931	828	8165	TNR	Purch Svc Infrastructr SW	\$ 29,995		

**TRANSFERS**

<b>BA#</b>	<b>Project Code</b>	<b>FUND</b>	<b>DEPT/DIV</b>	<b>ACT</b>	<b>ELM/ OBI</b>	<b>Dept.</b>	<b>Line Item</b>	<b>Increase</b>	<b>Decrease</b>	<b>Pg #</b>
T1		001	3302	568	0712	Cons. Pct. 3	POPS Salaries		\$ 7,000	9
		001	3201	567	0801	Cons. Pct. 2	Reg Salaries-Temp Empl	\$ 7,000		
T2		001	3202	567	0712	Cons. Pct. 2	POPS Salaries		\$ 11,520	9
		001	3201	567	0801	Cons. Pct. 2	Reg Salaries-Temp Empl	\$ 11,520		

### Budget Adjustment: 19739

Fyr \_ Budget Type: 2010-Reg

Author: 14 - CARR, JOHN

Created: 12/9/2009 1:38:54 PM

PBO Category: Amendment

Court Date: Tuesday, Dec 22 2009

Dept: RESERVES

Just: Other

Earnest and closing cost funding for purchase of Airport Boulevard property. CC action item 36 on

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			16,000
To Account		Project		Amount
001-1405-525-8105	BUILDINGS			16,000
				16,000

Approvals	Dept	Approved By	Date Approved
Originator	14	JOHN CARR	12/9/2009 01:39:22 PM
DepOffice	14	JOHN CARR	12/9/2009 01:39:32 PM
DepOfficeTo	14	JOHN CARR	12/9/2009 01:39:41 PM

PBO concurs. 12/10/09

*Darlene*

*Requester/Relis 12/17/09*

RECEIVED



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No: Real Estate

File: 102

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

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

FROM: John F. Carr, Administrative Director

DATE: December 9, 2009

SUBJECT: Funding Issue – 5325 Airport Boulevard, Austin, Texas

Facilities Management Department (FMD) requests your assistance in obtaining funding for anticipated closing cost and earnest money for the purchase of the property at 5325 Airport Boulevard. On December 8, 2009, item # 36, the Commissioners Court authorized the County Attorney's Office to prepare the appropriate purchase agreement. FMD is therefore requesting the approval to reallocate \$16,000 from allocated reserves to provide \$15,000 for earnest money and \$1,000 for closing costs. A budget adjustment #19739 has been entered to reflect these requested reallocations.

Please include this item for Commissioners Court consideration on December 22, 2009. Your assistance in appreciated. Direct any questions to Roger at 44579 or John at 44772.

COPY TO:

Amy Draper, CPA, Financial Manager, FMD  
Diana Ramirez, Senior Budget Analyst, PBO



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

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

**MEMORANDUM**

**TO:** Members of Commissioners Court

**FROM:** Diana A. Ramirez, Sr. Budget Analyst *-D Ramirez*

**DATE:** December 15, 2009

**RE:** Request from FMD for \$2,215 from CAR Reserve for Facility Security Correction

FMD is requesting \$2,215 from the CAR Reserve to correct a security issue at a Travis County facility. If Commissioners Court wishes to receive detailed information on the security issue, FMD staff will be available to discuss the details of the security issue in Executive Session.

PBO concurs with the department's request and recommends funding from the CAR Reserve. PBO is not asking the department to fund this item internally given the funding reductions implemented in FY 10 in FMD's budget.

cc: Rodney Rhoades, Leroy Nellis, Jessica Rio, Belinda Powell, PBO  
Roger El Khoury, Lloyd Evans, John Carr, Amy Draper, FMD  
Michael G. Hemby, TCSO, Security Committee

### Budget Adjustment: 19802

Fyr \_ Budget Type: 2010-Reg

Author: 14 - CARR, JOHN

Created: 12/15/2009 2:18:27 PM

PBO Category: Amendment

Court Date: Tuesday, Dec 22 2009

Dept: RESERVES

Just: Other

Security Improvements Courthouse Fire Escape Stairs

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			2,215
				2,215
To Account		Project		Amount
001-1415-821-5004	REPRS-BLDG STRUCT & EQUIP			2,215
				2,215

Approvals	Dept	Approved By	Date Approved
Originator	14	JOHN CARR	12/15/2009 02:19:18 PM
DepOffice	14	JOHN CARR	12/15/2009 02:19:23 PM
DepOfficeTo	14	JOHN CARR	12/15/2009 02:19:27 PM

*D. D'Amico 12/15/09*  
*K. J. Willis 12/17/09*

### Budget Adjustment: 19807

Fyr \_ Budget Type: 2010-Reg

Author: 14 - CARR, JOHN

Created: 12/15/2009 4:04:03 PM

PBO Category: Amendment

Court Date: Tuesday, Dec 22 2009

Dept: RESERVES

Just: Other

Per Commissioner Court action, 12/15/09.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			325,000
				325,000
To Account		Project		Amount
001-1405-525-8105	BUILDINGS			325,000
				325,000

Approvals	Dept	Approved By	Date Approved
Originator	14	JOHN CARR	12/15/2009 04:04:30 PM
DepOffice	14	JOHN CARR	12/15/2009 04:04:35 PM
DepOfficeTo	14	JOHN CARR	12/15/2009 04:04:43 PM

*Per Commissioner's Court action on Dec. 15, 2009.  
PBO concurs.*

*D. D. Ganie 12/16/09*  
*Wayne Helms 12/17/09*

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**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:** December 16, 2009

**SUBJECT:** TNR Budget Adjustments for ADA Sidewalks

TNR is requesting additional funding for a change order to the FY 09 Sidewalk Maintenance Program, totaling \$29,995. The department states that the change order is needed due to unexpected asphalt work needed on Montorro Drive to meet ADA and drainage requirements. Please see the attached departmental memo for additional information.

The department is requesting funds from the General Fund CAR Reserve. The current balance in the CAR Reserve is \$443,018. If approved, this request would reduce the CAR Reserve to \$413,023. TNR notes that it released \$51,595 originally budgeted for this project in CAR in FY 09. PBO recommends approval of this budget adjustment to complete this approved project under the originally approved budget.

cc: Joe Gieselman (TNR)  
Cynthia McDonald (TNR)  
Leroy Nellis (PBO)  
Rodney Rhoades (PBO)  
Donna Williams-Jones (TNR)



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

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

**REVISED**

December 16, 2009

**MEMORANDUM**

**TO:** Rodney Rhodes, Executive Manager, Planning and Budget Office  
*Carol B. Gieselman*  
**FROM:** Joseph P. Gieselman, Executive Manager  
**SUBJECT:** Approve a Budget Transfer from Capital Acquisition Reserves for a Change Order to Active ADA Sidewalk Contract #09K00303JW

**Proposed Motion:** Approve a \$29,995 transfer from CAR reserve account 001-9800-981-9891 for a change order to the FY 2009 Sidewalk Maintenance Program contract number 09L00303JW with Ceda Tex Services Inc.

**Summary and Staff Recommendation:** TNR is requesting that the Commissioner's Court approve a \$29,995 transfer from account 001-9800-981-9891. This transfer is for a change order to the current active ADA sidewalk contract. In FY 2009 a total of \$150,000 from CAR funding was approved for the ADA sidewalk program. A contract for \$98,405 was awarded in September 2009 and the remaining \$51,595 was released to CAR reserves. The Contractor is now requesting a \$29,995 change order due to unexpected asphalt work that will have to be done on Montorro Drive. The asphalt work is needed in order to complete the adjacent sidewalk improvements and meet ADA and drainage requirements. TNR therefore recommends approval of the \$29,995 transfer from CAR reserves.

**Budgetary and Fiscal Impact:** This will reduce the CAR reserve balance by \$29,995.

**Required Authorizations:** Planning and Budget Office.

**Exhibits:** A copy of budget adjustment number 19669 and a copy of the Contactor's change order.

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677.

DW:JPG:dw

*Handwritten initials*

Budget Adjustment: 19669

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

Author: 49 - WILLIAMS-JONES, DONNA  
 Court Date: Tuesday, Dec 22 2009

Created: 12/3/2009 1:50:14 PM  
 Dept: RESERVES

To provide budget for change order to contract 09K00303JW with Ceda Tex Inc. for ADA Sidewalk Improvements. TNR is submitting a memo to PBO so they can get Comm. Court approval of this transfer.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			29,995
				29,995
To Account		Project		Amount
001-4931-828-8165	PURCH SVC INFRASTRUCTR SW			29,995
				29,995

Approvals	Dept	Approved By	Date Approved
Originator	49	DONNA WILLIAMS-JONES	12/16/2009 12:01:08 PM
DepOffice	49	CYNTHIA MCDONALD	12/16/2009 12:12:53 PM
DepOfficeTo	49	CYNTHIA MCDONALD	12/16/2009 12:13:05 PM

*Prange Nellis 12/17/09*



Budget Adjustment: 19719

Fyr\_ Budget Type: 2010-Reg  
PBO Category: Transfer  
Just: CommCodeRq

Author: 33 - RYDEN, LORETTA  
Court Date: Tuesday, Dec 22 2009

Created: 12/8/2009 1:29:49 PM  
Dept: CONSTABLE 3

From Account	Acct Desc	Project	Proj Desc	Amount
001-3302-568-0712	POPS SALARIES			7,000
				7,000
To Account		Project		Amount
001-3201-567-0801	REG SALARIES-TEMP EMPL			7,000
				7,000

Approvals	Dept	Approved By	Date Approved
Originator	33	LORETTA RYDEN	12/8/2009 1:29:54 PM
DepOffice	33	LORETTA RYDEN	12/8/2009 1:29:55 PM
DepOfficeTo	32	BRYON CURTIS	12/8/2009 1:31:42 PM

Temp salary savings confirmed, slot ~~33~~ 37.

PBO concurs.

*R. Curtis* 12/10/09  
*Arroyo Nellis* 12/17/09

Budget Adjustment: 19688

Fyr\_Budget Type: 2010-Reg

Author: 32 - CURTIS, BRYON

Created: 12/4/2009 10:38:12 AM

PBO Category: Transfer

Court Date: Tuesday, Dec 22 2009

Dept: CONSTABLE 2

Just: Negbal

use salary savings to fund temp positions. Henry Flores salary for oct-dec. Call 46372 if you have questions.

From Account	Acct Desc	Project	Proj Desc	Amount
001-3202-567-0712	POPS SALARIES			11,520
				11,520
To Account		Project		Amount
001-3201-567-0801	REG SALARIES-TEMP EMPL			11,520
				11,520

Approvals	Dept	Approved By	Date Approved
Originator	32	BRYON CURTIS	12/4/2009 10:38:29 AM
DepOffice	32	BRYON CURTIS	12/4/2009 10:38:30 AM

Temp salary savings confirmed, slot 30.  
PBO concurs.

*[Handwritten Signature]* 12/10/09

**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
\$1,388	TNR	10/23/09	Canceled Purchase Orders
(\$2,578,800)	TNR	10/28/09	Reimbursement Resolution for Vehicles
(\$250,000)	TNR	11/17/09	Comprehensive Plan
(\$93,003)	Sheriff	11/24/09	SWAP
(\$516,000)	Juvenile Probation	12/1/09	Family Preservation Contract
<b>\$3,233,971</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
<b>(\$1,731,688)</b>	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$1,502,283</b>	<b>Remaining Allocated Reserve Balance After Possible Future Expenditures</b>

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

Amount	Dept Transferred Into	Date	Explanation
\$454,223 (\$11,205)	Sheriff	11/24/09	Beginning Balance SWAP

**\$443,018 Current Reserve Balance**

***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>	

**\$347,518 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
(\$2,161,824)	ITS	12/15/09	Computer Equipment
(\$50,000)	Tax	12/15/09	Reimbursement Resolution
(\$2,264,000)	Facilities	12/15/09	Reimbursement Resolution
<b>\$39,336,861</b>	<b>Current Reserve Balance</b>		

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**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

COUNTY JUDGE'S OFFICE

Please consider the following item for:

09 DEC 15 PM 1:45

12-22-09

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

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

- a) Permission to continue the Casey Family Programs Community and Family Reintegration Project in Health and Human Services until the contract agreement is fully executed.

Approved by:

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

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

III. Required Authorizations: Please check if applicable:

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

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

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

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

**Purchasing Office (854-9700)**

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

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

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

TRAVIS COUNTY

12/22/2009

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.*

**Permission to Continue Information**

Dept	Grant Title	Grant Period Period	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled PBO FTE Notes	Auditor's Assessment	Page #	ARRA
a 58	Casey Family Programs Community and Family Reintegration Project	1/1/2010 - 12/31/2010	\$9,726	\$9,726	\$19,452	1 R	S	9	

**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
14	American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation	12/4/2009-4/30/2011	\$2,000,000	\$360,000	\$40,000	\$2,400,000		10/27/2009
58	RSVP	10/1/2009 - 9/30/2010	\$61,281	\$6,128		\$67,409		11/24/2009
12	BJA Federal SAVNS - Courts Only	11/30/2009 - 3/31/2011	\$22,972			\$22,972		12/8/2009
49	Transportation Enhancement Program	FY 2011 - FY 2014	\$3,419,066	\$854,766		\$4,273,832		12/8/2009
37	Recovery Act - STOP Violence Against Women Act	4/1/2010 - 3/31/2011	\$10,080			\$10,080		12/15/2009
			\$5,952,861	\$1,220,894	\$40,000	\$7,213,755	0	

## 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
59	Travis County STAR Flight Equipment Enhancement	10/1/2009 - 11/30/2011	\$75,000	\$0	\$0	\$75,000		10/27/2009
39	Travis County Adult Probation DWI Court	9/1/2009 - 8/31/2010	\$210,315	\$0	\$0	\$210,315	1	11/3/2009
22	Family Drug Treatment Court	9/1/2009 - 8/31/2010	\$108,350	\$0	\$0	\$108,350	1	11/3/2009
45	Drug Court/In-Home Family Services Grant	9/1/2009 - 8/31/2010	\$157,500	\$17,500				11/10/2009
45	Residential Substance Abuse Treatment Program	10/1/2009 - 9/30/2010	\$102,888	\$34,296		\$137,184	1.58	11/10/2009
37	2009 Byrne Justice Assistance Grant - Non ARRA	9/17/2009 - 9/30/2012	\$100,000			\$100,000		11/17/2009
37	2009 Byrne Justice Assistance Grant	3/1/2009 - 2/28/2013	\$495,000			\$495,000		11/17/2009

23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County	11/09 - 8/31/2012	\$590,797		\$590,797	1.75	11/17/2009
49	Onion Creek Greenway, Phase 1 - Urban Outdoor Recreation Grant	8/21/2008 - 8/20/2011	\$1,000,000	\$1,000,000	\$2,000,000		11/17/2009
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	9/1/2009 - 8/31/2010	\$23,800	\$23,800	\$47,600		11/17/2009
58	Veterans' Employment and Training Service (Stand Down Grant)	10/24/2009 - 10/25/2009	\$7,000		\$7,000		11/17/2009
37	2007 Homeland Security Grant Program - LETPP	10/12/2007 - 2/28/2010	\$106,905		\$106,905		11/24/2009
49	Flood Mitigation Assistance - Planning Grant	8/28/2009 - 8/31/2011	\$30,000	\$10,000	\$40,000		12/1/2009
37	State Criminal Alien Assistance Program - SCAAP 09	7/1/2007 - 6/30/2008	\$988,279		\$988,279		12/15/2009
37	Human Trafficking Law Enforcement Task Force	12/1/2009 - 9/30/2010	\$20,000		\$20,000		12/15/2009
			\$15,781,742	\$2,763,511	\$119,504	\$18,489,757	9.33

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## 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	11/3/2009	Yes
45	Residential Substance Abuse Treatment	\$8,994	\$8,994	\$17,988	1	9/22/2009	11/10/2009	Yes
22	Drug Court (State) Program	\$5,084	\$5,084	\$10,168	1	10/6/2009	11/3/2009	Yes
Totals		\$19,162	\$19,162	\$38,324	3			

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Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
<b>Totals</b>		<b>\$ 3,070,731</b>	<b>\$ 1,161,189</b>	<b>\$ 5,756,217</b>	<b>\$ 2,175,626</b>	<b>\$ 2,541,220</b>	<b>\$ 1,108,627</b>	<b>\$ 2,172,470</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	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Approved Applications Pending Notification (Potential Impact)	\$ -	\$ -	\$ 5,598,723	\$ 360,000	\$ 2,649,737	\$ 101,432	\$ 330,116	\$ 176,432	\$ 246,907	\$ 223,880	\$ -	\$ 506,752
Approved Contracts	\$ 3,070,731	\$ 1,161,189	\$ 5,756,217	\$ 2,175,626	\$ 2,541,220	\$ 1,108,627	\$ 2,172,470	\$ 1,233,627	\$ 1,507,470	\$ 1,733,627	\$ 1,490,480	\$ 1,733,627
<b>Combined Totals</b>	<b>\$ 3,070,731</b>	<b>\$ 1,161,189</b>	<b>\$ 11,354,940</b>	<b>\$ 2,535,626</b>	<b>\$ 5,190,957</b>	<b>\$ 1,210,059</b>	<b>\$ 2,502,586</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>

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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**

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		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
Facilities Management	American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation. <i>Grant is for one-time capital purchases to install solar panels at the Expo Center. Grant ends in 2011, but amounts shown assume full expenditures in FY 10. Expenditures for FY 11 will be updated based on progress of the program.</i>	\$ -	\$ -	\$ 2,000,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
<b>Totals</b>		\$0	\$0	\$5,598,723	\$360,000	\$2,649,737	\$101,432	\$330,116	\$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.

### GRANT SUMMARY SHEET

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

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

Grant Title:	Casey Family Programs Community and Family Reintegration Project		
Grant Period:	From: 1/1/10	To:	12/31/10
Grantor:	Casey Family Programs		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	<b>TOTAL</b>
Personnel:			58,339			58,339
Operating:			21,661			21,661
Capital Equipment:						0
Indirect Costs:						0
Total:	\$0	\$0	\$80,000	\$0	\$0	\$80,000
FTEs:			1.00			1.00

Permission to Continue Information				
Funding Source (Account number)	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE
001-5868-611-0701	\$9,726	\$9,726	\$19,452	1

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JC	
County Attorney	<input type="checkbox"/>		

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Applicable Depart. Measures						
Total number of children and their families served	85					85
Children served will be maintained in their homes	90%					90%
(These measures are collected at the end of each fiscal year.)						
Measures For Grant						
Number of youth w/family screened for enrollment	20					20

Outcome Impact Description	Youth and family are screened to determine eligibility for services.					
Number of youth w/family enrolled	12					12
Outcome Impact Description	Youth with complex mental health needs and their families are provided with traditional and non-traditional services.					
Number of youth reintegrated into family home	5					5
Outcome Impact Description	The ultimate goal of the reintegration project is to prevent and/or reduce the out-of-home placement of youth and maintain them in their communities.					

**PBO Recommendation:**

Health and Human Services has submitted a request for a permission to continue the Casey Family Programs Community and Family Reintegration Project until the contract agreement is fully executed. The department will be transferring \$19,452 temporarily from the from their FY 10 salary budget to cover two months of personnel expenses from line item 001-5868-611-0701. The transfers include the salary and benefits cost is \$9,726 along with an additional \$9,726 that will be temporarily used as grant revenue while awaiting the contract. Expenditures will then be reclassified against the grant once the contract is approved. The department has received confirmation that the next grant term will by funded by the grantor and should have the final contract within the requested extension.

PBO recommends approval of the request to avoid a gap in service.

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

Casey Family Programs is covering the salary and benefits for a Care Coordinator to work with clients referred to the Office of Children’s Services (OCS) in Travis County Health and Human Services and Veterans Service (TCHHSVS). OCS approves these clients for mental health services provided under a contract with Austin Travis County Mental Health and Mental Retardation.

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

OCS provides office space and office equipment for the Care Coordinator.

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

There is no match required other than the office space and office equipment. OCS will find the money internally for the office space and office equipment.

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

The grant does not allow payment of indirect or administrative costs.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the

proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

OCS would still refer clients for mental health services with or without the Casey funds. Discontinuation of the grant would mean there would be one less Care Coordinator to handle referrals.

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

NA

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

The current performance measures for OCS include clients handled by the grant-funded Care Coordinator.



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

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

**DATE:** December 1, 2009  
**TO:** Members of the Commissioners Court  
**FROM:** *Sherri E. Fleming*  
Sherri E. Fleming, Executive Manager  
**SUBJECT:** Travis County Health and Human Services and Veterans Service  
Permission to Continue funding a Care Coordinator position for the  
Casey Family Programs Community and Family Reintegration  
Project

**Proposed Motion:**

Consider and take appropriate action on the request of Travis County Health and Human Services and Veterans Service to allocate \$19,452 from the General Fund to continue funding a Care Coordinator position for the Casey Family Programs Community and Family Reintegration Project until the new grant contract is executed.

**Summary and Staff Recommendations:**

Representatives from Travis County Health and Human Services and Veterans Service (TCHHSVS), the Texas Department of Family and Protective Services (TDFPS), and the Casey Family Programs (CFP) have been operating the reintegration project for approximately two years. The goal of the reintegration project is to provide a comprehensive list of traditional and nontraditional services to youth with complex mental health needs and their families at school, home, and in the community while decreasing the need for out-of-home placement. The traditional services include assessments, training, education, counseling, and basic needs. Nontraditional services include mentoring, parent coaching, enrichment activities, and respite care.

TDFPS refers clients to TCHHSVS which assigns them to a Care Coordinator who arranges for the necessary services depending on the needs of the youth. This Care

Coordinator is located at TCHHSVS but CFP provides funding for the position. The actual services are provided through a contract Travis County has with Austin Travis County Mental Health and Mental Retardation.

The \$19,452 from the General Fund will pay the salary and benefits of the Care Coordinator for the months of January and February. CFP should send the new grant contract for \$80,000 by then. The grant will reimburse the General Fund expenditure.

TCHHSVS staff recommends approving the Permission to Continue.

**Budgetary and Fiscal Impact:**

The \$19,452 will come from line item 001-5868-611-0701. This funding will be used to fund the revenue and expenditure budgets for two months of salary and benefits. This amount will be reclassified and rebudgeted back to the original General Fund account upon execution of the new grant contract.

**Issues and Opportunities:**

The continuation of this project will return numerous children to their families from very expensive residential treatment and establish the processes and practices necessary to reintegrate them into the community.

**Background:**

The ultimate goal of the reintegration project is to prevent and/or reduce the out-of-home placement of youth and maintain them in their communities.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHS/VS  
Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Mike Crawford, Senior Financial Analyst, Travis County Auditor  
Janice Cohoon, Financial Analyst, Travis County Auditor's Office  
Mary Etta Gerhardt, Assistant County Attorney  
Rodney Rhoades, Executive Manager, Planning and Budget Office  
Travis Gatlin, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

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Agenda Item No. \_\_\_\_\_

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session XX Date December 22, 2009

I. A. Request made by: Mary E. Mays  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text: Consider and Take Appropriate Action on Approval of Broker/Dealer Applicants for Conducting Investment Business with Travis County.

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

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

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

- Rodney Rhoades, Executive Manager, PBO 854-9106
- Leroy Nellis, Budget Director, PBO 854-9066
- Cyd Grimes, Purchasing Agent 854-9700
- Dolores Ortega-Carter, Treasurer 854-9365
- Barbara Wilson, Assistant County Attorney 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  
 \_\_\_ Grant

Human Resources Department (854-9165)  
 \_\_\_ A change in your department's personnel (reclassifications, etc.)

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

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
DECEMBER 10 PM 3:36

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 Tuesday for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.





**CASH/INVESTMENT MANAGEMENT DEPARTMENT  
TRAVIS COUNTY, TEXAS**

Travis County Administration Building  
314 W. 11th Street, Suite 540  
P.O. Box 1748  
Austin, Texas 78767

Phone: (512) 854-9085  
Fax: (512) 854-4210  
Email: mary.mayes@co.travis.tx.us

DATE: December 22, 2009

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

FROM: Mary E. Mayes, Investment Manager

RE: Approval of Broker/Dealer Applicants

**Proposed Motion**

Approve the following broker/dealers to conduct investment business with Travis County:

Primary Broker/Dealers

Banc of America Securities  
Cantor Fitzgerald & Co.  
Deutsche Banc Alex Brown,  
a division of Deutsche Securities Inc.

Jefferies Group, Inc.  
RBC Wealth Management,  
a division of RBC Capital Markets  
RBS Securities Inc.

These firms are currently on the Travis County approved broker/dealer list except Jefferies Group and RBC Wealth Management.

Secondary Broker/Dealers

Apex Securities, dba Rice Financial Products  
Coastal Securities, Inc.  
First Southwest Company  
FTN Financial Capital Markets  
The Frost National Bank  
Loop Capital Markets, LLC

Morgan Keegan & Company, Inc.  
Suntrust Robinson Humphrey, Inc.  
Vining Sparks  
Wells Fargo Securities, LLC  
Zions Bank, Capital Markets

All of these firms except Loop Capital Markets, which is a new broker for Travis County, and Vining Sparks, which has been approved by the County in the past, are currently on the Travis County approved broker/dealer list.

