1

Travis County Commissioners Court Agenda Request

Voting Session December 29, 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 $464,771.71, for the period of December 11, 2009 to December 17, 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 JUDGE'S OFFICE
09 DEC 22 AM 11:11

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	December 29, 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 11, 2009 to December 17, 2009
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$464,771.71
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 $464,771.71.

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 11, 2009 TO DECEMBER 17, 2009

-

Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.

Page 2. Chart of Weekly Reimbursements Compared to Budget

Page 3. Paid Claims Compared to Budgeted Claims

Page 4. Notification of amount of request from United Health Care (UHC).

Page 5. Last page of the UHC Check Register for the Week.

Page 6. List of payments deemed not reimbursable.

Page 7. Journal Entry for the reimbursement.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	December 29, 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 11, 2009
TO:	December 17, 2009

REIMBURSEMENT REQUESTED: $ 464,771.71

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	1,362,156.01
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: December 22, 2009	$	(897,384.47)
	$	-
Adjust to balance per UHC	$	0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	$	464,771.71
PAYMENTS DEEMED NOT REIMBURSABLE	$	-
TRANSFER OF FUNDS REQUESTED:	$	464,771.71

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

All claims over $25,000 (0 this week totaling $0.00) 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 ($73,239.17) 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 $4,453.98.

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.

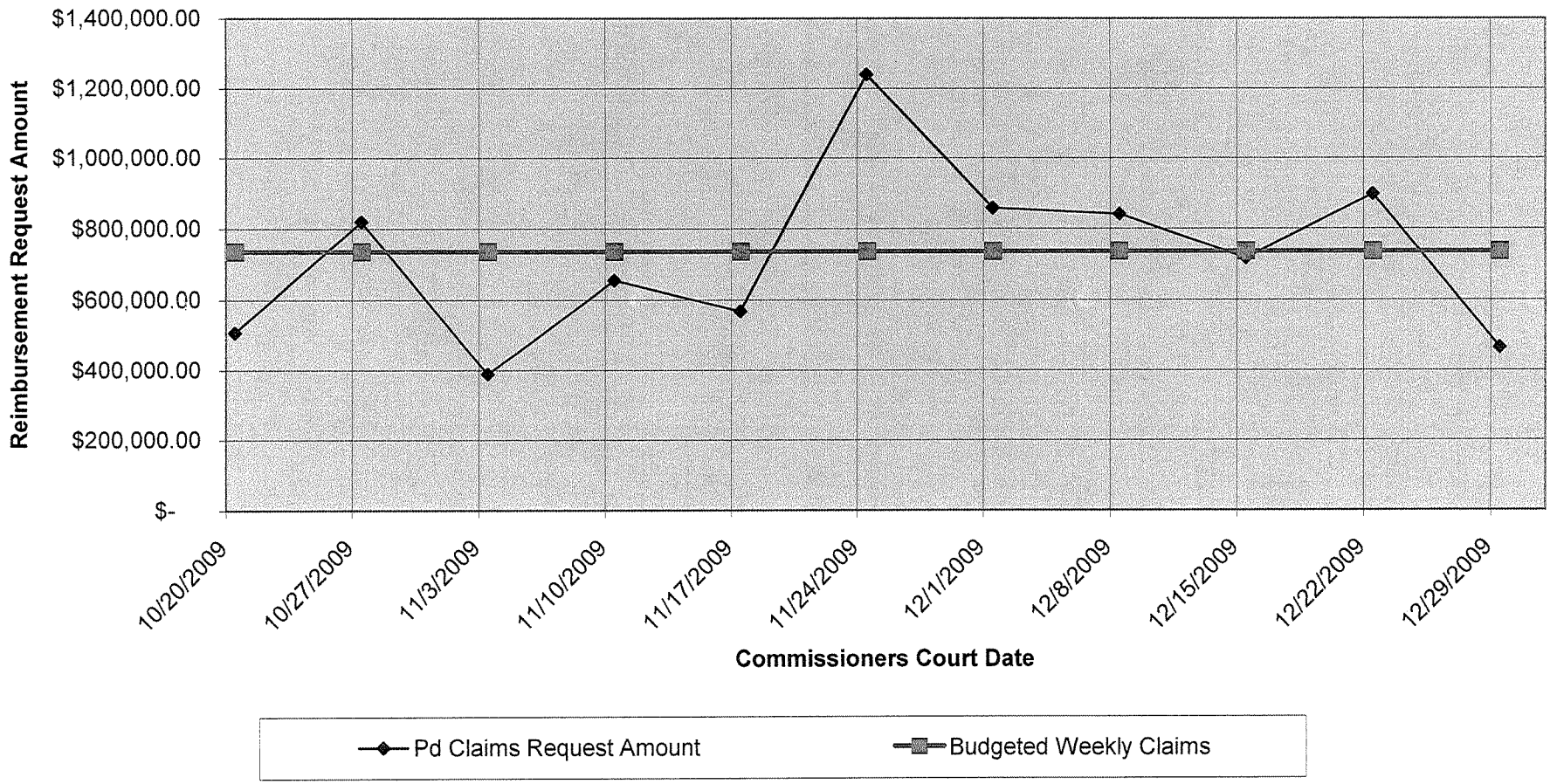
Dan Mansour 12-18-08
Dan Mansour, Risk Manager Date

Cindy Purinton 12-18-08
Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 12/18/09
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

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
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
12/11/09-12/17/09	12/29/2009	$ 464,771.71	$ 734,960.88	0	$ -
	Paid and Budgeted Claims - to date	**$ 7,948,943.50**	**$ 8,084,609.68**		
	Amount Under Budget		**$ (135,666.18)**		

Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.

Last Updated 12-23-08 at 1:46 PM

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: 2009-12-18

REQUEST AMOUNT: $1,362,156.01

CUSTOMER ID: 00000701254
CONTRACT NUMBER: 00701254 00709445
BANK ACCOUNT NUMBER: 0475012038
FUNDING FREQUENCY: FRIDAY

ABA NUMBER: 021000021
ADVICE FREQUENCY: DAILY

INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2009-12-17	$631,315.46
- REQUIRED BALANCE TO BE MAINTAINED:	$1,938,718.00
+ PRIOR DAY REQUEST:	$00.00
= UNDER DEPOSIT:	$1,307,402.54
+ CURRENT DAY NET CHARGE:	$54,753.47
+ FUNDING ADJUSTMENTS:	$00.00
REQUEST AMOUNT:	$1,362,156.01

ACTIVITY FOR WORK DAY: 2009-12-11

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$68,884.77	$00.00	$68,884.77
TOTAL:	$68,884.77	$00.00	$68,884.77

ACTIVITY FOR WORK DAY: 2009-12-14

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$169,261.22	$00.00	$169,261.22

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_12_17

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	1.4	UY	65197172	AH	5	12/7/2009	20	12/16/2009	12/17/2009
701254	632	1.26	RF	72513031	AH	6	12/14/2009	100	12/16/2009	12/17/2009
701254	632	1.09	UY	64826024	AI	16	12/4/2009	20	12/15/2009	12/17/2009
701254	632	0.37	RF	75605152	AH	1	12/16/2009	100	12/18/2009	12/17/2009
701254	632	0.23	UY	63632492	AF	16	12/2/2009	20	12/17/2009	12/17/2009
701254	632	0.01	RF	72332361	AE	5	12/14/2009	100	12/16/2009	12/17/2009
701254	632	0.01	RF	72332265	A	49	12/14/2009	100	12/16/2009	12/17/2009
701254	632	0.01	RF	72332425	AH	1	12/14/2009	100	12/16/2009	12/17/2009
701254	632	0.01	RF	72332417	AH	6	12/14/2009	100	12/16/2009	12/17/2009
701254	632	-7.49	RF	2104105	AH	1	12/12/2009	50	12/18/2009	12/17/2009
701254	632	-8.32	RF	2113482	AA	8	12/12/2009	50	12/18/2009	12/17/2009
701254	632	-38.69	UY	49647751	AI	46	12/11/2009	50	12/17/2009	12/17/2009
701254	632	-61.55	NN	SSN0000C	AL	0	12/14/2009	600	12/18/2009	12/17/2009
701254	632	-176.04	28	2232859	AH	1	12/15/2009	50	12/18/2009	12/17/2009
701254	632	-248.82	28	2232860	AH	1	12/15/2009	50	12/18/2009	12/17/2009
701254	632	-306	NN	SSN0000C	AL	0	12/11/2009	600	12/17/2009	12/17/2009
701254	632	-787	NN	SSN0000C	AL	0	12/9/2009	600	12/15/2009	12/17/2009
701254	632	-900.97	RE	44882684	AH	1	9/29/2009	50	12/16/2009	12/17/2009
701254	632	-1919.1	RD	40471601	AA	8	7/28/2009	50	12/16/2009	12/17/2009

464,771.71

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 12/17/2009

CONTR_#	*TRANS_AMT*	*SRS*	*CHK_#*	*GRP*	*CLAIM ACCT#*	*ISS_DATE*	*TRANS CODE*	*TRANS_DATE*

Total: $0.00

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 12/17/2009

TYPE	MEMBER TYPE	TRANS_AMT	
CEPO			
	EE		
	526-1145-522.45-28	**88,588.71**	
	RR		
	526-1145-522.45-29	**4,857.94**	
Total CEPO			$93,446.65
EPO			
	EE		
	526-1145-522.45-20	**88,499.74**	
	RR		
	526-1145-522.45-21	**7,712.87**	
Total EPO			$96,212.61
PPO			
	EE		
	526-1145-522.45-25	**256,559.33**	
	RR		
	526-1145-522.45-26	**18,553.12**	
Total PPO			$275,112.45
Grand Total			$464,771.71

#2

Travis County Commissioners Court Agenda Request

Voting Session 12/29/09 (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)

Human Resources Management Department

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

December 29, 2009

ITEM # :

DATE: December 18, 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 – 4.

If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

RAE/TLO/clr

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Tax Collector	33	Tax Specialist I*	12 / Level 2 / $29,224.00	12 / Level 2 / $29,224.00

* Temporary to Regular ** Actual vs Authorized

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Fac Mgmt	50067	Building Security Guard	8 / $10.10	8 / $10.10	05

**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).

CAREER LADDERS – POPS

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	138	Cadet* / Grd 80	Corrections Officer* / Grd 81	$33,750.91	$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	184	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	$38,737.92	$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	263	Cadet* / Grd 80	Corrections Officer* / Grd 81	$33,750.91	$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	405	Cadet* / Grd 80	Corrections Officer* / Grd 81	$33,750.91	$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	649	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	$38,737.92	$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).

* Actual vs Authorized

CAREER LADDERS – POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
Sheriff	1279	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	$38,737.92	$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1374	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	$38,737.92	$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1515	Cadet* / Grd 80	Corrections Officer / Grd 81	$33,750.91	$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1519	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	$38,737.92	$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1561	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	$38,737.92	$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
*** Actual vs Authorized**						

CAREER LADDERS – NON-POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
Juvenile Probation	156	Juvenile Res Trt Ofcr I* / Grd 12	Juvenile Res Trt Ofcr II* / Grd 13	$27,573.10	$29,501.26	Career Ladder. Pay is at minimum of pay grade.
Juvenile Probation	416	Juvenile Detention Ofcr I* / Grd 12	Juvenile Detention Ofcr II* / Grd 13	$28,100.80	$29,505.84	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Probation	480	Juvenile Res Trt Ofcr I* / Grd 12	Juvenile Res Trt Ofcr II* / Grd 13	$27,573.10	$29,501.26	Career Ladder. Pay is at minimum of pay grade.
*** Actual vs Authorized**						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	**Slot – Position Title – Grade – Salary**	**Dept. (To)**	**Slot – Position Title – Grade – Salary**	**Comments**
ITS	Slot 74 / Executive Asst / Grd 16 / $49,411.37	**Fac Mgmt**	Slot 161 / Executive Asst / Grd 16 / $49,411.37	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
*** Actual vs Authorized**				

FY 10 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEES "02" TO PROJECT WORKERS "05"		
Dept.	**Slot**	**Actual Position Title**
JP Pct 2	50028	Court Clerk Asst

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

3

Voting Session: December 29, 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 approval of a proposed 35 square feet water easement to the City of Austin at the Precinct One Office Building in East Austin.

C. Approved by:_____
Signature of Commissioner or Judge

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

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

John Hille, Jr., Assistant County Attorney, (49415)

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 22 AM 11:12

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: PCT1-06-09B-1N
FILE: 101

TO: Members of the Commissioners Court

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

DATE: December 18, 2009

SUBJECT: New Precinct One Office Building Project
Water Easement – City of Austin

Proposed Motion:

Consider and take appropriate action regarding approval of a proposed 35 square feet water easement to the City of Austin at the Precinct One Office Building in East Austin.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of a water easement to the City of Austin (COA) at the site for the new Precinct One Office Building Project. On December 16, 2009, FMD met with COA representatives regarding COA permit comments for the New Precinct One Office Building project. One of the comments was a request of a water easement to be granted to COA.

A water meter is normally placed in the COA right of way along the property line. Because of the COA request of a new additional seven (7) feet of concrete sidewalk along Heflin Lane, and because a new water meter cannot be placed in the new concrete sidewalk, COA requested that the County locate and install the water meter for the new building on County land and provide a recorded water easement.

This COA request requires that the County hire a surveyor who will produce a field notes with description of the proposed water easement. FMD coordinated with Purchasing Office and obtained professional surveying services to prepare the proposed water easement which will be 35 square feet (5 feet by 7 feet). FMD received the completed proposed water easement (See Exhibit One) from the contracted surveyor on December 17, 2009. FMD has reviewed the surveyor's product for the proposed water easement.

Therefore, FMD recommends the approval of the proposed water easement for the New Precinct One Office Building Project and to the proposed water easement be granted to the City of Austin.

Budgetary and Fiscal Impact:

Surveying fee of $700 included in project contingency funds.

Background:

The Precinct One Office Building is approaching 100% design and will be submitted to Purchasing for the bidding process in January 2010. Concurrently with the design process, FMD has been working with the COA on the necessary permitting for the site and new facility.

Required Authorizations:

County Attorney: John Hille, Jr., Assistant County Attorney
Planning and Budget: N/A
Purchasing: N/A

Exhibit:
Field Notes and Sketch, Water Easement

MAPSCO Page _____
Grid _____

WATER LINE EASEMENT

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

KNOW ALL BY THESE PRESENTS:

THAT _TRAVIS COUNTY, TEXAS, State of Texas, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, to Grantor in hand paid by the CITY OF AUSTIN, TEXAS, the receipt and sufficiency of which is acknowledged and confessed and for which no lien, express or implied, is retained, does GRANT, SELL, and CONVEY to the CITY OF AUSTIN, a municipal corporation, situated in the Counties of Travis, Hays, and Williamson, State of Texas, and whose address is P.O. Box 1088, Austin, Texas 78767-8839, ATTN: Director, Austin Water Utility and its successors and assigns ("Grantee") an easement for the construction, operation, maintenance, repair, replacement, upgrade, decommissioning, and removal of water lines and associated appurtenances and making connections therewith in, upon, over, and across the following described land:

> That tract, piece, or parcel of land, situated in Travis County, Texas, described in **EXHIBIT A** attached hereto and made a part hereof for all purposes ("Easement Tract").

TO HAVE AND TO HOLD the same perpetually to the City of Austin and its successors and assigns together with the right and privilege at all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement, upgrade, decommissioning and removal of water lines and associated appurtenances and making connections therewith provided, however, that Grantor reserves the right to enter upon and use the Easement Tract but in no event shall Grantor (i) use the Easement Tract in any manner that interferes in any material way or is inconsistent with the rights granted hereunder, or (ii) erect or permit to be erected a building, retaining wall, structure, or irrigation systems on any portion of the Easement Tract, except that irrigation systems may be installed by Grantor in the Easement Tract so long as such irrigation systems cross (and not run parallel with) the underground public utility facilities contemplated above. Grantee shall be obligated to restore the surface of the easement at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the Easement Tract which have been removed, relocated, altered, damaged, or destroyed as a result of Grantee's use of the Easement granted hereunder. If Grantor has installed any trees, bushes, or other landscaping other than groundcover within the Easement Tract, Grantee will only be obligated to restore or replace such landscaping with groundcover. Grantee otherwise shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions of this Easement.

Grantor covenants and agrees to WARRANT AND FOREVER DEFEND title to the Easement herein granted to the Grantee and its successors and assigns against every person lawfully claiming or to claim the same or any part thereof subject to the matters set forth herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ____ day of _____, 2009.

GRANTOR:

By: _____
Name:
Title:

CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2009, by _____, in the capacity of _____ of _____, a Texas corporation, on behalf of that corporation.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINTED/TYPED NAME OF NOTARY

MY COMMISSION EXPIRES: _____

INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2009, by _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINTED/TYPED NAME OF NOTARY

MY COMMISSION EXPIRES: _____

Accepted by _____
Project # _____
RETURN TO:
Alfredo Torres, Engineering Associate
Britt Jones, Engineering Associate
George Resendez, Engineering Associate

At: City of Austin Water Utility
P.O. Box 1088
Austin, Texas 78767-1088
OR
625 E. 10th Street, Ste. 400
Austin, Texas 78701

Exhibit A

Legal Description of Easement Tract

See attached sealed field notes and sketch.

Field Notes

BEING 35 SQUARE FEET OF LAND, MORE OR LESS, OUT OF AND A PART OF THE JESSE C. TANNEHILL LEAGUE, ABSTRACT No. 22 IN TRAVIS COUNTY TEXAS, SAME BEING A PORTION OF THE 2.153 ACRES OF LAND CONVEYED TO TRAVIS COUNTY, TEXAS BY SPECIAL WARRANTY DEED EXECUTED ON DECEMBER 26, 2002, FILED FOR RECORD ON DECEMBER 27, 2002, RECORDED IN DOCUMENT 2002250681 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 35 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a calculated point in the southwesterly right-of-way line of Heflin Lane (60' right-of-way) and in the northeasterly line of said 2.153 acre Travis County, tract, for the Point of Beginning and the most northerly corner of the herein described tract of land having coordinate (Texas State Plane Central Zone, NAD 83(93) HARN, US Feet, Combined Scale Factor of 1.00006) values of N=10077458.29, E=3133505.08, from which a 5/8 inch iron rod with aluminum cap stamped "MWM" found at the most northerly corner of said 2.153 acre Travis County tract and the most easterly corner of the remainder of a 0.63 acre right-of-way tract (vacated by City of Austin Ordinance 20090723-014) conveyed to Travis County by Right-of-Way Deed recorded in Volume 1200, page 419 of the Deed Records of Travis County, Texas bears North 62°56'00" West, a distance of 147.74 feet;

1) THENCE, South 62°56'00" East, a distance of 5.00 feet, with the southwesterly right-of-way line of Heflin Lane and the northeasterly line of said 2.153 acre Travis County tract, to a calculated point for the most easterly corner of the herein described tract of land, from which a 1/2 inch iron rod found at the most easterly corner of said 2.153 acre Travis County tract and the most northerly corner of Lot 10, Murray Owens Subdivision recorded in Book 29, Page 37 of the Plat Records of Travis County, Texas bears South 62°56'00" East, a distance of 152.50 feet;

2) THENCE, South 27°04'00" West, a distance of 7.00 feet, leaving the southwesterly right-of-way line of Heflin Lane and the northeasterly line of said 2.153 acre Travis County tract and crossing said 2.153 acre Travis County tract, to a calculated point for the most southerly corner of the herein described tract of land;

3) THENCE, North 62°56'00" West, a distance of 5.00 feet, to a calculated point for the most westerly corner of the herein described tract of land;

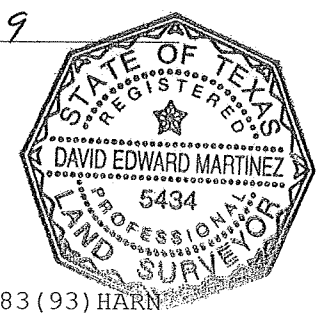
4) THENCE, North 27°04'00" East, a distance of 7.00 feet, to the Point of Beginning and containing an area of 35 square feet of land, more or less.