## **Summary and Authorizations**

The Public Funds Investment Act, Section 2256.025, requires that “the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity”. The Travis County Investment Policy and Procedures Manual, Chapter 23, section 23.020-23.024 also specifies the procedures that must be followed in the selection process of broker/dealers.

All of the applications were reviewed for compliance with Approval of Broker/Dealer/Financial Applications Sections 23.020 through 23.024 of the Travis County Investment Policy and Procedures by the Cash/Investment Management staff. Primary dealers have been approved by the Federal Reserve Bank of New York as large, financially sound firms. For secondary dealers, Cash/Investment Management requires additional information and completes a more thorough review, taking other criteria into consideration such as debt to equity ratios, total assets, and regulatory and other actions recorded by the Financial Industry Regulatory Authority (FINRA) against the firm and/or individual, as well as references from other governmental entities, and experience. Past performance of individual brokers is taken into consideration for current broker/dealers.

The signed certifications (Attachment A), the complete list of applicants (Attachment B), and a letter from Banc of America (Attachment C) are contained in this agenda backup so that they will be included in the public record.

## **Investment Manager’s Recommendations and Issues**

### **Primary Broker/Dealers**

Travis County received six applications from primary dealers, and all six are recommended for approval. Banc of America Securities, Cantor Fitzgerald, Deutsche Banc Alex Brown, and RBS Securities (formerly RBS Greenwich Capital) are currently on the approved list.

Jefferies Group is a global securities and investment banking group that has served companies and their investors for more than 45 years. The company has recently become a primary dealer and applied to be approved as a Travis County broker.

RBC Wealth Management is an American company owned by the Royal Bank of Canada (RBC). RBC bought Dain Rauscher in 2000 and the company was renamed RBC Wealth Management in 2008. The firms have a long history of business in the US and RBC Wealth Management is backed by RBC, the largest bank in Canada. Travis County has worked with one of the individual brokers, Walter Hall, when he was with another Primary firm.

It will be advantageous to the County to add two more Primary Dealers, as Primary Dealers have access to an inventory of securities that can provide availability and good prices for our purchases.

Letter:

Assistant County Attorney Barbara Wilson has reviewed the letter from Banc of America and indicated that it is consistent with the applicable legal requirements. The letter is included in Attachment C.

If these recommendations are approved, Travis County will be using two primary broker/dealers located in Texas, one located in Illinois (RBS Securities), one (Cantor Fitzgerald & Co.) in Tennessee, one in California (RBC Wealth Management), and one in Virginia (Jefferies).

Deutsche Banc Alex Brown is owned by a German bank, RBC Wealth Management is owned by a Canadian bank, and RBS Securities is owned by a Scottish bank, a reflection of the internationalization of today's financial markets.

Secondary Broker/Dealers

Eighteen applications were received from secondary or regional dealers. Eleven are recommended for approval. Nine are currently on our approved list, including: Coastal Securities, Inc.; First Southwest Company; FTN Financial Capital Markets; The Frost National Bank, Morgan Keegan & Company, Inc.; Rice Financial Products Company; Suntrust Robinson Humphrey, Wells Fargo Securities, LLC; and Zions Bank, Capital Markets.

Wells Fargo Securities has been on our approved list for a number of years as Wells Fargo Brokerage Services. The new name is a result of the purchase of Wachovia by Wells Fargo. Our individual brokers remain the same, but the firm is different as a result of the merger and has been reviewed carefully.

Loop Capital Markets is a new applicant with good financial strength and a good record at FINRA. Travis County has done business with the individual broker when he was with another firm, and he did an excellent job.

Vining Sparks was not on Travis County's approved list last year, but the firm has worked with the County in the past over a period of three years and did an excellent job. This firm also has good financial strength and a good record at FINRA

The remaining seven secondary firms (see Attachment B) that applied are not recommended because Travis County does not need additional brokers at this time. All of them received lower scores during the application review than the recommended secondary broker/dealers.

If these recommendations are approved, Travis County will be using four secondary broker/dealers located within Travis County, and two more located in Texas. One of the recommended secondary broker/dealers is an Historically Underutilized Businesses: Rice Financial Products Company. Walton Johnson & Company, another HUB who has been with Travis County for many years, declined to participate in this year's application process.

These secondary broker/dealer selections were based on scoring matrices for the firms and individuals developed by staff for this procedure.

**ATTACHMENT A**  
**2009 BROKER DEALER CERTIFICATIONS**

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Bank of America, N.A. and Banc of America Securities LLC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Bank of America, N.A. and Banc of America Securities LLC that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Bank of America, N.A. and Banc of America Securities LLC offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Bank of America, N.A. and Banc of America Securities LLC has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Bank of America, N.A. and Banc of America Securities LLC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature *Dorothea W. Winston* \*

Name Dorothea W. Winston

Title Managing Director

Date November 13, 2009

\*Subject to the attached letter

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Cantor Fitzgerald & Co. (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Cantor Fitzgerald & Co. that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Cantor Fitzgerald & Co. offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Cantor Fitzgerald & Co. has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Cantor Fitzgerald & Co. has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature \_\_\_\_\_

Name \_\_\_\_\_

James Bond

Title \_\_\_\_\_

Chief operating officer

Date \_\_\_\_\_

9/3/09

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Deutsche Bank Alex Brown A division of Deutsche Bank Securities Inc has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature S. L. Seman

Name Soledad L Seman

Title Vice President - Branch Administrative Manager

Date September 1, 2009

Winthrop C Harvey  
Winthrop C Harvey

Angela Thompson  
Vice President  
Angela Thompson

Registered Sales Assistant



**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Jefferies Group Inc. (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Jefferies Group that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Jefferies Group offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Jefferies Group has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Jefferies Group has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Tracy Marcus

Name Tracy Marcus

Title Senior Vice President

Date 8.14.09

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and RBC wealth management (the Business Organization). *A Division of RBC Capital Markets Corp.*

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of RBC wealth management that:


(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of RBC wealth management offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of RBC wealth management has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of RBC wealth management has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Eric Ajlouny

Title Senior Financial Associate

Date 8/18/09

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and RBS SECURITIES INC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of RBS SECURITIES INC that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of RBS SECURITIES INC offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of RBS SECURITIES INC has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of RBS SECURITIES INC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature T. R. Raese  
Name T. R. Raese  
Title MD  
Date 8-24-09

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and RBS SECURITIES FMC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of RBS SECURITIES FMC that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of RBS SECURITIES FMC offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of RBS SECURITIES FMC has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of RBS SECURITIES FMC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature [Handwritten Signature]

Name Steve Cook

Title Managing Director

Date 8/24/09

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and RBS SECURITIES INC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of RBS SECURITIES INC that:

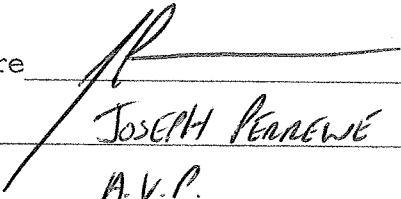
(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of RBS SECURITIES INC offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of RBS SECURITIES INC has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of RBS SECURITIES INC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature   
Name JOSEPH PENNEWÉ  
Title A.V.P.  
Date 8/24/09

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

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This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with transactions conducted between Travis County and Coastal Securities, Inc. (the Business Organization).

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Coastal Securities, Inc. that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Coastal Securities, Inc. offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Coastal Securities, Inc. has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Coastal Securities, Inc. has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Steve R Albert  
Name Steven F. Albert  
Title Managing Director  
Date 9/30/09



**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and First Southwest Company (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of First Southwest Company that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of First Southwest Company offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of First Southwest Company has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of First Southwest Company has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

*Linda K Callaway*  
Signature

Name: Linda K. Callaway  
Title: Senior Vice President

*Shelley Rubin*  
Signature

Name: Michelle 'Shelley' Rubin  
Title: Investment Assistant

September 11, 2009

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and FROST NATIONAL BANK (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of FROST NATIONAL BANK that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of FROST NATIONAL BANK offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of FROST NATIONAL BANK has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of FROST NATIONAL BANK has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Cody Hundley  
Name CODY HUNDLEY  
Title INVESTMENT OFFICER  
Date 8.31.09



**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and FROST NATIONAL BANK (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of FROST NATIONAL BANK that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

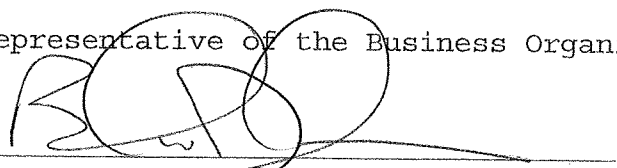
(ii) The undersigned is a Qualified Representative of FROST NATIONAL BANK offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of FROST NATIONAL BANK has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of FROST NATIONAL BANK has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature



Name

BRAD W. JOHNSON

Title

INVESTMENT OFFICER

Date

08/31/09

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and FROST NATIONAL BANK (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of FROST NATIONAL BANK that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of FROST NATIONAL BANK offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of FROST NATIONAL BANK has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of FROST NATIONAL BANK has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature \_\_\_\_\_



Name \_\_\_\_\_

JEFF BECKEL

Title \_\_\_\_\_

VICE PRESIDENT

Date \_\_\_\_\_

8.31.08

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

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This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and FTN Financial Capital Markets (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of FTN Financial Capital Markets that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of FTN Financial Capital Markets offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of FTN Financial Capital Markets has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of \_\_\_\_\_ has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Bob Keller  
Name Bob Keller  
Title Senior Vice President  
Date 9-24-09

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and FTN financial Capital Markets (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of FTN financial Capital Markets that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of FTN financial Capital Markets offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of FTN financial Capital Markets has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of \_\_\_\_\_ has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Whitney Waller  
Name Whitney Waller  
Title Sales Assistant  
Date 9-24-09

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Loop Capital Markets, LLC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Loop Capital Markets, LLC that:


(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Loop Capital Markets, LLC offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Loop Capital Markets, LLC has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Loop Capital Markets, LLC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Stephen L. Christensen

Title Director

Date Sep. 8, 2009

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and **Morgan Keegan & Co., Inc.** (the business organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and **Morgan Keegan & Company, Inc.** (the Business Organization)

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of **Morgan Keegan & Company, Inc** that:


(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of **Morgan Keegan & Co., Inc.** offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

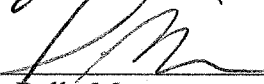
(iii) The Qualified Representative of **Morgan Keegan & Company, Inc.** has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

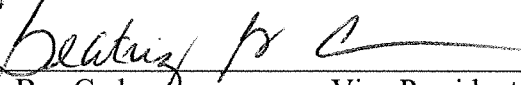
(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of **Morgan Keegan & Company, Inc.** has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization.

  
\_\_\_\_\_  
John W. Hancock, III    Managing Director

Date: August 18, 2009

  
\_\_\_\_\_  
Polly Moore                    Senior Vice President

  
\_\_\_\_\_  
Bea Cadena                    Vice President

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and RICE FINANCIAL PRODUCTS COMPANY (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of RICE FINANCIAL PRODUCTS COMPANY that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of RICE FINANCIAL PRODUCTS COMPANY offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of RICE FINANCIAL PRODUCTS COMPANY has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of RICE FINANCIAL PRODUCTS COMPANY has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Carol L. Mackoff

Name CAROL L. MACKOFF

Title MANAGING DIRECTOR

Date 8-12-09

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and RICE FINANCIAL PRODUCTS COMPANY (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of RICE FINANCIAL PRODUCTS COMPANY that:

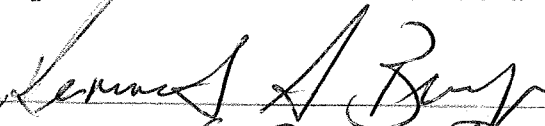
(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of RICE FINANCIAL PRODUCTS COMPANY offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of RICE FINANCIAL PRODUCTS COMPANY has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of RICE FINANCIAL PRODUCTS COMPANY has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature   
Name KENNETH G. BRUCE JR.  
Title SR. V. P.  
Date 8-12-09



**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and SUNTRUST ROBINSON HUMPHREY (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of SUNTRUST ROBINSON HUMPHREY that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of SUNTRUST ROBINSON HUMPHREY offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of SUNTRUST ROBINSON HUMPHREY has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of SUNTRUST ROBINSON HUMPHREY has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Scott M. Davis  
Name Scott M. Davis  
Title Managing Director  
Date 11/19/09




**TEXAS PUBLIC-FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

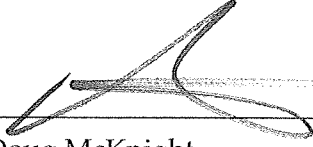
This is executed on behalf of Travis County and the Business Organization pursuant to the Texas Public-Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Vining Sparks (the Business Organization).

The undersigned Qualified Representatives of the Business Organization hereby certify on behalf of Vining Sparks that:

- (i) Public Funds Investment Act Section 2256.0005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy;
- (ii) The undersigned are Qualified Representatives of Vining Sparks' offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256 Texas Government Code;
- (iii) The Qualified Representatives of Vining Sparks have received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;
- (iv) Public Funds Investment Act Section 2256.005 (k)(2): The Qualified Representatives of Vining Sparks have implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

**Qualified Representatives of the Business Organization**

Signatures   
 Patrick McDowell  
 Vice President  
 August 18, 2009

  
 Doug McKnight  
 SVP, Branch Mgr., Public Funds Group  
 August 18, 2009

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Wells Fargo Securities, LLC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Wells Fargo Securities, LLC that:

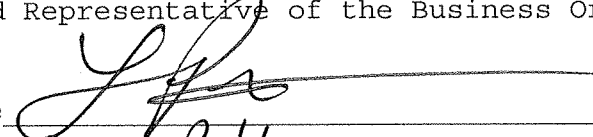
(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Wells Fargo Securities, LLC offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Wells Fargo Securities LLC has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Wells Fargo Securities LLC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Lance Pettus

Title Fixed Income Sales Rep.

Date 11/18/09

RECEIVED

TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

09 NOV 23 AM 10:41

This certification is executed on behalf of Travis County and (the <sup>TRAVIS COUNTY</sup> Business Organization) pursuant to the Texas Public Funds Investment <sup>PLANNING & BUDGET OFFICE</sup> Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Wells Fargo Securities, LLC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Wells Fargo Securities, LLC that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Wells Fargo Securities, LLC offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Wells Fargo Securities LLC has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Wells Fargo Securities LLC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Patty Fougerat  
Name Patricia Fougerat  
Title Vice President  
Date 11/09/09

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Wells Fargo Securities, LLC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Wells Fargo Securities, LLC that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Wells Fargo Securities, LLC offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Wells Fargo Securities, LLC has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Wells Fargo Securities, LLC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Charlotte Stachow

Name Charlotte Stachow

Title Registered sales assistant

Date 11/9/09

**TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Zions Bank - Capital MKTS (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Zions Bank - Cap. MKTS that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Zions Bank - Cap MKTS offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Zions Bank - Cap. MKTS has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Zions Bank - Cap MKTS has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Kathleen J. Sullivan

Title VP

Date 8/13/09

## ATTACHMENT B 2009 BROKER DEALER APPLICANTS

### PRIMARY DEALERS

\* Banc of America Securities, LLC  
901 Main Street, 63<sup>rd</sup> Floor  
TX1-492-63-05  
Dallas, TX 75202-3714

\* Cantor Fitzgerald & Co.  
965 Ridgelake Blvd., Ste. 200  
Memphis, TN 38120

\*Deutsche Banc Alex Brown, division of  
Deutsche Bank Securities, Inc.  
700 Louisiana Street, Ste 1500  
Houston, TX 77002

\*\*\* Jefferies Group, Inc.  
4470 Cox Road, Suite 225  
Glen Allen, VA 23060

\*\*\* RBC Wealth Management, a  
division of RBC Capital Markets  
345 California Street, 29<sup>th</sup> Floor  
San Francisco, CA 94104

\* RBS Securities, Inc.  
550 West Jackson Blvd., Ste 1700  
Chicago, IL 60661

### SECONDARY DEALERS

\* Apex Securities, Inc., dba  
Rice Financial Products Company  
208 South LaSalle Street, Suite 1338  
Chicago, IL 60604

\*\* Cabrera Capital Markets  
10 S. LaSalle Street, Suite 1050  
Chicago, IL 60603

\* Coastal Securities, Inc.  
206 Wild Basin Road, Ste 109  
Austin, TX 78746

\*\* First Empire Securities, Inc.  
100 Motor Parkway  
Hauppauge, NY 11788

\* First Southwest Company  
300 W. 6<sup>th</sup> St. Suite 1940  
Austin, TX 78701

\* FTN Financial Capital Markets  
5949 Sherry Lane, Suite 810  
Dallas, TX 75225

\* The Frost National Bank  
100 West Houston, Suite 110  
San Antonio, TX 78205

\*\*\* Loop Capital Markets, LLC  
200 West Jackson Blvd., Suite 1600  
Chicago, IL 60606

\* Morgan Keegan & Co., Inc.  
2801 Via Fortuna, Suite 650  
Austin, TX 78746

\*\* Oppenheimer & Co., Inc.  
580 California Street, Suite 2300  
San Francisco, CA 94104

\*\* Raymond James & Associates, Inc.  
5599 San Felipe Road, Suite 1090  
Houston, TX 77056

\*\* Robert W. Baird & Co.  
5950 Berkshire Lane, Suite 1300  
Dallas, TX 75225

**ATTACHMENT B**  
**2009 BROKER DEALER APPLICANTS**

\*\* Stone & Youngberg, LLC  
2555 East Camelback Rd. Suite 280  
Phoenix, AZ 85016

\* Suntrust Robinson Humphrey, Inc.  
401 East Jackson St.  
Mail Code 4101  
Tampa, FL 33602

\*\*\* Vining Sparks  
7465 Poplar Avenue, Suite 234  
Germantown, TN 38138

\*\* Weller, Anderson & Company  
811 Rusk, Suite 715  
Houston, TX 77002

\* Wells Fargo Securities, LLC  
111 Congress Ave., Third Floor  
Austin, TX 78701

\* Zions Bank, Capital Markets  
One South Main Street  
Kennecott Bldg., Ste. 1700  
Salt Lake City, UT 84111

\* These firms are currently approved and recommended for re-approval.

\*\* These firms applied, but are not recommended for approval.

\*\*\* These firms are new applicants that are recommended for approval.



**ATTACHMENT C**  
**LETTER FROM BANC OF AMERICA**

RECEIVED **Bank of America**



09 DEC -7 AM 7:50

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

December 4, 2009

Travis County  
Cash/Investment Management Department  
314 W. 11<sup>th</sup> Street, Suite 540  
Austin, Texas 78701

Attn: Debbie Lauder milk, Sr. Financial Analyst

Re: Travis County Certification

Ladies and Gentlemen:

We are in receipt of the following documents from Travis County (the "County"): (i) Travis County Investment Policy and Procedures (the "Investment Policy") and (ii) Texas Public Funds Investment Act Certification by Business Organization (the "Certification"). For the ease of reference, the documents referenced in (i) and (ii) above are collectively referred to as the "Policies." The Certification, which has been executed and which is enclosed hereto, is subject to the terms of this letter.

We have reviewed the Policies; however, as you are aware, we are not in a position to know on an ongoing basis the particulars of the portfolio(s) managed by the County and therefore, how any proposed transaction will fit into a given portfolio. Moreover, given the fact that Banc of America Securities LLC ("BAS"), Bank of America, N.A. ("BANA") and/or their affiliates (together "BAS") may be only one of several firms trading with the County, we cannot take primary responsibility for assuring compliance with the Policies, particularly those aspects and limitations that are beyond our ability to monitor, such as portfolio composition and aggregate position limits. Finally, please keep in mind that in proposing transactions or discussing market opportunities with the County, BAS (a) is acting as a potential arm's length counterparty and (b) is not acting as your investment advisor, tax advisor or fiduciary.

While we agree to make reasonable efforts to offer investments that comply with our general understanding of the Policies, the investment of the public funds in accordance with the laws to which the Travis County and its Investment Officers are subject, and with the Policies, shall remain, as consistent with applicable law, the primary responsibility of the Investment Officers and the representatives of their office.

---

Tel: 800.933.9662 · Fax: 980.233.7103

Bank of America, NC1-004-03-06  
Client Services, 200 North College Street, Charlotte, NC 28255

Sincerely,

**Bank of America Securities LLC**  
on behalf of itself and its affiliates



---

Dorothea W. Winston  
Managing Director

**Bank of America, N.A.**



---

Dorothea W. Winston  
Managing Director

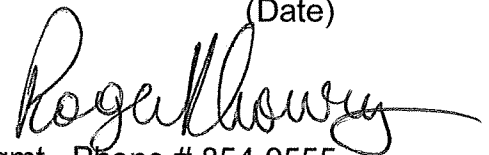
21 ✓

### Travis County Commissioners Court Agenda Request

Voting Session December 22, 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 \$897,384.47, for the period of December 4, 2009 to December 10, 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 DEC 15 AM 11:53

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: December 22, 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: December 4, 2009 to December 10, 2009

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$897,384.47

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 \$897,384.47.

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  
DECEMBER 4, 2009 TO DECEMBER 10, 2009

-

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

DATE: December 22, 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: December 4, 2009  
 TO: December 10, 2009

**REIMBURSEMENT REQUESTED: \$ 897,384.47**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	1,613,188.32
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: December 15, 2009	\$	(715,804.02)
	\$	-
Adjust to balance per UHC	\$	0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$	897,384.47
PAYMENTS DEEMED NOT REIMBURSABLE	\$	-
TRANSFER OF FUNDS-REQUESTED:	\$	897,384.47

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

All claims over \$25,000 (4 this week totaling \$202,013.76) 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 (\$108,825.94) 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 \$16,684.35.

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.