I hereby declare that this survey was made on the ground, under my supervision, and that it substantially complies with the current Texas Society of Professional Surveyors standards.

David E Martinez

David Edward Martinez
Registered Professional Land Surveyor 5434

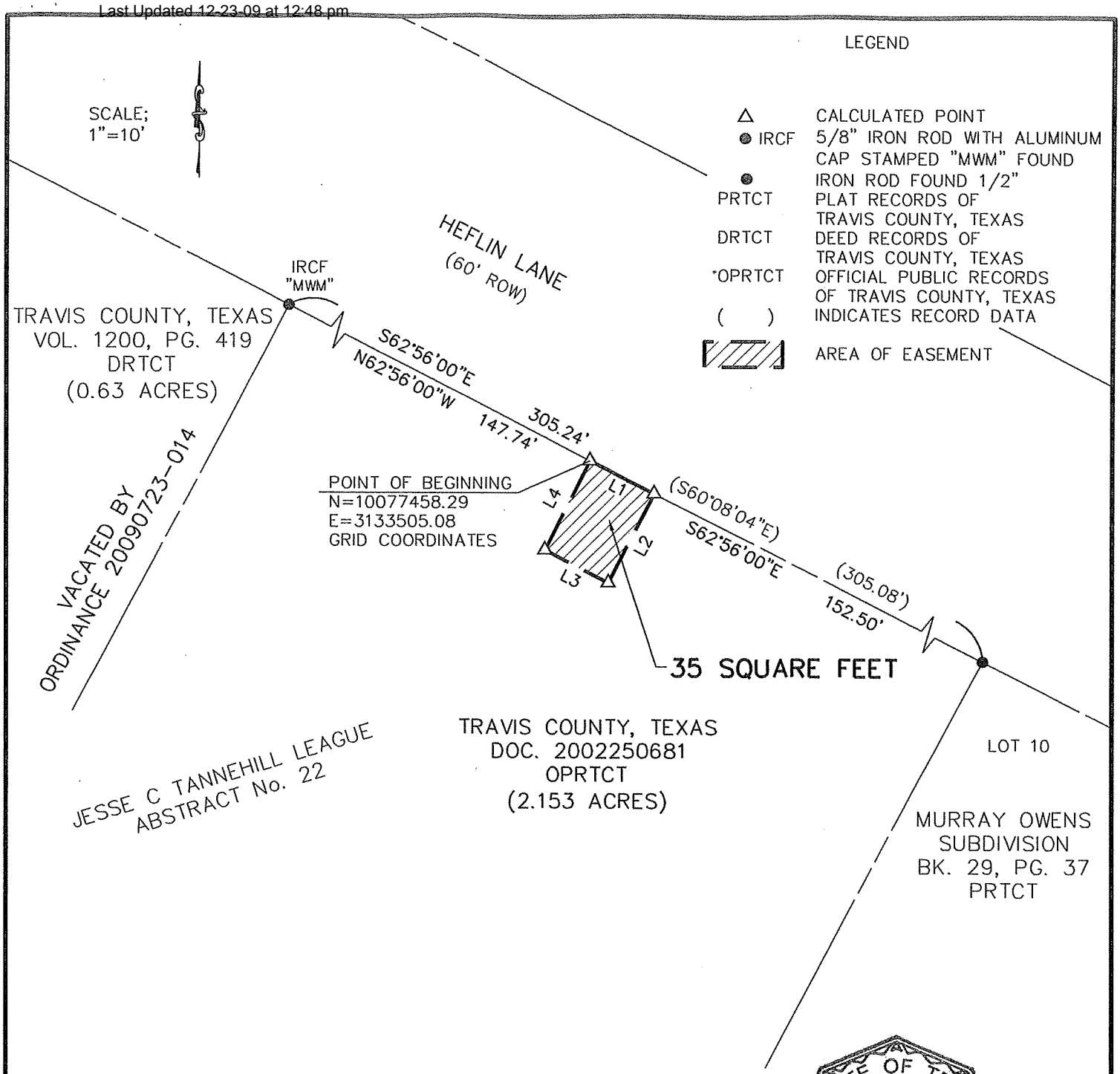
12/17/09
Date



MWM DesignGroup
305 East Huntland Drive, Suite 200
Austin, Texas, 78752
(512) 453-0767

Bearing Basis: Texas State Plane, Central Zone, NAD 83(93)HARN

TCAD No.: 0212210517
CITY GRID No.: M23, M24



LINE	BEARING	DISTANCE
L1	S62°56'00"E	5.00'
L2	S27°04'00"W	7.00'
L3	N62°56'00"W	5.00'
L4	N27°04'00"E	7.00'

THE GRID COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE, CENTRAL ZONE, NAD 83(93) HARN COORDINATES. FOR SURFACE COORDINATES DIVIDE THE CRID COORDINATES BY A COMBINED SCALE FACTOR OF 1.00006. ALL DISTANCES SHOWN ARE SURFACE DISTANCES.

STATE OF TEXAS
REGISTERED
DAVID EDWARD MARTINEZ
5434
PROFESSIONAL
LAND SURVEYOR

12/17/09

mwm DesignGroup
305 East Huntland Drive
Suite 200
Austin, Texas 78752
p: 512.453.0767
f: 512.453.1734

SKETCH TO ACCOMPANY FIELD NOTES

TRAVIS COUNTY, TEXAS

DATE: 17 DEC 09
JOB NO: 12714D13
FILE: WATER ESMT

4

Travis County Commissioners Court Agenda Request

Voting Session January 5, 2010
(Date)

I. **Request**

A. Request made by: Roger A. El Khoury, MS, P.E., FMD Director Phone # 854-9661

B. Requested text:

> Consider and take appropriate action regarding the following liability claim recommendation:
>
> A. Maria Mendez - Settle

C. Approved by:

_____
(Signature of Commissioner or County Judge)

A. **Additional Information**

a. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).

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.

Sherine Thomas, County Attorney, 854-9415
Susan Spataro, Auditor, 854-9125
Greg Hamilton, Sheriff, 854-9770

B. 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)**

RECEIVED
COUNTY JUDGE'S OFFICE
09 DEC 22 AM 11:12

RECOMMENDATION FOR PAYMENT

DATE: 12-15-09

COUNTY DEPARTMENT: TCSO

CLAIM NUMBER: A09372501433002

THIRD PARTY CLAIMANT: Maria Mendez

DATE OF INCIDENT: 5-13-09

LOCATION OF INCIDENT: FM 969 and SH 130

BODILY INJURIES: Chest pain, left shoulder and back injuries.

DESCRIPTION OF INCIDENT: Incident and damages were discussed with county supervisor Lt. Jose Escribano. He advised Deputy Dennis Mallinger was operating TCSO unit 2867 responding to an emergency call, but did not have lights or sirens activated. He was proceeding north on the SH130 service road and went through the stop sign, colliding into the left side of a westbound 2004 Chevrolet Suburban, owned and operated by Maria Mendez. Both vehicles sustained heavy damage and both drivers were injured. Ms. Mendez was transported to the hospital for chest pain, left shoulder and back injuries and released. She is represented by attorney Lloyd Robles.

CORRECTIVE ACTION: Deputy received 40 hours suspension without pay and loss of take home unit for six months. If applicable, employee would be assessed 4 vehicle safety points.

RECOMMENDATIONS: Sedgwick has reviewed the loss notice and claim and confirmed incident with county supervisor. Ms. Mendez's vehicle was determined to be a total loss and her property damage claim was settled in September, 2009.

We received a bodily injury settlement package on Ms. Mendez from Attorney Lloyd Robles. She incurred medical expenses in the total amount of $14,879.70. Following the accident, Ms. Mendez was taken by EMS to Brackenridge Hospital. A review of the emergency records indicated complaints of chest pain, left shoulder and back pain. She sought treatment at South Austin Medical Clinic and had physical therapy at Advanced Rehabilitation by Dr. Jeff Fluitt, D.C. Due to constant complaints of head aches, she was seen at Associated Neurological Specialties with an assessment of closed head injury. MRI's were performed; results were within normal limits.

Ms. Mendez is employed by The State of Texas as a Human Resource Coordinator. She missed three days of work, plus 32.5 hours for therapy, for a total lost wages in the amount of $1,514.23.

Attorney Robles made a demand in the amount of $31,393.93. We have negotiated with the attorney and claimant and they have agreed to a compromise settlement in the amount of $25,000.00.

CLAIMS SPECIALIST: Wayne Scott

COUNTY'S RECOMMENDATIONS: The Risk and Benefits Manager has reviewed the claim submitted and concurs with the findings of the claim specialist and recommends a compromise bodily injury settlement in the amount of $25,000.00 from 525-1140-522-4503 AR0301 made payable to Maria Mendez and her attorney Lloyd Robles.

5

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

Approved by: M. Brill 12·18·09

Voting Session: Tuesday, December 29, 2009
REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS090133RE WITH COMMUNITIES IN SCHOOLS FOR YOUTH AND FAMILY ASSESSMENT CENTER SERVICES. (HHS)

Points of Contact:

Purchasing: Rebecca Gardner & Vania Ramaekers
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 statutes.

  Through this contract, Communities in Schools (CIS) serves as the broker for the Youth and Family Assessment Center (YFAC). As broker, CIS maintains six care coordinators and a full-time supervisor to serve, through wraparound approach, families of youth who exhibit at risk-behavior. CIS provides services to youth up to the age of 22 with behavior health services, self-sufficiency support, enrichment services, as well as parental support and education.

  Modification No. 1 renews the existing contract from January 1, 2010 through December 31, 2010. This contract renewal period funds will not exceed $364,949.00 for services to be provided according to the statement of work as agreed upon by both parties.

- **Contract Expenditures:** Within the last 12 months $364,949.00 has been spent against this contract.

- **Contract-Related Information:**
  Award Amount: $364,949.00
  Contract Type: Professional Services
  Contract Period: January 1, 2010-December 31, 2010

- **Contract Modification Information:**
  Modification Amount: **$364,949.00**
  Modification Type: Renewal
  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.: 489063
  - ☒ Funding Account(s): 001-5868-611-6295
  - ☐ Comments:
- **Statutory Verification of Funding:**
  - ☐ Contract Verification Form: Funds Verified X Not Verified _by Auditor.

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 15, 2009
TO: Members of the Commissioners Court
FROM: Sherri E. Fleming
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: Communities in Schools contract renewal

Proposed Motion:
Consider and take appropriate action to approve the 2010 contract with Communities in Schools of Central Texas for services related to the Youth and Family Assessment Center.

Summary and Staff Recommendations:
Communities in Schools (CIS) serves as the broker for the Youth and Family Assessment Center (YFAC). As the broker, CIS maintains five full-time and one part-time care coordinators and a full-time supervisor to serve, through the wraparound approach, families of youth who are exhibiting at-risk behavior. The wraparound approach utilizes a strength-based model, which is culturally competent, individualized and family driven. The project develops individualized plans for each youth and their family that connects them to various traditional and non-traditional services. CIS is responsible for establishing the eligibility of the youth and families served and maintaining accurate records that document eligibility. The County Project Coordinator, in conjunction with the Austin Travis County Mental Health and Mental Retardation Center, verifies this eligibility. CIS assists in identifying other payment sources, such as Medicaid, CHIP, and private insurers, and assists families in securing membership in those programs, if eligible.

TCHHSVS staff recommends approving the 2010 contract.

Budgetary and Fiscal Impact:
The budget for the 2010 contract is $364,949. The contract follows the calendar year. The contract number is PS090133RE.

Issues and Opportunities:
The YFAC is a collaboration of TCHHSVS, CIS, Austin Travis County Mental Health and Mental Retardation, City of Austin, and Neighborhood Housing.

The primary population served under the CIS contract is youth up to 22 years of age who demonstrate a need for social service intervention (i.e., behavioral health services, self-sufficiency supports, enrichment services, parental support and education) based on at-risk behaviors. At the time of enrollment, these youth attend one of the following schools: Allison, Andrews, Harris, Oak Springs, Ortega, Rodriguez and Zavala elementary schools; Dobie, Kealing, Martin, Mendez, and Webb middle schools.

Members of a youth's family can also be served. Additional eligibility requirements are that the youth and families are residents of Travis County and have household incomes at 200% of federal poverty guideline or less.

Background:
CIS exists to keep children and youth in school, help them learn, and prepare for a successful life by providing school-based social services and links to community resources. CIS staff utilizes a model to provide social services to at-risk youth and families containing six components:

- Supportive Guidance and Counseling
- Health and Human Services
- Parental and Family Involvement
- Pre-employment and Employment Services
- Enrichment Activities
- Educational Enhancement.

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
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

MODIFICATION OF CONTRACT NUMBER: PS090133RE-YAFAC PAGE 1 OF 31 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Rebecca Gardner & V. Ramackers** TEL. NO: (512) 854-9700 & (512) 854-4546 FAX NO: (512) 854-9185	DATE PREPARED: **December 1, 2009**
ISSUED TO: **Communities in Schools of Central Texas** **3000 South IH-35, Suite 200** **Austin, Texas 78704**	MODIFICATION NO.: **1**	EXECUTED DATE OF ORIGINAL CONTRACT: **January 1, 2009**

ORIGINAL CONTRACT TERM DATES: January 1, 2009-December 31, 2009 CURRENT CONTRACT TERM DATES: January 1, 2009-December 31, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ $364,949.00 Current Modified Amount $364,949.00

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 $364,949.00.
3) "Attachments" is amended by adding Exhibit 3 "2010 Renewal Term Attachments" as 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:

[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: Communities In Schools of Central Texas

BY: Suki Steinhauser
SIGNATURE

BY: Suki Steinhauser
PRINT NAME

TITLE: CEO
ITS DULY AUTHORIZED AGENT

☐ DBA
☑ CORPORATION 501c3
☐ OTHER

DATE: 12/10/09

TRAVIS COUNTY, TEXAS

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

DATE: 12-18-09

TRAVIS COUNTY, TEXAS

BY:
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

2010 RENEWAL AND AMENDNENT OF CONTRACT BETWEEN TRAVIS COUNTY AND COMMUNITIES IN SCHOOLS OF CENTRAL TEXAS FOR YOUTH AND FAMILY ASSESSMENT CENTER SERVICES

PARTIES

This 2010 Renewal and Amendment ("2010 Renewal") of Contract is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Communities in Schools of Central Texas, a nonprofit agency ("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, 2009, and will terminate December 31, 2009 ("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.

The Contract provides for renewal of the agreement and changes to the agreement by written agreement signed by both Parties.

County and Contractor desire to renew the Contract for an additional one-year term, beginning January 1, 2010, and ending December 31, 2010.

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 renew the Contract as follows:

1.0 GENERAL TERMS.

1.1 **2010 Renewal Term**. The Parties acknowledge and agree to renew the Contract for an additional one-year term beginning January 1, 2010, and terminating December 31, 2010 ("2010 Renewal Term").

2.0 CONTRACTOR PERFORMANCE

2.1 **Contractor Services.** During the 2010 Renewal Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, services and activities in accordance with the terms and conditions stated in this Contract as renewed and amended herein.

3.0 FINANCIAL PROVISIONS

3.1 **Contract Funds.** Contract Funds Amount. The Parties agree to amend Section 3.1, "Contract Funds Amount," by adding the following:

3.1-2010. Subject to the requirements of the Contract, as amended, in consideration of the full and satisfactory performance of the services and activities provided by Contractor under the terms of the

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

$ 364,949.00

3.2 **Maximum Funds**. The Parties agree to amend Section 6.1, "Maximum Funds," by adding the following:

6.1-2010. Subject to the requirements of this Contract, as amended, County shall provide Contract Funds not to exceed the following amount during the 2010 Renewal Term:

$ 364,949.00

3.3 **Fiscal Year Limitations on Funding.** The Parties agree to amend Section 6.2.2, "Fiscal Year Division," by adding the following:

6.2.2(a) and (b) -2010 During the 2010 Renewal Term, the fiscal year limitations under 6.2.2(a) shall be:

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

$ 273,712.00

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

$ 91,237.00

All other provisions of Section 6.2.2 not specifically changed herein shall remain in full force and effect.

4.0 ENTIRE AGREEMENT

4.1 **Attachments**. The Parties agree to amend Section 5.2 of the Contract ("Attachments), as to the 2010 Renewal Term, by adding the following:

5.2.1	Attachment A-2010	2010 Work Statement
5.2.2	Attachment B-2010	2010 Special Conditions (if applicable)
5.2.3	Attachment C-2010	2010 Program Budget
5.2.4	Attachment D-2010	2010 Performance Report Form

4.2 **Promised Performance**. The Parties agree that all other attachments not specifically changed in this 2010 Renewal remain in full force and effect for the 2010 Renewal Term. The attachments listed in Section 4.1 above are included in this 2010 Renewal as Exhibit 3, and are hereby made a part of the Contract, as amended, and constitute promised performance by Contractor in accordance with all terms of the Contract, as amended.

5.0 OTHER PROVISIONS.

5.1 **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 the Contract.

5.2 **Limitations.** Unless otherwise specifically stated herein, the performance required 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.

5.3 **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:

5.3.1 Completed 2010 Ethics Affidavit
5.3.2 Proof of Insurance
5.3.3 Update of any policies and procedures
5.3.4 Updated W-9 Taxpayer Identification Form
5.3.5 Updated IRS 990 Form
5.3.6 Change of Identity Information (Name, Address, Etc.), where applicable

5.4 **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. In addition, Contractor agrees to include the provisions in Section 15.6 of the Contract, "Debarment, Suspension and Other Responsibility Matters," in any subcontract to this Contract that exceeds $100,000.00.