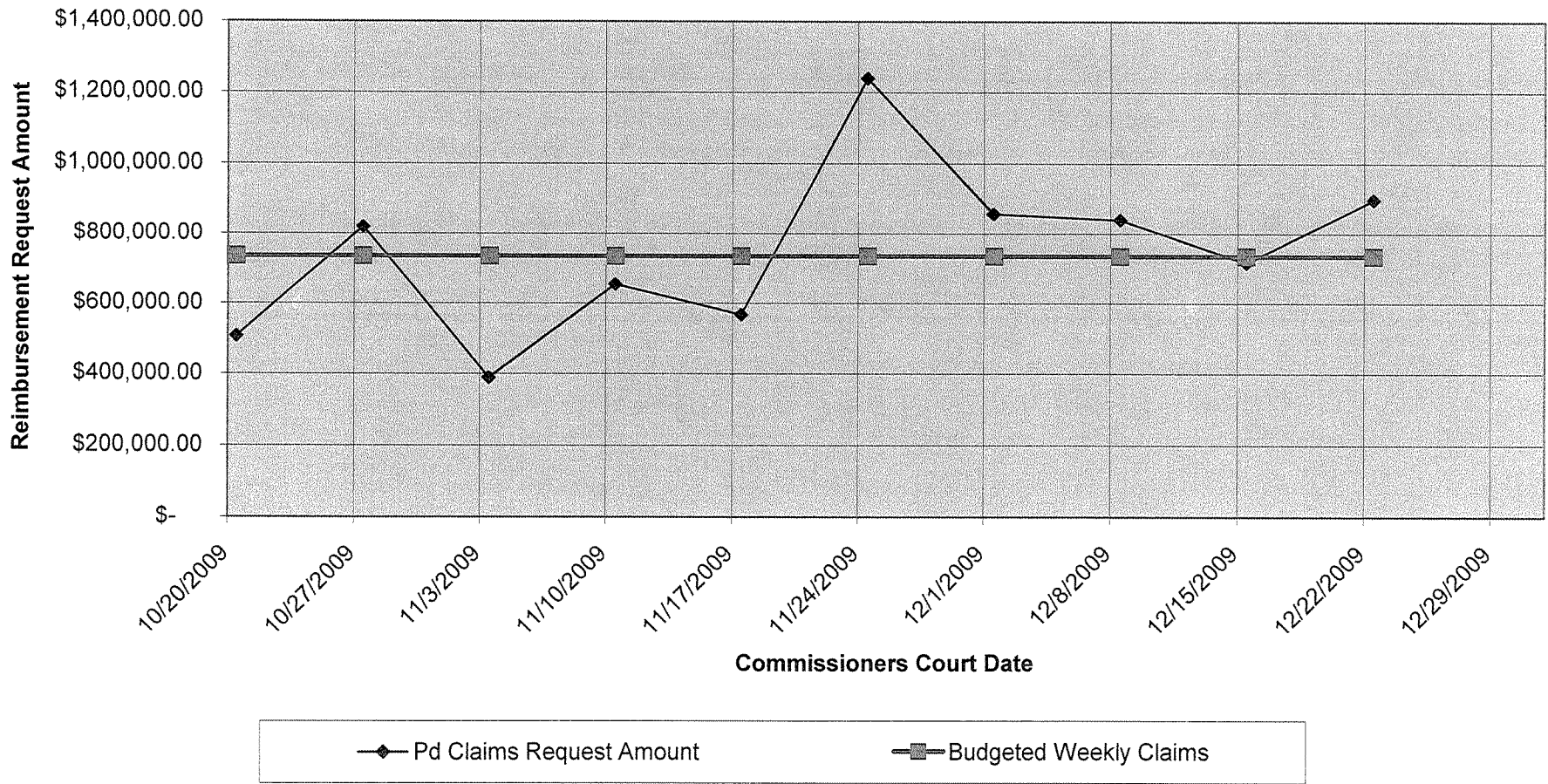
Dan Mansour 12-11-09  
 Dan Mansour, Risk Manager Date

Cindy Purinton 12/11/09  
 Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 12/11/09  
 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





**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
10/16/09-10/22/09	11/3/2009	\$ 388,581.81	\$ 734,960.88	2	\$ 81,663.47
10/23/09-10/29/09	11/10/2009	\$ 653,822.83	\$ 734,960.88	2	\$ 58,028.60
10/30/09-11/5/09	11/17/2009	\$ 567,206.00	\$ 734,960.88	0	\$ -
11/6/09-11/12/09	11/24/2009	\$ 1,238,417.14	\$ 734,960.88	3	\$ 185,593.04
11/13/09-11/19/09	12/1/2009	\$ 857,273.45	\$ 734,960.88	3	\$ 185,891.08
11/20/09-11/26/09	12/8/2009	\$ 839,621.97	\$ 734,960.88	2	\$ 55,007.00
11/27/09-12/03/09	12/15/2009	\$ 715,804.02	\$ 734,960.88	4	\$ 148,691.08
12/04/09-12/10/09	12/22/2009	\$ 897,384.47	\$ 734,960.88	4	\$ 202,013.76
	<b>Paid and Budgeted Claims - to date</b>	<b>\$ 7,484,171.79</b>	<b>\$ 7,349,648.80</b>		
	<b>Amount Under Budget</b>		<b>\$ 134,522.99</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: 2009-12-11 REQUEST AMOUNT: \$1,613,188.32

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: 2009-12-10	\$389,167.56
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
- UNDER DEPOSIT:	\$1,549,550.44
+ CURRENT DAY NET CHARGE:	\$63,637.88
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,613,188.32

ACTIVITY FOR WORK DAY: 2009-12-04

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$319,805.02	\$00.00	\$319,805.02
TOTAL:	\$319,805.02	\$00.00	\$319,805.02

ACTIVITY FOR WORK DAY: 2009-12-07

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$357,448.69	\$00.00	\$357,448.69

## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009\_12\_22

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	-169.22	NN	1833157	AI		2 12/10/2009	200	12/7/2009	12/22/2009
701254	632	-175.61	NN	1385985	AE		6 12/10/2009	200	12/7/2009	12/22/2009
701254	632	-176.06	RD	80796717	AE		6 12/1/2009	50	12/7/2009	12/22/2009
701254	632	-176.13	NN	1630694	AH		1 12/10/2009	200	12/7/2009	12/22/2009
701254	632	-178.63	NN	1738353	AH		1 12/10/2009	200	12/7/2009	12/22/2009
701254	632	-187.15	NN	1808299	AE		8 12/10/2009	200	12/7/2009	12/22/2009
701254	632	-187.92	NN	1572444	AA		6 12/10/2009	200	12/7/2009	12/22/2009
701254	632	-219.45	NN	1386487	AE		6 12/10/2009	200	12/7/2009	12/22/2009
701254	632	-223.98	NN	SSN0000C	AL		0 12/4/2009	600	12/10/2009	12/22/2009
701254	632	-295.62	NN	1505072	AH		1 12/10/2009	200	12/7/2009	12/22/2009
701254	632	-307.1	NN	1448090	AH		6 12/10/2009	200	12/7/2009	12/22/2009
701254	632	-338.97	NN	940100	AH		6 12/10/2009	200	12/7/2009	12/22/2009
701254	632	-338.97	NN	1417454	AE		9 12/10/2009	200	12/7/2009	12/22/2009
701254	632	-404.28	NN	1572442	AA		6 12/10/2009	200	12/7/2009	12/22/2009
701254	632	-480.34	NN	1269687	AH		6 12/10/2009	200	12/7/2009	12/22/2009
701254	632	-494	NN	SSN0000C	AL		0 12/2/2009	600	12/8/2009	12/22/2009
701254	632	-1311.48	NN	SSN0000C	AL		0 12/1/2009	600	12/7/2009	12/22/2009
701254	632	-1474.03	NN	1382199	AH		1 12/10/2009	200	12/7/2009	12/22/2009
701254	632	-1612.27	NN	1037843	AH		1 12/10/2009	200	12/7/2009	12/22/2009

897,384.47

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

## *UHC Payments Deemed Not Reimbursable*

For the payment week ending: 12/10/2009

<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

9

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

## Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 12/22/2009

<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b>CEPO</b>		
	EE	
	<b>526-1145-522.45-28</b>	<b>170,242.72</b>
	RR	
	<b>526-1145-522.45-29</b>	<b>12,731.56</b>
Total CEPO		\$182,974.28
<b>EPO</b>		
	EE	
	<b>526-1145-522.45-20</b>	<b>243,438.05</b>
	RR	
	<b>526-1145-522.45-21</b>	<b>40,463.32</b>
Total EPO		\$283,901.37
<b>PPO</b>		
	EE	
	<b>526-1145-522.45-25</b>	<b>384,979.23</b>
	RR	
	<b>526-1145-522.45-26</b>	<b>45,529.59</b>
Total PPO		\$430,508.82
Grand Total		\$897,384.47

# **22**

**Travis County Commissioners Court Agenda Request**

Voting Session 12/22/09  
(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

## December 22, 2009

ITEM # :

**DATE:** December 11, 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>
Constable Pct 1	13	Deputy Constable	61 / Step 1 / \$43,210.75	61 / Step 1 / \$43,210.75
Constable Pct 1	24	Deputy Constable	61 / Step 1 / \$43,210.75	61 / Step 1 / \$43,210.75
Constable Pct 1	25	Deputy Constable	61 / Step 1 / \$43,210.75	61 / Step 1 / \$43,210.75
Juvenile Probation	221	Juvenile Detention Ofcr I**	12 / Level 2 / \$29,224.00	12 / Level 2 / \$29,224.00
Juvenile Probation	415	Juvenile Detention Ofcr I* **	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
Juvenile Probation	477	Juvenile Res Trt Ofcr I**	12 / Level 4 / \$30,888.00	12 / Level 4 / \$30,888.00
TNR	539	Natural Resources Spec	18 / Level 1 / \$42,598.40	18 / Level 1 / \$42,598.40
* 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>
Fac Mgmt	20027	Custodian	5 / \$11.00	5 / \$11.00	02
Tax Collector	20092	Administrative Asst I	11 / \$12.39	11 / \$12.39	02
Tax Collector	20093	Administrative Asst I	11 / \$12.39	11 / \$12.39	02
Tax Collector	20109	Accounting Clerk	11 / \$12.39	11 / \$12.39	02
Tax Collector	50044	Administrative Asst I	11 / \$12.39	11 / \$12.39	05
TCCES	50038	Counselor	15 / \$16.23	15 / \$16.23	05
TNR	50095	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					



<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>	199	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	266	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	474	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	650	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	653	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	699	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	893	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1372	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1406	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1478	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>						

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<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>County Atty</b>	210	Attorney IV* / Grd 26	Attorney V / Grd 27	\$73,216.95	\$76,877.80	Career Ladder. Pay is between min and midpoint of pay grade.
<b>District Atty</b>	22**	Attorney V* / Grd 27	Attorney VI / Grd 28	\$81,159.89	\$85,217.88	Career Ladder. Pay is between min and midpoint of pay grade.
<b>District Atty</b>	24	Attorney IV* / Grd 26	Attorney V* / Grd 27	\$71,084.42	\$76,055.20	Career Ladder. Pay is at minimum of pay grade.
<b>District Atty</b>	33**	Attorney V* / Grd 27	Attorney VI / Grd 28	\$81,159.88	\$85,217.87	Career Ladder. Pay is between min and midpoint of pay grade.
<b>District Atty</b>	213	Attorney V* / Grd 27	Attorney VI / Grd 28	\$81,159.89	\$85,217.88	Career Ladder. Pay is between min and midpoint of pay grade.
<b>District Atty</b>	275	Attorney I* / Grd 21	Attorney II* / Grd 22	\$55,224.00	\$57,985.20	Career Ladder. Pay is between min and midpoint of pay grade.
<b>Pretrial Services</b>	13	Pretrial Officer II* / Grd 16	Pretrial Officer III / Grd 17	\$41,185.88	\$44,068.89	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized      ** Slot removed from green-circled table. PBO confirmed funding.						

<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>District Atty</b>	Slot 133 / Office Specialist* / Grd 10 / \$25,521.60	<b>District Atty</b>	Slot 268 / Office Specialist / Grd 10 / \$25,521.60	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>District Atty</b>	Slot 268 / Office Specialist / Grd 10 / \$24,793.60	<b>District Atty</b>	Slot 110 / Office Specialist / Grd 10 / \$24,793.60	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Emergency Medical Service</b>	Slot 31 / Star Flight Paramedic / Grd 21 / \$56,865.39	<b>Emergency Medical Service</b>	Slot 31 / Star Flight Paramedic / Grd 21 / \$60,538.40	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Juvenile Probation</b>	Slot 483 / Juvenile Probation Ofcr III / Grd 16 / \$46,505.93	<b>Juvenile Probation</b>	Slot 189 / Juvenile Probation Ofcr III / Grd 16 / \$46,505.93	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Pretrial Services</b>	Slot 23 / Office Specialist / Grd 10 / Part-time \$12,396.80	<b>Pretrial Services</b>	Slot 17 / Office Specialist / Grd 10 / Full-time \$24,793.60	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade. Status change from part-time to full-time (20 hrs to 40 hrs). Pay is between min and midpoint of pay grade.
<b>Tax Collector</b>	Slot 33 / Tax Specialist I / Grd 12 / \$30,205.79	<b>Tax Collector</b>	Slot 107 / Tax Specialist II / Grd 14 / \$31,556.51	Promotion. Pay is at minimum of pay grade.
<b>Tax Collector</b>	Slot 107 / Tax Specialist II / Grd 14 / \$35,688.70	<b>Tax Collector</b>	Slot 64 / Tax Specialist III / Grd 15 / \$37,814.00	Promotion. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>				

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<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>Criminal Courts</b>	168	Financial Analyst Sr / 19010	E	19	Financial Analyst Lead / 22013	E	22
<b>Civil Courts</b>	75	Financial Analyst Sr / 19010	E	19	Financial Analyst Lead / 22013	E	22
<b>Civil Courts</b>	138	Planner / Mgmt / Research Spec / 16495	E	16	Planning Mgr / 22453	E	22

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**

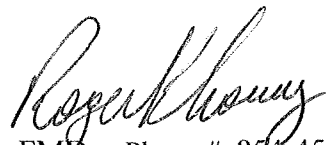
\_\_\_\_\_  
**Karen L. Huber, Commissioner, Pct. 3**

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

23 ✓

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: December 22, 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 regarding the parking lease between Travis County and Central Parking System of Texas, Inc., for parking at the 812 San Antonio Parking Garage (Exec Session Gov't Code Ann 551.071 & 551.072)

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

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

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

Tenley Aldredge, Assistant County Attorney, 49415

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY CLERK'S OFFICE  
09 DEC 15 AM 11:53



## FACILITIES MANAGEMENT DEPARTMENT

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

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

### MEMORANDUM

**FMD Project:** LEASE-04-10X-1R  
**FILE:** 1402

**TO:** Members of the Commissioners Court  
**FROM:** Roger A. El Khoury, M.S., P.E., Director  
**DATE:** December 15, 2009  
**SUBJECT:** Lease Agreement – Parking – Central Parking Systems of Texas, Inc.

A handwritten signature in black ink that reads "Roger A. El Khoury". The signature is written in a cursive style and extends to the right of the text.

### Proposed Motion:

Consider and take appropriate action regarding the parking lease between Travis County and Central Parking System of Texas, Inc., for parking at the 812 San Antonio Parking Garage (Exec Session Gov't Code Ann 551.071 & 551.072)

### Summary and Staff Recommendation:

Facilities Management Department recommends approval of a new lease with Central Parking System of Texas, Inc., for the same number and location of spaces as previously rented. Travis County has three parking leases currently in place with Central Parking that will expire on December 31, 2009. At the 812 San Antonio Garage, the County previously had two separate leases, one for 25 slots at \$100 per slot per month, and the second for 40 slots at \$90 per slot per month. FMD recommends approval of one replacement lease for 65 slots at \$94 per slot per month.

Exhibits One is the related new parking lease for the 812 San Antonio Garage. This new agreement has a one year renewal period.

### Budgetary and Fiscal Impact:

FY 10 Budget impact of new agreements: (funding included in current lease budget)

- 812 San Antonio – 65 slots \$54,990 (9 months @ \$6,110)
- Annualized cost - \$73,320

### Background:

Travis County has leased parking spaces at the 812 San Antonio garage from July 1, 2000 to date. Initially the County leased 25 spaces, and in May 2007 a second lease for another 40 spaces was added.

**Required Authorizations:**

Legal: John Hille, Jr., Assistant County Attorney

Budget: N/A

Purchasing: N/A

**Exhibit:**

Lease Amendment – 65 Spaces 812 San Antonio

STATE OF TEXAS

COUNTY OF TRAVIS

LEASE FOR PARKING SPACES  
AT 812 SAN ANTONIO

**Term:** The term of this agreement (this "Agreement") shall commence January 1, 2010 (the "Commencement Date") and terminate December 31, 2010 (the "Current Term").

**# of Spaces:** Central Parking System of Texas, Inc. ("Operator") shall provide sixty-five (65) parking spaces in the parking garage located at 812 San Antonio Street, Austin, Texas 78701 (the "Parking Garage").

**Conditions:** Travis County shall have the right to use the above-described 65 parking spaces in accordance with the terms and conditions set forth herein.

Beginning January 1, 2010, charges for each space incurred to date will be due; charges for each space to be paid each month thereafter will be payable throughout the term of this Agreement, in advance, on the first day of each month.

If Operator wishes to delete any parking space from the number of spaces covered by this Agreement, it shall give County thirty (30) days prior written notice; if such notice is not provided, no charges for the deleted space shall become due. In addition, Operator agrees to provide Travis County with immediate notification when and if any additional parking spaces in the Parking Garage become available for use by Travis County.

Charges are for spaces only. Neither Operator nor the owners of the Parking Garage assume responsibility whatsoever for loss or damage of vehicles or their contents, however caused. VEHICLES SHOULD BE LOCKED AND VALUABLES SHOULD NOT BE LEFT IN VEHICLES.

Travis County agrees to abide by any and all reasonable regulations pertaining to the use of the Parking Garage and the leased spaces as may, from time to time, be prescribed by Operator. Travis



County further agrees to park all vehicles in any area within the Parking Garage designated by Operator.

No refunds, credits or allowances will be granted to Travis County for absence, vacation or other non-use of the Parking Garage.

Rental Rate: \$6,110 per month (\$94.00 per space per month), payable in advance.

Operator may increase the rental rate only upon expiration of the Current Term and only by notifying Travis County of such increase at least ninety (90) days prior to the date of expiration of the Current Term. In the event Operator fails to provide the 90-day notice, or in the event Operator elects not to increase the rental rate, no rate increase shall take effect if and when Travis County exercises its right to renew this Agreement, as provided below, and the current rental rate shall continue to be effective for the duration of the renewal term.

Billing Address: Monthly parking invoices should be sent to Roger El-Khoury, P.E., Director, Travis County Facilities Management, P.O. Box 1748, Austin, Texas 78767. Any changes in the above billing address shall be provided to Operator by written notice by the 15th of the month.

Remitting Address: Monthly payments shall be remitted to: Central Parking System - Parking Office, 815 Brazos Street, Suite 100, Austin, Texas 78701.

Location: Vehicle(s) may be parked in any legal parking space(s) throughout the Parking Garage not signed "Reserved." Non-reserved parking spaces shall be available on a first-come, first-served basis.

Access: Access will be 24 hours a day, 7 days a week, 365 days a year.

Renewal: Travis County shall have the right to renew this Agreement for a period of one (1) year by providing Operator with thirty (30) days written notice prior to the expiration of the Current Term. In the event Travis County exercises its right to renew as provided herein, the rental rate for any such renewal period shall be as provided in the "Rental Rate" provision above.

**Assignability:** Travis County may not assign this Agreement without obtaining the prior written consent of Operator, said consent not to be unreasonably withheld.

**Cancellation:** Either party shall have the right to cancel this Agreement for any reason upon thirty (30) days written notice. Operator shall have the right to cancel this Agreement if the account is more than forty-five (45) days past due.

In addition, Operator has the right to cancel this Agreement upon written notice in the event the Parking Garage is sold or Operator's underlying agreement to operate the Parking Garage should terminate or expire.

County has the right to cancel this Agreement by giving ninety (90) days advance written notice to Operator stating that Travis County has failed to provide funding for this Agreement for the following fiscal year of Travis County, Texas. County, upon giving Operator the notice, may terminate this Agreement without any further liability, effective as of the last day of the 90-day notice period.

**Forfeiture:** If Operator has done business with a Key Contracting Person, as listed in "Exhibit A" to the affidavit attached as **Attachment 1** and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by Operator or does business with any such key person at any time after the date of execution of this Agreement by Operator and prior to full performance of this Agreement, Operator shall forfeit all benefits of this Agreement, and Travis County shall retain all performance by Operator and shall recover all consideration, or the value of all consideration, paid to Operator pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to section 32.004(f) of the Travis County Ethics Policy. Operator may utilize "Exhibit B" to **Attachment 1** for this purpose. "Has done business" and "does business" mean:

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

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

but does not include

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

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

(v) a transaction for a financial service or insurance coverage made on behalf of Operator if Operator is a national or multinational corporation by an agent, employee or other representative of Operator who does not know and is not in a position that he or she should have known about this Agreement.

Mediation:

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

Conflict of Interest

Questionnaire:

If required under Chapter 176 Texas Local Government Code, Operator shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Operator shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Operator shall file an updated,

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

W-9: Operator shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Agreement funds are payable.

Property Taxes: In the event any property taxes on any property owned by Operator located in Travis County, Texas, are overdue and delinquent, then the overdue and delinquent amount shall be withheld from any payments due Operator and paid to the appropriate taxing jurisdiction. Operator assigns any payments due under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

Exempt Contract: The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(6) of the Local Government Code in that it involves land.

Entirety: This Agreement represents the entire and integrated Agreement between Operator and Travis County and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both Operator and Travis County. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT BY SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

TRAVIS COUNTY

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

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

CENTRAL PARKING SYSTEM OF TEXAS, INC.

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

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

**ATTACHMENT 1**

STATE OF TEXAS }  
COUNTY OF TRAVIS }

**ETHICS AFFIDAVIT**

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of Operator: \_\_\_\_\_  
County of Operator: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Operator to make this affidavit for Operator.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Operator has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Operator is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in Exhibit "B" to this affidavit.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public of the  
State of Texas

\_\_\_\_\_  
Printed Name of Notary  
My commission expires: \_\_\_\_\_

**Exhibit "A" to Attachment 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**December 8, 2009**

## CURRENT

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

215428-1

**CURRENT - continued**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent .....	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent .....	Marvin Brice, CPPB	
Assistant Purchasing Agent .....	Bonnie Floyd, CPPO, CPPB, CTPM	

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 3 .....	Gerald Daugherty .....	12/31/09
Executive Assistant .....	Robert Moore .....	12/31/09
Executive Assistant .....	Martin Zamzow .....	12/31/09
First Assistant County Attorney .....	Randy Leavitt .....	1/23/10
Attorney, Transactions Division .....	Stacy Wilson .....	7/06/10
Executive Manager, Administrative .....	Alicia Perez .....	9/01/10

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



**Exhibit "B" to Attachment 1**

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

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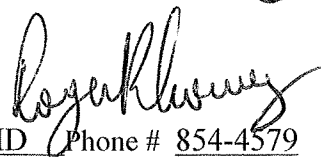
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If no one is listed above, Operator warrants that Operator is not doing business and has not done business during the 365-day period immediately prior to the date on which this proposal is due with any key person.

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

24 ✓

Voting Session: December 22, 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 regarding the parking lease between Travis County and Central Parking System of Texas, Inc., for parking at 1250 Guadalupe (Exec Session Gov't Code Ann 551.071 & 551.072)

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

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

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

Tenley Aldredge, Assistant County Attorney, 49415

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

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 DEC 15 AM 11:53



## FACILITIES MANAGEMENT DEPARTMENT

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

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

### MEMORANDUM

**FMD Project:** LEASE-04-10X-1R

**FILE:** 1402

**TO:** Members of the Commissioners Court  
**FROM:** Roger A. El Khoury, M.S., P.E., Director  
**DATE:** December 15, 2009  
**SUBJECT:** Lease Agreement – Parking – Central Parking Systems of Texas, Inc.

A handwritten signature in black ink that reads "Roger A. El Khoury".

### Proposed Motion:

Consider and take appropriate action regarding the parking lease between Travis County and Central Parking System of Texas, Inc., for parking at 1250 Guadalupe (Exec Session Gov't Code Ann 551.071 & 551.072)

### Summary and Staff Recommendation:

Facilities Management Department recommends approval of a new lease with Central Parking System of Texas, Inc., for the same number and location of spaces as previously rented. Travis County has three parking leases currently in place with Central Parking that will expire on December 31, 2009. At 1250 Guadalupe Street, the County had a lease for 5 slots at \$90 per slot per month. FMD recommends approval of a new lease for these 5 parking slots at the same cost per month.

Exhibit One is the related new parking lease for the 1250 Guadalupe Street lot. This new agreement has a one year renewal period.

### Budgetary and Fiscal Impact:

FY 10 Budget impact of new agreement: (funding included in current lease budget)

- 1250 Guadalupe – 5 slots \$4,050 (9 months @ \$450)
- Annualized cost - \$5,400

### Background:

The County has leased 5 spaces at 1250 Guadalupe since September 2000. Parking spaces are assigned to County employees.

**Required Authorizations:**

Legal: John Hille, Jr., Assistant County Attorney

Budget: N/A

Purchasing: N/A

**Exhibit:**

Lease Amendment – 5 Spaces at 1250 Guadalupe

STATE OF TEXAS

COUNTY OF TRAVIS

LEASE FOR PARKING SPACES  
AT 1250 GUADALUPE

**Term:** The term of this agreement (this "Agreement") shall commence January 1, 2010 (the "Commencement Date") and terminate December 31, 2010 (the "Current Term").

**# of Spaces:** Central Parking System of Texas, Inc. ("Operator") shall provide five (5) parking spaces in the parking lot located at 1250 Guadalupe, Austin, Texas 78701 (the "Parking Lot").

**Conditions:** Travis County shall have the right to use the above-described 5 parking spaces in accordance with the terms and conditions set forth herein.

Travis County agrees to contract for and Operator shall activate 5 parking spaces by the Commencement Date. Beginning January 1, 2010, charges for each space incurred to date will be due; charges for each space to be paid each month thereafter will be payable throughout the term of this Agreement, in advance, on the first day of each month.

If Operator wishes to delete any parking space from the number of spaces covered by this Agreement, it shall give County thirty (30) days prior written notice; if such notice is not provided, no charges for the deleted space shall become due. In addition, Operator agrees to provide Travis County with immediate notification when and if any additional parking spaces in the Parking Lot become available for use by Travis County.

Charges are for spaces only. Neither Operator nor the owners of the Parking Lot assume responsibility whatsoever for loss or damage of vehicles or their contents, however caused. VEHICLES SHOULD BE LOCKED AND VALUABLES SHOULD NOT BE LEFT IN VEHICLES.

Travis County agrees to abide by any and all reasonable regulations pertaining to the use of the Parking Lot and the leased spaces as may, from time to time, be prescribed by Operator. Travis County further agrees to park all vehicles in any area within the Parking Lot designated by Operator.

No refunds, credits or allowances will be granted to Travis County for absence, vacation or other non-use of the Parking Lot.

Rate: \$450.00 per month.

Operator may increase the rental rate at any time upon or following the expiration of the Current Term by notifying Travis County of such increase at least thirty (30) days prior to the effective date of such increase.

Billing Address: Monthly parking invoices should be sent to Roger El-Khoury, P.E., Director, Travis County Facilities Management, P.O. Box 1748, Austin, Texas 78767. Any changes in the above billing address shall be provided to Operator by written notice by the 15th of the month.

Remitting Address: Monthly payments shall be remitted to: Central Parking System - Parking Office, 815 Brazos Street, Suite 100, Austin, Texas 78701.

Location: Vehicle(s) may be parked in any legal parking space(s) throughout the Parking Lot not signed "Reserved." Non-reserved parking spaces shall be available on a first-come, first-served basis.

Access: Access will be 24 hours a day, 7 days a week, 365 days a year.

Renewal: Travis County shall have the right to renew this Agreement for a period of one (1) year by providing Operator with thirty (30) days written notice prior to the expiration of the Current Term. In the event Travis County exercises its right to renew as provided herein, the rental rate for any such renewal period shall be as provided in the "Rental Rate" provision above.

**Assignability:** Travis County may not assign this Agreement without obtaining the prior written consent of Operator, said consent not to be unreasonably withheld.

**Cancellation:** Either party shall have the right to cancel this Agreement for any reason upon thirty (30) days written notice. Operator shall have the right to cancel this Agreement upon five (5) days' notice if the account is more than forty-five (45) days past due.