5.5 **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.

5.6 **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 1 of this 2010 Renewal, to be completed by Contractor as a part of this 2010 Renewal.

5.7 **Conflict of Interest Questionnaire.** For the 2010 Renewal Term, the provisions of the Contract relating to the Conflict of Interest Questionnaire will reference the 2010 Conflict of Interest Questionnaire set forth in Exhibit 2 of this 2010 Renewal, to be completed by Contractor as a part of this 2010 Renewal. Section 27.2.2 of the Contract, "Questionnaire," is deleted and the following substituted:

27.2.2 Questionnaire. If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor shall update this Questionnaire by September 1 of each year for the duration of this Contract as required by Chapter 176 of the Local Government Code. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

6.0 INCORPORATION

6.1 County and Contractor hereby incorporate the Contract 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 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. All provisions in the Contract not specifically amended herein remain the same and in full force and effect.

7.0 EFFECTIVE DATE

7.1 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

ETHICS AFFIDAVIT AND KEY CONTRACTING PERSONS

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 12/10/09
Name of Affiant: Suki Steinhauser
Title of Affiant: CEO
Business Name of Contractor: Communities In Schools of Central Texas
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 Suki Steinhauser

Address 3000 South I-35, Suite 200 Austin TX 78704

SUBSCRIBED AND SWORN TO before me by S. Steinhauser on 12-10, 2009.

Dian Shircliff

Notary Public, State of Texas

Typed or printed name of notary
My commission expires:

Dian Shircliff
Notary Public
State of Texas
My Commission Expires
MARCH 01, 2010

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
November 20, 2009

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Nicole Grant*	
Executive Assistant	Melissa Velásquez	
Executive Assistant	Josie Z. Zavala	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Chris Fanuel	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDonald, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon*	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber*	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown*	
Executive Assistant	Kelly Darby*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
Special Assistant to Comm. Court	Christian Smith*	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	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

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Scott Wilson	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB	
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.*	
Purchasing Agent Assistant III	Vania Ramaekers, 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

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

2010 RENEWAL TERM ATTACHMENTS

Attachment A-2010	2010 Work Statement
Attachment B-2010	2010 Special Conditions (if applicable)
Attachment C-2010	2010 Program Budget
Attachment D-2010	2010 Performance Report Form

WORK STATEMENT

CONTRACT TERM: January 1, 2010- December 31, 2010
CONTRACT AMOUNT: $ 364,949.00

I. CONTRACTOR

Agency:	Communities In Schools of Central Texas
Address:	3000 South IH 35, Suite 200
Phone:	512/462-1771
Fax:	512/462-0825
Contact Person:	Christine Hanlon
	Phone: 512/464-9746
	Fax: 512/462-0825

II. MISSION AND VISION OF AGENCY

COMMUNITIES IN SCHOOLS

Communities In Schools of Central Texas (CIS) exists to keep kids in school, help them learn, and prepare for a successful life by providing school-based social services and links to community resources. CIS staff utilizes a model to provide social services to at-risk youth and families containing six components:

- Supportive Guidance and Counseling
- Health and Human Services
- Parental and Family Involvement
- Pre-employment and Employment Services
- Enrichment Activities
- Educational Enhancement

It is the vision of CIS that all students graduate from high school. Educational attainment for at-risk youth is the path to success in life.

III. PROGRAM

Communities In Schools ("CIS")
Care Coordination Program for Youth and Family Assessment Center ("Program")

Contact Person: Laura Asberry
Phone: 512/464-9746

A. SERVICE CATEGORY/TYPE(s):

1. Assessment
2. Child and Family Teams
3. Referral to Services
4. Care Coordination.

B. SCOPE OF PROGRAM SERVICES:

1. Critical practices that will be utilized by the "Youth and Family Assessment Center (YFAC)"

- An integrated service delivery system and comprehensive continuum of care
- Utilization of early intervention and prevention efforts
- Focusing on youth ages 3 – 16 and their families
- Targeting known risk factors and increasing protective factors
- Serving as a "one-stop access" for community resources and supports
- Streamlining case management services
- Utilizing management information system technology whenever possible
- Ensuring cultural competence
- Being community-based and family-driven
- Utilization of Strength-Based principles

2. Desired community impact(s) that will result as a consequence of "The Youth and Family Assessment Center (YFAC) \."

- Utilization of the AISD IMPACT teams to identify youth and family
- Providing assessments for individuals and families to identify protective factors & needs
- Developing comprehensive family-driven plans
- Linking service dollars to clients and families needs and strengths
- Coordinating seamless, flexible case management for youth and their families
- Collecting and sharing appropriate information for case management and evaluation
- Increasing communication among social service providers and governmental agencies
- Identifying gaps or surpluses in services
- Reducing duplication of services or efforts
- Promoting cost-effectiveness by providing early intervention to divert youth from the juvenile justice system.

3. Specific strategies that will be used in the delivery of services.

Communities In Schools will:

- Provide initial determination of eligibility to MSO
- Conduct intakes, provide assessments, build child and family teams, develop plans of care (POC), coordinate service provision with the cooperation of the MSO, and manage care coordination responsibilities
- Communicate and coordinate with referral sources, providers, and the Managed Services Organization (MSO) as needed to link families with services
- Provide training to CIS staff that provides Care Coordination for YFAC.
- Collect data for reporting as requested by the County
- Leverage private sector/community resources

All functions will be carried out in a manner that is family-driven and is in accordance with the wraparound approach as outlined in the administrative and programmatic critical elements of the Systems of Care and Wraparound Planning Manual. These critical elements identify minimum standards for the care coordination function of the Broker.

CIS will work closely with the Austin/Travis County Mental Health Mental Retardation Center ("Center"), which will serve as the managed service organization for this Program. Center, through the Contracting Director, will provide credentialing, Utilization Management, provider network development and management, claims adjudication and management, contract management, and quality management of the service network. The Broker may access services through the provider network in accordance with the resource management policy established by the County.

4. Target population to be served. Youth between the ages of 0-21 who demonstrate a need for social service intervention (e.g., behavioral health services, self-sufficiency supports, enrichment services, parental support and education) based on at-risk behaviors.

   1. Primary Target Population - Youth between the ages of 3-16 who demonstrate a need for social service intervention (e.g., behavioral health services, self-sufficiency supports, enrichment services, parental support and education) based on at-risk behaviors.

      a. The youth served will reside in the neighborhoods of the following schools[i]: Allison, Andrews, Harris, Oak Springs, Ortega, Rodriguez, Zavala Elementary, Dobie, Kealing, Martin, Mendez, Webb Middle Schools; and,

      b. Youth identified by CIS to participate in School-Readiness Camps through YFAC at the identified target schools (listed in 4.1.a)

   2. Secondary Target Population – Youth family members of the primary target population who demonstrate a need for social service intervention (e.g., behavioral health services, self-sufficiency supports, enrichment services, parental support and education) due to impaired family functioning, which contributes to the youth's at-risk status.

5. Service eligibility requirements.

CIS is responsible for establishing the eligibility of clients receiving services and maintaining accurate records which reflect each enrolled youth's eligibility.

Eligibility assessment will identify client need and link to services. The intake process will collect the information needed to determine eligibility for services funded through the MSO agreement with MHMR.

The Broker will also assist in identifying other payment sources, such as Medicaid, CHIP, and private insurers, and in determining the eligibility of applicants for and assisting applicants in securing membership in those programs.

A. Client Eligibility Criteria for **Community Development Block Grant (CDBG)** Funds:

   1. Individual has a household income of less than 200% of the federal poverty guidelines (as updated annually by the U.S. Department of Health and Human Services) that are applicable to a household with the same number of persons as his/her household;
   2. Individual is a bona fide resident of the City of Austin, which is determined by his/her stated intention to remain in the City of Austin for an indefinite period; and

3. Individual meets criteria as a member of one of the designated target populations for this Agreement (as described in section B 4 of this agreement and/or as approved in writing by the Department).
4. Target population must be between the ages of 0 – 18 years of age.

B. Client Eligibility Criteria for **County Funds**

1. Individual has a household income of less than 200% of the federal poverty guidelines (as updated annually by the U.S. Department of Health and Human Services) that are applicable to a household with the same number of persons as his/her household;

2. Individual is a bona fide resident of Travis County, which is determined by his/her stated intention to remain in Travis County for an indefinite period; and

3. Individual meets criteria as a member of one of the designated target populations for this Agreement (as described in section B 4 of this agreement and/or as approved in writing by the Department).

Additional clients from the City of Austin and Travis County may be served as need is identified and as resources allow, provided that all eligibility requirements continue to be met by those additional clients.

6. Hours of program operation. Office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. To allow families to access the YFAC process, service hours of Care Coordinators are individualized to meet the needs of the families. CIS is responsible for ensuring crisis plans are documented for all enrolled families which detail accessing support resources after stated business hours.

7. Quantity of services that will be provided to families. All families enrolled, as determined by eligibility and Program capacity, will receive care coordination in accordance with the administrative and programmatic standards outlined in Appendix D of Attachment I. Direct services delivered to families will be in accordance with the recommendations of the Child and Family team and will vary based on need.

Examples of services delivered through the YFAC include, but are not limited to:

Education/Training

a. Parent/Caretaker Education

b. Life Skills Training Prevention Services which may include specialized areas of focus such as:

Violence Prevention

Teen Pregnancy Prevention

Substance Abuse Prevention

Vocational Training

c. Tutoring

Assessments/Evaluation

a. Psychological Assessment

b. Psychiatric Assessment

c. Specialized Therapy Assessment (includes but not limited to Speech/Audiology, Occupational Therapy, Physical Therapy, Art, Music, Dance or other movement therapies)

d. Functional/Behavior Assessment

e. Other assessments that may assist in evaluation of the functional, behavioral, mental health or other needs.

Treatment Services (Counseling/Therapy)

a. Individual, Group or Family Counseling/therapy

b. Crisis Counseling

c. Specialized Therapy (includes but not limited to speech/audiology, OT, PT, art, music, dance or other movement therapies).

d. Medication Management

e. Nursing Services

f. Substance Abuse Intervention (substance abuse counseling)

g. Substance Abuse Treatment

h. Psychosocial Skills Training/Behavior Management

Flexible Community Support Services

a. Respite

b. Child Care/supervision

c. Transportation

d. Parent Coach

e. Employment Support Services

f. Mentoring

g. Therapeutic/Behavioral Aide

Enrichment Services

a. Recreational/Social activities

b. Gap Time Enrichment Activities

c. Camp, basic

d. After School Program

e. Enrichment Skill Development

f. Case Management

g. Case Conference (Wraparound Team Meeting)

Any other service or supports that may meet the needs in the Plan of Care, or an emergency or crisis situation

[1] Additional youth, who do not meet these stated target populations, may be served at the direction of the YFAC County Program manager in consultation with the contractor.

CIS - YFAC/Care Coordination
$364,949
01/01/2010 - 12/31/2010

Position	% of Time	# of Months	Monthly Pay Rate	Ttl Wages Chrgd
Program Coordinator	100.00%	12	3,375.00	40,500
Care Coordinator	100.00%	6	2,926.00	17,556
Care Coordinator	100.00%	12	2,956.00	35,472
Care Coordinator	100.00%	12	3,083.00	36,996
Care Coordinator	100.00%	12	2,873.17	34,478
Care Coordinator	100.00%	12	2,926.00	35,112
Care Coordinator	100.00%	12	3,083.00	36,996
Admin Asst.	50.00%	12	1,963.86	11,783
Chief Program Officer	4.00%	12	5,151.72	2,473
Chief Executive Officer	4.00%	12	8,034.00	3,856
Chief Financial Officer	5.00%	12	6,400.78	3,840
Director of IT	4.00%	12	5,670.34	2,722
Director of HR	4.00%	12	5,304.28	2,546
Accounting Assoc	4.00%	12	2,575.00	1,236
HR Assoc	4.00%	12	2,746.67	1,318
Total Salaries				266,864
Benefits				50,202
Total Salaries				266,864
Total Benefits				50,202
Copier				77
Liability Insurance				637
Postage				204
Rent - Central Office				30,774
Staff Travel - Mileage				8,400
Supplies				280
Audit				986
Cell and office phones				6,180
training				325
Software licenses & upgrades				0
				364,949

6.20% SS	1.45% Med	0.50% WC	1.50% SUI	Ret	$2.10 EAP	$5.00 MSA	$3,541.00 Health	0.15% LTD	0.15% ADD/Life	Ttl Fringe
2,511	587	203	135		25	60	3,541	61	61	7,184
1,088	255	88	135		13	30	1,771	26	26	3,432
2,199	514	177	135		25	60	3,541	53	53	6,757
2,294	536	185	135		25	60	3,541	55	55	6,886
2,138	500	172	135		25	60	3,541	52	52	6,675
2,177	509	176	135		25	60	3,541	53	53	6,729
2,294	536	185	135		25	60	3,541	55	55	6,886
731	171	59	68		13	30	1,771	18	18	2,879
153	36	12	5		1	2	142	4	4	359
239	56	19	5	40	1	2	142	6	6	516
238	56	19	7	50	1	3	177	8	8	563
169	39	14	5	40	1	2	142	4	4	420
156	37	13	5	33	1	2	142	4	4	399
77	18	6	5		1	2	142	2	2	255
62	19	7	5		1	2	142	2	2	262
										50,202

PERFORMANCE MEASURES

January 1, 2010 – December 31, 2010

Youth and Family Assessment Center

I. CLIENT OUTPUT MEASURES:

A. Output: A target of 140-150 unduplicated youth 0 to 21 will be provided intake and 83 of those youth shall be served using the wraparound approach and 57 to 67 will be served in the school-readiness camps.

Measure: The number of completed intake forms will be documented and maintained in the case file of each enrolled youth. The enrollment of each youth into the Program will be accurately reflected in the TCM database.

B. Output: Each Care Coordinator will maintain a caseload of 10 families.

Measure: The caseload count will be accurate as reflected in The Clinical Manager (TCM). If, for two consecutive months, the Broker is not able to maintain a caseload count of 10 families per care coordinator then the Broker will submit a written explanation by the 25th of the second month detailing why caseloads cannot be maintained at the expected level.

C. Output: The Broker will provide supportive services to parents, siblings and other youth who reside in the home as recommended by the Child and Family Team of the enrolled youth.

Measure: The Broker will record the number of unduplicated siblings residing in the household of an enrolled youth each quarter in the quarterly performance report that is due the 20th day of the month after the completion of the quarter. The information on the siblings, and other youth residing in the home will include their gender and age.

D. Output: The Broker will complete a quarterly performance report on the output and outcome measures of this program. This quarterly report is due by the 20th day of the month after the completion of the quarter.

Measure: The quarterly report submitted by the Broker (see Attachment I)

II. OUTPUT AND OUTCOME MEASURES REPORTED IN QUARTERLY REPORT

SURVEY RESULTS:

A. Output: The broker shall distribute surveys to the caregiver, youth and school at the time of exit from the program to evaluate satisfaction with services provided by the Program. Of those surveys distributed 70% will be completed and returned.

Measure: The number of surveys (parent, child, school) distributed and returned will be documented in the quarterly report.

B. Output: Program will conduct surveys with the parent/caregiver, the enrolled youth and the school to assess: Satisfaction, Improvement in School Behavior, Improved Relationship with the School, Reduction in Stress, and Improvement in parent/child relationship.

Measure: Survey results will be documented in the Quarterly Report.

CHILD MEASURES:

ASSESSMENT:

A. Outcome: 100% of youth enrolled in a year will receive an initial assessment using a standardized tool.

Measure: The completed assessments will be maintained in the client files and entered into TCM.

B. Outcome: 85% of youth will have stable and/or improved scores on post-test evaluation assessment.

Measure: Pre-test assessment scores will be contrasted from post-test assessment scores and the results will be documented and reported in the quarterly report.

SCHOOL:

A. Outcome: 50% of youth will show an improved attendance rate (for those youth with an absenteeism rate of 10% or above) for those youth enrolled in the program post 60 days.

Measure: The absenteeism number/rate (days absent and/or class periods absent) at entry for the most recent grading period, contrasted with the absenteeism number/rate at exit for the most recent grading period. The change in the absenteeism rate will be documented and reported in the quarterly report.

B. Outcome: 50% of youth enrolled in the program post 60 days will demonstrate passing grades in 3 out of the 4 core subjects at closure.

Measure: Academic performance at discharge based on available school records.

C. Outcome: 50% of youth enrolled in the program post 60 days will demonstrate a decrease in school discipline referrals.

Measure: The number of school discipline referrals at entry for the most recent grading period, contrasted with number of school discipline referrals at closure.

COMMUNITY:

A. Outcome: 40% of youth with prior history of juvenile justice involvement will have a reduction in juvenile justice involvement.

Measure: Reduction in juvenile justice involvement will be assessed by contrasting the delinquent behavior exhibited by the youth at the time of enrollment in the program with any delinquent behavior exhibited by the time of exit from the program, and this will be documented in the quarterly report.

B. Outcome: 80% of youth with no prior history of juvenile justice involvement will be deterred from engaging in delinquent behavior resulting in juvenile justice involvement.

Measure: Deterrent from juvenile justice involvement will be assessed at the time of exit from the program by documenting whether the youth engaged in any delinquent behavior resulting in juvenile justice involvement while

receiving services from the program, and this will be documented in the quarterly report.

III. DEMOGRAPHIC DATA THAT WILL BE COLLECTED: At a minimum, demographic data on age (by year), gender, race/ethnicity, grade level/school status, family living arrangement, family members, income level, insurance status, and zip code will be collected and entered into The Clinical Manager (TCM).

IV. CDBG ELIGIBILITY DOCUMENTS WILL BE COMPLETED: Broker will ensure that the CDBG eligibility documents are completed on all enrolled families. With a percentage (as determined by CDBG guidelines) of families providing supporting documents verifying their income status. All such documents will be maintained in the family file maintained by CIS.

Travis County Health and Human Services and Veterans Service (TCHHS/VS)

Program Performance - Quarter 1 Report, 2010

Time Period Covered by Report: 1/1/2010 - 3/31/2010

Date Report is Due to TCHHS/VS: 4/15/2010

Section I: Performance Report Information. There are 4 updates for Threshold Health. The text in italics located at the upper right of each sheet is some, only partial, additional information related to the information requested. If you have other questions please contact your Contract Specialist. Once you have completed the Performance, Demographic, and Zip Code forms for this quarter, please email this file to: CountyAgingContract@co.travis.tx.us

Legal Agency Name:	Contract Program Name:	Contract Term
Agency Contact Name & Phone No.:	TCHHS/VS Program Lead & Phone No.:	TCHHS/VS Contract Specialist & Phone No.:

Section II: Performance Data. In this section you report on program activity/outcomes as stated in the contract for this report. Provide performance data for all applicable program activities. For example, if Output 1 is to measure the total number of clients served and Outcome 1 measures the percentage of clients who report their health has improved, the number of clients served and the number of clients who report their health has improved should be provided.