In addition, Operator has the right to cancel this Agreement upon written notice in the event the Parking Lot is sold or Operator's underlying agreement to operate the Parking Lot should terminate or expire.

**Forfeiture:** If Operator has done business with a Key Contracting Person, as listed in "Exhibit A" to the affidavit attached as **Attachment 1** and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by Operator or does business with any such key person at any time after the date of execution of this Agreement by Operator and prior to full performance of this Agreement, Operator shall forfeit all benefits of this Agreement, and Travis County shall retain all performance by Operator and shall recover all consideration, or the value of all consideration, paid to Operator pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to section 32.004(f) of the Travis County Ethics Policy. Operator may utilize "Exhibit B" to **Attachment 1** for this purpose. "Has done business" and "does business" mean:

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

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

but does not include

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

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

(v) a transaction for a financial service or insurance coverage made on behalf of Operator if Operator is a national or multinational corporation by an agent, employee or other representative of Operator who does not know and is not in a position that he or she should have known about this Agreement.

Mediation:

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

Conflict of Interest  
Questionnaire:

If required under Chapter 176 Texas Local Government Code, Operator shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Operator shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Operator shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that



would make a statement in the questionnaire incomplete or inaccurate. Operator should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Operator, Operator shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

W-9: Operator shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Agreement funds are payable.

Property Taxes: In the event any property taxes on any property owned by Operator located in Travis County, Texas, are overdue and delinquent, then the overdue and delinquent amount shall be withheld from any payments due Operator and paid to the appropriate taxing jurisdiction. Operator assigns any payments due under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

Exempt Contract: The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(6) of the Local Government Code in that it involves land.

Entirety: This Agreement represents the entire and integrated Agreement between Operator and Travis County and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both Operator and Travis County. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT BY SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

TRAVIS COUNTY

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

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

CENTRAL PARKING SYSTEM OF TEXAS, INC.

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

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

**ATTACHMENT 1**

STATE OF TEXAS }  
COUNTY OF TRAVIS }

**ETHICS AFFIDAVIT**

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of Operator: \_\_\_\_\_  
County of Operator: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Operator to make this affidavit for Operator.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Operator has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Operator is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in Exhibit "B" to this affidavit.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public of the  
State of Texas

\_\_\_\_\_  
Printed Name of Notary  
My commission expires: \_\_\_\_\_

**Exhibit "A" to Attachment 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**December 8, 2009**

## CURRENT

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

**CURRENT - continued**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent .....	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent .....	Marvin Brice, CPPB	
Assistant Purchasing Agent .....	Bonnie Floyd, CPPO, CPPB, CTPM	

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 3.....	Gerald Daugherty .....	12/31/09
Executive Assistant .....	Robert Moore .....	12/31/09
Executive Assistant .....	Martin Zamzow .....	12/31/09
First Assistant County Attorney .....	Randy Leavitt .....	1/23/10
Attorney, Transactions Division .....	Stacy Wilson.....	7/06/10
Executive Manager, Administrative .....	Alicia Perez .....	9/01/10

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

**Exhibit "B" to Attachment 1**

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

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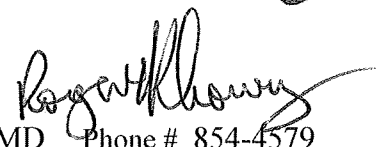
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If no one is listed above, Operator warrants that Operator is not doing business and has not done business during the 365-day period immediately prior to the date on which this proposal is due with any key person.

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

25 ✓

Voting Session: December 22, 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 regarding the parking lease between Travis County and Texas Air and Gas Association for parking at for parking at 1300 Guadalupe (Exec Session Gov't Code Ann 551.071 & 551.072)

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

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

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

Tenley Aldredge, Assistant County Attorney, 49415

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 DEC 15 11:11:58



## FACILITIES MANAGEMENT DEPARTMENT


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

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

### MEMORANDUM

**FMD Project:** LEASE-05-10X-1R  
**FILE:** 1402

**TO:** Members of the Commissioners Court

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

**DATE:** December 15, 2008

**SUBJECT:** Lease Agreement – Parking – Texas Oil and Gas Association

### Proposed Motion:

Consider and take appropriate action regarding the parking lease between Travis County and Texas Oil and Gas Association for parking at 1300 Guadalupe (Exec Session Gov't Code Ann 551.071 & 551.072)

### Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of a new lease with the Texas Oil and Gas Association for the same number and location of spaces as previously rented. Travis County has a parking lease currently in place with Texas Oil and Gas Association that will expire on December 31, 2009. FMD recommends approval of a new lease for the ten slots located at the surface lot at 1300 Guadalupe. These slots were previously and will remain at \$75 per slot per month.

Exhibits One is the related new parking lease for the 1300 Guadalupe Street lot. This new agreement has a one year renewal period.

### Budgetary and Fiscal Impact:

FY 10 Budget impact of this new agreement: (funding included in current lease budget)

- 1300 Guadalupe – 10 slots \$6,750 (9 months @ \$750)
- Annualized cost - \$9,000

### Background:

Travis County has leased parking spaces at the 1300 Guadalupe Street lot since September 2000. The original agreement was with Central Parking, Inc., but was assigned and assumed by Texas Oil and Gas Association on September 1, 2006.



**Required Authorizations:**

Legal: John Hille, Jr., Assistant County Attorney

Budget: N/A

Purchasing: N/A

**Exhibit:**

Lease Amendment – 10 Spaces 1300 Guadalupe

STATE OF TEXAS

COUNTY OF TRAVIS

LEASE FOR PARKING SPACES  
AT 1300 GUADALUPE

**Term:** The term of this agreement (this "Agreement") shall commence January 1, 2010 (the "Commencement Date") and terminate December 31, 2010 (the "Current Term").

**# of Spaces:** Texas Oil & Gas Association ("Operator") shall provide ten (10) parking spaces in the parking lot located at 1300 Guadalupe, Austin, Texas 78701 (the "Parking Lot").

**Conditions:** Travis County shall have the right to use the above-described 10 parking spaces in accordance with the terms and conditions set forth herein.

Travis County agrees to contract for and Operator shall activate 10 parking spaces by the Commencement Date. Beginning January 1, 2010, charges for each space incurred to date will be due; charges for each space to be paid each month thereafter will be payable throughout the term of this Agreement, in advance, on the first day of each month.

If Operator wishes to delete any parking space from the number of spaces covered by this Agreement, it shall give County thirty (30) days prior written notice; if such notice is not provided, no charges for the deleted space shall become due. In addition, Operator agrees to provide Travis County with immediate notification when and if any additional parking spaces in the Parking Lot become available for use by Travis County.

Charges are for spaces only. Operator assumes no responsibility whatsoever for loss or damage of vehicles or their contents, however caused. VEHICLES SHOULD BE LOCKED AND VALUABLES SHOULD NOT BE LEFT IN VEHICLES.

Travis County agrees to abide by any and all reasonable regulations pertaining to the use of the Parking Lot and the leased spaces as

may, from time to time, be prescribed by Operator. Travis County further agrees to park all vehicles in any area within the Parking Lot designated by Operator.

No refunds, credits or allowances will be granted to Travis County for absence, vacation or other non-use of the Parking Lot.

Rate: \$750.00 per month.

Operator may increase the rental rate only upon expiration of the Current Term and only by notifying Travis County of such increase at least ninety (90) days prior to the date of expiration of the Current Term. In the event Operator fails to provide the 90-day notice, or in the event Operator elects not to increase the rental rate, no rate increase shall take effect if and when Travis County exercises its right to renew this Agreement, as provided below, and the current rental rate shall continue to be effective for the duration of the renewal term.

Billing Address: Monthly parking invoices should be sent to Roger El Khoury, P.E., Director, Travis County Facilities Management, P.O. Box 1748, Austin, Texas 78767. Any changes in the above billing address shall be provided to Operator by written notice by the 15th of the month.

Remitting Address: Monthly payments shall be remitted to: Texas Oil & Gas Association, Inc., 304 West 13<sup>th</sup> Street, Austin, Texas 78701-1823.

Location: Vehicle(s) may be parked in any legal parking space(s) throughout the Parking Lot not signed "Reserved." Non-reserved parking spaces shall be available on a first-come, first-served basis.

Access: Access will be 24 hours a day, 7 days a week, 365 days a year.

Renewal: Travis County shall have the right to renew this Agreement for a period of one (1) year by providing Operator with thirty (30) days written notice prior to the expiration of the Current Term. In the event Travis County exercises its right to renew as provided herein, the rental rate for any such renewal period shall be as provided in the "Rental Rate" provision above.

**Assignability:** Travis County may not assign this Agreement without obtaining the prior written consent of Operator, said consent not to be unreasonably withheld.

**Cancellation:** Either party shall have the right to cancel this Agreement for any reason upon thirty (30) days written notice. Operator shall have the right to cancel this Agreement if the account is more than forty-five (45) days past due.

In addition, Operator has the right to cancel this Agreement upon written notice in the event the Parking Lot is sold.

County has the right to cancel this Agreement by giving ninety (90) days advance written notice to Operator stating that Travis County has failed to provide funding for this Agreement for the following fiscal year of Travis County, Texas. County, upon giving Operator the notice, may terminate this Agreement without any further liability, effective as of the last day of the 90-day notice period.

**Forfeiture:** If Operator has done business with a Key Contracting Person, as listed in "Exhibit A" to the affidavit attached as **Attachment 1** and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by Operator or does business with any such key person at any time after the date of execution of this Agreement by Operator and prior to full performance of this Agreement, Operator shall forfeit all benefits of this Agreement, and Travis County shall retain all performance by Operator and shall recover all consideration, or the value of all consideration, paid to Operator pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to section 32.004(f) of the Travis County Ethics Policy. Operator may utilize "Exhibit B" to **Attachment 1** for this purpose. "Has done business" and "does business" mean:

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

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

but does not include

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

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

(v) a transaction for a financial service or insurance coverage made on behalf of Operator if Operator is a national or multinational corporation by an agent, employee or other representative of Operator who does not know and is not in a position that he or she should have known about this Agreement.

Mediation:

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

Conflict of Interest

Questionnaire:

If required under Chapter 176 Texas Local Government Code, Operator shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Operator shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Operator shall file an updated,

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

W-9: Operator shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Agreement funds are payable.

Property Taxes: In the event any property taxes on any property owned by Operator located in Travis County, Texas, are overdue and delinquent, then the overdue and delinquent amount shall be withheld from any payments due Operator and paid to the appropriate taxing jurisdiction. Operator assigns any payments due under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

Exempt Contract: The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(6) of the Local Government Code in that it involves land.

Entirety: This Agreement represents the entire and integrated Agreement between Operator and Travis County and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both Operator and Travis County. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT BY SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

TRAVIS COUNTY

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

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

TEXAS OIL & GAS ASSOCIATION, INC.

By: William Ennis  
Bill Ennis  
Vice-President for Member and Media Relations

Date: Dec 7 2009

**ATTACHMENT 1**

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

**ETHICS AFFIDAVIT**

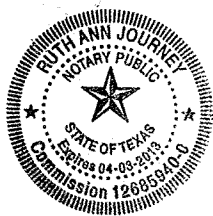
Date: December 7 2009  
Name of Affiant: William Ennis  
Title of Affiant: Vice President for Member & Media Relations  
Business Name of Operator: TXOGA, Inc.  
County of Operator: Travis County

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Operator to make this affidavit for Operator.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Operator has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Operator is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in Exhibit "B" to this affidavit.

William Ennis  
Signature of Affiant  
304 W. 13th Street, Austin, TX 78701  
Address

SUBSCRIBED AND SWORN TO before me by Dec. 14<sup>th</sup>, 2009.



Ruth Ann Journey  
Notary Public of the  
State of Texas  
Ruth Ann Journey  
Printed Name of Notary  
My commission expires: 4/3/13



**Exhibit "A" to Attachment 1  
LIST OF KEY CONTRACTING PERSONS  
November 12, 2009**

CURRENT

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

**CURRENT - continued**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent .....	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent .....	Marvin Brice, CPPB	
Assistant Purchasing Agent .....	Bonnie Floyd, CPPO, CPPB, CTPM	

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 3 .....	Gerald Daugherty .....	12/31/09
Executive Assistant .....	Robert Moore .....	12/31/09
Executive Assistant .....	Martin Zamzow .....	12/31/09
First Assistant County Attorney . .....	Randy Leavitt .....	1/23/10
Attorney, Transactions Division . .....	Stacy Wilson .....	7/06/10
Executive Manager, Administrative.....	Alicia Perez .....	9/01/10

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

**Exhibit "B" to Attachment 1**

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

N/A
N/A
N/A
N/A
N/A
N/A

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

VS#

27

TRAVIS COUNTY COMMISSIONER'S COURT  
AGENDA REQUEST

Please consider the following item for Voting Session on: December 22, 2009

I. A. Request made by: Sheriff Greg Hamilton Phone No. 854-9788

B. Requested Text:

**Consider and approve request by Travis County Sheriff's Office to execute a memorandum of understanding between TCSO and the Texas Attorney General's Office for participation in the Internet Crimes Against Children Task Force.**

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COUNTY JUDGE'S OFFICE  
09 DEC 17 PM 12:15

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

II. A. Is backup material attached \*: Yes  No

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

B. Have the agencies affected by this request been invited to attend the work session? Yes  No

Please list those contacted and their phone numbers:

Jim Connolly, County Attorney

County Auditor

III. PERSONNEL  
A change in your department's personnel (reclass., etc.).

IV. BUDGET REQUEST:  
If your request involves funding for your department please check:

\_\_\_\_\_ Additional funding for your department

\_\_\_\_\_ Transfer of funds within your department budget

\_\_\_\_\_ A change in your department's personnel

The County Personnel (854-9165) and / or the Budget and Research Office (854-9171) must be notified before submission of this agenda request.

AGENDA REQUEST DEADLINE

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 on Monday for the next week's meeting



**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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

JIM SYLVESTER  
Chief Deputy

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

**November 20, 2009**

**MEMORANDUM**

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

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

**SUBJECT:** Internet Crimes Against Children Task Force MOU 2009

Attached you will find a memorandum of understanding between the Travis County Sheriff's Office and the Texas Attorney General recognizing our participation in the Internet Crimes Against Children Task Force.

This task force is a multi-jurisdictional team whose goal is to focus on the investigation of cyber crimes against children. The mou outlines the roles and responsibilities of all parties involved in the task force.

As the Sheriff's authorization to execute this type of MOU is not expressly listed in statute, we are requesting Commissioners' Court approval for the Sheriff to execute the document. This document has already been reviewed by the County Attorney.

While the MOU does hinge on some grant funding, there is no exchange of funds for the county. TCSO staff may receive training from the AG's office but there is not a reimbursement of expenditures related to the investigation of these offenses by our staff. Simply put, what Travis County gains is the assistance of the AG's office and the other partnering agencies in the investigation of these crimes in our area.

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

Cc: Co Atty, Co Auditor

# MEMORANDUM OF UNDERSTANDING

## INTERNET CRIMES AGAINST CHILDREN TASK FORCE PARTIES

The Texas Attorney General's Office is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (**OJJDP**) grant to enforce laws regarding Internet crimes against children (**ICAC**), and the Texas Attorney General's Office utilizes this grant to administer and operate the ICAC Task Force.

This Memorandum of Understanding (**MOU**) is entered into by the Texas Attorney General's Office and the ~ (hereinafter "DEPARTMENT").

### OVERVIEW / MISSION STATEMENT

OJJDP has created the ICAC Task Force Program, which is a national network of state and local law enforcement cyber crime units. The national ICAC program assists state and local law enforcement agencies develop an effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases.

The mission of the Texas Attorney General's ICAC Task Force therefore is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting ICAC; and (3) provide community education regarding the prevention of ICAC.

### PURPOSE

The purpose of this MOU is to formalize the working relationship between the **DEPARTMENT** and the Texas Attorney General's ICAC Task Force, as well as to delineate the responsibilities and expectations of the relevant parties. By signing this MOU, **DEPARTMENT** agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigating ICAC. By joining this Task Force, **DEPARTMENT**

will benefit from grant resources, joint operations, and extensive training opportunities.

By entering into this MOU, the Office will benefit from the investigative support from **DEPARTMENT**.

## **INVESTIGATIONS**

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other Texas Attorney General's Office ICAC task force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards (attached). Violation of the ICAC operational standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

**DEPARTMENT** will:

Only sworn **DEPARTMENT** law enforcement personnel will conduct undercover ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC training prior to initiating proactive investigations and shall submit reports of all undercover activity to the Texas Attorney General's Office.

Conduct reactive investigations where subjects are associated with **DEPARTMENT'S** jurisdiction, including investigations of child pornography, CYBERTIP referrals from NCMEC, Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

Record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Program Manager.

Provide agents assigned to the Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Locate its ICAC investigators in secured space provided by **DEPARTMENT** with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of **DEPARTMENT** ICAC Task Force personnel, with restricted access to authorized personnel only.

Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force.

## **SUPERVISION**

**DEPARTMENT** will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

## **LIABILITY**

**DEPARTMENT** is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their official duties.

## **REPORTING STATISTICS**

Using a form provided by the Texas Attorney General's Office, **DEPARTMENT** shall submit monthly statistics to the Office on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the **10th** day of each month, and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.



In addition, a breakdown of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by **DEPARTMENT**. The Texas Attorney General's Office will then be responsible for all required reporting to OJJDP.

## **TRAINING**

**DEPARTMENT** shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The Texas Attorney General's Office will review training requests and provide funding for ICAC-approved training when appropriate.

## **CONFIDENTIALITY**

It is understood that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence, and will only be shared with participating Texas Attorney General's Office ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

## **EFFECTIVE DATE**

This agreement shall be effective on \_\_\_\_\_, 2009 and continue until such time as federal funding for the Grant ends or the agreement is canceled by either party upon written notice delivered to both agency directors.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Sheriff Greg Hamilton  
~ Travis County Sheriff's Office

\_\_\_\_\_  
Attorney General Greg Abbott or his Designee  
Office of the Attorney General – State of Texas

28-29

RECEIVED  
COUNTY JUDGE'S OFFICE  
DEC 15 PM 2:44

# Travis County Commissioners' Court Agenda Request

Meeting Date: December 22, 2009

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY APPOINTMENT TO THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS.

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY APPOINTMENT TO FILL A VACANCY ON THE BOARD OF DIRECTORS OF THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY.

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

**NONE APPLICABLE.**

**NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:**

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 DEC 15 PM 2:43

Joe Gieselman, Executive Manager  
Transportation and Natural Resources  
Phone: 854-9383  
Email: JOE.GIESELMAN@co.travis.tx.us

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

30

Please consider the following item for: 12-22-2009

CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENTS TO CONTINUE THE TRUANCY COURT PILOT PROJECT FOR FY 2010:

- A) AMENDMENT NUMBER EIGHT WITH THE AUSTIN INDEPENDENT SCHOOL DISTRICT.
- B) AMENDMENT NUMBER NINE WITH THE CITY OF AUSTIN.

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

Estela P. Medina, Chief Juvenile Probation Officer

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COUNTY JUDGE'S OFFICE  
09 DEC -7 PM 2:28

Approved by:

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

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

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

III. Required Authorizations: Please check if applicable:

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

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

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

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

**Purchasing Office (473-9700)**

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

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

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

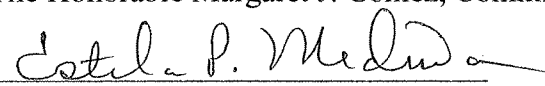


# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA  
Chief Juvenile Probation Officer

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

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

FROM:   
Estela P. Medina  
Chief Juvenile Probation Officer

SUBJECT: Approval of Amendment Eight with the Austin Independent School District and Amendment Nine with the City of Austin to the Truancy Court Pilot Project Agreement.

DATE: December 7, 2009

Travis County Juvenile Probation Department respectfully requests approval of the attached Amendment Number Eight with the Austin Independent School District and Amendment Nine with the City of Austin to the Truancy Court Pilot Project Agreement. These Amendments will allow the County to continue to receive a contribution from AISD of \$97,411 and from the City of Austin of \$38,828 to assist with the operations of the Truancy Court Pilot Project for FY2010. Amendment Eight with AISD also modifies the terms of the grant to allow the AISD Truancy Court funds to be used to purchase incentives for Juveniles in the program. The Amendment with the City is largely unchanged from FY 09.

Primary funding for the Truancy Court comes from AISD, The City of Austin, and from Juvenile Probation Grant Funds. The General Fund supports some of the personnel costs of the Associate Judge that administers the Truancy Court, and an allocation for an Assistant District Attorney who prosecutes cases in the Court. Total FY 2010 funding for the Truancy Court is estimated at \$491,251.

Amendment Eight and Nine have been approved by the Board of Trustees for the Austin Independent School District and the City Council of the City of Austin, respectively and by the Travis County Juvenile Board. We request your review and approval of these amendments. Please advise if you have any questions you may have.

CC: Jim Connolly  
Sylvia Mendoza  
Barbara Swift  
Travis Gatlin

AMENDMENT NUMBER EIGHT  
TO AGREEMENT FOR  
TRUANCY COURT PILOT PROJECT

This Amendment Number Eight (this "Amendment") to the Truancy Court Pilot Project is entered into by Travis County ("COUNTY"), the Travis County Juvenile Board ("TCJB") and the Austin Independent School District ("AISD"), hereinafter collectively referred to as the "Parties", pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, in February of 2002 the Parties entered into an Agreement for Truancy Court Pilot Project (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Initial Term of the Agreement was from the date of its execution through September 30, 2002; and,

WHEREAS, the Agreement provided that the term of the Agreement could be extended for additional one-year terms by written agreement of the Parties; and,

WHEREAS, from October 1, 2009 to the date of this Amendment, the Parties have continued to operate the Truancy Court Pilot Project without formal written amendment of the Agreement to extend its terms; and

WHEREAS, the Parties desire to ratify and approve the extension of the Agreement from October 1, 2009, through September 30, 2010, and to provide funding for such term.

NOW, THEREFORE, in consideration of the above premises, the Parties hereby ratify and approve this Amendment Number Eight to the Agreement as follows:

1. The Agreement is extended for an additional one-year period, from October 1, 2009, through September 30, 2010 (the "FY 2010 Term").
2. AISD agrees to provide funding to County in the amount of \$97,411 for the services provided by TCJB from October 1, 2009 through September 30, 2010. COUNTY shall invoice AISD on a quarterly basis and invoices shall be accompanied by records or documentation supporting the invoiced amount. Expenditures of Truancy Court Pilot Project FY 2010 funds shall include operating expenses and personnel costs as determined by the Truancy Court Program Administrator. Operating expenses may include the expenditure of funds for incentives to youth participation in the project.

3. Except for the changes made in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

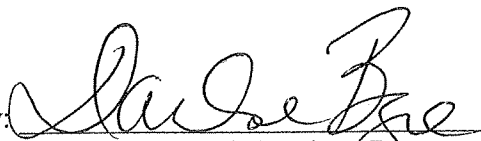
4. This Amendment shall be effective October 1, 2009.

Executed as of the latest date set forth below:


**COUNTY OF TRAVIS**

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

**TRAVIS COUNTY JUVENILE BOARD**

By:  \_\_\_\_\_ Date 10/13/09  
The Honorable Darlene Byrne  
126<sup>th</sup> Judicial District Court  
Chair of the Juvenile Board

**AUSTIN INDEPENDENT SCHOOL DISTRICT**

By:  \_\_\_\_\_ Date 9/29/09  
Mark Williams, President  
Board of Trustees

APPROVED AS TO LEGAL FORM  
MWB 9/17/09

**TRUANCY COURT  
FY 2010 Budget  
"Attachment A"**

Original Budget
--------------------

**Personnel**

272-4569	4 - JPO III	\$ 243,036
054-4520	1 - Court Judge, 1 - Legal Secretary	\$ 189,374
	1 - P/T Prosecutor -DA	\$ 52,836

<b>Total Personnel</b>	<b>\$ 485,246</b>
------------------------	-------------------

**Operating (including incentives)**

\$	-
\$	6,005
\$	-

<b>GRAND TOTAL</b>	<b>\$ 491,251</b>
--------------------	-------------------

**Funding Sources:**

<b>Rollover FY 2009</b>	<b>\$ 3,550</b>
Travis County	\$ 243,036
Travis County - DA	\$ 52,836
AISD	\$ 97,411
City of Austin	\$ 37,515
GF Co. Contribution-Judges Salary	\$ 56,203
Interest	\$ 700
	<b>\$ 491,251</b>

AMENDMENT NUMBER NINE TO THE TRUANCY COURT PILOT PROJECT  
AGREEMENT BETWEEN THE CITY OF AUSTIN, TRAVIS COUNTY, AND THE  
TRAVIS COUNTY JUVENILE BOARD

This Amendment Number Nine (Amendment Nine) to the Truancy Court Pilot Project Agreement is entered into by Travis County (County), the Travis County Juvenile Board, a political subdivision of the state (TCJB), and the City of Austin, a Texas home rule municipal corporation (City), pursuant to Chapter 791 of the Texas Government Code, entitled the "Interlocal Cooperation Act". Each party is referred to below as a "Party" and the parties are collectively referred to as "Parties".