PROGRAM PERFORMANCE DATA

Performance Measure Identifier	Performance Measure Title		TOTAL PROGRAM ACTUAL QUARTERLY PERFORMANCE RESULT	YTD PERFORMANCE SUMMARY (Please do not modify information included in this section. If this information is modified, the report will need to be re-submitted.)				
			Q1 Jan. - Mar.	Total Program Q1 Actual Performance	Total Program 12 Mo. Goal (from contract)	Total Program Q1 Goal (or, 25% of 12 Mo. Goal)	% of Q1 Goal Achieved	Explanation about Variance Required in Comments Section)
OUTPUTS								
OP# 1				0	0	0.00	# DIV/0!	# DIV/0!
OP# 2				0	0	0.00	# DIV/0!	# DIV/0!
OP# 3				0	0	0.00	# DIV/0!	# DIV/0!
OUTCOMES								
OC# 1a		(numerator)		0	0	0.00	# DIV/0!	# DIV/0!
OC# 1b		(denominator)		0	0	0.00	# DIV/0!	# DIV/0!
OC# 1c		(outcome rate)	# DIV/0!	# DIV/0!	# DIV/0!	# DIV/0!	# DIV/0!	# DIV/0!
OC# 2a		(numerator)		0	0	0.00	# DIV/0!	# DIV/0!
OC# 2b		(denominator)		0	0	0.00	# DIV/0!	# DIV/0!
OC# 2c		(outcome rate)	# DIV/0!	# DIV/0!	# DIV/0!	# DIV/0!	# DIV/0!	# DIV/0!

Section III: Comments. When completing this section, please:

- Provide any comments you may have about the data entered in Section II.
- Explain any missing data or data that appears incorrect.
- Explain any variance that will be helpful in understanding agency's work or changes in performance level that may be anticipated.
- Document any issues or problems with the data and how it will be addressed.

When budget shifts are approved to change performance [illegible] the reason for the shift (e.g. change in the external environment, the performance measure, etc.).

Please note that comments may be used in future reporting efforts.

COMMENTS

Quarter 1	

Last Updated 12-23-09 at 12:48 pm

Travis County Health and Human Services and Veterans Service (TCHHS/VS)

Program Performance - Quarter 2 Report, 2010

Time Period Covered by Report: 4/1/2010 - 6/30/2010 **Date Report is Due to TCHHS/VS:** 7/15/2010

Section I: Performance Report Information. Please enter all of the information requested. The cell boxes are located in the upper right-hand side of some cells, provide a brief description of the information requested. Please note: after you have completed the Performance, Demographic, and Zip Code Data sheets in this report, please e-mail this file to CountyAgency@co.travis.tx.us.

Legal Agency Name:	Contract Program Name:	Contract Term:
Agency Contact Name & Phone No.:	TCHHS/VS Program Lead & Phone No.:	TCHHS/VS Contract Specialist & Phone No.:

Section II: Performance Data. Complete the table below to report on your performance during the current fiscal year. Please report on your progress toward meeting your contracted performance measures for the term. Include actual numbers only, do not report percentages (except for Outcome Rate). Please report all data for the current fiscal year only. Do not report data from previous fiscal years. For example, if you are reporting on data for FY 2010, report only data for the current fiscal year (October 1 through September 30). Do not report cumulative data (i.e., do not include data from previous fiscal years in your totals). Please be sure to:

- Report your data in the appropriate quarter (i.e., Q1, Q2, Q3, or Q4).
- Report your data in the appropriate fiscal year.
- Report your data in the appropriate cell.
- Report your data in the appropriate format (i.e., numbers, percentages, dollars).

Performance Measure Identifier	Performance Measure Title		TOTAL PROGRAM ACTUAL QUARTERLY PERFORMANCE RESULTS		YTD PERFORMANCE SUMMARY (Please do not modify information included in this section. If this information is modified, the report will need to be re-submitted.)				
			Q1 Jan. - Mar.	Q2 Apr. - Jun.	Total Program Q1-Q2 Actual Performance	Total Program 12 Mo. Goal (from contract)	Total Program Q2 Goal (or, 50% of 12 Mo. Goal)	% of Q2 Goal Achieved	Explanation about Variance Required in Comments Section!
OUTPUTS									
OP# 1			0		0	0	0.00	#DIV/0!	#DIV/0!
OP# 2			0		0	0	0.00	#DIV/0!	#DIV/0!
OP# 3			0		0	0	0.00	#DIV/0!	#DIV/0!
OUTCOMES									
OC# 1a		(numerator)	0		0	0	0.00	#DIV/0!	#DIV/0!
OC# 1b		(denominator)	0		0	0	0.00	#DIV/0!	#DIV/0!
OC# 1c		(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
OC# 2a		(numerator)	0		0	0	0.00	#DIV/0!	#DIV/0!
OC# 2b		(denominator)	0		0	0	0.00	#DIV/0!	#DIV/0!
OC# 2c		(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Section III: Comments. Please use this section to provide comments on your program. Please be sure to:

- Note any significant changes in your program.
- Explain any variances in your performance.
- Explain any changes in your data collection methodology.
- Explain any changes in your data collection tools.
- Explain any changes in your data collection procedures.
- Explain any changes in your data collection schedule.

If you have any questions about how to complete this section, please contact your TCHHS/VS Program Lead.

COMMENTS	
Updates to Quarter 1 Comments	
Quarter 2 Comments	

Travis County Health and Human Services and Veterans Service (TCHHS/VS)

Program Performance - Quarter 3 Report, 2010

Time Period Covered by Report: 7/1/2010 - 9/30/2010 Date Report is Due to TCHHS/VS: 10/15/2010

Section I: Instructions: Report the current data. Please only update the white shaded cells. The only exception is for the upper right hand corner cell where you will indicate if this is a revised report. Do not change the Performance Measure Identifier, Performance Measure Title, or Zip Code terms for this quarter's report; email the IE to CountyAgencyContracts@co.travis.tx.us.

Legal Agency Name:	Contract Program Name:	Contract Term:
Agency Contact Name & Phone No.:	TCHHS/VS Program Lead & Phone No.:	TCHHS/VS Contract Specialist & Phone No.:

Section II: Performance Data: Enter the program's actual performance for the current reporting period. Indicate if this is a revised report. If revised, please explain the reason for revising previously reported data. Explain variances in results from planned levels in the Variance Explanation Column. Please note that the Output 1, 2, and 3 are Client Demographics and Zip Code reports. Please enter the total number of clients served during the reporting period in the appropriate cell. Do not enter percentages.

Performance Measure Identifier	Performance Measure Title		TOTAL PROGRAM ACTUAL QUARTERLY PERFORMANCE RESULTS			YTD PERFORMANCE SUMMARY (Please do not modify information included in this section. If this information is modified, the report will need to be re-submitted.)				
			Q1 Jan. - Mar.	Q2 Apr. - Jun.	Q3 Jul. - Sep.	Total Program Q1-Q3 Actual Performance	Total Program 12 Mo. Goal (from contract)	Total Program Q3 Goal (ie, 75% of 12 Mo. Goal)	% of Q3 Goal Achieved	Explanation about Variance Required in Comments Section?
OUTPUTS										
OP# 1			0	0		0	0	0.00	#DIV/0!	#DIV/0!
OP# 2			0	0		0	0	0.00	#DIV/0!	#DIV/0!
OP# 3			0	0		0	0	0.00	#DIV/0!	#DIV/0!
OUTCOMES										
OC# 1a		(numerator)	0	0		0	0	0.00	#DIV/0!	#DIV/0!
OC# 1b		(denominator)	0	0		0	0	0.00	#DIV/0!	#DIV/0!
OC# 1c		(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
OC# 2a		(numerator)	0	0		0	0	0.00	#DIV/0!	#DIV/0!
OC# 2b		(denominator)	0	0		0	0	0.00	#DIV/0!	#DIV/0!
OC# 2c		(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

[redacted]

COMMENTS	
Updates to Quarter 1 Comments	
Updates to Quarter 2 Comments	
Quarter 3 Comments	

Travis County Health and Human Services and Veterans Service (TCHHS/VS)

Program Performance - Quarter 4 Report, 2010

Time Period Covered by Report: 10/1/2010 - 12/31/2010 Date Report is Due to TCHHS/VS: 1/15/2011

Section I: Performance Report Information. Please fill in the fields below. This information will be used to populate the Performance Measure Report. If you have questions regarding this section, please contact your TCHHS/VS Contract Specialist. Once you have completed the Performance, Demographic and Zip Code forms for this quarter, please email each to Travis County at performance@co.travis.tx.us.

Legal Agency Name:	Contract Program Name:	Contract Term:
Agency Contact Name & Phone No.:	TCHHS/VS Program Lead & Phone No.:	TCHHS/VS Contract Specialist & Phone No.:

Section II: Performance Data. Enter data for the program's performance measures in the columns labeled "Total Program Actual Quarterly Performance Results" for the quarter being reported. Please enter data for each quarter in the appropriate column. Do not enter cumulative data. Please refer to the Program Logic Model and Performance Measure Definitions Report for guidance on how to enter data. Please contact your TCHHS/VS Contract Specialist if you have questions regarding this section.

Performance Measure Identifier	Performance Measure Title		TOTAL PROGRAM ACTUAL QUARTERLY PERFORMANCE RESULTS				YTD PERFORMANCE SUMMARY (Please do not modify information included in this section. If this information is modified, the report will need to be re-submitted.)			
			Q1 Jan. - Mar.	Q2 Apr. - Jun.	Q3 Jul. - Sep.	Q4 Oct. - Dec.	Total Program Q1-Q4 Actual Performance	Total Program 12 Mo. Goal (From contract)	% of Q4 Goal Achieved	Explanation about Variance Required in Comments Section)
OUTPUTS										
OP# 1			0	0	0		0	0	#DIV/0!	#DIV/0!
OP# 2			0	0	0		0	0	#DIV/0!	#DIV/0!
OP# 3			0	0	0		0	0	#DIV/0!	#DIV/0!
OUTCOMES										
OC# 1a		(numerator)	0	0	0		0	0	#DIV/0!	#DIV/0!
OC# 1b		(denominator)	0	0	0		0	0	#DIV/0!	#DIV/0!
OC# 1c		(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
OC# 2a		(numerator)	0	0	0		0	0	#DIV/0!	#DIV/0!
OC# 2b		(denominator)	0	0	0		0	0	#DIV/0!	#DIV/0!
OC# 2c		(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Section III: Comments. Please provide the following information:

- Updates to Quarter 1 Comments
- Updates to Quarter 2 Comments
- Updates to Quarter 3 Comments
- Updates to Quarter 4 Comments
- Any comments regarding the Program Logic Model
- Any comments regarding the Performance Measure Definitions Report

2. Please provide an explanation for any variance of more than 10% between the actual performance and the goal.

Please provide any additional comments regarding the program.

COMMENTS	
Updates to Quarter 1 Comments	
Updates to Quarter 2 Comments	

Updates to Quarter 3 Comments	
Quarter 4 Comments	

Travis County Health and Human Services and Veterans Service (TCHHS/VS)

Client Demographics - Year-to-Date Report, 2010

[redacted]

Legal Agency Name:

Contract Program Name:

Contract Term:

Agency Contact Name & Phone No.:

TCHHS/VS Program Lead & Phone No.:

TCHHS/VS Contract Specialist & Phone No.:

[redacted]

Demographic Category	1st Qtr (Jan - Mar)	2nd Qtr (Apr - Jun)	3rd Qtr (Jul - Sep)	4th Qtr (Oct - Dec)	Total YTD
GENDER					
Female					0
Male					0
Transgender					0
Unknown (Balance not specified)					0
Total	0	0	0	0	0
ETHNICITY Please note that the total count for 'Ethnicity' should equal the total count for 'Race'					
Hispanic or Latino					0
Not Hispanic or Latino					0
Unknown (Balance not specified)					0
Total	0	0	0	0	0
RACE					
American Indian or Alaska Native					0
Asian					0
Black or African American					0
Native Hawaiian or Other Pacific Islander					0
White					0
Multiple race categories begin below					
American Indian or Alaska Native AND White					0
Asian AND White					0
Black or African American AND White					0
American Indian or Alaska Native AND Black or African American					0
Balance of individuals reporting more than one race					
Other / Unknown (Balance not specified)					0
Total	0	0	0	0	0
AGE					
5 & Under					0
6 to 12					0
13 to 17					0
18 to 24					0
25 to 36					0
37 to 55					0
56 to 74					0
75 and over					0
Other / Unknown (Balance not specified)					0
Total	0	0	0	0	0
INCOME STATUS					
<50% of FPIL					0
50 to 100%					0
101% to 150%					0
151% to 200%					0
>200%					0
Other / Unknown (Balance not specified)					0
Total	0	0	0	0	0

[redacted]	
Quarter 1 Report	4/15/2010
Quarter 2 Report	7/15/2010
Quarter 3 Report	10/15/2010
Quarter 4 Report	1/15/2011

[redacted]

COMMENTS

Travis County Health and Human Services and Veterans Service (TCHHS/VS)

Client ZIP Code at Entry into Program - Year-to-Date Report, 2010

Section I: Zip Code Report Information. Please select one from the list. The drop down list has been updated to reflect [illegible] additional information please contact [illegible] Contract Specialist. Once you have selected the [illegible] Report, Demographic Zip Code Information Report, and the [illegible] Report, please send the [illegible]

Legal Agency Name:
Agency Contact Name & Phone No.:

Contract Program Name:
TCHHS/VS Program Lead & Phone No.:

Contract Term:
TCHHS/VS Contract Specialist & Phone No.:

Section II: Zip Code Data. Enter [illegible] zip code [illegible] Please [illegible] zip codes [illegible] ZIP code [illegible] Please [illegible] zip codes [illegible] Please [illegible] zip codes [illegible] Please [illegible] zip codes

Additional Instructions

The following is offered as guidance on completing and modifying the Quarterly Program Performance Report for Travis County Health and Human Services and Veterans Service social service contracts.

1. **UNDUPLICATED CLIENTS Performance Measures:** The most important concept is that at the beginning of the contract year, ALL clients are counted as New and Unduplicated. Furthermore, each individual client is to be counted only one time within each entire contract year. For most of our contracted programs with a calendar year term, this means that all individuals who were existing clients in December (counted in the previous contract year) AND who are continuing into January of the new contract year as "carryover clients" are counted again only once, in the first quarter (Q1) of the new contract term. This "carryover" number is added to the number of additional NEW clients who just started in the program during January through March, to make up the Total Q1 Unduplicated clients count. From then on, only additional NEW clients who are just starting in the program are counted each quarter, therefore Q2, Q3, and Q4 often reflect fewer clients than Q1. Obviously, certain programs with different enrollment or demand cycles could reflect larger numbers in a different quarter, such as a school year-based program which may have the most new clients (and/or its own internal carryover from a previous program cycle) starting in August or September (Q3) instead, etc.

2. **Proposed changes to measures always require careful review and advance approval.** One of our goals is to keep performance measures and reporting both meaningful and simple, so adding or changing measures is generally discouraged. Issues such as the following would be appropriate to discuss with your review team during the annual contract application/renewal process, for possible implementation in a future contract year. Some partner agencies may feel that the above method for counting unduplicated clients alone may not adequately reflect the volume or activity level of services delivered, and their corresponding workloads throughout the year. If these concerns exist for your agency, please contact your Program Lead and Contract Specialist to explore options for the next contract period.

3. **ADJUSTING "Year To Date" (YTD) TOTALS for AVERAGE COUNTS, etc.** In the performance reporting spreadsheet formulas, by default all quarterly numbers (but not percentages) are set to automatically add cumulatively across the page into a sum for the "YTD Total Program ACTUAL Performance." However, certain contracts may have exceptions to this, such as a measure which is intended to capture an Average number over reporting periods, etc. instead. In these cases, the agency will need to contact the County Contract Specialist to over-write the total sum formula in the YTD column for each quarterly report, with the actual resulting Average number for YTD, etc. Be sure to also include an explanation in the Comments block for the quarter(s) when this is applicable.

6

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

Approved by: Bonnie Floyd 12-21-09

Voting Session: Tuesday, December 29, 2009

REQUESTED ACTION: APPROVE A TEMPORARY AGREEMENT TO CONTINUE PORTAL SERVICES ("LETTER AGREEMENT") WITH TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) AND TEXAS NICUSA, LLC. (COUNTYWIDE)

Points of Contact:

Purchasing: Lori Clyde, 854-4205
Department: District Clerk: Michelle Brinkman; Amalia Mendoza Rodriguez; County Clerk: David Ferris; Dana DeBeauvoir
County Attorney (when applicable): Barbara Wilson
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.

  On June 10, 2003, Commissioners Court approved a Service Level Agreement and an ePay agreement for the TexasOnline Portal through DIR and BearingPoint. DIR has re-solicited for these services and the contract has been awarded to Texas NICUSA, LLC. At this time, it is recommended to approve the two-month Temporary Agreement to Continue Portal Services (Letter Agreement) while we complete the negotiations for a new Service Level Agreement with Texas NICUSA and DIR. Services will continue to be provided using the same terms and conditions of the previous Agreement.

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

  ☒ Not applicable

- **Contract-Related Information:**

Award Amount:	$0.00
Contract Type:	Temporary Services
Contract Period:	January 1, 2010 through February 28, 2010

- **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: DIR Purchase

- **Funding Information:**
  - ☐ Purchase Requisition in H.T.E.: N/A
  - ☐ Funding Account(s)
  - ☐ Comments:

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

Temporary Agreement To Continue Portal Services ("Letter Agreement")

THIS Letter Agreement is made by and between Texas Department of Information Resources ("DIR"), Travis County ("Customer"), and Texas NICUSA, LLC ("TXNICUSA"), effective as of January 1, 2010. DIR, TXNICUSA, and Customer may each be referred to as Party, and collectively DIR, TXNICUSA, and Customer may be referred to as the Parties herein.