Background:

In February of 2002, the Parties entered into an agreement for Truancy Court Pilot Project (Agreement), which is attached as Exhibit A; and,

The Initial Term of the Agreement was from the date of its execution through September 30, 2002; and,

The Agreement provided that the term of the Agreement could be extended for additional one-year terms by written agreement of the Parties; and,

In January of 2007, the City Council authorized certain renewals of the Agreement; and

The Parties entered into Amendment Seven to the Agreement for the period October 1, 2008, through September 30, 2009, that was subsequently further amended by Amendment Eight to the Agreement for the same period October 1, 2008 through September 30, 2009;

The Parties now desire to ratify and approve the extension of the Agreement from the period October 1, 2009, through September 30, 2010, and to provide funding for such term.

NOW, THEREFORE, the Parties hereby ratify and approve this Amendment Number Nine to the Agreement as follows:

1. The Agreement is extended for an additional 12 month period, from October 1, 2009, through September 30, 2010 (the "FY 2010 Term" or "FY 2010"). The City agrees to provide funding to the County for the services provided by its Juvenile Probation Department from October 1, 2009 through September 30, 2010, for a total annual contract amount not to exceed \$38,828 for this 12 month period.




2. The Truancy Court Pilot Project ("Truancy Court Pilot Project" or "Program") Budget for FY 2010 is attached hereto as Exhibit B and made a part hereof. County shall invoice City on a quarterly basis for City's share of FY 2010 funding as set forth in Exhibit B. County agrees that any invoice it submits to City in connection with the Program shall be accompanied by records or documentation supporting the invoiced amount. Expenditures of Truancy Court Pilot Project FY 2010 funds shall be in accordance with the FY 2010 Budget (Exhibit B). County is authorized to change funding allocations between budget line items in response to Program needs. County shall account for all incoming funds and expense transactions of the Program through a separate and distinguishable fund.
  
3. The parties agree that except as specifically amended above, all other terms of the Agreement remain binding and unchanged.
  
4. This Amendment shall have an effective date of October 1, 2009.

Executed as of the latest date set forth below:

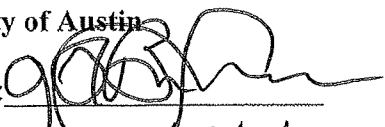
**COUNTY OF TRAVIS**

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

**TRAVIS COUNTY JUVENILE BOARD**

By:  12/24/09  
 The Honorable Darlene Byrnes Date  
 126<sup>th</sup> Judicial District Court  
 Chair of the Juvenile Board

**City of Austin**

By:  Date: 11/12/09  
 Title: Assistant City Manager

# EXHIBIT A

**AGREEMENT FOR  
TRUANCY COURT PILOT PROJECT**

This Agreement for Truancy Court Pilot Project ("Agreement") is made and entered into by Travis County ("COUNTY"), the Travis County Juvenile Board ("TCJB") and the City of Austin ("CITY"), hereinafter collectively referred to as the "Parties", pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act.

WHEREAS, the Texas Education Code and the Texas Family Code provide for compulsory school attendance in the State of Texas and enforcement proceedings in justice and municipal courts; and,

WHEREAS, the Parties share an interest in efficiently addressing truancy in the City of Austin and Travis County; and,

WHEREAS, the Parties desire to establish a collaborative effort to implement a Truancy Court Pilot Project in order to create a comprehensive and coordinated approach to addressing, reducing and preventing truancy;

NOW, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the Parties agree as follows:

1.0 General Statement of Intent The Parties hereby enter into this Agreement to establish and implement a Truancy Court Pilot Project as part of a collaborative effort to reduce and prevent truancy.

2.0 Agreement Period

2.1 Initial Term. The Initial Term of this Agreement shall commence when it has been executed by all Parties and shall continue through September 30, 2002, unless earlier terminated as provided herein.

2.2 Renewal Term(s). By written agreement of the Parties, this Agreement may be extended for additional one-year renewal terms beyond the Initial Term.

2.3 Termination. Any Party may terminate this Agreement at any time by providing each other Party written notice of its intent to terminate at least 30 days prior to the effective date of the termination.

3.0 Truancy Court Pilot Project Operations

3.1 The Truancy Court Pilot Project shall focus initially upon truancy among eighth graders at Mendez Middle School and among ninth graders at Travis High School. Upon agreement of the Parties, school and grade designations may be changed, added or deleted.

3.2 TCJB personnel will work with the Austin Independent School District to track daily attendance and receive referrals of students to Truancy Court when students have accumulated an agreed upon number of unexcused absences for a day or any part of a day within four weeks.

3.3 Pilot Project truancy cases will be handled by the Travis County Truancy Court Judge, who shall be a juvenile referee appointed by the TCJB. Initial hearings will be held at the truant's school. The Truancy Court Judge will travel to the school for the hearings. Subsequent hearings may be held at Travis County Juvenile Court or at a Justice of the Peace Precinct Court.

3.4 Juvenile probation officers will monitor Pilot Project truancy cases to ensure that the Truancy Judge's orders are carried out.

#### 4.0 Truancy Court Pilot Project Funding

4.1 The Parties have agreed upon a Projected Budget for Fiscal Year 2002 (October 1, 2001 through September 30, 2002). A copy of the Projected Budget for Fiscal Year 2002 is attached hereto as Attachment A and made a part hereof.

4.2 The TCJB shall administer Truancy Court Pilot Project funds. Travis County agrees to invoice the City on a quarterly basis for the City's share of Truancy Court Pilot Project FY 02 funding (as set forth in Attachment A). Invoices shall be accompanied by records or documentation supporting the invoiced amount. Expenditures of Truancy Court Pilot Project funds shall be in accordance with the Projected Budget for FY 02 (Attachment A).

#### 5.0 Records and Information

5.1 The Parties agree to comply with all applicable laws with regard to the creation, maintenance, storage, and dissemination of records and/or information generated, collected or gathered in connection with Truancy Court Pilot Project activities.

5.2 Records and information relating to clients and Truancy Court Pilot Project activities may be shared among the Parties as permitted by law when the sharing of records and information may serve the purposes of the Truancy Court Pilot Project. The Parties expressly acknowledge and agree that each Party retains ownership of its records and information and that records and information shared between and among the Parties in connection with the Truancy Court Pilot Project shall remain confidential and shall not be made public or otherwise disseminated without the consent of the Party that owns the documents or information.

5.3 TCJB agrees to provide the City with a quarterly report which shall include the following information with regard to designated pilot project schools: the number of truancy cases filed; the number of truancy hearings held; the number of truancy case dispositions; the number of students completing deferred prosecution or probation; and the most recent attendance data available from AISD.

6.0 Relationship of Parties

6.1 Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of employer-employee or principal-agent, or to otherwise create any liability for one Party with respect to the obligations or liabilities of any other Party. No Party to this Agreement shall be responsible for the acts of an employee of another Party except as may be decreed against that Party by a judgment of a court of competent jurisdiction.

6.2 It is expressly understood and agreed that no Party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law as a result of its execution of this Agreement and performance of the functions and obligations described herein..

7.0 Severability. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

8.0 Payments from Current Revenues. The Party or Parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying Party.

9.0 Notice.

9.1 Any notice given hereunder by any Party to the other Parties shall be in writing and may be effected by personal delivery, by registered or certified mail, return receipt requested, or by fax transmission, as agreed to by the Parties and as evidenced by a confirming return fax transmission, to the addresses or fax numbers set forth below.

9.1.1 If to City of Austin:

David Lurie, Director  
Austin/Travis County Health and Human Services  
2100 East St. Elmo Road  
Austin, Texas 78744-1886  
512-707-3251  
Fax: 512-707-5404

Copy to:

Sedora Jefferson  
City Attorney  
P.O. Box 1088  
Austin, TX 78767-8828  
Fax: 512-974-2894

9.1.2 If to Travis County:

Samuel T. Biscoe,  
Travis County Judge  
314 West 11<sup>th</sup> St., Suite 520  
Austin, TX 78701  
512-473-9555  
Fax: 512-473-9535

Copy to:

Ken Oden  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767  
Fax: 512-473-9316

9.1.3 If to Austin Independent School District:

Dr. Pat Forgione  
Superintendent of Schools  
Austin Independent School District  
1111 West 6th Street  
Austin, Texas 78703  
512-414-2181  
Fax: 512-480-0802

9.1.4 If to TCJB:

Honorable W. Jeanne Meurer  
Chair, TCJB  
98th District Court  
1000 Guadalupe Street, Suite 412  
Austin, Texas 78701  
512-473-9307  
Fax: 512-473-9332

9.2 Any Party may designate a different agent, address and/or fax number for notice purposes by giving the other Parties at least ten (10) days written notice in accordance with this section.

10.0 Number and Gender. Whenever the context of this Agreement requires, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

11.0 Entire Agreement. This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

12.0 Additional Agreements. The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

13.0 Applicable Law and Venue. This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

14.0 No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

Executed as of the latest date set forth below:

COUNTY OF TRAVIS

By: Samuel T. Biscoe                      2-11-02  
Samuel T. Biscoe, County Judge              Date  
(12-18-02)

TCJB

By: W. Jeanne Meurer                      \_\_\_\_\_  
The Honorable W. Jeanne Meurer              Date  
9<sup>th</sup> Judicial District Court  
Chair of the Juvenile Board

CITY OF AUSTIN

By: Jesus Garza                              2-4-02  
Jesus Garza                                      Date  
City Manager

## Attachment A

TRUANCY COURT  
PROJECTED BUDGET FY '02

	<b>Total</b>
<b>Personnel</b>	
1 - Court Judge	\$ 81,650
3 - JPO's	\$ 117,639
1 - Clerk III	\$ 20,871
<b>Total Personnel</b>	<b>\$ 220,160</b>
<b>Operating</b>	
Office Supplies	\$ 1,250
Pagers	\$ 200
Cell Phones	\$ 600
Air Time	\$ 2,400
Travel	\$ 2,000
Training	\$ 2,500
Law Enforcement Equip	\$ 180
Mileage	\$ 10,000
<b>Total Operating</b>	<b>\$ 19,130</b>
<b>Computer/Technology</b>	
Notebook Computers	\$ 20,000
Printers	\$ 2,876
<b>Total Computer Technology</b>	<b>\$ 22,876</b>
<b>GRAND TOTAL</b>	<b>\$ 262,166</b>
<b>Funding Sources:</b>	
Travis County (Title IV-E Funds)	\$ 117,639
AISD	\$ 87,411
City Of Austin	\$ 57,116
	<b>\$ 262,166</b>



# EXHIBIT B

Truancy Court

**PROGRAM COVER PAGE**

Travis County Juvenile Probation Department  
 Agency Legal Name: *Travis County Juvenile Probation Department*

(Agency Intake)

**Program Cover Page**

**For Social Service Contracts funded by the City of Austin**

Agency Legal Name as provided in Articles of Incorporation	Travis County
Agency other name (dba)	Juvenile Probation Department
Tax ID Number	74-6000192
Program Name	Truancy Court
Contract Start Date	10/1/2009
Contract End Date	9/30/2010
<b>Payee Address</b>	
Payee Address	2515 South Congress Avenue
Payee City	Austin
Payee State	TX
Payee Zip	78704
<b>Program Physical Street Address</b>	
Street	2515 South Congress Avenue
City	Austin
State	TX
Zip	78704
<b>Program Director</b>	
Program Director Name	Gail Penney-Chapmond
Program Director Phone	(512)854-7084
Program Director Fax	(512)854-7018
Program Director Email	alan.miller@co.travis.tx.us
<b>Contact person for FINANCIAL issues</b>	
Person for FINANCIAL issues Name	Sylvia Mendoza
Person for FINANCIAL issues Phone	(512)854-7008
Person for FINANCIAL issues Fax	(512)854-7097
Person for FINANCIAL issues Email	sylvia.mendoza@co.travis.tx.us

**Staff Use Only**

Amendment	<input type="text"/>	Issue Area	<input type="text"/>
Renewal	<input type="text"/>	Assigned Coordinator	<input type="text"/>
Theme	<input type="text"/>		

Truancy Court

Form #2: **PROGRAM WORK STATEMENT**  
Social Service Contracts -- City of Austin

Date prepared:

08/24/09

**Agency name:** Travis County Juvenile Probation Department    **Program name:** Truancy Court

**1. Program goals and objectives:**

The goal of the Truancy Court program is to decrease the truancy rates at Fulmore, Mendez, Martin and Pearce Middle Schools by utilizing an on site court process. The objectives of this program are as follows: to ensure the accountability of truants and parents or guardians of truants for truant behavior; to improve the ability of the court to effectively and productively dispose of all cases relating to children and adolescents who are truant; and to improve the communication and relationships among education, law enforcement, juvenile justice system, and other professional groups that deal with truancy or are impacted adversely by truant youth through the development of innovative partnering approaches.

**2. Program clients served:**

The client population for Truancy Court includes chronically truant students for all grades at Fulmore, Mendez, Martin and Pearce Middle Schools.

**3. Program services and delivery:**

The Truancy Court program is designed to provide quick intervention to chronic truants at the student's home school. It provides supervision, referrals to community services, and regular review of a student's progress towards reduced truancy. Upon referral to the Truancy Court program, juveniles are given the option of signing a contract to participate in this deferred prosecution program or having their case heard through a formal court hearing. If the student successfully completes the deferred prosecution program, the Court dismisses all charges against the juvenile. Juveniles with minimum truancy problems are monitored by the Court rather than placed on a contract. The court tracks the progress of all juveniles at their home school as well as the Alternative Learning Center and summer school when appropriate.

Truancy Court Officers provide school, home, and office visits, as well as, follow-up for these juveniles referred to community social services. These services may include tutoring, counseling, mentoring, substance abuse prevention, family preservation, etc.

Students who fail to successfully complete the Truancy Court Program may be placed on formal probation and are subject to completing more stringent requirements.

**4. System for collecting and reporting program data:**

Data collected reflect activity reported throughout the school year. Information for this program is obtained from CASEWORKER and other databases maintained by Travis County Juvenile Probation Department. Additional information is obtained from the Austin Independent School District.

## Truancy Court

### 5. Program Evaluation Plan

- Performance evaluation:

The performance evaluation for this program will cover activity reported throughout the school year. Output measures are the number of unduplicated clients enrolled in the program beginning with the start of the school year. Outcomes to be reflected include the percentage of juveniles successfully completing the terms of the program.

### 6. Coordination and collaboration of services with other organizations, including strategies and methods:

Truancy Court services are provided on the campuses of Fulmore, Mendez, Martin and Pearce Middle Schools. On Mondays, Court is held in the morning at Pearce School, and in the afternoon at Martin. On Tuesdays, it is held at Mendez Middle School in the morning and Fulmore in the afternoon.

Four full time Truancy Court Juvenile Probation Officers (JPOs) are assigned to supervise students referred to the Travis County Juvenile Probation Department from each of the aforementioned schools. They work five days a week through-out the school year. These JPOs have offices on the campuses at each of those schools. During the summer months, the four Truancy Court Juvenile Probation Officers work with students from the aforementioned schools who are required to attend summer school. During the summer, Truancy Court hearings are held at the Gardner-Betts Juvenile Justice Center.

Truancy Court efforts are provided through a partnership between the Austin Independent School District, the City of Austin, the Travis County District Attorney's Office, and the Travis County Juvenile Probation Department. Funding from these sources cover the costs of staff, overhead, and expenses required to provides on-site truancy court services.

### 7. Community planning activities:

The community plan to reduce truancy includes three major components: (1) accountability; (2) a partnership between 4 schools in Travis County (Fulmore, Mendez, Martin and Pearce Middle Schools) Travis County Juvenile Probation Department; and the City of Austin. (3) data collection and evaluation.

Truancy Court

**PROGRAM PERFORMANCE MEASURES**

Travis County Juvenile Probation Department  
 Agency Legal Name: *Travis County Juvenile Probation Department*

(Agency Intake)

**Program Information**

Program Name	Truancy Court	Annualized Performance Dates	
		- If 12-month contract, repeat contract dates	
		- If contract term is not 12 months, get dates from coordinator	
Contract Start Date	10/1/2009	Annualized Performance Start Date	10/1/2009
Contract End Date	9/30/2010	Annualized Performance End Date	9/30/2010

**Output Performance Measures**

Output Performance Measures	City of Austin Annual Goal	All Other Funding Sources Annual Goal	Total Annual Goal
Output #1 Number of unduplicated clients enrolled (served)	OP #1 COA AG 12	OP #1 All Other AG 130	OP #1 Total AG 142
Output #2 Total number of unduplicated Mendez students enrolled (served)	OP #2 COA AG 4	OP #2 All Other AG 41	OP #2 Total AG 45
Output #3 Total number of unduplicated Fulmore students enrolled (served)	OP #3 COA AG 3	OP #3 All Other AG 36	OP #3 Total AG 39
Output #4 Total number of unduplicated Pearce students enrolled (served)	OP #4 COA AG 3	OP #4 All Other AG 32	OP #4 Total AG 35
Output #5 Total number of unduplicated Martin students enrolled (served)	OP #5 COA AG 2	OP #5 All Other AG 21	OP #5 Total AG 23
Output #6	OP #6 COA AG 0	OP #6 All Other AG 0	OP #6 Total AG 0
Output #7	OP #7 COA AG 0	OP #7 All Other AG 0	OP #7 Total AG 0
Output #8	OP #8 COA AG 0	OP #8 All Other AG 0	OP #8 Total AG 0
Output #9	OP #9 COA AG 0	OP #9 All Other AG 0	OP #9 Total AG 0

Truancy Court

**Outcome Performance Measures**

**Outcome Performance Measures  
(program results/impacts)**

List below the actual wording of your measures' numerators, denominators, and outcome rates. For any outcome which will not have a percentage rate, use only the first (numerator) row and edit as needed...

Include the corresponding 12-month goal amounts in this column, with the percentages (as applicable) for each outcome.

**Outcome #1 - Total Program Performance**

Outcome #1 Describe the measure's numerator	Number of clients successfully discharged
Outcome #1 Describe the measure's denominator	Total number of unduplicated clients discharged from the program
Outcome #1 Describe the outcome percentage	Percentage of unduplicated clients successfully discharged

**Outcome #1 Total Program Goal (TPG)**

OC1 Numerator TPG	55
OC1 Denominator TPG	84
OC1 % TPG	65.48

**Outcome #2 - Total Program Performance**

Outcome #2 Describe the measure's numerator	
Outcome #2 Describe the measure's denominator	
Outcome #2 Describe the outcome percentage	

**Outcome #2 Total Program Goal (TPG)**

OC2 Numerator TPG	0
OC2 Denominator TPG	0
OC2 % TPG	0.00

**Outcome #3 - Total Program Performance**

Outcome #3 Describe the measure's numerator	
Outcome #3 Describe the measure's denominator	
Outcome #3 Describe the outcome percentage	

**Outcome #3 Total Program Goal (TPG)**

OC3 Numerator TPG	0
OC3 Denominator TPG	0
OC3 % TPG	0.00

**Outcome #4 - Total Program Performance**

Outcome #4 Describe the measure's numerator	
Outcome #4 Describe the measure's denominator	
Outcome #4 Describe the outcome percentage	

**Outcome #4 Total Program Goal (TPG)**

OC4 Numerator TPG	0
OC4 Denominator TPG	0
OC4 % TPG	0.00

**Outcome #5 - Total Program Performance**

Outcome #5 Describe the measure's numerator	
Outcome #5 Describe the measure's denominator	
Outcome #5 Describe the outcome percentage	

**Outcome #5 Total Program Goal (TPG)**

OC5 Numerator TPG	0
OC5 Denominator TPG	0
OC5 % TPG	0.00

**Outcome #6 - Total Program Performance**

Outcome #6 Describe the measure's numerator	
Outcome #6 Describe the measure's denominator	
Outcome #6 Describe the outcome percentage	

**Outcome #6 Total Program Goal (TPG)**

OC6 Numerator TPG	0
OC6 Denominator TPG	0
OC6 % TPG	0.00

Truancy Court

**Program Budget And Narrative**

Travis County Juvenile Probation Department  
 Agency Legal Name: *Travis County Juvenile Probation Department*

(Agency Intake)

**Budget Information**

\*Program Name      
 \*Contract Start Date  /  /   
 \*Contract End Date  /  /

Instructions: Provide whole dollar amounts for each applicable line item below.

**Program Budget**

Requested CITY of AUSTIN [A] Amount (or GRANT Amount)	Amount Funded by ALL OTHER [O] Sources	TOTAL Budget [T] (ALL funding sources)
<b>A. PERSONNEL</b>		
1. [A] Salaries plus Benefits <input type="text" value="38828"/>	1. [O] Salaries plus Benefits <input type="text" value="446418"/>	1. [T] Salaries plus Benefits <input type="text" value="485246"/>
<b>B. OPERATING EXP</b>		
2. [A] General Operating Exp <input type="text" value="0"/>	2. [O] General Operating Exp <input type="text" value="6118"/>	2. [T] General Operating Exp <input type="text" value="6118"/>
3. [A] Consultants / Contractual <input type="text" value="0"/>	3. [O] Consultants / Contractual <input type="text" value="0"/>	3. [T] Consultants / Contractual <input type="text" value="0"/>
4. [A] Staff Travel - out of T Cnty <input type="text" value="0"/>	4. [O] Staff Travel - out of T Cnty <input type="text" value="800"/>	4. [T] Staff Travel - out of T Cnty <input type="text" value="800"/>
5. [A] Conf / Smnr / Tng - out of T Cnty <input type="text" value="0"/>	5. [O] Conf / Smnr / Tng - out of T Cnty <input type="text" value="400"/>	5. [T] Conf / Smnr / Tng - out of T Cnty <input type="text" value="400"/>
[A] B. Subtotal: Operating Exp <input type="text" value="0"/>	[O] B. Subtotal: Operating Exp <input type="text" value="7318"/>	[T] B. Subtotal: Operating Exp <input type="text" value="7318"/>
<b>C. DIRECT ASSISTANCE</b>		
6. [A] Food / Beverage for Clients <input type="text" value="0"/>	6. [O] Food / Beverage for Clients <input type="text" value="0"/>	6. [T] Food / Beverage for Clients <input type="text" value="0"/>
7. [A] Fin. Assist to clients <input type="text" value="0"/>	7. [O] Fin. Assist to clients <input type="text" value="0"/>	7. [T] Fin. Assist to clients <input type="text" value="0"/>
8. [A] Other - Specify <input type="text" value="Please Specify"/>	8. [O] Other - Specify <input type="text" value="Please Specify"/>	8. [T] Other - Specify <input type="text" value="Please Specify"/>
9. [A] Other - amount <input type="text" value="0"/>	9. [O] Other - amount <input type="text" value="0"/>	9. [T] Other - amount <input type="text" value="0"/>
[A] C. Subtotal: Direct Assistance <input type="text" value="0"/>	[O] C. Subtotal: Direct Assistance <input type="text" value="0"/>	[T] C. Subtotal: Direct Assistance <input type="text" value="0"/>
<b>D. CAPITAL OUTLAY (over \$1000 / unit)</b>		
10. [A] Capital Outlay Desc <input type="text" value="Please Specify"/>	10. [O] Capital Outlay Desc <input type="text" value="Please Specify"/>	10. [T] Capital Outlay Desc <input type="text" value="Please Specify"/>

Truancy Court

11. [A] Capital Outlay Amount	0	11. [O] Capital Outlay Amount	0	11. [T] Capital Outlay Amount	0
[A] D. Subtotal: Capital Outlay	0	[O] D. Subtotal: Capital Outlay	0	[T] D. Subtotal: Capital Outlay	0
12. [A] Total (A+B+C+D)	38,828.00	12. [O] Total (A+B+C+D)	453,736.00	12. [T] Total (A+B+C+D)	492,564.00
13.[A]Percent of Total	7.88	[O]Percent of Total	92.12		

**Program Budget Narrative**

Instructions: Add details below (not to exceed 20 words (150 characters) per line item) to justify proposed expenses from Program Budget, above.

DO NOT INCLUDE ANY DOLLAR AMOUNTS OR PERCENTAGES IN THIS SECTION.

**Personnel**

Salaries and Benefits

Salaries for Judges, Legal Secretaries, District Attorneys, and JPO's who operate the Truancy Court program. Staff fringe benefits which include: FICA, Retirement, Workers Compensation, Health/Life

**OPERATING EXPENSES**

General Operating Expenses

General expenses include: office supplies, legal publications, cell phone air time, interpreter fees, incentives for participants and professional dues.

Consultants / Contractuals

n/a

\*\* Staff Travel - out of Travis County

Attendance to the Young At Risk National Forum

\*\*Conferences/Seminars/Trng - out of Travis County

Continuing Juvenile Law Education

**DIRECT ASSISTANCE**

Food / Beverage for Clients

n/a

Financial Assistance for Clients

n/a

Other Direct Assistance



Truancy Court

n/a
-----

Capital Outlay

n/a
-----

**City Staff Use Only**

Created By: Apply Apply on: 02:41pm 8/25/2009

Last Modified By: Apply Apply on: 02:52pm 8/25/2009

Truancy Court

**PROGRAM STAFF POSITIONS AND TIME**

Travis County Juvenile Probation Department  
 Agency Legal Name: *Travis County Juvenile Probation Department*

(Agency Intake)

**Total Program Staff - Titles And Full Time Equivalent - FTE**

Program Name	Truancy Court
Contract Start Date	10/1/2009
Contract End Date	9/30/2010

**List Program Staff Title**

Position Titles	Program Staff FTE's
Title 1 Associate Judge	No. 1 1.00
Title 2 Legal Secretary	No. 2 1.00
Title 3 Juvenile Probation Officer III	No. 3 1.00
Title 4 Juvenile Probation Officer III	No. 4 1.00
Title 5 Juvenile Probation Officer III	No. 5 1.00
Title 6 Juvenile Probation Officer III	No. 6 1.00
Title 7 Travis County District Attorney	No. 7 0.50
Title 8	No. 8 0.00
Title 9	No. 9 0.00
Title 10	No. 10 0.00
Title 11	No. 11 0.00
Title 12	No. 12 0.00
Title 13	No. 13 0.00
Title 14	No. 14 0.00
Title 15	No. 15 0.00
Title 16	No. 16 0.00
Title 17	No. 17 0.00
Title 18	No. 18 0.00
Title 19	No. 19 0.00
Title 20	No. 20 0.00
	<b>TOTAL FTE 6.50</b>

Truancy Court

**PROGRAM FUNDING SUMMARY**

Travis County Juvenile Probation Department  
 Agency Legal Name: *Travis County Juvenile Probation Department*

(Agency Intake)

**Program Funding Summary**

Program Name	Truancy Court
Contract Start Date	10/1/2009
Contract End Date	9/30/2010

**Complete For ALL Funding Sources**

Funding Source 1	City of Austin	Grant/Contract 1 Name	Social Service contract	Funding Period 1	10/01/2009-09/30/2010	Funding Amount 1	38828.00
Funding Source 2	AISD	Grant/Contract 2 Name	Program Budget	Funding Period 2	10/01/2009-09/30/2010	Funding Amount 2	97411.00
Funding Source 3		Grant/Contract 3 Name	Prior period rollover	Funding Period 3	10/01/2009-09/30/2010	Funding Amount 3	3550.00
Funding Source 4	Travis County	Grant/Contract 4 Name		Funding Period 4	10/01/2009-09/30/2010	Funding Amount 4	352775.00
Funding Source 5		Grant/Contract 5 Name		Funding Period 5		Funding Amount 5	0.00
Funding Source 6		Grant/Contract 6 Name		Funding Period 6		Funding Amount 6	0.00
Funding Source 7		Grant/Contract 7 Name		Funding Period 7		Funding Amount 7	0.00
Funding Source 8		Grant/Contract 8 Name		Funding Period 8		Funding Amount 8	0.00
Funding Source 9		Grant/Contract 9 Name		Funding Period 9		Funding Amount 9	0.00
Funding Source 10		Grant/Contract 10 Name		Funding Period 10		Funding Amount 10	0.00
Funding Source 11		Grant/Contract 11 Name		Funding Period 11		Funding Amount 11	0.00
Funding Source 12		Grant/Contract 12 Name		Funding Period 12		Funding Amount 12	0.00
Funding Source 13		Grant/Contract 13 Name		Funding Period 13		Funding Amount 13	0.00
Funding Source 14		Grant/Contract 14 Name		Funding Period 14		Funding Amount 14	0.00
Funding Source 15		Grant/Contract 15 Name		Funding Period 15		Funding Amount 15	0.00
						<b>Funding Amount Total</b>	<b>492564.00</b>

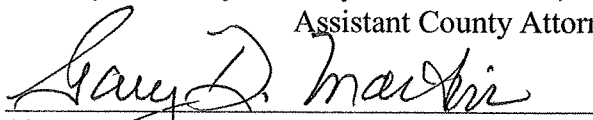
31

**Travis County Commissioners Court Agenda Request**

Voting Session: 12/22/2009

Working Session: 12/22/2009

A. **Request made by:** County Attorney Gary Duncan Martin, 854-9510  
Assistant County Attorney

  
Signature

**Requested Text:** Consultation with the County Attorney concerning the McKinney Falls Parkway Road Improvement Project and the condemnation case involving Parcels No. 6 and No. 6 E owned by RKS Texas Investments, LP, and take any appropriate action.

(Gieselman; Condemnation). (Requested by the County Attorney)

Executive session pursuant to TEX. GOV'T. CODE ANN SECTION 551.071 & 551.072.

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

- Backup memoranda and exhibits are attached and submitted with this Agenda Request (Original and eight copies)
- List of all agencies/officials and telephone numbers that are affected or involved with this request.

Send a copy of this Agenda Request and backup to them:

- Gary Duncan Martin : 4-9510 ACA
- Gregory Chico : 4-4659 TNR
- Dee Heap : 4-7647 TNR
- Chiddi N'Jie : 4-7585 TNR
- Joe Gieselman : 4-9383 TNR
- Steven Manilla : 4-9383 TNR
- Steve Sun : 4-9383 TNR

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 DEC 14 PM 3:14

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

# 32 ✓

### Travis County Commissioners Court Agenda Request

Voting Session 12/22/09  
(Date)

Working Session \_\_\_\_\_  
(Date)

I. A. Request made by: COUNTY ATTORNEY (Tim Labadie) Phone: 854-5864

Signature of Elected Official/Appointed Official/Executive  
Manager/County Attorney

B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Laura Smith, Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

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

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

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

Danny Hobby 854-9367

III. Required Authorizations: Please check if applicable:

A. Planning and Budget Office (854-9106)

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

B. Human Resources Department (854-9165)

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

C. Purchasing Office

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

D. County Attorney's Office (854-9415)

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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 DEC 14 PM 2:00

**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.

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VS #

AGENDA REQUEST

Please consider the following item for:

Work Session \_\_\_\_\_ Executive Session 12/22/09 *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. David Johns, Jr. (Rhoni Lahn Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

C. Approved \_\_\_\_\_ by:

Signature of Commissioner or Judge

II. A. Is backup material attached\*: YES X NO

\*Any backup material to be presented to the court must be submitted with this Agenda Request (Original & Eight copies).

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

YES X NO \_\_\_\_\_ Please list those contacted and their phone numbers:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005  
J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL

\_\_\_ A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

- \_\_\_ Additional funding for your department
- \_\_\_ Transfer of funds within your department budget
- \_\_\_ A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

09 DEC -9 PM 4:15

RECEIVED  
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda Request


C2

Voting Session Tuesday, December 22, 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 December 8, 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 DECEMBER 8, 2009

### TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 8<sup>th</sup> day of December 2009, the Commissioners' Court convened the Voting Session at 9:12 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Three Commissioner Karen Huber was not present during this Voting Session.

The Commissioners Court recessed the Voting Session at 9:18 AM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 9:18 AM and adjourned at 9:45 AM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 9:45 AM and adjourned at 9:51 AM.

The Commissioners Court reconvened the Voting Session at 9:51 AM.

The Commissioners Court recessed the Voting Session at 12:04 PM.

The Commissioners Court reconvened the Voting Session at 1:39 PM.

The Commissioners Court retired to Executive Session at 2:20 PM.

The Commissioners Court reconvened the Voting Session at 3:35 PM.

The Commissioners Court adjourned the Voting Session at 3:39 PM.

The Commissioners Court record notes that Precinct Three Commissioner Karen Huber was not present during this Voting Session.



## PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: RESUBDIVISION OF LOT 1, BLOCK A, LAKEWIND ESTATES, SECTION 1 SUBDIVISION (1 TOTAL LOT). (COMMISSIONER HUBER) (ACTION ITEM #5) (9:13 AM)

**Clerk's Note:** This Item is a public hearing to receive comments. Please refer to Agenda Item 5 for a summary of the action item.

**Motion by** Commissioner Davis **and seconded by** Commissioner Gómez to open the public hearing.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

**Members of the Court heard from:** Anna Bowlin, Division Director, Engineering Services, Transportation and Natural Resources (TNR)

**Motion by** Commissioner Davis **and seconded by** Commissioner Gómez to close the public hearing.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

2. RECEIVE COMMENTS REGARDING THE PROGRAM YEAR 2008 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. (9:14 AM)

**Clerk's Note:** This Item is a public hearing to receive comments.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Davis to open the public hearing.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

**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 Davis to close the public hearing.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The County Judge noted that the public comment period on this item ends December 16, 2009 and that the item will be posted for action on December 22, 2009.



### CITIZENS COMMUNICATION

**Members of the Court heard from:** Maurice Priest, Travis County Resident; Paul Aviña, Travis County Resident; Ronnie Gjemre, Travis County Resident; Neil Carmen, Director, Clean Air Program, Lone Star Chapter, Sierra Club; Paige Deshong, Travis County Resident; Susana Almanza, Co-Director, People Organized in the Defense of Earth and her Resources (PODER); and Donna Stirman, Risk Management, Human Resources Management Department (HRMD). (9:52 AM)

### CONSENT ITEMS

**Members of the Court heard from:** Ronnie Gjemre, Travis County Resident.

**Motion by** Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve the following Consent Item: C1 and Items 5, 6, 7, 11.A&B, 12, 13, 20, 21, 22, 23.A-K, 26, 27, and 28. (10:15 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	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.

## RESOLUTIONS AND PROCLAMATIONS

4. APPROVE PROCLAMATION HONORING THE 40<sup>TH</sup> ANNIVERSARY OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME). (JUDGE BISCOE) (10:18 AM)

**Members of the Court heard from:** Jesse Colunga, President, Local 1624, American Federation of State, County and Municipal Employees (AFSCME); and Andrea Colunga Bussey, Division Director, Family Support Services, Travis County Health and Human Services and Veteran Services (TCHHS&VS).

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to approve the Proclamation in Item 4.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

## TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

5. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: RESUBDIVISION OF LOT 1, BLOCK A, LAKEWIND ESTATES, SECTION 1 SUBDIVISION (1 TOTAL LOT). (COMMISSIONER HUBER) (10:15 AM)

**Clerk's Note:** Item 5 is the action item for the public hearing on Agenda Item 1.

**Clerk's Note:** Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. CONSIDER AND TAKE APPROPRIATE ACTION ON AN ASSIGNMENT AND ASSUMPTION OF SUBDIVISION CONSTRUCTION AGREEMENT FOR LAKES AT NORTHTOWN SECTION 3 FINAL PLAT. (10:15 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 REGARDING REVISIONS TO DEVELOPMENT FEES BY THE TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT, TO BE EFFECTIVE JUNE 1, 2010, INCLUDING ASSESSMENT OF INCREASED FEES FOR RECOVERY OF TRAVIS COUNTY STORM WATER MANAGEMENT PROGRAM COSTS. (10:15 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 PARK FEE AND REFUND POLICY PROPOSALS BY THE TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT. (11:52 AM)

**Members of the Court heard from:** Charles Bergh, Division Director, Parks and Natural Resources, TNR; Kurt Nielsen, Parks Operations Manager, East Side, TNR; and Joe Gieselman, Executive Manager, TNR.

**Motion by** Judge Biscoe **and seconded by** Commissioner Davis to approve the proposed fee and refund policy changes.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

**HEALTH AND HUMAN SERVICES DEPT. ITEMS**

- 9. RECEIVE BRIEFING FROM HEALTH AND HUMAN SERVICES AND VETERANS SERVICE DEPARTMENT ON THE IMPACT OF THE ECONOMIC DOWNTURN ON EMERGENCY ASSISTANCE PROGRAMS AND TAKE APPROPRIATE ACTION. (11:51 AM)

**Members of the Court heard from:** Sherri Fleming, Executive Manager, TCHHS&VS.

Discussion only. No formal action taken.

Item 9 to be reposted December 15, 2009.

## PLANNING AND BUDGET DEPT. ITEMS

10. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (1:52 PM)

**Members of the Court heard from:** Norman McRee, Financial Analyst, Lead, HRMD; Susan Spataro, Travis County Auditor; and Cyd Grimes, Travis County Purchasing Agent.

**Motion by** Commissioner Eckhardt **and seconded by** Commissioner Gómez to approve Item 10.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	no
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

11. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:  
(10:15 AM)

- A. GRANT APPLICATION WITH THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS FOR THE INFORMATION AND TELECOMMUNICATIONS DEPARTMENT TO BE REIMBURSED FOR COSTS ASSOCIATED WITH TRAVIS COUNTY'S EXTENSION OF THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE TO THE COURTS AND DESIGNATE THE DIRECTOR OF ITS AS THE PERSON WHO DEFINES THE STANDARD FOR TIMELINESS AND ACCURACY OF DATA INPUT INTO THIS SYSTEM; AND
- B. GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TRANSPORTATION AND NATURAL RESOURCES TO EXPAND TRANSPORTATION CHOICES BY CONNECTING EXISTING OR PROPOSED BIKE/PED PATHS AND TRAIL SEGMENTS IN SOUTHEAST TRAVIS COUNTY.

**Clerk's Note:** Items 11.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**ADMINISTRATIVE OPERATIONS ITEMS**

- 12. REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTH CARE FOR CLAIMS PAID FOR PARTICIPANTS IN THE TRAVIS COUNTY EMPLOYEE HEALTH CARE FUND FOR PAYMENT OF \$839,621.87 FOR THE PERIOD OF NOVEMBER 20 TO 26, 2009. (10:15 AM)

**Clerk's Note:** Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 13. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (10:15 AM)

**Clerk's Note:** Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 14. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE TRAVIS COUNTY FIRE ACADEMY FOR A REDUCED FEE TO USE THE TRAVIS COUNTY EXPOSITION CENTER FOR CADET GRADUATION. (10:22 AM)

**Members of the Court heard from:** Roger El Khoury, Director, Facilities Management; and Michael Norton, Director, Travis County Exposition Center.

**Motion by Judge Biscoe and seconded by** Commissioner Gómez to approve the discount requested by the Fire Academy.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes



15. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE TRANSPORTATION AND NATURAL RESOURCES (TNR) DEPARTMENT FOR A REDUCED FEE TO USE THE TRAVIS COUNTY EXPOSITION CENTER BANQUET HALL FOR TNR EMPLOYEE DEVELOPMENT DAY. (10:28 AM)

**Members of the Court heard from:** Michael Norton, Director, Travis County Exposition Center; Joe Gieselman, Executive Manager, TNR; and Roger El Khoury, Director, Facilities Management.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve Item 15.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

16. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE TRAVIS COUNTY YOUTH SHOW FOR A REDUCED FEE TO USE THE TRAVIS COUNTY EXPOSITION CENTER, MAKE EXCEPTION TO SECTION 14, FOOD AND BEVERAGE CATERING OF THE TRAVIS COUNTY EXPOSITION CENTER LICENSE AGREEMENT, AND ENTER INTO A FIVE YEAR CONTRACT STARTING IN 2011 WITH SAME TERMS AS 2010 CONTRACT. (10:31 AM)

**Clerk's Note:** The County Judge noted that the Court is planning a review of Chapter 45 of the Travis County Code and, therefore, will not be approving the request for a five-year contract.

**Members of the Court heard from:** Jim Sylvester, Chief Deputy, Travis County Sheriff's Office (TCSO) and Vice President, Travis County Youth Show; and Carl Dahlstrom, President, Travis County Youth Show.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve Item 16.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** By approving Item 16 the Court agreed to the reduced fee, and the exception to Section 14, but not to enter into a five-year contract.

17. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING LICENSE AGREEMENT WITH THE QUARTER HORSE ASSOCIATION FOR USE OF THE TRAVIS COUNTY EXPOSITION CENTER. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (10:35 AM)

**Members of the Court heard from:** Roger El Khoury, Director, Facilities Management; Donna Arnett, Treasurer, Capital Area Quarter Horse Association; and Michael Norton, Director, Travis County Exposition Center.

**Motion by Commissioner Davis and seconded by Commissioner Gómez** to approve the \$450.00, and also waive the \$65.00 for the bleachers and dragging.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** By approving the Previous Motion the Court agreed to reduce the Show Barn rental fee to \$450.00, and waive the fees for bleacher rental and the dragging of the show ring.

## JUSTICE AND PUBLIC SAFETY ITEMS

18. CONSIDER AND TAKE APPROPRIATE ACTION ON THE ADOPTION OF FIRE CODE CIVIL PENALTY GUIDELINES FOR TRAVIS COUNTY. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (10:45 AM)

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve Item 18.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

19. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING TRAVIS COUNTY REENTRY INITIATIVES, INCLUDING THE FOLLOWING: (10:46 AM)
- A. BRIEFING ON IMPACT OF REENTRY EFFORTS IN THE LAST 18 MONTHS; AND
- B. UPDATE OF TRAVIS COUNTY REENTRY SUCCESS GUIDE.

**Clerk's Note:** Items 19.A&B are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Roger Jefferies, Executive Manager, Justice and Public Safety (JPS); Cynthia Finnegan, Senior Planner, Criminal Justice Planning (CJP); Mark Spacht, Clinical Manager, Travis County Counseling and Education Services (TCES); Cathy McClagherty, Senior Planner, CJP; Vennie Davis, Business Analyst II, CJP; Jeanette Kinard, Director, Travis County Mental Health Public Defender's Office, CJP; Mary Moran, Social Services Program Administrator, CJP; Tyrone Campbell, Social Services Manager, TCES; Kimberly Pierce, Planning Manager, CJP; Erin Nelson, Planner, CJP; John Mark Carter, Graduate, Commitment to Change Program; and Ronnie Gjemre, Travis County Resident.

**Motion by Judge Biscoe and seconded by Commissioner Davis** to approve the update of the Travis County Reentry Success Guide in Item 19.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	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 19.A discussion only. No formal action taken.

## PURCHASING OFFICE ITEMS

20. RATIFY THE ISSUANCE OF RFP NO. P090339-VR AND APPROVE CONTRACT NO. PS090339VR WITH KERRY TATE COMMUNICATIONS, INC. D/B/A TATEAUSTINHAHN, FOR CONSULTING & MARKETING DEVELOPMENT SERVICES. (10:15 AM)

**Clerk's Note:** Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 1) TO CONTRACT NO. 09K00147JT, GG'S CONSTRUCTION, FOR PAINTING SERVICES. (10:15 AM)

**Clerk's Note:** Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

22. APPROVE CONTRACT AWARD FOR POLICE MOTORCYCLES, IFB NO. B10028-LD, TO THE LOW BIDDER, GEORGETOWN HONDA. (10:15 AM)

**Clerk's Note:** Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. APPROVE CONTINUED FUNDING RESOLUTION AND MODIFICATION NO. 1, TWELVE-MONTH EXTENSION, TO THE FOLLOWING CRIME VICTIM'S SERVICES CONTRACTS: (10:15 AM)

- A. PS090004VR, CENTER FOR CHILD PROTECTION;
- B. PS090009VR, TEXASRIO GRANDE LEGAL AID;
- C. PS090010VR, TRAVIS COUNTY DOMESTIC VIOLENCE AND SEXUAL ASSAULT SURVIVAL CENTER D/B/A SAFEPLACE;
- D. PS090006VR, YOUTH AND FAMILY ALLIANCE DBA LIFEWORKS;
- E. PS090003VR, CASA OF TRAVIS COUNTY;
- F. PS090005VR, FOR THE LOVE OF CHRISTI;
- G. PS090001VR, AUSTIN ACADEMY;
- H. PS090007VR, AUSTIN-TRAVIS COUNTY MENTAL HEALTH RETARDATION CENTER-CHILDREN AND FAMILY SERVICES (AUSTIN-TRAVIS COUNTY INTEGRAL CARE);
- I. PS090011VR, VOLUNTEER LEGAL SERVICES;
- J. PS090002VR, AUSTIN CHILD GUIDANCE; AND
- K. PS090008VR, TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT - CRIME VICTIM SERVICES POT OF GOLD PROGRAM.

**Clerk's Note:** Items 23.A-K approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.



25. CONSIDER AND TAKE APPROPRIATE ACTION ON THE COMPOSITION AND CHARGE OF THE VEHICLE USERS COMMITTEE. (2:04 PM)

**Clerk's Note:** The Court discussed the composition of the Vehicle Users Committee:

- Constable or designee – voting
- Sherriff Patrol representative – voting
- Sheriff Corrections representative – voting
- Transportation and Natural Resources (TNR) representative (chair) – voting
- Fleet representative – voting
- Juvenile and District Attorney representative – voting
- Planning and Budget (PBO) representative – voting
- Emergency Services representative – voting
- Purchasing representative – non-voting
- Information and Telecommunications Systems (ITS) representative – non-voting

**Members of the Court heard from:** Don Ward, Director, Road Maintenance and Fleet Services, TNR; Jessica Rio, Assistant Budget Manager, PBO; Mike Joyce, Fleet Manager, TNR; Danny Hobby, Executive Manager, Travis County Emergency Services; and Joe Gieselman, Executive Manager, TNR.

**Motion by Judge Biscoe and seconded by Commissioner Eckhardt** to approve the proposed eight voting members and two non-voting. The two non-voting will be Purchasing representative and ITS; so we are adding Emergency Services voting and leaving the other voting members as proposed.

<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	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

## ITEM 25 CONTINUED

**Clerk's Note:** The Court discussed the charge of the Committee:

- Perform a comprehensive review of the existing Vehicle Replacement Policy and make recommended changes
- Determine alternative approaches to ordering and receiving fleet vehicles
- Determine and recommend the most efficient method to install and equip vehicles including radios, MDT's, etc.
- Determine and recommend alternative methods to improve overall fuel efficiencies of our fleet
- Determine and recommend the most efficient assignment and use of our new vehicles.

**Motion by** Commissioner Eckhardt to approve the bullets with the exception of striking the word "new" in the final bullet point.

**Withdrawal of the Previous Motion was made by** Commissioner Eckhardt.

**Motion by** Judge Biscoe **and seconded by** Commissioner Eckhardt to approve the amended charge or the charge as revised today, Tuesday, December 8, 2009.

<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	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** By approving the Previous Motion the Court agreed to revise the final bullet point to read as follows:

- Determine and recommend the safest and most efficient assignment and use of our vehicles.

26. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT NUMBER ONE TO LEASE AGREEMENT BETWEEN TRAVIS COUNTY AND MF AUSTIN RIDGE, LLC AND PB AUSTIN RIDGE, LLC FOR THE CHILD PROTECTION TEAM. (10:15 AM)

**Clerk's Note:** Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**Clerk's Note:** The County Judge noted the start date would now be September 18, 2010, and there is an updated legal description of the property attached to the lease agreement.

27. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR A RESOLUTION FORMALLY DESIGNATING THE TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE TO OVERSEE THE ACTIVITIES OF THE ADULT FATALITY REVIEW TEAM AS CURRENTLY DESIGNATED THE DOMESTIC VIOLENCE FATALITY REVIEW TEAM, PURSUANT TO CHAPTER 672 OF THE TEXAS HEALTH AND SAFETY CODE. (10:15 AM)

**Clerk's Note:** Item 27 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

28. CONSIDER AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY ACTIVITIES SURROUNDING THE 2010 CENSUS, INCLUDING RATIFICATION OF REQUEST TO FILE PARTNERSHIP SUPPORT PROGRAM PROPOSAL WITH THE U.S. CENSUS BUREAU. (10:15 AM)

**Clerk's Note:** Item 28 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**Clerk's Note:** The County Judge noted that by approving Item 28 the Court authorizes Deece Eckstein, Intergovernmental Relations Officer to sign the documents on behalf of the Commissioners Court.



29. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY APPOINTMENT TO THE CAPITAL METROPOLITAN TRANSIT AUTHORITY BOARD OF DIRECTORS: (1:40 PM)
- A. REVIEW APPLICATIONS RECEIVED; AND
  - B. DETERMINE A PROCESS FOR SELECTING WHICH CANDIDATES TO BE INTERVIEWED BY THE COMMISSIONERS COURT ON A DATE CERTAIN.

**Clerk's Note:** Items 29.A&B are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Deece Eckstein, Intergovernmental Relations Officer; and John Hille, Assistant County Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that each member of the Commissioners Court would rank the top three, give that to Deece Eckstein, Intergovernmental Relations Officer by 10:00 AM, Wednesday, December 9, 2009.

<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	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The County Judge noted that the interviews will be scheduled for the voting session of Tuesday, December 15, 2009 starting at 2:00 PM.

30. CONSIDER AND TAKE APPROPRIATE ACTION ON SELECTION PROCESS TO FILL VACANCY ON THE BOARD OF DIRECTORS OF THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY. (2:00 PM)

**Members of the Court heard from:** John Hille, Assistant County Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to set the interviews of the two applicants for Wednesday, December 16, 2009 at 10:00 AM. Deece Eckstein, Intergovernmental Relations Officer will be charged with contacting the applicants.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

31. CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION APPROVING REVENUE BONDS TO BE ISSUED BY TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION FOR THE BENEFIT OF WESTMINSTER MANOR. (2:00 PM)

**Clerk's Note:** Item 31 is the action item for the public hearing on Agenda Item 3.

**Motion by Judge Biscoe and seconded by Commissioner Eckhardt** to approve Item 31.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

## EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

32. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO ADAMARD HOWELL. <sup>1</sup> (2:20 PM) (3:35 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 Commissioner Davis and seconded by Commissioner Eckhardt** to reject the offer.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

33. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PURCHASE CONTRACT WITH GRASON VOLENTE INVESTMENTS, LTD. FOR BALCONES CANYONLAND PRESERVE LAND. <sup>1 AND 2</sup> (2:20 PM) (3:36 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 Judge Biscoe and seconded by Commissioner Eckhardt** that we extend the purchase contract an additional 90 days.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

- 34. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TRANSPORTATION AND NATURAL RESOURCES ON STATUS OF ACQUISITION OF OPEN SPACE LAND ON THE RISON TRACTS. <sup>1 AND 2</sup> (2:20 PM) (3:36 PM)

**Clerk's Note:** Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

No action required on Item 34.