Background

1. A certain Texas Electronic Framework Agreement dated May 5, 2000, as renewed and amended (the "TEFA") between the Texas Department of Information Resources and KPMG Consulting, L.L.C. (as predecessor in interest to BearingPoint, Inc. ("BearingPoint"), was created in order to provide outsourced electronic portal services to customers who are various state and local governmental entities within the State of Texas in connection with TexasOnline.com (the "Portal").
2. A certain Master Work Order Agreement dated May 17, 2008, including the underlying Projects attached thereto as exhibits, (the "MWO") was also made between DIR and BearingPoint to further the Portal's purpose and services.
3. Customer executed one or more service level agreements (the "SLAs") with BearingPoint as contemplated by Section II (a) (4) of the TEFA, for service either pursuant to the TEFA or the MWO or both, as specified in the respective SLAs. In some instances, the services and relevant terms and conditions are memorialized in an Opportunity Proposal, as defined in the TEFA.
4. TXNICUSA became responsible as of May 30, 2009 to DIR for performance of the SLAs for the SLA's remaining term.
5. The TEFA, and the referenced SLAs under it, expire by their own terms on December 31, 2009 at midnight, and beginning at 12:01am on January 1, 2010 a Master Agreement ("Master Agreement") between TXNICUSA and DIR becomes effective for the second generation of TexasOnline.com ("TexasOnline 2.0"). The MWO continues beyond December 31, 2009, and the SLAs under the MWO may or may not (depending upon the expiration date indicated in each) extend beyond December 31, 2009.
6. As part of the transition from the TEFA to the TexasOnline 2.0 Master Agreement, the Parties have attempted in good faith to negotiate a new Customer Agreement, subject to the terms of the TexasOnline 2.0 Master Agreement, to replace the expiring Customer SLA that provides authorization for TXNICUSA to provide Portal services to Customer.
7. The Parties have been unable to finalize the terms of such Customer Agreement to date, and anticipate it will take longer than the period extending through December 31, 2009, to finalize the Customer Agreement.

8. Customer desires to continue to receive Portal services beyond December 31, 2009 from TXNICUSA and TXNICUSA desires to provide such services.
9. The Parties desire to agree to operate after December 31, 2009 under the terms of the currently existing SLA, to provide additional time to attempt to finalize the Customer Agreement.

[Remainder of page is blank]

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is acknowledged by each Party,

1. Customer may continue to receive Portal services after December 31, 2009, and TXNICUSA agrees to provide such services after December 31, 2009, as described in and pursuant to the terms and conditions of, the currently existing SLAs, or Opportunity Proposals, or both, as appropriate, attached hereto as Exhibit A.

2. Should a conflict arise between the terms of the SLAs, including terms derived from the TEFA, and the TexasOnline 2.0 Master Agreement, the Parties will negotiate in good faith to resolve such conflict.

3. This Letter Agreement will expire on February 28, 2010 at 11:59 p.m., Central time.

To witness the agreement of each Party to this Letter Agreement, each Party has caused an authorized representative to sign below.

AGREED AND ACCEPTED:

Travis County:

By: _____

Print Name: _____

Title: _____

Texas Department of Information Resources:

By: _____

Print Name: _____

Title: _____

Legal: _____

Texas NICUSA, LLC:

By: _____

Print Name: Jeffery A. McCartney

Title: President-

Exhibit A

Customer Service Level Agreements / Opportunity Proposals

1. Agreement for Electronic Filings Services for the Travis County District and County Clerks and First Amendment thereto
2. Travis County, Texas; BearingPoint, LLC
3. Original Agreement dated June 10, 2003. First Modification dated January 27, 2004. Second Modification dated April 13, 2004. Third Modification dated December 13, 2005. Fourth Modification dated June 9, 2006. Fifth Modification dated June 10, 2008.

MODIFICATION OF CONTRACT NUMBER: SL030126LC SLA/Epay Attachment w/ Texas Online/BearingPoint (Countywi[illegible]) **PAGE 1 OF 1 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: October 22, 2003
ISSUED TO: **BearingPoint, Inc.** **111 Congress Ave., Suite 1100** **Austin, Texas 78701** **Attn: Greg Haviland**	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: June 10, 2003

ORIGINAL CONTRACT TERM DATES: **June 10, 2003 – June 9, 2006** CURRENT CONTRACT TERM DATES: **June 10, 2003 – June 9, 2006**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $_____ Current Modified Amount $_____.

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 second sentence of Section 2.1 of the Texas Electronic Framework Travis County OTC Epay Attachment to Service Level Agreement is deleted in its entirety and the following is inserted in lieu thereof:

This service will be utilized by the following departments:
County Clerk's Office
Office of the Constable, Precinct Three

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: BearingPoint Inc. BY: _____ SIGNATURE BY: Gary [illegible] PRINT NAME TITLE: Managing Director 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: 10/24/03
TRAVIS COUNTY, TEXAS BY: Samuel T. Biscoe SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: 1-27-04

ePay Participation

Over-the-Counter ePay participation is available to any County department wishing to join. To make the reconciliation sound, it is optimum to be able to tie the accounting package transaction, the case management record and the ePay transactions together. This process is simplified when the data resides in systems from which we can easily extract data. For the first installation, we created a database with tables representing each of the three data sources so that we could create reports using Crystal Reports to satisfy the reconciliation process. When a department decides to participate, the following steps need to be completed.

Process for participation in ePay

1. Notify eGovernment Oversight Committee in writing via Joe Harlow of desire to participate. Requests will be scheduled according to the order received.
2. Satisfy reconciliation requirements. File formats, definitions and process questions can be answered by ITS. ITS will also provide departments with programming assistance to aid in the reconciliation process.
3. The eGovernment Committee (via Purchasing) will request approval for departmental participation from the Commissioners Court. The attachment is an example of a memo for the Court.
4. The eGovernment Committee (via Purchasing) will notify BearingPoint who according to the contract, will determine a start date which will not be more than 30 days after the request and approval by Commissioners Court.

Prerequisites:

Definition of reconciliation process
Programming written to solidify reconciliation process
Auditor's review of reconciliation process

APPROVED (✓) **DISAPPROVED ( )**

BY COMMISSIONERS COURT ON: 1-27-04

DATE

Samuel T. Biscoe

COUNTY JUDGE

MODIFICATION OF CONTRACT NUMBER: SL030126LC SLA/Epay Attachment w/ Texas Online/BearingPoint (Countyw. 1) **PAGE 1 OF 1 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **March 31, 2004**
ISSUED TO: **BearingPoint, Inc.** **111 Congress Ave., Suite 1100** **Austin, Texas 78701** **Attn: Thomas Sparks**	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: June 10, 2003

ORIGINAL CONTRACT TERM DATES: **June 10, 2003 – June 9, 2006** CURRENT CONTRACT TERM DATES: **June 10, 2003 – June 9, 2006**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $_____ Current Modified Amount $_____.

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.

Amend Section 2.1 of the Texas Electronic Framework Travis County OTC Epay Attachment to include the Office of the Constable, Precinct Two in the list of departments utilizing the service.

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: BearingPoint ☐ DBA ☑ CORPORATION ☐ OTHER

BY: _____
SIGNATURE

BY: Gary M. Lee
PRINT NAME

TITLE: Managing Director
ITS DULY AUTHORIZED AGENT

DATE: 4/5/04

TRAVIS COUNTY, TEXAS

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

DATE: 4/6/04

TRAVIS COUNTY, TEXAS

BY: Samuel T. Biscoe
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE: 4-13-04

4

MODIFICATION OF CONTRA NUMBER: SL030126LC SLA/Epay Af ıment w/ Texas Online/BearingPoint (Countywi...) **PAGE 1 OF 1 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **November 28, 2005**
ISSUED TO: **BearingPoint, Inc. 111 Congress Ave., Suite 1100 Austin, Texas 78701**	MODIFICATION NO.: 3	EXECUTED DATE OF ORIGINAL CONTRACT: June 10, 2003

ORIGINAL CONTRACT TERM DATES: June 10, 2003 – June 9, 2006 CURRENT CONTRACT TERM DATES: June 10, 2003 – June 9, 2006

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: $_____ Current Modified Amount $_____.

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 and BearingPoint entered into a Service Level Agreement for participation in Texas Online on June 10, 25, 2003 ("Agreement"). The Agreement provides for amendments to add additional applications. This is the third amendment. County wants to add an application to allow for the electronic filing of documents in cases before the district and county courts and BearingPoint has agreed to add that application.

AGREEMENT

The parties agree to change the terms and conditions stated in this Agreement as follows:

1.1 Subparagraph (e) of 14, County Provisions is deleted and the following paragraph is inserted in its place:

(e) Attachments The attachments lettered and named below are made a part of this agreement, and constitute promised performances by BearingPoint under this agreement:

1 Attachment A, Ethics Affidavit
2 Attachment B, Texas Electronic Framework Travis County OTC ePay Attachment to Service Level Agreement
3 Texas Electronic Framework Travis County eFiling Attachment C to Service Level Agreement.

1.2 The Attachment lettered C and named Texas Electronic Framework Travis County eFiling Attachment C to Service Level Agreement which is attached to this amendment is made part of the Agreement.

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

3.1 County and BearingPoint hereby incorporate the Agreement into this amendment. Except for the changes made in this Amendment Three, County and BearingPoint hereby ratify all of the terms and conditions of the Agreement. This amendment is effective on the date on which it is approved by the Travis County Commissioners Court.

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: BearingPoint, Inc. ☐ DBA ☐ CORPORATION ☐ OTHER

BY: _____ DATE: 12/2/2005
SIGNATURE

BY: Gary Miglicco
PRINT NAME

TITLE: Vice President
ITS DULY AUTHORIZED AGENT

TRAVIS COUNTY, TEXAS DATE: 12/5/05
BY: _____
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

TRAVIS COUNTY, TEXAS DATE: 12-13-05
BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

ATTACHMENT C TO SERVICE LEVEL AGREEMENT
TEXAS ELECTRONIC FRAMEWORK
TRAVIS COUNTY eFiling

1. Scope

1.1 Introduction

This attachment to the Service Level Agreement is for the Application named Travis County eFiling and is intended to provide a high-level overview of the modules and information exchanges offered through the TexasOnline Electronic Filing Project. Because this Application is based primarily on third party service agreements, and programming is not the primary basis of the services provided, the following provisions of the Service Level agreement do not apply to this Application:

Section 13, Master Agreement Provisions Revised to Update Them and to Make Them Applicable to County,
Subsection I. Definitions (m) License Fee,
Subsection III. Licenses
Subsection XXII. Source Code Escrow

Electronic Filing will enable Filers to submit documents online, and receive a response from the courts as to the status of their filing. The proposed TexasOnline model provides Filers with the ability to file documents using the service provider of their choice to multiple courts.

This same model provides Clerks with the ability to electronically receive and review documents submitted for filing. Regardless of which service provider accepted the document for Electronic Filing, the TexasOnline model enables Clerks to receive a single consolidated financial reconciliation statement.

In this Attachment,

"EFM" means the Electronic Filing Manager which is BearingPoint.

"EFSP" means the Electronic Filing Service Provider which is a non-party service provider approved by EFM and at the time of execution includes American Legal Net, Case File Express, LawPlace, MyFileRunner and ProDoc. Non-party service providers are selected by the filer and may change from time to time without amendment of this Attachment.

"JCIT" means the Judicial Committee on Information Technology.

"XML" means eXtensible Mark-up Language.

1.2 Resource Requirements:

There are no resource requirements for developing or implementing the Service through manual entry of payment information. Any resource requirements needed to upgrade the Application to include electronic entry of payment information must be delineated in an amendment to this Attachment.

There are no costs of development and implementation that are payable by County.

There are no costs of operating the Application that are payable by County.

1.3 Content:

There is no content management for this Service.

1.4 Transfer Fees:

There are no transfer fees for this Service because it is not transferable.

1.5 License Fees:

There are no license fees because a perpetual license cannot be transferred.

1.6 Filing Fees:

Fees for filing each document	Amount set by statute or commissioners court, as applicable
BearingPoint Transaction Fee	$4.00 per transaction
Convenience Fee	$ 2.00 per filing
Service Provider Fee	As set by third party EFSP selected by filer

1.7 Convenience Fees that can be given to Travis County:

In accordance with Texas Government Code 2054.111(e), Travis County may certify the technology integration costs to be recovered and submit a request for TexasOnline Authority approval to recover the integration costs through an assessed convenience fee. The standard rate approved by the TexasOnline Authority for county convenience fees is $2.00 per filing.

1.8 Sensitive Information:

Credit card information, including the name of the credit cardholder and the number of the card, is considered sensitive. ACH information, including the name of the payer, the name of the bank and the account number, is considered sensitive. BearingPoint does not keep or maintain that information; it simply passes that information to the credit card company or the bank.

1.9 Transaction:

The processing of each request for simultaneous filing of one or more documents by a party in a single case is considered a transaction under this Application.

1.10 Marketing:

BearingPoint shall assist the County in developing a marketing plan and an overall marketing strategy to increase awareness among both County staff and public users of the service offered through this Service. BearingPoint shall provide a sample

communication plan for the County office or department for which this Service is implemented.

2 Module 1 – EFM

The EFM is the primary component being constructed for TexasOnline to facilitate the eFiling project. The EFM is designed as a transport mechanism to help provide electronic Clerk review of documents and standardize document transmission and payment, between discrete and differing systems, among Texas counties. The EFM will allow all Filers access to file in multiple Counties throughout Texas without incurring travel cost, hand delivery charges, or facing a daunting array of differing filing rules, fees, and deadlines.

2.1 Court Registers

Each county office using the Application must register with the EFM. Initially, the offices using this Application include the County Clerk and the District Clerk. Registration is done by the office presenting an amendment to the Service Level Agreement to County Commissioner's Court with a Certification of Costs Related to TexasOnline for approval. Once this step is completed, the TexasOnline EFM Administrator forwards Logon-ids and passwords to the designated Administrators in each office approved to use the application. Once these Administrators have these logon materials, they are able to sign-on to the system, add court users, and adjust their passwords as required.

2.2 Clerk enters profile information

Each county office will be required to have profile information designed to help EFSPs enter filings and the EFM direct filings to the correct county office. Included in this County Office profile is information such as County Office Name, address, fees, rule information, and other critical information. This profile information will be available to all participating EFSPs through an XML interface.

Individual users will be able to access particular filing types associated with their assigned profile.

2.3 EFSP registers

Each EFSP that wishes to participate will also be required to register with the EFM. Primarily this is a process to ensure that the EFSP understands their payment, standards, and interface obligations. The TexasOnline Administrator will provide each EFSP a secure logon.

2.4 Filer registers

Each filer that elects to participate must register with the EFM. The filer will register through an online interface. Once the filer's information is confirmed, a PIN and password will be issued to the filer.

The filer will also be able to enter the PIN of other Filers in order to grant filing access to that second filer. For example, an attorney could register and grant a staff member the ability to

file in the attorney's name. The staff member must have previously registered with the system. Additionally, the attorney completely controls the ability to designate other Filers who can file in attorney's name.

The PIN issued by the EFM serves as an electronic signature. All filings submitted through the EFM are considered signed if they contain a validated PIN.

2.5 Deadline for Implementation:

All filings for Phase 1 of the project plan for the District Court shall be completed no later than ninety days after the scheduled commencement of Phase I stated in the attached Phase I Plan. County and BearingPoint shall not proceed with implementation of a fully functional project until all the results of the filings in Phase I meet or exceed the standards in the Metrics in the attached Phase I Plan. Within thirty days after the results of the filings in Phase I meet or exceed the standards in the Metrics in the attached Phase I Plan, BearingPoint shall implement a fully functional project for the District Clerk.

2.6 Filing Arrives at EFM

Filings are submitted to the EFM, by an EFSP, in the JCIT approved court filing format. This format is an extended version of the LegalXML 1.1 standard designed for Texas courts. The EFM is able to accept filings through a real-time interface. Acceptable submission protocol include https and eventually ftp. The EFM does not discriminate as to whether the filing was generated by the TexasOnline EFSP or an external EFSP. All filings must arrive at the EFM in the same format.

2.7 Status submitted to EFSP

Filing status is available to the EFSP at each change of status. Each status designates the step the filing has passed as it proceeds to Court acceptance or denial. The steps include: arrival at the EFM, acceptance or denial by the Court, and success or denial in authorizing payment. The filing will be time stamped with a watermark with the time the filing reached the EFM. All other times that the filing changed status will be displayed. A mechanism will also allow the EFSP to query the EFM for filing status.

2.8 Filing validated against standard

Once a filing arrives at the EFM, the EFM validates that the filing is in the correct format, including: the EFSP, from which the filing was submitted, must have registered with the EFM, all of the required fields on the JCIT approved court filing format must be completed, the listed filer must be registered with the EFM, and the filing must be directed toward a registered Court. If these requirements are not met, the filing is rejected and returned to the EFSP.

If the payment type indicated is credit card, the amount is pre-authorized against the filer's card.

2.9 Directed to correct county office

Once the filing is validated, it is directed to the correct County Office. The filing type is interpreted and the filing is deposited into the correct queue as indicated in the County Office

profile. Folders are populated based on the Clerk, County or District, the matter type and the document type.

2.10 Notification submitted to EFSP

Once a filing has been validated and is directed to the correct county office, notification is provided to the Court and EFSP at pre-determined intervals. For example, Court Clerks should be notified by 10:00 am the following day of any filings they have not yet processed. Similarly, Filers should be notified within 24 hours of any filings the Court has failed to act upon.

2.11 Reviewed by Clerk

Once a filing is deposited into a county office In Box, authorized Clerks have the responsibility to review the filing information. The Clerk can review the inputted metadata as well as the enclosed documents and payment amount. Court decisions for rejected or acceptance of filings are then dependent on local and state rules for filing.

The Clerk is also allowed to search within their queue to locate filings based on date range, case number, and filing status. The intent is to make the online review process as simple as possible to speed eFiling processing.

2.12 Accepted by Clerk

After the Clerk reviews the filing information, the Clerk can choose to accept the filing. A Court stamp is placed on the first page of the filing and the filing status is marked as "Confirmation". A confirmation message is then returned to the Filer. Within this confirmation message, the Clerk can optionally choose to include a message back to the Filer.

If it is a brand new case the Clerk is required to enter a cause number and court assignment before they can Accept the filing.

2.13 Rejected by Clerk

The Clerk can also choose to reject a filing. If the filing does not meet an applicable rule, the Clerk can mark the filing as rejected and it is returned to the EFSP. The Clerk must enter information in the comment field and return rejection reasons to the filer.

2.14 Held by Clerk

The Clerk can also choose to mark a filing as reviewed and place it in a Hold status. In this manner, if information is being researched between the Clerk and/or the Filer, the filing can be marked as reviewed and waiting for a decision by the Clerk.

2.15 Payment processed

If the filing was accepted by the Court, payment is then processed according to the information provided by the EFSP. Currently, 4 levels of fees exist, including: EFSP Fees, EFM Convenience Fees and Discount Fees, Court Convenience Fees, and Court Filing Fees.

ACH payment is processed by the bank, generating the appropriate deposits to County accounts.

Under the ACH scenario, BearingPoint guarantees payment of funds.

Service fees apply to all filings regardless of whether a Court Filing Fee is applicable. eFiling 'delivery' fees apply in the same way that postage or courier fees apply to all deliveries.

Travis County will have access to a report from a third party financial transaction processor with the amount of deposit and the transactions that make up that deposit.

2.16 Confirmation generated to EFSP by EFM

Once the Clerk has indicated that the filing is accepted or rejected, a confirmation is generated using the JCIT approved court filing standard and returned to the EFSP by EFM. If approved, the confirmation contains the submitted filing with the first page of the filing stamped by the Court. If rejected, the confirmation contains the submitted filing along with the rejection reasons entered by the Court.

2.17 Receipt generated for Filer to EFSP by EFM

If payment was successfully processed, a receipt is emailed to the filer documenting the successful transaction. If payment processing fails, a notification is emailed to the filer displaying the reasons for the failure. In either case, the filer should be able to reconcile payment receipts against filings submitted to EFSP by RFM.

2.18 Document stamped and returned to the EFSP

Once a filing has been accepted, the EFM will stamp the first page of the document with an electronic stamp. This stamp represents an electronic version of the stamp that is normally applied at the Clerk's desk. The document will be returned to the Filer through the XML transfer between the EFM and the EFSP.

2.19 Available for download/transfer to Court CMS and/or DMS

BearingPoint transfers filings to Travis County in "Near Real Time" using either the EFM Export feature or the EFM UI Bypass feature. The EFM Export feature transfers filings to Travis County after they are accepted by the county office using the BearingPoint Clerk User Interface (UI). The EFM UI Bypass feature also transfers filings to Travis County, where the FACTS CMS imports the filings and allows the filings to be viewed by county office through the FACTS UI. FACTS communicates the county office's acceptance (and fields required by the EFM for acceptance) or rejection of filings to BearingPoint using Web Services functions predefined by BearingPoint. When Travis County selects the EFM UI Bypass feature, the BearingPoint Clerk UI is not used for reviewing, accepting, and rejecting electronic filings, nor is the BearingPoint Clerk UI used for routing electronic filings to individual clerks for processing.

BearingPoint may implement an EFM for each county office participating (for example, Travis District Civil Courts and Travis District Family Courts). For each EFM, Travis County may select either the Export feature or the UI Bypass feature. Each EFM may use one of these features at a time; however Travis County may change the selected feature upon coordination

with BearingPoint. In addition, for each EFM using the EFM Export feature, Travis County may select either FTP or Web Services communication protocol. Each EFM using EFM Export may use one communication protocol at a time; however Travis County can change the communication protocol upon coordination with BearingPoint. An EFM using the EFM UI Bypass feature may only use the Web Services communication protocol. The same destination servers located at Travis County may be used to receive the transferred filing from BearingPoint for any combination of Export, UI Bypass, and communications protocols selected.

The EFM UI Bypass feature is documented in the "TexasOnline eFiling For Courts Export XML Interface Definition Document." BearingPoint provides draft documentation for the EFM UI Bypass feature to Travis County by March 25, 2005 with final documentation by April 15, 2005.

2.20 Transaction history log updated

Whether accepted, rejected, or validated, each filing that arrives at the EFM will update a permanent log. This log will only contain filing status information and not actual Court filing information. This log will be available for each submitted filing for a period of 36 months past filing receipt. The log will be accessible, and searchable by the Clerk Staff.

2.21 Filing temporarily available in the EFM

The EFM is to be designed as a transmission mechanism and not a destination. Consequently, once a Court has made an acceptance or rejection decision about a filing, it will only be available in the EFM for another 15 business days. This is to allow the Court the opportunity to correct a systematic error and obtain the file if some mechanism failed during the download or recording process. The time and date that a filing has been purged will be recorded in the permanent log.

Similarly, if a Clerk fails to act on a filing within 30 days of its receipt, that document will be returned to the EFSP with a note indicating that the Court has failed to take action on this filing. The Court will receive multiple warning's before a filing is returned to the EFSP for inactivity.

2.22 EFM Financial Reporting

The EFM will allow users to access financial reports. Clerk Staff may designate the date range for the report, which will show accepted files for that reporting period. These financial reports should be available on a real-time basis or as a batch request. The reports should only report County specific fees and should not reflect convenience fees collected by either the EFSP or the EFM. The report will be sorted and subtotaled by court system, payment type, and filing type and available at both a detail and summary report level. The reports should be downloadable for loading to other systems.

2.23 TexasOnline EFM Administrator functions

The TexasOnline EFM Administrator creates and distributes Court Logon-ids and passwords at registration and ensures secure logon of EFSP entities. The TexasOnline EFM Administrator also updates the EFM profile, which contains the latest XML specification and EFM fees.

2.24 Clerk Administration functions

The Clerk Administrator receives the initial Logon-id and password from the TexasOnline EFM Administrator. The Clerk Administrator is then responsible for: creating other Clerk User Logon-ids and passwords for Clerk Staff use, creating and updating the court profile information, and assigning appropriate rights to Clerk Users.

2.25 Clerk User functions

Clerk Users can perform functions as assigned by the Clerk Administrator. These functions may include review of filings, acceptance or rejection of filings, ability to view or run the financial reports, or the ability to review the permanent log.

2.26 Implementation by County Clerk

This project may be implemented by or for the County Clerk upon submission of an implementation plan and approval of it by Commissioners Court as an amendment incorporated into this attachment which requires compliance with that plan.

2.27 Attachment and Incorporation of Phase I Plan for District Clerk

The Phase I Plan for the District Clerk is attached and incorporated in full in this attachment for all purposes.

Amalia Rodriguez-Mendoza
District Clerk, Travis County
Travis County Courthouse Complex
P. O. Box 679003
Austin, Texas 78767

MEMORANDUM

To: ***Alicia Perez, Executive Manager of Administrative Operations***

From: ***Amalia Rodriguez-Mendoza, District Clerk***

Subject: ***Document Management System***

Date: ***September 6, 2005***

For the past year, the District Clerk's Office has been using Exigen document management system installed by Vista Solutions Group for civil and family case files.

To date, over 617,000 documents have been scanned into this system, with 213,000 representing daily filing activity and the remainder representing conversion of paper files into the DMS. This conversion activity, called back scan, was very high at the onset of the project as the criteria for back scan was that a case be set for a hearing. After one year the back scan activity is nominal as most of our active cases have already been scanned.

The indexing system is functioning as planned. Numeric code changes to align the FACTS and DMS codes were made shortly after implementation. Some of the workflow processes have been modified to increase efficiency, and the system is performing to expectations.

Initial incompatibilities between the software and the EPO agent running on the servers caused a series of memory leaks. The District Clerk recovered scanning operations that were in progress during those leaks.

Several enhancement and modifications are in progress; most notably for the District Clerk are the court minutes and appeals workflow modules. Once the purchase of these enhancements is complete, preparation of the court minutes and appeal records will be automated. The District Clerk plans to work with Records Management to transfer documents from the DMS onto microfilm for purposes of creating a back-up of the court minutes, which are a permanent record. Other enhancements underway

include view-only access to judge's notes and Intranet and Internet access to case records.

The District Clerk is planning initial implementation of E-Filing using an interface to the DMS. This interface will transfer into the DMS an accepted e-filed document image plus any DMS data fields completed by the filer. This interface is not able to transfer financial data into the DMS as that system does not capture this type of data.

A plan for testing E-Filing has been approved by Judge Dietz, Bearing Point and my office. Attached is the signed agreement with a timeline for implementation. The plan includes testing the efficiency of E-filing. The District Clerk will be recruiting several local attorneys to participate in this test.

The next critical step in proceeding with E-Filing is presenting the Service Level Agreement between Travis County and BearingPoint to the Commissioners Court for approval. If a fee for E-Filing is to be charged by the County, a standard Chief Financial Officer letter verifying the fees will not exceed costs of the system is required of the Auditor. This, however, is not an essential component of E-Filing.

Please call me with any questions you may have at 854-9737.

cc: Phase I Plan

Phase I Plan
Electronic Filing Process Evaluation
Travis County District Courts

1. Purpose. This plan is submitted jointly by the Travis County District Clerk and TexasOnline to define the scope and elements of a limited initial phase to evaluate the processing of e-filed documents.

2. Scope. Phase I of e-filing in the Travis County District Courts will be limited to selected document types as the vehicle to evaluate processes. Selected law firms will be recruited to participate; however, any attorney may e-file any selected documents in civil cases in the Travis County District Courts.

3. Document types. To regulate the number of e-filings for Phase I, only selected documents will be available for e-filing. Filers will not be able to e-file documents not listed. The documents options will be:

AFFIDAVIT	$0.00
COUNTERCLAIM	$35.00
MOTION TO SUBSTITUTE AND OR WITHDRAW COUNSEL	$0.00
NOTICE OF HEARING OR SETTING	$0.00
ORIGINAL ANSWER	$0.00
PETITION OR APPLICATION: ACCOUNTS, CONTRACTS, NOTES	$185.00
PETITION OR APPLICATION: INJURY/DAMAGE OTHER	$185.00
PETITION OR APPLICATION: INJURY/DAMAGE WITH VEHICLE	$185.00
PETITION OR APPLICATION: OTHER GENERAL LITIGATION	$185.00
PETITION OR APPLICATION: TAX CASE/ATTORNEY GENERAL	$0.00
PETITION OR APPLICATION: WORKERS COMPENSATION	$185.00
AMENDED PETITION	$0.00
RESPONSE TO MOTION/PLEADING	$0.00
RULE 11 AGREEMENT	$0.00
RULE 203 CERTIFICATE	$0.00
MOTION FOR SUMMARY JUDGMENT	$0.00
RESPONSE TO MOTION FOR SUMMARY JUDGMENT	$0.00

4. Participating attorneys. The District Clerk will recruit filers from the following firms to participate in the Phase I evaluation. Other attorneys may e-file if they so choose, and their filings will be processed by the clerk.

- Akin, Almanza
- Akin, Gump, Strauss, Hauer & Feld
- Ausley, Algert & Robertson
- Bankston & Richardson
- Bracewell & Giuliani LLP
- Bradford, LLP
- Brin and Brin, P.C.
- Brown McCarroll, LLP
- Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel
- Bishop, London
- Byrd, Davis, Eisenberg, Walter & Furman
- Clark, Thomas & Winters
- Cooley Manion Jones (Ft. Worth)
- Davis & Davis
- Davis & Wilkerson
- Michael Deitch & Associates
- Ewbank & Byrom
- Fulbright & Jaworski
- George & Brothers
- Germer Gertz Beaman & Brown
- Graves, Doughterty, Hearon & Moody
- Gray & Becker
- Hazen & Terrill, P.C.
- Hughes & Luce
- Jackson Walker
- Jenkins & Gilchrist
- Locke, Liddell & Sapp
- McGinnis, Lochridge & Kilgore
- Minter, Joseph & Thornhill
- Minton, Burton, Foster & Collins
- Ray, Wood & Bonilla
- Scott, Douglas & McConnico
- Shields & Rusk
- Sneed, Vine & Perry
- Strasburger & Price, LLP
- Taylor & Dunham, LLP
- Thornton, Summers, Biechlin, Dunham & Brown
- Vinson & Elkins, LLP
- Whitehurst, Harkness, Ozmun & Archuleta
- Winstead Sechrest & Minick

5. Process.

a. The Phase I evaluation will use the same system processes that are intended for use during the later full-production phase. The District Clerk will modify and improve internal processes as necessary based on the Phase I findings. Recommended improvements to the TexasOnline e-filing system will be documented as future requirements.

b. The filing attorney will begin the process workflow by logging on to the service provider, entering the required docketing information, and submitting the document. The attorney may also electronically serve copies of the document to opposing counsel concurrently.

c. The service provider will send the document (converted to pdf format) and metadata (in XML format) to the TexasOnline electronic filing manager (EFM).

d. The EFM will deliver the filing to the clerk's inbox for review.

e. The clerk will review the filing to ensure it is properly filed and will accept it.

f. Upon the clerk's acceptance of the filing, the EFM will send a zipped file to the clerk's designated file server. The zipped file will contain the filed document in pdf format and the filing metadata in XML format.

g. The clerk's document management system (DMS), Vista, will pull the zipped file from the file server. Vista will store the filed document in pdf form and index it using selected data from the filing's XML document.

h. The EFM will process payment for the accepted filing, including the county's $2.00 convenience fee and the TexasOnline transaction fee. Payment of filing fees and the county convenience fee will be made to the clerk's designated bank account by the respective credit card company within four days. BearingPoint will transfer funds to the clerk's account for any failed credit card transactions not later than the 15th day of the following month.

i. The EFM will provide the clerk a filing log listing both accepted and rejected filings.

j. The EFM will provide the clerk a financial report listing the accepted filings and the dollar amount of each transaction.

k. The EFM will offer the clerk and the court the capability to send orders, notices, and settings to parties in the case who are registered as accepting electronic service. The EFM also provides an orders log to record those document transactions, as well as a service log to record the status of the document delivered to the intended party (notified, retrieved).

6. Timeline. The proposed Phase I timeline includes these events:

09/09/2005	County approves Phase I plan
09/13/2005	County submits final profile information for loading, testing, integration, and QA
09/20/2005	SLA approved by commissioners, signed by county judge, submitted to BearingPoint
10/10/2005	BearingPoint, Vista, and County test interface
10/24/2005	BearingPoint and service providers train County and selected law firms
11/07/2005	County submits fees certification letter to BearingPoint for convenience fee
11/21/2005	Phase I begins
12/01/2005	In-process review of metrics; implement and/or document needed improvements
12/08/2005	In-process review of metrics; implement and/or document needed improvements
12/15/2005	In-process review of metrics; implement and/or document needed improvements
12/22/2005	In-process review of metrics; implement and/or document needed improvements
12/29/2005	In-process review of metrics; implement and/or document needed improvements
01/05/2005	In-process review of metrics; Phase II production decision
01/16/2006	Phase II production target date

PROPOSED PHASE I TIMELINE
Revised December 2, 2005

09/09/2005	County approves Phase I plan
12/13/2005	County submits final profile information for loading, testing, integration, and QA
12/13/2005	SLA approved by commissioners, signed by county judge, submitted to BearingPoint
12/20/2005 through 12/22/2005	BearingPoint, Vista, and County test interface
1/6/2006 through 1/30/2006	BearingPoint and service providers train County and selected law firms
1/16/2006	County submits fees certification letter to BearingPoint for convenience fee
1/30/2006	Phase I begins
2/9/2006	In-process review of metrics; implement and/or document needed improvements
2/16/2006	In-process review of metrics; implement and/or document needed improvements
2/23/2006	In-process review of metrics; implement and/or document needed improvements
3/2/2006	In-process review of metrics; implement and/or document needed improvements
3/9/2006	In-process review of metrics; implement and/or document needed improvements
3/16/2006	In-process review of metrics; Phase II production decision
3/27/2006	Phase II production target date

7. Metrics.

a. Phase I will run until 400 filings have been submitted, a statistically significant sample size from a large population at the 95% confidence level and .5% confidence interval. (Sampling 400 cases from a large population will allow us to make the correct inference 95 times out of 100, within a range of error of +/- 5%.)

b. The measure of effectiveness (MOE) for the internal process will compare the number of filings successfully stored and indexed in the document management system to the number of filings submitted by attorneys. Success of the internal processes will be defined as an MOE of at least 0.99 (99% success rate), where

MOE_i = Number of files in DMS / Number of files submitted by attorneys

c. The measure of effectiveness (MOE) for the electronic filing system will compare the number of filings successfully delivered to the clerk (as measured in the clerk's inbox and filing log) to the number of filings submitted by attorneys. Success of the electronic filing system will be defined as an MOE of 1.00 (100% success rate), where

MOE_e = Number of files in clerk's inbox and filing log / Number of files submitted by attorneys

d. The measure of relative efficiency (MRE) for e-filing handling processes will compare the average times and costs for the clerk to process 400 electronic filings to the average times and costs for the clerk to process 400 paper filings. Each sample transaction will be include the elapsed time from delivery of the filing to the clerk (as measured by the "acknowledgement open" status for e-filing and the time of delivery to the front counter for paper filings) to the time the document is accepted and stored as an indexed image in the Vista document system. To the extent possible, costs of each transaction will be included. The measure of relative efficiency for e-filing will be defined as an MRE of less than 1.00, where

MRE_{time} = Average time to process e-filing transactions / Average time to process paper transactions

MRE_{cost} = Average cost to process e-filing transactions / Average cost to process paper transactions

8. Potential Risks.

    a. The service level agreement must be approved by Commissioners before the Phase I evaluation can begin.

    b. The Auditor must submit, and the Commissioners must approve, the convenience fee certification before the County can assess a cost recovery fee.

    c. Attorneys may be slow to adopt e-filing and e-service.

9. Recommendations.

    a. The Executive Committee approve the Phase I plan for immediate implementation.

    b. The Executive Committee forward the service level agreement to Commissioners for approval.

    c. The Executive Committee coordinate with the Auditor on submission and approval of the convenience fee certification letter.

    d. Judges order electronic filing in selected cases as needed to support the Phase I evaluation.

Respectfully Submitted:

Amalia Rodriguez-Mendoza
District Clerk, Travis County 8/29/05

Michael C. Griffith 29AUG2005
Senior Manager, BearingPoint, Inc.

Approved by District Judges:

John k. Dietz
Local Administrative Judge
Travis County District Courts

CHIEF FINANCIAL OFFICER CERTIFICATION OF COSTS RELATED TO TEXASONLINE

This certification is given to the TexasOnline Authority to support actual costs in the amount of $2.00 incurred by Travis County Texas in using TexasOnline for implementing the eFiling interface with TexasOnline. Approval is requested to recover actual costs on a monthly basis until such costs are fully recovered in the amount of $203,329 (See Attachment A for details.). The following certifications are given under oath to provide information to enable the TexasOnline Authority to consider approving the recovery of these costs by Travis County Texas pursuant to Texas Government Code, Sections 2054.111(e) and 2054.1115(b):

1. The fees are necessary to recover actual costs directly and reasonably incurred by Travis County Texas for (1) the use of electronic payment methods; (2) hardware and software cost, and interfacing with technology systems from Tiburon Inc., Case Management System, and VistaSG Inc., Document Management System, which directly relate to using TexasOnline.

2. The fees do not include any amount to recover employee costs of Travis County Texas.

3. The standard approval process for fee increases was followed by Travis County Texas in approving the amount of the fees for which recovery approval is being sought from the TexasOnline Authority. Start up cost related to the project was reviewed by the Travis County Auditor's Office and determined to apply to the cost recovery guidelines established by TexasOnline. The cost recovery justification requesting the $2.00 fee was presented to the Travis County Commissioners Court for Approval.

4. The fees for which cost recovery approval are sought from the TexasOnline Authority are reasonable, directly incurred because of the application/project being placed on TexasOnline and necessary to recover, but not exceed, actual costs.

5. The undersigned is authorized to submit this certification on behalf of Travis County Texas.

The Clerks' Offices are solely responsible for tracking the collection of this $2.00 fee. They are also responsible for determining when the $203,329 of recoverable costs have been recouped using this fee. When these costs have been recouped in full, the Clerks' are responsible for immediately ceasing the collection of this fee. If the Clerks erroneously collect this fee after reimbursable costs have been fully recovered, they will be solely responsible for refunding the $2.00 fee to the applicable parties in a timely manner.