- 35. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN AREA. <sup>1 AND 2</sup> (2:20 PM) (3:36 PM)

**Clerk's Note:** Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

No action required on Item 35.

Item 35 to be reposted December 15, 2009.

- 36. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE ALONG AIRPORT BOULEVARD. <sup>1 AND 2</sup> (2:20 PM) (3:37 PM)

**Clerk's Note:** Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Motion by Judge Biscoe and seconded by Commissioner Davis** that we authorize the County Attorney's office to prepare an appropriate sale and purchase agreement along the terms and conditions that we were briefed on, present those to the other side and back to the Court with a signed document, or any issues.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

37. RECEIVE LEGAL BRIEFING ON ISSUES RELATED TO THE CONTRACT WITH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE AMERICAN RECOVERY AND REINVESTMENT ACT WEATHERIZATION GRANT. <sup>1</sup> (2:21 PM)

**Clerk's Note:** Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 37 postponed until December 15, 2009.

38. A. CONSIDER AND TAKE APPROPRIATE ACTION ON AN OFFER TO SELL TO TRAVIS COUNTY APPROXIMATELY 90 ACRES OF UNDEVELOPED LAND LOCATED AT THE CONFLUENCE OF ONION CREEK AND THE COLORADO RIVER IN PRECINCT FOUR, FOR INCLUSION IN THE ONION CREEK OPEN SPACE PARKLAND – 2005 BOND PROJECT; AND
- B. UPON FULL EXECUTION OF THE CONTRACT AND FULL AUDIT OF THE CLAIM, THE COUNTY AUDITOR IS REQUESTED TO ISSUE A CHECK FOR \$15,000 TO HERITAGE TITLE COMPANY OF AUSTIN, AND THE COUNTY TREASURER IS AUTHORIZED TO RELEASE THE CHECK TO THE VENDOR. <sup>1 AND 2</sup> (2:20 PM) (3:37 PM)

**Clerk's Note:** Judge Biscoe announced that Items 38.A&B 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 approve the purchase contract for approximately 90 acres; that we authorize the County Judge to sign it; and that we also, in 38.B, authorize payment of the amount of \$15,000.00 to Heritage Title Company after full execution of the contract and a full audit of the claim; further, that we authorize the County Treasurer to authorize the release of that payment to the vendor after execution of the contract in full and that audit.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

## ADDED ITEMS

- A.1 APPROVE ORDER EXEMPTING THE PURCHASE OF SERVICES OF A PLACEMENT FIRM TO SEARCH, SELECT, AND EMPLOY AN INTERIM HUMAN RESOURCES DIRECTOR FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024(A)(4) OF THE COUNTY PURCHASING ACT AND AUTHORIZE PURCHASING AGENT TO SIGN RESULTING CONTRACT. (1:39 PM) (1:58 PM)

**Motion by Commissioner Eckhardt and seconded by Commissioner Gómez** to approve Item A.1.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	no
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** Item A1 was revisited at 1:58 PM

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to reconsider Item A1.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to delete the part of the Motion previously to authorize the Purchasing Agent to sign the contract.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	no
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** By approving the Previous Motion the Court directed Staff to bring the contract back to the Commissioners Court for approval.



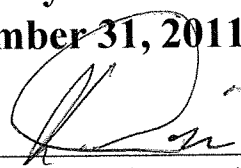
**AGENDA REQUEST**

VS # **23**

Please consider the following item for voting session 12/22/2009

I. A. Request made by: Commissioner Ron Davis  
Phone No. 854-9111

B. Requested Text:  
**Reappoint Dr. Carla Emery-Culberson as Fire Commissioner to the Emergency Services District #4 Board effective immediately through December 31, 2011.**

C. Approved by:   
Signature of Commissioner (Ron Davis, Commissioner, Pct. 1)

II. A. Is backup material attached\*: YES X NO

\*Any backup material to be presented to the court must be submitted with this Agenda Request (Original and Eight copies).

B. Have the agencies affected by this request been invited to attend the Voting Session? YES X NO

Please list those contacted and their phone numbers:  
**Don Smith – Fire Chief, TCFC/ESD #4 – 836-7566**

III. 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 (854-9106) 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 Monday for the next week's meeting.

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 DEC 15 PM 3:24



**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

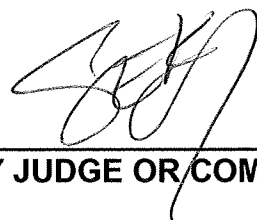
Please consider the following item for:

**DATE OF VOTING SESSION: December 22, 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 MAIZE HAMILTON TO SERVE AS COMMISSIONER TO EMERGENCY SERVICES DISTRICT NO. 2 BOARD EFFECTIVE IMMEDIATELY THROUGH DECEMBER 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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 DEC 11 PM 2:26

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

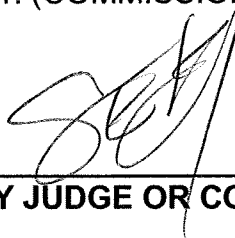
Please consider the following item for:

**DATE OF VOTING SESSION:** December 22, 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 MIKE HOWE TO SERVE AS COMMISSIONER TO EMERGENCY SERVICES DISTRICT NO. 2 BOARD EFFECTIVE IMMEDIATELY THROUGH DECEMBER 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

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 DEC 11 PM 2:26

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

C6

WS # \_\_\_\_\_

VS # \_\_\_\_\_

**TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST**

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

Voting Session 12/22/09

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

B. Requested Text:

**Approve setting a Public Hearing on January 12, 2010 to receive comments regarding a request to authorize the filing of an instrument to vacate the 10' public utility easement located along the rear lot lines of Lots 37, 38, 42, 52, 53, 55-65, 67, 68, 71, 73-77, 108, 121, 124, and 125 of Cardinal Hills, Unit Three – 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
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.



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## 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: December 2, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director – Development Services 

SUBJECT: Approve setting a Public Hearing on January 12, 2010 to receive comments regarding a request to authorize the filing of an instrument to vacate the 10' public utility easement located along the rear lot lines of Lots 37, 38, 42, 52, 53, 55-65, 67, 68, 71, 73-77, 108, 121, 124, and 125 of Cardinal Hills, Unit Three – a subdivision in Travis County, Precinct 3.

#### Summary and Staff Recommendation:

TNR has received a request to vacate twenty-eight 10' public utility easements (PUE) located along the rear lot lines of Lots 37, 38, 42, 52, 53, 55-65, 67, 68, 71, 73-77, 108, 121, 124, and 125 of Cardinal Hills, Unit Three. The easements are dedicated per plat note. Lots 37-65 of the subject lots front on Meadowlark Street. Lots 67-77 of the subject lots front on Hummingbird Lane. Lot 108 fronts on Canary Street. Lots 121-125 of the subject lots front on Heron Drive. Meadowlark Street is maintained by both Travis County and Lakeway. Hummingbird Lane, Canary Street, and Heron Drive are maintained by Travis County.

According to the request letter, the purpose of this vacation request is that all utilities were placed at the front of each lot thus not necessitating the rear easement. 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.

Page 2

December 2, 2009

**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.

**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 Cardinal Hills, Unit 3

09-PUE-09

**ORDER OF VACATION**

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

WHEREAS, the property owner requests the vacation of twenty-eight 10' public utility easements located along the rear lot lines of Lots 37, 38, 42, 52, 53, 55-65, 67, 68, 71, 73-77, 108, 121, 124, and 125 of Cardinal Hills, Unit Three as recorded in Book 16, Page 9 of the Plat Records of Travis County, Texas, stating that all utilities for these lots have been installed at the front of the lots thus not necessitating the rear easements; and

WHEREAS, utility providers knowing to be serving the area have indicated that they have no need for the twenty-eight 10' 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 twenty-eight 10' 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 January 12, 2010 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the twenty-eight 10' public utility easements located along the rear lot lines of Lots 37, 38, 42, 52, 53, 55-65, 67, 68, 71, 73-77, 108, 121, 124, and 125 of Cardinal Hills, Unit Three, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

\_\_\_\_\_  
COMMISSIONER SARAH ECKHARDT  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER KAREN HUBER  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR

**FIELD NOTES**

**BEING ALL OF THAT CERTAIN TRACT OF LAND OUT OF AND A PART OF THE ALBERT EWERT SURVEY NUMBER 520, ABSTRACT NUMBER 274 AND THE E.A. VASSER SURVEY NUMBER 1 ABSTRACT 2585, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOTS 52-53, 55-65, 67-68, 71, AND 73-77, CARDINAL HILLS SUBDIVISION UNIT 3, RECORDED IN BOOK 16, PAGE 9 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO REDBIRD INVESTORS, LTD. IN DOCUMENT NO. 2001004078 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING 0.367 ACRE (16000 sq ft) OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at the common corner of said Lot 65 and Lot 66 of said Cardinal Hills Subdivision, also being on the northwestern right-of-way line of Hummingbird Lane, a 50.00 feet wide public roadway, for a southeastern corner and **POINT OF BEGINNING** of the herein described tract,

**THENCE**, crossing over and across said lots, the following twenty-two (22) courses and distances, numbered 1 through 22,

1. S30°08'00"W, a distance of 10.00 feet to a point,
2. N59°52'00"W, a distance of 160.00 feet to a point,
3. N30°08'00"E, a distance of 650.00 feet to a point on the common property line of said Lot 55 and Lot 54 of said Cardinals Hills Subdivision,
4. S59°52'00"E, a distance of 10.00 feet to a point at the common rear property corner of said Lots 54, 55, 74 and 73,
5. N30°08'00"E, a distance of 80.00 feet to a point at the common rear property corner of said Lots 54, 53, 75, and 74,
6. N59°52'00"W, a distance of 10.00 feet to a point,
7. N30°08'00"E, a distance of 160.00 feet to a point on the common property line of said Lot 52 and Lot 51 of said Cardinal Hills Subdivision,
8. S59°52'00"E, a distance of 10.00 feet to a point at the common rear lot corner of said Lot 52 and 51 and Lots 77 and 76,
9. N30°08'00"E, a distance of 80.00 feet to the northernmost corner of said Lot 77, also being on the southern right-of-way line of Flamingo Drive South, for the northernmost corner of the herein described tract,
10. S59°52'00"E, a distance of 10.00 feet to a point,
11. S30°08'00"W, a distance of 400.00 feet to a point on the common property line of said Lot 73 and Lot 72 of said Cardinal Hills Subdivision,
12. N59°52'00"W, a distance of 10.00 feet to a point at the common rear property corner of said Lots 73, 72, 56 and 55,
13. S30°08'00"W, a distance of 80.00 feet to a point,
14. S59°52'00"E, a distance of 10.00 feet to a point of the common property line of said Lot 72 and said Lot 71,
15. S30°08'00"W, a distance of 80.00 feet to a point on the common property line of said Lot 71 and Lot 70 of said Cardinal Hills Subdivision,
16. N59°52'00"W, a distance of 10.00 feet to a point at the common rear property corner of said Lots 71, 70, 58 and 57,



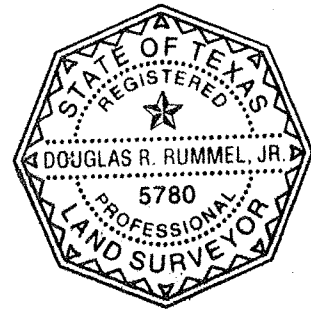
0.367 ACRE (16000 sq ft)  
ALBERT EWERT SURVEY NO. 520, ABS. NO 274 &  
E.A. VASSER SURVEY NO. 1, ABS. NO. 2585  
TRAVIS COUNTY, TEXAS  
TRACT 1-EASEMENT VACATION-CARDINAL HILLS UNIT 3

- 17. S30°08'00"W, a distance of 160.00 feet to a point at the common rear property corner of said Lots 69, 68,59 and 60,
- 18. S59°52'00"E, a distance of 10.00 feet to a point on the common property line of said Lot 69 and 68,
- 19. S30°08'00"W, a distance of 160.00 feet to a point on the common property line of said Lot 67 and Lot 66 of said Cardinal Hills Subdivision,
- 20. N59°52'00"W, a distance of 10.00 feet to a point at the common rear property corner of said Lots 67, 66, 62 and 61,
- 21. S30°08'00"W, a distance of 80.00 feet to a point at the common rear property corner of said Lots 66, 64, 63, and 62,
- 22. S59°52'00"E, a distance of 150.00 feet to the **POINT OF BEGINNING** and containing 0.367 ACRE (16000 sq ft) of land.

**\*PREPARED FROM RECORD INFORMATION\***

Prepared by:  11-10-09

DOUGLAS R. RUMMEL, JR., R.P.L.S. NO. 5780  
**Carlson, Brigance and Doering, Inc.**  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
dougjr@cbdeng.com



BEARING BASIS: CARDINAL HILLS SUBDIVISION, UNIT 3, Bk. 16, Pg. 9, P.R.T.C.TX.

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OF LAND OUT OF AND A PART OF THE E.A. VASSER SURVEY NUMBER 1 ABSTRACT 2585, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOTS 37 AND 38, CARDINAL HILLS SUBDIVISION UNIT 3, RECORDED IN BOOK 16, PAGE 9 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO REDBIRD INVESTORS, LTD. IN DOCUMENT NO. 2001004078 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING 0.032 ACRE (1400 sq ft) OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at the common rear property corner of said Lot 37 and Lot 36 of said Cardinal Hills Subdivision, for the northwest corner and **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with said common property line, N31°06'00"E, a distance of 10.00 feet to a point, for the northernmost corner of the herein described tract,

**THENCE**, leaving said common property line and crossing said Lots 37 and 38, S58°54'00"E, a distance of 140.00 feet to a point on the common property line of said Lot 38 and Lot 39 of said Cardinal Hills Subdivision for the southeast corner of the herein described tract,

**THENCE**, with said common property line, S31°06'00"W, a distance of 10.00 feet to a point at the common rear property corner of said Lots 38 and 39 for the southernmost corner of the herein described tract,

**THENCE**, leaving said common property line and with the rear property lines of said Lots 38 and 37, N58°54'00"W, a distance of 140.00 feet to the **POINT OF BEGINNING** and containing 0.032 ACRE (1400 sq ft) of land.

\*PREPARED FROM RECORD INFORMATION\*

Prepared by: *Douglas R. Rummel, Jr.* 11-10-09  
DOUGLAS R. RUMMEL, JR., R.P.L.S. NO. 5780  
*Carlson, Brigance and Doering, Inc.*  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
dougjr@cbdeng.com



BEARING BASIS: CARDINAL HILLS SUBDIVISION, UNIT 3, Bk. 16, Pg. 9, P.R.T.C.TX.

**FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OF LAND OUT OF AND A PART OF THE E.A. VASSER SURVEY NUMBER 1 ABSTRACT 2585, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOT 42, CARDINAL HILLS SUBDIVISION UNIT 3, RECORDED IN BOOK 16, PAGE 9 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO REDBIRD INVESTORS, LTD. IN DOCUMENT NO. 2001004078 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING 0.016 ACRE (700 sq ft) OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at the common rear property corner of said Lot 42 and Lot 41 of said Cardinal Hills Subdivision for the westernmost corner and **POINT OF BEGINNING** of the herein described tract,

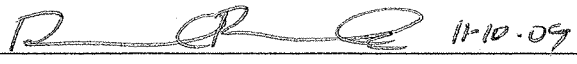
**THENCE**, N31°06'00"E, a distance of 10.00 feet to a point on the common property line of said Lots 42 and 41,

**THENCE**, leaving said common property line and crossing said Lot 42, S58°54'00"E, a distance of 70.00 feet to a point on the common property line of said Lot 42 and Lot 43 of said Cardinal Hills Subdivision for the northeast corner of the herein described tract,

**THENCE**, with said common property line, S31°06'00"W, a distance of 10.00 feet to a point at the common rear property corner of said Lots 42 and 43 for the southernmost corner of the herein described tract,

**THENCE**, leaving said common property line and with the rear property line of said Lot 42, N58°54'00"W, a distance of 70.00 feet to the **POINT OF BEGINNING** and containing 0.016 ACRE (700 sq ft) of land.

**\*PREPARED FROM RECORD INFORMATION\***

Prepared by:  11-10-09  
DOUGLAS R. RUMMEL, JR., R.P.L.S. NO. 5780  
*Carlson, Brigance and Doering, Inc.*  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
dougjr@cbdeng.com



BEARING BASIS: CARDINAL HILLS SUBDIVISION, UNIT 3, Bk. 16, Pg. 9, P.R.T.C.TX.

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OF LAND OUT OF AND A PART OF THE E.A. VASSER SURVEY NUMBER 1 ABSTRACT 2585, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOT 108, CARDINAL HILLS SUBDIVISION UNIT 3, RECORDED IN BOOK 16, PAGE 9 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO REDBIRD INVESTORS, LTD. IN DOCUMENT NO. 2001004078 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING 0.023 ACRE (1000 sq ft) OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at the common rear property corner of said Lot 108 and Lots 110, 111, and 107 of said Cardinal Hills Subdivision for the westernmost corner and **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the common property line of said Lots 108 and 107, N30°08'00"E, a distance of 10.00 feet to a point,

**THENCE**, leaving said common property line and crossing said Lot 108, S59°52'00"E, a distance of 100.00 feet to a point on the common property line of said Lot 108 and Lot 109 of said Cardinal Hills Subdivision for the easternmost corner of the herein described tract,

**THENCE**, with said common property line, S30°08'00"W, a distance of 10.00 feet to a point at the common rear property corner of said Lots 108 and 109 for the southernmost corner of the herein described tract,

**THENCE**, with the rear property line of said Lot 108 and the northern property line of said Lot 110, N59°52'00"W, a distance of 100.00 feet to the **POINT OF BEGINNING** and containing 0.023 ACRE (1000 sq ft) of land.

\*PREPARED FROM RECORD INFORMATION\*

Prepared by: *DR* 11-10-09

DOUGLAS R. RUMMEL, JR., R.P.L.S. NO. 5780

*Carlson, Brigrance and Doering, Inc.*

5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160

Fax: 512-280-5165

dougr@cbdeng.com



BEARING BASIS: CARDINAL HILLS SUBDIVISION, UNIT 3, Bk. 16, Pg. 9, P.R.T.C.TX.

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OF LAND OUT OF AND A PART OF THE E.A. VASSER SURVEY NUMBER 1 ABSTRACT 2585, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOT 121, CARDINAL HILLS SUBDIVISION UNIT 3, RECORDED IN BOOK 16, PAGE 9 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO REDBIRD INVESTORS, LTD. IN DOCUMENT NO. 2001004078 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING 0.016 ACRE (706 sq ft) OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at the common rear property corner of said Lot 121 and Lot 120 of said Cardinal Hills Subdivision, for the southeastern corner and **POINT OF BEGINNING** of the herein described tract,

**THENCE**, with the common property line of said Lots 121 and 120, N58°54'00"W, a distance of 12.01 feet to a point for the southwest corner of the herein described tract,

**THENCE**, leaving said common property line and crossing said Lot 121, N02°30'00"W, a distance of 71.22 feet to a point on the common property line of said Lot 121 and Lot 122 of said Cardinal Hills Subdivision for the northwest corner of the herein described tract,

**THENCE**, with said common property line, S54°19'00"E, a distance of 12.72 feet to a point at the common rear property corner of said Lots 121 and 122 for the northeast corner of the herein described tract,

**THENCE**, leaving said common property line and with the rear property line of said Lot 121, S02°30'00"E, a distance of 70.00 feet to the **POINT OF BEGINNING** and containing 0.016 ACRE (706 sq ft) of land.

\*PREPARED FROM RECORD INFORMATION\*

Prepared by:  11-10-09

DOUGLAS R. RUMMEL, JR., R.P.L.S. NO. 5780  
*Carlson, Brigrance and Doering, Inc.*  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
dougjr@cbdeng.com



BEARING BASIS: CARDINAL HILLS SUBDIVISION, UNIT 3, Bk. 16, Pg. 9, P.R.T.C.TX.

**FIELD NOTES**

BEING ALL OF THAT CERTAIN TRACT OF LAND OUT OF AND A PART OF THE E.A. VASSER SURVEY NUMBER 1 ABSTRACT 2585, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF LOTS 124 AND 125, CARDINAL HILLS SUBDIVISION UNIT 3, RECORDED IN BOOK 16, PAGE 9 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO REDBIRD INVESTORS, LTD. IN DOCUMENT NO. 2001004078 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING 0.034 ACRE (1493 sq ft) OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at the common rear property corner of said Lot 124 and Lot 123 of said Cardinal Hills Subdivision, for the southeast corner and **POINT OF BEGINNING** of the herein described tract,

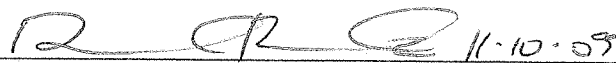
**THENCE**, with the common property line of said Lots 124 and 123, N53°26'43"W, a distance of 10.09 feet to a point on said common property line,

**THENCE**, leaving said common property line and crossing said Lots 124 and 125, N44°11'00"E, a distance of 150.53 feet to a point on the common property line of said Lot 125 and Lot 126 of said Cardinal Hills Subdivision for the northwest corner of the herein described tract,

**THENCE**, with said common property line, S39°00'00"E, a distance of 10.07 feet to the common rear property corner of said Lots 125 and 126 for the northeast corner of the herein described tract,

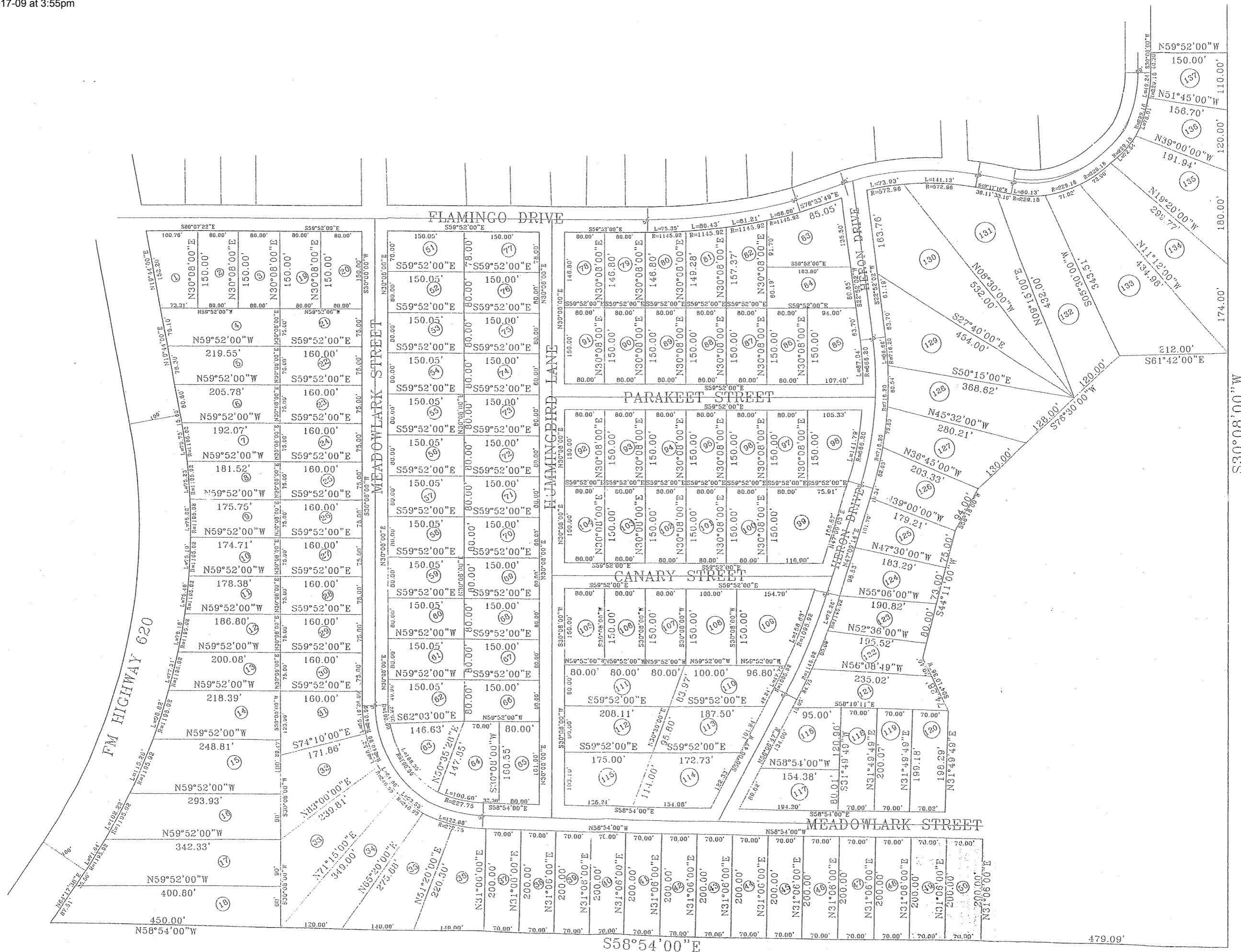
**THENCE**, S44°11'00"W, a distance of 148.00 feet to the **POINT OF BEGINNING** and containing 0.034 ACRE (1493 sq ft) of land.