Susan Spataro, County Auditor
Chief Financial Officer, Travis County Texas

11/30/05
Date

Attachment A

Description	Contract Amount	Est. % of Costs Directly Related to eFiling	Computed Total Costs Recoverable
Servers, SAN, & Database	$118,748	25.00%	$29,687
Scanners & Bar Code Printers	$34,828	0.00%	$0
VisiFLOW Software	$68,125	25.00%	$17,031
VisiFLOW Workflow Software	$40,000	25.00%	$10,000
21 inch monitors	$23,040	0.00%	$0
General Civil - BPA, Training, & Go Live	$18,000	25.00%	$4,500
Government - BPA, Training , & Go Live	$18,000	25.00%	$4,500
Family- BPA, Training , & Go Live	$18,000	25.00%	$4,500
Civil- BPA, Training , & Go Live	$18,000	25.00%	$4,500
Probate - BPA, Training , & Go Live	$18,000	25.00%	$4,500
Additional Scanners for District & County Clerks	$35,818	0.00%	$0
Professional Services:			
Cause Number Conversion	$6,000	0.00%	$0
Conversion of Probate Data & Images	$2,000	0.00%	$0
Maintenance Software:			
DMS VisiFLOW Software	$18,000	0.00%	$0
VisiFLOW Workflow Software	$8,500	0.00%	$0
SQL Server Database	$1,500	0.00%	$0
Modules Purchased in the Contract:			
Judge Viewer - E-Bench	$25,000	0.00%	$0
Tiburon Interface	$20,000	0.00%	$0
Internet Viewing Option	$25,000	0.00%	$0
New Modules Planned on Being Purchased			
Minutes (Book and Page) Module - Julian Date	$10,000	0.00%	$0
Modifications for District Clerk Data Entry	$1,320	0.00%	$0
Exigen Publisher Module	$4,950	0.00%	$0
Judge's Notes Module	$6,000	0.00%	$0
Additional Security for Judges Nodes	$5,500	0.00%	$0
eFile Lite for District Clerk	$6,900	100.00%	$6,900
Appeals Processing	$10,000	0.00%	$0
VistaSG TOTALS	**$561,229**		**$86,118**
Additional Travis County Hardware Cost			
PC's for Scanners	$7,975	0.00%	$0
Public Access PC's and Printers for District Clerk	$5,130	0.00%	$0
Total Additional Hardware Costs	**$13,105**		**$0**
Travis County &Tiburon Cost for Interface to TOL			
eFiling Hardware for connection to TOL	$21,211	100.00%	$21,211
Tiburon Interface with TOL	$96,000	100.00%	$96,000
Total Costs Hardware, Tiburon, & TOL	**$117,211**		**$117,211**
GRAND TOTALS	**$691,545**		**$203,329**

Note to the County Auditor concerning the 25% calculation used for hardware, software and etc. cost for eFiling provided by ITS: The 25% use of hardware, software, storage, program development, BPA, training, etc. used to calculate cost recovery for eFiling is based on estimates arrived at during discussion with BearingPoint/TexasOnline and on the District Clerk's Office experience with the adoption rate for the IJURY application. Since eFiling has not been implemented, there are no hard numbers to calculate the actual percentage of use for eFiling at this time. The county has the opportunity to change this estimated percentage or go from a cost recovery to a cost re-occurring model by completing a new CFO letter with modified numbers and/or percentages and resubmit to TexasOnline. When information becomes available through use of the eFiling application the county may decide to resubmit a new CFO letter with adjusted numbers or adoption of a new model.

Worksheet to Assist in Determining Recovery Cost for Justification of $2.00 eFiling Fee

Description	Contract Amount	Forecasted Maximum Percentage Directly Related to eFiling a Document	Forecasted Grand Total for Cost Recovery of eFiling documents		3% cost RECOVERY Directly related to eFiling a Document year 1	5% cost RECOVERY Directly related to eFiling a Document year 2	7% cost RECOVERY Directly related to eFiling a Document year 3	10% cost RECOVERY Directly related to eFiling a Document year 4
Servers, SAN, & Database	$118,748	25.00%	$29,687.00		$3,562.44	$5,937.40	$8,312.36	$11,874.80
Scanners & Bar Code Printers	$34,828	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
VisiFLOW Software	$68,125	25.00%	$17,031.25		$2,043.75	$3,406.25	$4,768.75	$6,812.50
VisiFLOW Workflow Software	$40,000	25.00%	$10,000.00		$1,200.00	$2,000.00	$2,800.00	$4,000.00
21 inch monitors	$23,040	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
General Civil - BPA, Training, & Go Live	$18,000	25.00%	$4,500.00		$540.00	$900.00	$1,260.00	$1,800.00
Government - BPA, Training , & Go Live	$18,000	25.00%	$4,500.00		$540.00	$900.00	$1,260.00	$1,800.00
Family- BPA, Training , & Go Live	$18,000	25.00%	$4,500.00		$540.00	$900.00	$1,260.00	$1,800.00
Civil- BPA, Training , & Go Live	$18,000	25.00%	$4,500.00		$540.00	$900.00	$1,260.00	$1,800.00
Probate - BPA, Training , & Go Live	$18,000	25.00%	$4,500.00		$540.00	$900.00	$1,260.00	$1,800.00
Additional Scanners for District & County Clerks	$35,818	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
Professional Services:								
Cause Number Conversion	$6,000	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
Conversion of Probate Data & Images	$2,000	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
Maintenance Software:								
DMS VisiFLOW Software	$18,000	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
VisiFLOW Workflow Software	$8,500	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
SQL Server Database	$1,500	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
Modules Purchased in the Contract:								
Judge Viewer - E-Bench	$25,000	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
Tiburon Interface	$20,000	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
Internet Viewing Option	$25,000	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
New Modules Planned on Being Purchased								
Minutes (Book and Page) Module - Julian Date	$10,000	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
Modifications for District Clerk Data Entry	$1,320	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
Exigen Publisher Module	$4,950	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
Judge's Notes Module	$6,000	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
Additional Security for Judges Noes	$5,500	0.00%	$0.00	#	$0.00	$0.00	$0.00	$0.00
eFile Lite for District Clerk	$6,900	100.00%	$6,900.00		$6,900.00	$0.00	$0.00	$0.00
Appeals Processing	$10,000	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
VistaSG TOTALS	**$561,229**		**$86,118.25**					
Additional Travis County Hardware Cost								
PC's for Scanners	$7,975	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
Public Access PC's and Printers for District Clerk	$5,130	0.00%	$0.00		$0.00	$0.00	$0.00	$0.00
Total Additional Hardware Costs	**$13,105**		**$0.00**					
Travis County &Tiburon Cost for Interface to TOL								
eFiling Hardware for connection to TOL	$21,212	100.00%	$21,210.81		$21,212.00	$0.00	$0.00	$0.00
Tiburon Interface with TOL	$96,000	100.00%	$96,000.00		$96,000.00	$0.00	$0.00	$0.00
Total Costs Hardware, Tiburon, & TOL	**$117,212**		**$117,210.81**		**$133,618.19**	**$15,843.65**	**$22,181.11**	**$31,687.30**
GRAND TOTALS	**$691,546**		**$203,329.06**					
H T E Project Code - Initial Cost			EFILO3					

Worksheet to Assist in Determining Recovery Cost for Justification of $2.00 eFiling Fee

Note to the County Auditor concerning the 25% calculation used for hardware, software and etc cost for eFiling:

The 25% use of hardware, software, storage, program development, BPA ,training, and etc used to calculate cost recovery for eFiling use Is based on estimates arrived at during discussion with BearingPoint/TexasOnline, and the District Clerk's Office experience with the adoption rate for the IJURY application. Since eFiling has not been implemented there are no hard numbers to calculate the actual percentage of use for eFiling at this time. The county has the opportunity to change this estimated percentage or go from a cost recovery to a cost re-occurring model by completing a new CFO letter with modified numbers and/or percentages and resubmit to TexasOnline. When information becomes available through use of the eFiling application the county may decide to resubmit a new CFO letter with adjusted numbers or adoption of a new model.

Estimated Revenue Generated by $2.00 fee by Clerk's Office

District Clerk Estimated Revenue @ $2.00 Fee

YEAR	1	2	3	4
Cases per year based on 2004 numbers	13,200	13,200	13,200	13,200
Average Filings per Case	18.4	18.4	18.4	18.4
Filings per year	242,880	242,880	242,880	242,880
Adoption Rate	3%	5%	7%	10%
Estimated eFilings Per Year	7,286	12,144	17,002	24,288
Estimated Revenue	**$14,572.80**	**$24,288.00**	**$34,003.20**	**$48,576.00**

County Clerk Estimated Revenue @ $2.00 Fee

YEAR	1	2	3	4
Cases per year based on 2004 numbers	23,052	25,403	27,994	30,850
Average Filings per Case	10	10	10	10
Filings per year	230,520	254,030	279,940	308,500
Adoption Rate	3%	5%	7%	10%
Estimated eFilings Per Year	6,916	12,702	19,596	30,850
Estimated Revenue	**$13,831.20**	**$25,403.00**	**$39,191.60**	**$61,700.00**

Comparison by Year - Estimated Cost to Estimated Revenue Generated by $2.00 Fee

Total Cost Directly Related to eFiled Documents	$133,618.19	$15,843.65	$22,181.11	$31,687.30
Total Estimated Revenue Generated @$2.00	$28,404.00	$49,691.00	$73,194.80	$110,276.00
Estimated Variance by year	**$105,214.19**	**-$33,847.35**	**-$51,013.69**	**-$78,588.70**

Comparison (4) Four Year Total - Estimated Cost to Estimated Revenue Generated by $2.00 Fee

Grand total Cost Directly related to eFiled Document	**$203,330.25**
Grand total Est. Revenue Generated @ $2.00	**$261,565.80**
Estimated Variance at the completion of year 4	**-$58,235.55**

Based on this model we would need to submit a new CFO letter to change from the Cost Recovery start up Model to a Cost Re-Occurring Model In the 2nd Quarter of Year 4

MODIFICATION OF CONTRA NUMBER: SL030126LC SLA/Epay At ment w/ Texas Online/BearingPoint (Countywide) **PAGE 1 OF 2 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **May 25, 2006**
ISSUED TO: **BearingPoint, Inc.** **111 Congress Ave., Suite 1100** **Austin, Texas 78701**	MODIFICATION NO.: **4**	EXECUTED DATE OF ORIGINAL CONTRACT: June 10, 2003

ORIGINAL CONTRACT TERM DATES: June 10, 2003 – June 9, 2006 CURRENT CONTRACT TERM DATES: June 10, 2003 – December 31, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $_____ Current Modified Amount $_____.

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

A. **Department of Information Resources,** pursuant to its authority under Texas Government Code §§ 2054.051 and 2054.062, accepted competitive bids for the right to develop a self-funded Internet portal by which Texas agencies could engage in transactions (**"TexasOnline"**); and,

B. The 2001 Legislature reaffirmed the mission and scope of the TexasOnline Authority in Senate Bill 187. The Department of Information Resources has elected to extend the Master Contract with BearingPoint executed on May 5, 2000 through December 31, 2009; and,

C. The Texas Legislature enacted Senate Bill 187, effective May 26, 2001, ratifying the TexasOnline Project, and expressly including a comprehensive system facilitating a wide variety of transactions and services among Texas state agencies, local governments, licensed persons, businesses and members of the public for the Internet, Intranet and Extranet; and,

D. BearingPoint and County entered into a Service Level Agreement dated June 10, 2003, pursuant to which County engaged BearingPoint to provide an Over-the-Counter electronic payment method, and an application to allow for the electronic filing of civil court documents; and,

E. The initial term of the Service Level Agreement ends at various times based on the date of each project, pursuant to Section 10 of the Service Level Agreement; and,

F. The County requests that BearingPoint extend the term of the Service Level Agreement through December 31, 2009.

Note to Vendor:

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

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

LEGAL ~~BUSINESS~~ NAME: Bearing Point, Inc BY: Ryan M. Coates SIGNATURE BY: Ryan Coates PRINT NAME TITLE: Managing Director ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE: 06/09/06
TRAVIS COUNTY, TEXAS BY: Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 6/9/06
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and BearingPoint agree as follows:

1. **General Terms.** Section 10 of the Service Level Agreement is deleted and the following is inserted in its place

   This Agreement is effective upon execution by representatives of BearingPoint and the County and expires on December 31, 2009. Each Attachment to this Agreement is effective upon execution of the amendment of this Agreement that incorporates the Attachment into this Agreement by representatives of BearingPoint and the County. The term applicable to each Attachment that forms part of this Agreement expires on December 31, 2009. At the end of the term of this Agreement and any Attachment, County and BearingPoint may renew the term for that Attachment for any additional term agreeable to both parties. If either County or BearingPoint does not intend to renew the Agreement for a particular Attachment, that party shall provide the other party with ninety days written notice of its intention not to renew and specify the affected Attachment. If the parties do not agree to renew the Agreement for an Application, County may acquire a perpetual license for the Application for the License Fee based on the amounts stated in the Attachment describing that Application. The perpetual license is for the Application only and County will provide its own operating environment to run the Application. BearingPoint is not responsible for providing the operating environment.

   BearingPoint agrees and acknowledges that BearingPoint shall comply with the specifications, requirements and standards related to the development of Software and provision of services stated in the Master Agreement to the extent that these are applicable to the Applications. County agrees and acknowledges that the following terms of the Master Agreement are incorporated into this Agreement:

   Section XXIII (k) force majeure,
   Section XIV confidentiality, and
   Section XXI limitation of damages.

   County shall be bound by the responsibilities of any governmental entity within the State of Texas with regard to these terms.

2. **Unrecovered Costs.** Travis County shall pay the unrecovered costs associated with BearingPoint providing service to it through TexasOnline as provided in Attachments A, B, and C to the Service Level Agreement describing that service application if Travis County terminates the service level agreement for convenience or lack of funding before those costs are fully recovered.

MODIFICATION OF CONTRACT NUMBER: SL030126LC SLA/Epay Attachm w/ Texas Online/BearingPoint (Countywide) **PAGE 1 OF 5 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Lori Clyde** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **May 27, 2008**
ISSUED TO: **BearingPoint, Inc.** **111 Congress Ave., Suite 1100** **Austin, Texas 78701**	MODIFICATION NO.: **5**	EXECUTED DATE OF ORIGINAL CONTRACT: June 10, 2003

ORIGINAL CONTRACT TERM DATES: **June 10, 2003 – June 9, 2006** CURRENT CONTRACT TERM DATES: **June 10, 2003 – December 31, 2009**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $_____ Current Modified Amount $_____.

DESCRIPTION OF CHANGES: RECITALS

County and BearingPoint entered into a Service Level Agreement for participation in Texas Online on June 10, 2003 ("Agreement"). The Agreement provides for amendments to add additional applications. This is the fifth amendment. County has added an application to allow for the electronic filing documents in cases before the district and county courts. County wants to implement the County Clerk portion of that application and BearingPoint has agreed.

AGREEMENT

The parties agree to change the terms and conditions stated in Modification No. 3 to this Agreement as follows:

1.0 Pursuant to 2.1 of Attachment C, the County Clerk is presenting this amendment to the Service Level Agreement with a Certification of Costs related to Texas Online and Commissioners Court for approval and as registration with the EFM.

2.0 The Attachment lettered C and named Texas Electronic Framework Travis County e-Filing Attachment C to Service Level Agreement is amended as follows:

2.1 Paragraph 2.51 is inserted between the end of 2.5 and the beginning of 2.6:

2.51 All tasks described in Exhibit 1 or listed in Exhibit 2 or both shall be completed no later than August 8, 2008 and BearingPoint shall implement a fully functional project for the County Clerk.

2.2 Pursuant to 2.19, initially BearingPoint shall implement an EFM for the County Clerk using the Export features. The County Clerk may change the selected feature upon coordination with BearingPoint. Initially the County Clerk selects the FTP communications protocol. The County Clerk may change the selected communications protocol upon coordination with Bearing Point.

2.3 Paragraph 2.26 is deleted and the following paragraph is inserted in its place:

2.26 Implementation by County Clerk

This project is being implemented by and for the County Clerks by this Modification No. 5.

3.0 The exhibits attached to this Modification No. 5 and listed below are made part of this Agreement and Texas Electronic Framework Travis County e-Filing Attachment C to Service Level Agreement.

3.1 Exhibit 1, Three pages entitled County Clerk E-Filing Process

3.2 Exhibit 2, Untitled single page with columns listing Task Name, Duration, Start, Finish, Predecessors and Resource Names.

4.0 County and BearingPoint hereby incorporate the Agreement into this amendment. Except for the changes made in this Amendment No. 5, County and BearingPoint hereby ratify all of the terms and conditions of the Agreement. This amendment is effective on the date on which it is approved by the Travis County Commissioners Court.

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: BearingPoint, Inc. BY: _____ SIGNATURE BY: Gary M. Licco PRINT NAME TITLE: Vice President ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 6/2/08
TRAVIS COUNTY, TEXAS BY: Samuel T. Biscoe SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: 6-10-08

EXHIBIT 1

COUNTY CLERK E-FILING PROCESS

1. **Filing process:**
    a. The filings are processed first by filer's selected **EFSP** (electronic filing service provider) who routes them to Texas Online (TOL). TOL performs certain checks to ensure the filing meets their standards and then routes them to the Travis County Clerk-Civil Division.
    b. The filings go into a queue for the e-Filing clerk to process. The e-Filing clerk will review the file and documents, make necessary fee changes, and verify the payment amount. The clerk will either accept or reject the filing.
    c. Verification of the correct jurisdiction will be made prior to acceptance of filings.
    d. If the filing is rejected due to an unmet application rule, the clerk must enter information in the comment field and return the rejection to the filer.
    e. If accepted, Clerk determines which filing fees should be receipted based upon information supplied by Texas Online (TOL). The fees to be receipted include the Clerk's e-Filing fee; the appropriate filing fee based upon the type of filing (will not apply to all filings); any issuance, copy (TCOP: $ varies by # of pages) and service fee based upon the attorney's instructions. A receipt is generated for the Filer.
    f. Accepting a filing will cause the filer's credit card to be debited. A confirmation is generated and returned to the EFSP. Filings received after business day at 5pm or weekend will be processed on the next business day.