**\*PREPARED FROM RECORD INFORMATION\***

Prepared by:   
DOUGLAS R. RUMMEL, JR., R.P.L.S. NO. 5780  
**Carlson, Brigrance and Doering, Inc.**  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
dougjr@cbdeng.com



BEARING BASIS: CARDINAL HILLS SUBDIVISION, UNIT 3, Bk. 16, Pg. 9, P.R.T.C.TX.



S30°08'00"W

479.09'

REDBIRD INVESTORS, LTD.  
6601-A Bee Cave Road  
Austin, Texas 78746  
(512) 457-9855  
(512) 457-9822 Fax

October 5, 2009

Mr. Paul Scoggins  
Travis County Transportation  
and Natural Resources  
411 West 13<sup>th</sup> Street  
Executive Office Building  
P.O. Box 1748  
Austin, Texas 78767

RE: Vacation of Public Utility Easements in Cardinal Hills Subdivision Unit 3

Dear Paul:

Attached are the approval letters from the four (4) utility companies which service Cardinal Hills Subdivision Unit 3, as recorded in Volume 16, Page 9 in the Travis County Plat Records, for the vacation of the entire public utility easement as noted on the plat and as it applies to Lots 37, 38, 42, 52, 53, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 71, 73, 74, 75, 76, 77, 108, 121, 124, & 125. This 10' easement is located at the rear of each lot and is referred to as a "Note" on the original plat recorded in 1962. As Janell Kercheville, my assistant, discussed with you a few months ago, Redbird Investors, Ltd. developed Unit 3 in 2005 and in conjunction with the construction of streets, drainage, etc., all utilities were placed at the front of each lot within new Public Utility Easements dedicated by Redbird Investors, Ltd., thus not necessitating the rear easement.

Initially we included our commercially zoned lots and three other lots which all of the utility providers approved, except for Travis County Water District #17 (as you will see on their approval letter). They wanted to keep the original easements on those lots in place for now and possibly vacate them at a later time. For that reason, I have not included those lots in this request, only the ones referred to above.

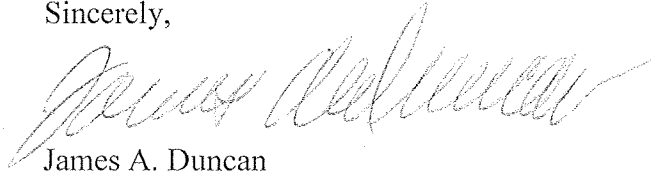
We would appreciate your presenting our request to the proper committee for consideration and have enclosed our check in the amount of \$315.00, due with submittal.

10-05-2009 10:10 AM



If you have any questions, please feel free to call Janell Kercheville at 457-9855.

Sincerely,

A handwritten signature in cursive script, appearing to read "James A. Duncan".

James A. Duncan

JAD:jk

Attachments

**REDBIRD INVESTORS, LTD. LOTS IN CARDINAL HILLS UNIT 3**  
**(Volume 16, Page 9, Plat Records, Travis County, Texas)**

<u>Lot</u>	<u>Unit</u>	<u>Street #</u>	<u>Address</u>	<u>TCAD PARCEL NO.</u>
37	3	520	S. Meadowlark St.	1376802110000
38	3	522	S. Meadowlark St.	1376604050000
42	3	530	S. Meadowlark St.	1376604090000
52	3	403	N. Meadowlark St.	1396613090000
53	3	405	N. Meadowlark St.	1396613080000
55	3	409	N. Meadowlark St.	1396613060000
56	3	411	N. Meadowlark St.	1396613050000
57	3	413	N. Meadowlark St.	1396613040000
58	3	501	N. Meadowlark St.	1396613030000
59	3	503	N. Meadowlark St.	1396613020000
60	3	505	N. Meadowlark St.	1396613010000
61	3	507	N. Meadowlark St.	1396802010000
62	3	509	S. Meadowlark St.	1376801020000
63	3	511	S. Meadowlark St.	1376801010000
64	3	513	N. Meadowlark St.	1376601040000
65	3	515	N. Meadowlark St.	1376601030000
67	3	506	Hummingbird Ln.	1376601010000
68	3	504	Hummingbird Ln.	1396613200000
71	3	412	Hummingbird Ln.	1396613170000
73	3	408	Hummingbird Ln.	1396613150000
74	3	406	Hummingbird Ln.	1396613140000
75	3	404	Hummingbird Ln.	1396613130000
76	3	402	Hummingbird Ln.	1396613120000
77	3	400	Hummingbird Ln.	1396613110000
108	3	15103	Canary St.	1376602070000
121	3	509	Heron Dr.	1376604240000
124	3	503	Heron Dr.	1376604270000
125	3	501	Heron Dr.	1376604280000

# MEMORANDUM

DATE: May 5, 2009  
CASE NO: 520A, WY-30  
MAPSCO # 520A, WY-30

**Release: See List of Attached Addresses**

**Marvin Gordey, Keith Harvill, Joe McNair and Kathy Strittmatter**

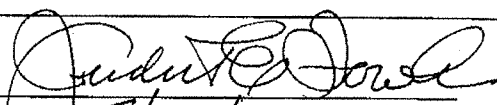
PROPERTY OWNER SEEKS RELEASE OF THE FOLLOWING PROPERTIES (SEE ATTACHED LIST). NOTE ON PLAT STATES: EACH HOUSE CONSTRUCTED IN THIS SUBDIVISION SHALL BE CONNECTED TO A SEPTIC TANK OF A DESIGN APPROVED BY THE STATE HEALTH DEPARTMENT. THE REAR 10 FEET OF EACH LOT IS DEDICATED AS AN EASEMENT FOR PUBLIC UTILITIES.

Project Name: N/A

Please review this request and mail, fax (322-6101) or email your comments to Norma Clark, (322-6529) Public Involvement and Real Estate Services, Town Lake Center no later than **May 15, 2009**.

APPROVAL:  YES  
 NO, see comments/requirements.

Comments/Requirements: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reviewed By:   
Date: 5/13/09

# AUSTIN ENERGY

## APPLICATION FOR RELEASE OF PUBLIC UTILITY EASEMENT, VACATION OF PUBLIC RIGHT OF WAY AND LICENSE AGREEMENT FOR PUBLIC UTILITY EASEMENT (OUTSIDE THE CITY LIMITS)

Fax to (512)-322-6101

**Attention:**

**Kathy Strittmatter – Ph. #322-6410 – South Supervisor**  
 **Sonny Poole – Ph. # 322-6442 – North Supervisor**  
**Territory boundary: Martin Luther King Blvd./FM 969**

Notice: Austin Energy (AE) has the authority to use public utility easements and public rights of way for the placement of electric facilities. AE's approval of a release of a public utility easement (pue), vacation of right of way or a license agreement for a pue is strictly in its capacity as the electric provider. It is the responsibility of the Applicant/Property Owner to contact the owner of the easement or right of way to obtain a formal approval.

- Release
- Vacation of Right of Way
- License Agreement

Name of Property Owner: Redbird Investors, Ltd.

Property Address: See Attached List

Legal Description: " " "

TCAD or WCAD Parcel Number: See Attached List

Site Plan Number: \_\_\_\_\_ Subdivision Case Number: \_\_\_\_\_

ATTACH THE FOLLOWING ITEMS, AS APPLICABLE:

1. Deed into current owner.
2. Survey of property
3. Subdivision Plat
4. Site Plan
5. Copy of the easement document
6. For a License Agreement, provide survey showing location of proposed encroachment.

Additional information: See "Note" on plat.

Applicant's Name: <u>Redbird Investors, Ltd.</u>			
Address: <u>6601-A Bee Cave Rd.</u>			
City: <u>Austin</u>	State: <u>Texas</u>	Zip Code: <u>78746</u>	
Phone: <u>457-9855</u>	Fax: <u>457-9822</u>		
Email Address: <u>jadia@sbcglobal.net</u>			

Office Use Only
Date received: _____
Agent: _____
Comments: _____

Austin Energy, Attention: Public Involvement/Real Estate Services, 721 Barton Springs  
Room 102, Austin, Texas 78704-1194



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIEBELMAN, EXECUTIVE MANAGER

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

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at "See Attached List" (address) and/or "See Attached List" (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.

Laurie Schumpert  
Signature  
Laurie Schumpert  
Printed Name  
Designer  
Title  
Time Warner Cable - Central  
Utility Company or District  
May 12, 2009  
Date

Please return this completed form to:

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City/State/Zip



12012 N. Mopac Expressway  
512/485-6417 (Laurie Schumpert)

Austin, TX 78758  
512/485-4092 (Fax)

**APPLICATION FOR VACATION OF EASEMENT**

Please Print

Application is hereby made for the release of the following easement(s) as described below:

The easement is on property legally described as:

Subdivision: Cardinal Hills Section: 3 Block: N/A

Lot Numbers: See Attached List

Street Address: " " "

As recorded in Volume 16, Page 9, of the Plat Records of Travis County, Texas

Provide common description of the easement requested for release, indicating the amount of the easement to be released:  
(Example: Five foot P.U.E. & D.E. on either side of the common lot line between lots X and X).

Please provide a survey or plat of the area with the easement to be released highlighted.

10' PUE (Public Utility Easement along the rear of these lots).

Reason for requesting release (Example: Single Family Residence, Accessory Building, e.c)

All dry & wet utilities were placed underground in the front of these lots, along the street, when developed in 05.

Please note: If multiple owners are making this request, complete name, address, phone must be provided for all.

Property Owner's name(s): Redbird Investors, Ltd.

Mailing Address: 6601-A Bee Cave Rd, Austin, Texas 78746

Phone: (512) 457-9855 (512) 457-9822  
Day Time Cell Fax

I authorize the following person/company to act in my behalf as my designated agent:

Name of agent/company: Redbird Investors, Ltd. Jamell Kerchville  
Name of Company Name of Contact

Phone: (512) 457-9855 (512) 457-9822  
Day Time Cell Fax

The undersigned Owner/Applicant/Agent understands that the processing of the Easement Release Application will be handled in accordance with procedure for requesting release of easements established by Time Warner Cable. It is further understood that acceptance of this application does not obligate Time Warner Cable to release the subject easement

Jamell Kerchville  
Signature of Applicant/Agent

4-30-09  
Date

REDBIRD INVESTORS, LTD. LOTS IN CARDINAL HILLS UNIT 3  
(Volume 16, Page 9, Plat Records, Travis County, Texas)

<u>Lot</u>	<u>Unit</u>	<u>Street #</u>	<u>Address</u>	<u>TCAD PARCEL NO.</u>
14	3	517	S. Ranch Road 620	1396801040000
15A	3	521	S. Ranch Road 620	1396801240000
26	3	412	N. Meadowlark St.	1396612100000
27	3	414	N. Meadowlark St.	1396801170000
29	3	504	N. Meadowlark St.	1396801190000
30	3	506	N. Meadowlark St.	1396801200000
31	3	508	N. Meadowlark St.	1396801040000
32	3	510	S. Meadowlark St.	1376802060000
33	3	512	S. Meadowlark St.	1376802070000
34	3	514	S. Meadowlark St.	1376802080000
37	3	520	S. Meadowlark St.	1376802110000
38	3	522	S. Meadowlark St.	1376604050000
42	3	530	S. Meadowlark St.	1376604090000
48	3	542	S. Meadowlark St.	1376604150000
49	3	544	S. Meadowlark St.	1376604160000
50	3	546	S. Meadowlark St.	1376604170000
52	3	403	N. Meadowlark St.	1396613090000
53	3	405	N. Meadowlark St.	1396613080000
55	3	409	N. Meadowlark St.	1396613060000
56	3	411	N. Meadowlark St.	1396613050000
57	3	413	N. Meadowlark St.	1396613040000
58	3	501	N. Meadowlark St.	1396613030000
59	3	503	N. Meadowlark St.	1396613020000
60	3	505	N. Meadowlark St.	1396613010000
61	3	507	N. Meadowlark St.	1396802010000
62	3	509	S. Meadowlark St.	1376801020000
63	3	511	S. Meadowlark St.	1376801010000
64	3	513	N. Meadowlark St.	1376601040000
65	3	515	N. Meadowlark St.	1376601030000
67	3	506	Hummingbird Ln.	1376601010000
68	3	504	Hummingbird Ln.	1396613200000
71	3	412	Hummingbird Ln.	1396613170000
73	3	408	Hummingbird Ln.	1396613150000
74	3	406	Hummingbird Ln.	1396613140000
75	3	404	Hummingbird Ln.	1396613130000
76	3	402	Hummingbird Ln.	1396613120000
77	3	400	Hummingbird Ln.	1396613110000
108	3	15103	Canary St.	1376602070000
121	3	509	Heron Dr.	1376604240000
124	3	503	Heron Dr.	1376604270000
125	3	501	Heron Dr.	1376604280000





# SOUTHWESTERN BELL TELEPHONE COMPANY

## RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, AND Jan L Johnson, GRANTEE*, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in Travis County, Texas, and described as follows:

Lots 37, 38, 42, 48, 49, 50, 52, 53, 55-68 inclusive, 71,73-77 inclusive, 108,121,124 and 125, Cardinal Hills, Unit 3, Plat of record in Volume 16, Page 9, Plat Records of Travis County, Texas

Said land of GRANTEES being subject to:

Public utility easement recorded in Volume 16, Page 9, Plat Records of Travis County, Texas,

The portion of said easement to be hereby released is described as follows:

All of that 10 foot utility easement on the rear property lines of all Lots, 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 9<sup>TH</sup> day of JUNE, 2009

SOUTHWESTERN BELL TELEPHONE COMPANY

[Signature]

Name : MARC POTTER

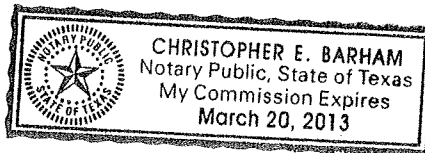
Title: MGR.-ENG. DESIGN

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared MARC POTTER, 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 9 day of JUNE, 2009.

[Signature]  
Notary Public in and for the State of TX  
My Commission Expires 3/20/2013





# TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734  
• Phone (512) 266-1111 • Fax (512) 266-2790

REVISED  
NOVEMBER 6, 2009

## UTILITY EASEMENT RELEASE APPLICATION

Date: 4-29-09

A release of the following utility easement(s) is hereby requested.  
( \$25.00 fee is required )

Property Address: See Attached List

Legal Description: " " "

Travis County, Texas

A plat drawing with the easement highlighted must accompany this application.

Applicant Name: Redbird Investors Ltd.

Address: 6601-A Bee Cave Rd.  
Austin Texas 78746

Reason for Request: The sub-division development & construction installed all of the wet & dry utilities at the front of the property along the street on all lots in Cardinal Hills Unit 3

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. LOT 42 NY

Lots 37, 38, 52, 53, 55-65, 67, 68, 71, 73-77, 108, 121, 124 & 125

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.

Lots 14, 15A, 26, 27, 29, 30, 31, 32, 33, 34, 48, 49 & 50

D.S. Gernes 4-22-09  
Signature Date

Deborah S. Gernes  
Printed Name  
General Manager  
Title

Please return this completed form to:

Jane H. Kercheville  
Name

Phone: 457-9855

Fax: \_\_\_\_\_

Address

City/State/Zip



Google maps

Address 15103 Canary St  
Austin, TX 78734

Notes 28-10' PUE vacations. Lots 37,  
38, 42, 52, 53, 55-65, 67, 68, 71,  
73-77, 108, 121, 124, and 125 of  
Cardinal Hills, Unit Three -  
Precinct Three.  
Commissioner Huber.



2

**BOARD OF DIRECTORS**  
**NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3**

Voting Session Tuesday, December 15, 2009  
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Northwest Travis County  
Road District No. 3 Minutes for the:  
  
Voting Session of November 24, 2009**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

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

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

## MINUTES OF MEETING – NOVEMBER 24, 2009

### NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 24<sup>th</sup> day of November 2009, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 2:08 PM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 2:08 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (2:08 PM)

**Motion by Judge Biscoe and seconded by Commissioner Gómez** approve the investments and payment of claims in Item 1.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session December 22, 2009 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meeting of December 8, 2009.

Approved by: \_\_\_\_\_  
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



**MINUTES OF THE MEETING  
OF THE BOARD OF DIRECTORS OF  
TRAVIS COUNTY HOUSING FINANCE CORPORATION  
HELD ON TUESDAY, DECEMBER 8, 2009**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, December 8, 2009, at 9:18 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Karen Huber, Treasurer was absent.

**1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MINUTES OF BOARD OF DIRECTOR MEETINGS OF SEPTEMBER 1, 22 AND 29, 2009.**

**The Board heard from:** Miguel Gonzalez

**Motion:** Director Gomez moved to approve the request.  
Director Davis seconded the motion.

**Motion carried:**

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	absent
Director Gomez	yes
Director Davis	yes

**2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST BY THE HOUSING AUTHORITY OF TRAVIS COUNTY FOR A GRANT TO FUND TWO UNBUDGETED EXPENDITURES NOT TO EXCEED \$135,000.**

**The Board heard from:** Miguel Gonzalez, Sr. Financial Analyst; Craig Alter, Executive Director, Housing Authority of Travis County; Cliff Blount, Attorney

**Motion:** Director Gomez moved to instruct Cliff Blount to prepare an inter-local agreement to fund the request in the form of a forgivable loan. The loan would be forgiven as the Housing Authority provides services to Travis County residents.  
Director Davis seconded the motion.

**Motion carried:**

Director Biscoe	yes
Director Eckhardt	yes

Director Huber	absent
Director Gomez	yes
Director Davis	yes

**ADJOURN**

The meeting was adjourned at 9:45 a.m.

---

Margaret Gomez, Secretary

2

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session December 22, 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 to approve an invoice from Kroll Factual Data.

Approved by: \_\_\_\_\_  
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

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

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

09 DEC 15 PM 3:50

RECEIVED  
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY  
HOUSING FINANCE CORPORATION



**AGENDA MEMO**

**To:** TCHFC Board of Directors  
**From:** Miguel Gonzalez, Sr. Financial Analyst  
**Date:** December 15, 2009  
**Re:** Consider and possible action on an invoice from Kroll Factual Data.

---

**Required Action**

Approve attached invoice from Kroll Factual Data for a total of \$165.08 related to credit reporting services in conjunction with our NSP program.

**Background**

On November 4, 2009 the Board authorized staff to enter into an agreement for credit report services from Kroll Factual Data as required by Texas Department of Housing and Community Affairs for our Neighborhood Stabilization Program.

Credit reporting costs are reimbursable under the rules of the Neighborhood Stabilization Program, even for applicants who ultimately do not qualify. We will be invoiced monthly by Factual Data for only the services used.

**Recommendation**

Staff has reviewed the invoice and recommends approval and payment of the invoice presented by Kroll Factual Data in the amount of \$165.08.

cc: Rodney Rhoades, Executive Manager, Planning and Budget  
Leroy Nellis, Budget Director  
Harvey Davis, Manager  
Leigh Ann Sledge, Sr. Financial Analyst

Last Updated 12-17-09 at 3:55pm  
**KROLL FACTUAL DATA**  
 PO BOX 1614  
 LOVELAND CO 80539

RECEIVED

**KROLL**

Factual Data

**Statement/Invoice**

RETURN SERVICE REQUESTED

09 DEC -7 AM 11:14

PHONE: 800-255-2901

FAX: 970-663-7178

www.krollfactualdata.com

TRAVIS COUNTY HOUSING FINANCE CORPORATION  
 ATTN: ACCOUNTS PAYABLE  
 314 W 11TH STREET SUITE 540  
 AUSTIN TX 78701

TRAVIS COUNTY  
 FINANCE & BUDGET OFFICE

<b>Statement Date</b>	11/30/2009
<b>Account Number</b>	4406HU1842
<b>Invoice Number</b>	4406HU18421109
<b>Balance Due</b>	\$165.08

Date	Units	Item	Amount	Adjustments	Balance
11/30/2009		Prior Balance	\$0.00	\$0.00	\$0.00
11/30/2009	3	Equifax Legislative Recovery Fee - Individual	\$0.69	\$0.00	\$0.69
11/30/2009	1	Equifax Legislative Recovery Fee - Joint	\$0.46	\$0.00	\$1.15
11/30/2009	3	Experian Legislative Recovery Fee - Individual	\$0.69	\$0.00	\$1.84
11/30/2009	1	Experian Legislative Recovery Fee - Joint	\$0.46	\$0.00	\$2.30
11/30/2009	3	Factualid Mortgage - Individual	\$6.00	\$0.00	\$8.30
11/30/2009	1	Factualid Mortgage - Joint	\$2.00	\$0.00	\$10.30
11/30/2009	3	Merged Credit Reports - Individual	\$33.75	\$0.00	\$44.05
11/30/2009	1	Merged Credit Reports - Joint	\$19.50	\$0.00	\$63.55
11/30/2009	1	Onsite Inspection Fee	\$95.00	\$0.00	\$158.55
11/30/2009	3	Transunion Legislative Recovery Fee - Individual	\$0.69	\$0.00	\$159.24
11/30/2009	1	Transunion Legislative Recovery Fee - Joint	\$0.46	\$0.00	\$159.70
11/30/2009		Tax	\$0.00	\$5.38	\$165.08

Current	1 - 30	31 - 60	61 - 90	Over 90	Total
\$165.08	\$0.00	\$0.00	\$0.00	\$0.00	\$165.08

Please return bottom portion with your payment (Allow 7-10 days for postal delivery)

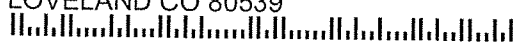
<b>STATEMENT DATE</b> 11/30/2009	<b>ACCOUNT NUMBER</b> 4406HU1842
<b>ATTENTION PHONE</b> 512-854-4743	<b>INVOICE NUMBER</b> 4406HU18421109

Terms net thirty (30) days.

<b>AMOUNT ENCLOSED</b>
\$ _____

<b>PLEASE PAY THIS AMOUNT</b>
\$165.08

<p>Please write your account number on your check.</p> <p>Make check payable to:  <b>KROLL FACTUAL DATA</b></p>
---

REMIT TO: KROLL FACTUAL DATA  
 PO BOX 1614  
 LOVELAND CO 80539  


4406HU184211090000016508

**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session December 22, 2009 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meetings of November 10, and December 8, 2009.

Approved by: \_\_\_\_\_  
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

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

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 DEC 15 PM 3:50

**MINUTES OF THE MEETING  
OF THE BOARD OF DIRECTORS OF  
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION  
HELD ON TUESDAY, NOVEMBER 10, 2009**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, November 10, 2009, at 1:41 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

**1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE PAYMENTS TO TRAVIS COUNTY FOR ACCOUNTING AND ADMINISTRATIVE SERVICES.**

**The Board heard from:** Harvey L. Davis, Manager

**Motion:** Director Gomez moved to approve the request.  
Director Davis seconded the motion.

**Motion carried:**

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

**Staff Note:** The payment is \$51,285.55.

**2. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUEST TO APPROVE RESOLUTION PROVIDING A NOTICE OF INTENTION TO ISSUE BONDS, AUTHORIZING A PUBLIC HEARING, APPROVING AN AGREEMENT TO ISSUE BONDS AND OTHER MATTERS RELATED THERETO CONCERNING A REQUEST TO ISSUE BONDS TO FINANCE THE EXPANSION OF WESTMINISTER MANOR, A LIFE CARE RETIREMENT COMMUNITY.**

**The Board heard from:** Harvey L. Davis, Manager; Cliff Blount, Attorney; Tom Granger, Westminister Board Member; Kevin Reed, Attorney for Westminister Manor; David Quintanilla, Westminister Boars Chair; and Margaret L. Gosselink, Westminister Board Member.

**Motion:** Director Biscoe moved to approve taking out the preliminary steps as set forth in the agenda item and described by Cliff Blount.  
Director Eckhardt seconded the motion.

<b>Motion carried:</b>	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

**Staff Note:**

**ADJOURN**

The meeting was adjourned at 1:57 p.m.

---

Margaret Gomez, Secretary



**MINUTES OF THE MEETING  
OF THE BOARD OF DIRECTORS OF  
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION  
HELD ON TUESDAY, DECEMBER 8, 2009**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, December 8, 2009, at 9:45 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Karen Huber, Treasurer, was absent.

- 1. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE BOND RESOLUTION AUTHORIZING THE ISSUANCE OF REVENUE BONDS BY THE CORPORATION FOR THE BENEFIT OF WESTMINSTER MANOR, AND OTHER MATTERS IN CONNECTION THEREWITH.**

**The Board heard from:** Miguel Gonzalez, Sr. Financial Analyst; Cliff Blount, Attorney; Ladd Pattillo, Financial Advisor; Margaret L. Gosselink, Westminister Board Member; and Kathy Kirchhoff, Senior Vice President, Cain Brothers & Company, LLC

**Motion:** Director Eckhardt moved to approve the Resolution.  
Director Gomez seconded the motion.

**Motion carried:**

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	absent
Director Gomez	yes
Director Davis	yes

**Staff Note:** The first phase will be the issuance of up to \$30 million of bank qualified bonds that will close before the end of the year.

**ADJOURN**

The meeting was adjourned at 9:52 a.m.

---

Margaret Gomez, Secretary