2. **Initial reconciliation process:**
    a. The start of the next business day, a reconciliation will be performed to ensure the number of filings equal the number of transactions on the Closeout Report. The e-File staff will import the Closeout Report (provided by Bearing Point) into Excel for the previous day's transactions. The Close out Report contains detailed information on the prior day's activity. As a receipt is matched to the Closeout Report, the receipt number is entered next to that listed transaction. The TOL Payment Exception Report will also be generated to reconcile accepted filings with failed payments.
    b. A month-to-date Exception report will be ran daily by the Accounting Division staff to monitor for unpaid filings. Bearing Point guarantees that we will receive funds for any unpaid filings, and they will submit funds on these unpaid items by the 10th day of the next month after the filing. We will reconcile the month=to-date exception report against this payment from Bearing Point to verify that we received all unpaid filing from each month. All un-reconciled items will be followed up on with Bearing Point.
    c. If there is a receipt issued for which there is no listing on the TOL Daily, e-File clerk will verify within the County Clerk's Document Management System (DMS) the existence of that filing. If the e-Filing exists, the clerk will resolve the discrepancy between the receipt and the TOL Daily. If there is a listing on the TOL Daily for

which there is no remote receipt, the e-File clerk will verify the existence of that e-Filing against the Payment Exception Report.

3. **e-File Clerk Daily Reconciliation Process:**
   a. On the day of the filing, the e-File clerk will manually enter the information into FACTS or MAPPER to process and confirm fee amounts.
   b. The transaction is entered into FACTS and the payment receipted to a register designated as the TOL remote receipt register. A receivable will automatically be reflected on the general ledger for the amount of the receipt.
   c. The trace number will be entered into FACTS programs as it will be used for the accounting reconciliation process and as a cross reference between both systems. The MAPPER program will be reconciled by the cause number due to program restraints.
   d. Daily reports from MAPPER and FACTS will be printed to review for accuracy and completeness before the close of the business day.
   e. Copies of the TOL reports and the MAPPER and FACTS programs will be submitted to the Accounting Division for review and verification of deposits received.
   f. New cases require a cause number and court assignment before a filing can be accepted.

4. **Accounting Reconciliation process:**
   a. The e-File clerk will provide copies of the reconciled TOL Daily and Daily Close-Out Reports by the next business day to the accountant responsible for reconciling the TOL payments to the bank account.
   b. Accountant will verify the existence and accuracy of the transfer of data and payment into the MAPPER or FACTS programs by reconciling the daily transaction reports in those programs against the reports provided by the e-File Clerk Supervisor. Due to program limitations, the cross reference will be by Trace Number ID supplied by TOL on the Closeout Report.
   c. Accountant will reconcile the bank account credit card deposits to the e-File Closeout reports on the 3rd business day for timeliness and completeness. All discrepancies will be communicated with the e-File clerk Supervisor for resolution and research. Discrepancies will be compiled on an excel list with noted process and final clearance.
   d. All failed payments will be monitored to ensure proper payment by Bearing Point by the 10th day following the close of the month. Upon receipt of money from Bearing Point, e-Filing clerks will be requested to enter the information into the proper program for Treasury transfer to be completed and accurate.
   e. Charge-backs will be controlled and submitted to the bank by the Accounting Department upon request from e-Filing supervisor. A request for reimbursement must be submitted with proper documentation and proper authorizing signature. Refunds will be processed using the ePay Customer website. The original transaction will be located and a partial or full refund will be made according to the reimbursement request received.

f. All chargebacks will be netted against new deposits from Bearing Point. A reconciliation will be performed and crossed reference in the daily reports when necessary.

5. **Revenue transfer process**:
   a. Payments processed through TexasOnline are directed to the appropriate bank account. Payments pending by month end will be noted as a deposit in transit on our month end bank reconciliation. Failed transactions will be recorded as a receivable at month end.
   b. When the deposit is received by the Clerk's Office, the Clerk will then transfer the related remote receipts in FACTS. This will post a decrease to the receivable balance and an increase to cash on the general ledger. These transactions will then be picked up by the feebook and can therefore be disbursed from the fee account to the Treasurer.

6. **Reporting process**:
   a. By use of the remote receipting process, any fees collected through TOL will be included in the standard reports produced by FACTS on a monthly basis. In addition, at the end of each fiscal year quarter, the County Clerk will send to the Auditor a listing of all the filing fees derived from the TOL site, including type of fee, amount, and date range the fee is in effect.
   b. A $2.00 cost recovery fee has been approved by the Commissioner's Court to cover the cost of implementation of the eFiling interface with Texas Online. The County estimated $203,329 of implementation costs which included the hardware, software and technology systems. The County does have the option of switching from a cost recovery to a cost re-occurring model by completing a new CFO letter. The cost recovery is shared between the Travis County Department of the District Clerk and County Clerk. The Departments will combine their reconciliation process to ensure that the fees collected do not exceed the costs. On an annual basis the County Clerk will supply to the District Clerk the number causes filed, the number of e-filing causes. When the fees collected for the cost recovery 65% recovered, the County Clerk will submit to the District Clerk the information on a monthly basis. At the time of full recovery and no other implementation costs have occurred or the switch has been approved, the County Clerk's office will terminate the fee.

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	**Standard local rules**	**1 day**	**Tue 4/18/06**	**Tue 4/18/06**		
2	Rules approved by Supreme Court	1 day	Tue 4/18/06	Tue 4/18/06		Supreme Court
3	**SLA Amendment**	**4 days**	**Tue 6/10/08**	**Fri 6/13/08**		
4	Approved by Travis Commissioner's	1 day	Tue 6/10/08	Tue 6/10/08		Travis
5	Submitted to BearingPoint	3 days	Wed 6/11/08	Fri 6/13/08	4	Travis
6	**Jurisdiction Profile**	**16 days**	**Mon 6/16/08**	**Mon 7/7/08**		
7	BearingPoint creates Civil/Probate test systems	5 days	Mon 6/16/08	Fri 6/20/08	5	BearingPoint
8	Travis UAT test systems	5 days	Mon 6/23/08	Fri 6/27/08	7	Travis
9	Resolve Issues	5 days	Mon 6/30/08	Fri 7/4/08	8	BearingPoint,Travis
10	Travis approves test version	1 day	Mon 7/7/08	Mon 7/7/08	9	Travis
11	**Electronic filing bank account**	**2 days**	**Mon 6/16/08**	**Tue 6/17/08**		
12	Verify banking information	2 days	Mon 6/16/08	Tue 6/17/08	5	BearingPoint
13	**Training**	**1 day**	**Tue 7/8/08**	**Tue 7/8/08**		
14	BearingPoint provides training to County Staff	1 day	Tue 7/8/08	Tue 7/8/08	10	BearingPoint
15	**CMS/DMS interface**	**34 days**	**Mon 6/16/08**	**Thu 7/31/08**		
16	BearingPoint establish connectivity with Travis County	14 days	Mon 6/16/08	Thu 7/3/08	5	BearingPoint,Travis
17	Vista completes installation of test interface	14 days	Mon 6/16/08	Thu 7/3/08	5	Vista
18	BearingPoint, Vista, and County test interface	14 days	Fri 7/4/08	Wed 7/23/08	17	BearingPoint,Travis,Vi
19	Resolve Issues	5 days	Thu 7/24/08	Wed 7/30/08	18	BearingPoint,Travis,Vi
20	Vista approves move to production mode	1 day	Thu 7/31/08	Thu 7/31/08	19	Vista
21	**Production**	**6 days**	**Fri 8/1/08**	**Fri 8/8/08**		
22	County approves move to production	1 day	Fri 8/1/08	Fri 8/1/08	20	Travis
23	Vista completes installation of prod interface	5 days	Mon 8/4/08	Fri 8/8/08	22	Vista
24	BearingPoint move to production	0 days	Fri 8/8/08	Fri 8/8/08	23	BearingPoint
25	Travis County Go-live	0 days	Fri 8/8/08	Fri 8/8/08	24	Travis

7

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

Approved by: M. Biel 12-18-09

Voting Session: Tuesday, December 29, 2009
REQUESTED ACTION: APPROVE TWELVE MONTH EXTENSION (MODIFICATION NO. 4) TO INTERLOCAL AGREEMENT NO. IL070171RE, WITH AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION, FOR MENTAL HEALTH SERVICES. (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 statutes.

Through this interlocal agreement, Austin Travis County Mental Health Mental Retardation (ATCMHMR) serves as the lead in assessment, planning, and evaluation functions relative to mental health, mental retardation, and substance abuse services in support of the Community Action Network process. ATCMHMR is also responsible for the provision of certain mental health and mental retardation services, either as direct provider or through subcontracts with other providers.

Modification no. 4 renews the agreement for an additional twelve month period from January 1, 2010 through December 31, 2010. Contract funds are not to exceed $1,411,054 for this renewal period.

Modification no. 3 renewed the agreement for an additional twelve month period from January 1, 2009 through December 31, 2009. Contract funds were not to exceed $1,411,054 for this renewal period.

Modification no. 2 renewed the agreement for an additional twelve month period from January 1, 2008 through December 31, 2008. Contract funds were not to exceed $1,411,054 for this renewal period.

Modification no. 1 added $400,000 to fund the Mobile Crisis Outreach Team (MCOT) during the FY'07 budget and increased the contract amount from $1,011,054 to $1,411,054

- **Contract Expenditures:** Within the last 12 months $1,411,054.00 has been spent against this contract.

Contract-Related Information:

Award Amount: $1,011,054.00
Contract Type: Professional Services
Contract Period: January 1, 2007 - December 31, 2007

- **Contract Modification Information:**

Modification Amount: $1,411,054.00
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.: 489064
☒ Funding Account(s): 00158916116291
☐ Comments:

- **Statutory Verification of Funding:**

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

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 15, 2009
TO: Members of the Commissioners Court
FROM: Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: Austin Travis County Mental Health and Mental Retardation Center interlocal agreement

Proposed Motion:
Consider and take appropriate action to approve renewing the interlocal agreement with the Austin Travis County Mental Health and Mental Retardation Center (doing business as Austin Travis County Integral Care) for general mental health and mental retardation services for calendar year 2010.

Summary and Staff Recommendations:
Under this Interlocal (sometimes referred to as the Main or Grand interlocal), Austin Travis County Integral Care (ATCIC) is required to serve as the lead in assessment, planning, and evaluation functions relative to mental health, mental retardation, and substance abuse services in support of the Community Action Network process. ATCIC uses funding from the County, and the City of Austin under a separate agreement, to fulfill its obligations as the designated Mental Health and Mental Retardation Authority in Travis County. ATCIC also is responsible for the provision of certain mental health and mental retardation services, either as a direct provider or through subcontracts with other providers, for the priority populations defined by the Texas Department of State Health Services. The priority populations include adult diagnoses of schizophrenia, bi-polar disorder or clinically severe depression and children with severe and persistent

mental illness, including those with current or previous involvement in the criminal justice system.

TCHHSVS staff recommends approving this interlocal agreement.

Budgetary and Fiscal Impact:
The 2010 interlocal agreement is for $1,411,054. This agreement follows the calendar year. The contract number is IL070171RE.

Issues and Opportunities:
The agreement for calendar year 2010 includes the following programs:

Infant-Parent Program: Early childhood intervention program for children ages 0-3 with disabilities and/or developmental delays and their families.

Developmental Disabilities Service Coordination: Program providing assistance in accessing medical, social, educational, and other appropriate services and supports for individuals and families caring for persons with developmental disabilities.

Child and Family Services: Services include intensive outpatient services for youth ages 3-17 that have a diagnosis of mental illness and exhibit severe emotional or social disabilities. These services include group counseling, individual counseling, family counseling, psychiatric consultation (as needed), care coordination using the wraparound approach, information and referral services, home-based intervention and school-based intervention.

Psychiatric and Counseling Services: Psychiatric medication services for adults—includes ongoing psychiatric evaluation, medication maintenance, and medication education.

Psychiatric Emergency Services: Psychiatric screening, evaluation, crisis outreach, and short-term crisis intervention for adults—includes 24-hour emergency screening, evaluation, and crisis intervention services.

The Inn: A 16-bed crisis respite program for persons experiencing moderate to severe psychiatric crisis. This is a temporary residential program that offers a structured, supervised environment.

Safe Haven: Shelter for homeless persons with mental illness and substance abuse disorders. Provides shelter, showers, bedding, meals, nurse assessment, and linkage to medical services.

Co-occurring Psychiatric and Substance Abuse Disorders (COPSD): Program provides prevention, assessment, treatment, case management and outcome evaluation services to adults who have a diagnosis of substance use and mental illness.

Mobile Crisis Outreach Team (MCOT): MCOT will work in conjunction with ATCMHMR's Psychiatric Emergency Services and the Crisis Intervention Teams of the Austin Police Department and Travis County Sheriff's Office to provide assessments, interventions, brief follow-up and service linkage to both adults and children. MCOT will be available to respond swiftly to clients at the site of the crisis in non-clinical, community settings.

Background:
The Commissioners Court has renewed this interlocal each calendar year since 1997. It was a three-way agreement that also included the City of Austin. However, the city decided to contract separately with ATCMHMR for various services beginning 6/1/06.

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
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

MODIFICATION OF CONTRACT NUMBER: IL070171RE-Mental Health **PAGE 1 OF 44 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Rebecca Gardner** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **November 19, 2009**
ISSUED TO: Austin Travis County Mental Health Mental Retardation P.O. Box 3548 Austin, Texas 78764	MODIFICATION NO.: **4** Draft	EXECUTED DATE OF ORIGINAL CONTRACT: **January 1, 2007**

ORIGINAL CONTRACT TERM DATES: January 1, 2007-December 31, 2007 CURRENT CONTRACT TERM DATES: January 1, 2009-December 31, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $1,011,054.00 Current Modified Amount: $1,411,054.00

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. Renewal of agreement for an additional twelve month period from January 1, 2010 through December 31, 2010.
2. Funding for this renewal period shall not exceed $1,411,054.00
3. Section 4.2 is amended to add Attachment A-10 "2010 Renewal Term Work Statement and Performance Measures" and Attachment C-10 "2010 Renewal Term Program Budget" as attached to this modification as Exhibit 1.

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 performance by the Contractor in accordance with all terms of the Contract, as amended.

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

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TRAVIS COUNTY PURCHASING OFFICE

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

Approved by: _____ M. Grimes 12-18-09

Voting Session: Tuesday, December 29, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO INTERLOCAL AGREEMENT NO. IL090060VR, AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION, FOR FAMILY PRESERVATION PROGRAM IN-HOME COUNSELING SERVICES TO JUVENILE OFFENDERS. (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: 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, Austin-Travis County Mental Health Mental Retardation (MHMR), provides In -Home Counseling and other services which relate to the Family Preservation Program to juveniles on probation with the Travis County Juvenile Probation Department.

  At this time, the Purchasing Office, Juvenile Probation Department and MHMR are in the process of negotiating the FY2010 contract. It is necessary to extend the current contract in order for Travis County to continue negotiations without interruption of service.

  Modification No.3 modifies Section 2.0, Terms, Paragraph 2.1.1, Option to Extend the current contract unilaterally for an additional three (3) one (1) month periods. This contract will be extended for 30 days from December 31, 2009 through January 29, 2010. The additional two (2) month periods will be excercised if needed in case negotiations are not completed in time.

  Modification No.2 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 will be extended for 90 days from October 1, 2009 through December 30, 2009.

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Modification No. 1 modified the scope of services by deleting the ISC group requirement services item 4.0. This modification was processed administratively.

- **Contract Expenditures:** Within the last 12 months $321,066.00 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: 12/1/2008 - 9/30/2009 (auto renewal)

- **Contract Modification Information:**

Modification Amount: **ON AN AS NEEDED BASIS**
Modification Type: EXTENSION
Modification Period: 12/31/09-1/29/2010

- **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: ON AN AS NEEDED BASIS

- **Funding Information:**

☐ Purchase Requisition in H.T.E.: N/A
☒ Funding Account(s): 001-4530-593-6099
☒ Comments: ON AN 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

RECEIVED
TRAVIS COUNTY
DEC 14 AM 9:39
PURCHASING
OFFICE

TO: Cyd Grimes
Purchasing Agent

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

RE: Austin Travis County Mental In-Home Counseling & Educational Services (FPP)
(Contract IL090060VR)

DATE: December 11, 2009

Travis County Juvenile Probation Department is currently contracting with Austin Travis County Mental In-Home Counseling & Educational Services Program (FPP). Our department requests that Travis Purchasing Department extend the current contract for another thirty (30) days through January 31, 2010 to allow additional time to complete the changes to the scope of services that are being made on the existing contract.

Contract Number & Name: IL090060VR – Family Preservation Program
Account Number: 001-4530-593-6099
Service Provided: Satisfactory

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

cc: Barbara Swift
Emmitt Hayes
Sylvia Mendoza
Laura Ward
Michael Williams

MODIFICATION OF CONTRACT NUMBER: IL090060JW In-Home Counseling and Educations Services **PAGE 1 OF 1 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 9, 2009**
ISSUED TO: **Austin Travis County MHMR** **P.O. Box 3548** **Austin Texas 78764** **Attn: David Evans**	MODIFICATION NO.: **3**	EXECUTED DATE OF ORIGINAL CONTRACT: **December 1, 2008**
ORIGINAL CONTRACT TERM DATES: **12/1/08 -9/30/09**	CURRENT CONTRACT TERM DATES: **10/1/09-12/30/2009**	

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. Reference Section 2.0 "Term", Paragraph 2.2.1"Option to Extend" (as incorporated by Modification Number 2, dated September 29, 2009), will be modified to read as follows:

2.2.1 OPTION TO EXTEND: County may unilaterally extend this Contract for six (6) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"). The exercise of any option to extend under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 6.0 Amendments / Modifications of this Contract to make any changes in those terms. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.

B. Pursuant to Section 2.0, Paragraph 2.2.1 - Option to Extend, as modified above the contract is hereby extended for an additional 30 days, from December 31, 2009 through January 29, 2010.

C. Modification of paragraph 2.2.1 Option to extend, constitutes the increase of Travis County option to extend this contract from three (3) additional one (1) month period to six (6).

Note to Vendor:

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

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

LEGAL BUSINESS NAME: Austin Travis County Mental Health and Mental Retardation Center dba Austin Travis County Integral Care BY: _____ SIGNATURE BY: DAVID EVANS PRINT NAME TITLE: EXECUTIVE DIRECTOR ITS DULY AUTHORIZED AGENT	☒ DBA ☐ CORPORATION ☐ OTHER DATE: 12·17·09
TRAVIS COUNTY, TEXAS BY: _____ for CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 12·18·09
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

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

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Approved by:_____ M. Brice 12·18·09

Voting Session: September 29, 2009
REQUESTED ACTION: APPROVE MODIFICATION NO. 8 TO INTERLOCAL AGREEMENT NO. IL060341RE, WITH TRAVIS COUNTY MHMR, FOR SUBSTANCE ABUSE SERVICES. (HHS & VS)

Points of Contact:

Purchasing: Rebecca Gardner, Vania Ramaekers
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, Jose Palacios
Other:

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COUNTY JUDGE'S OFFICE
09 DEC 21 PM 2:

- **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 agreement between Travis County, the City of Austin and Austin Travis County Mental Health and Mental Retardation (ATCMHMR) is for the provision of substance abuse treatment services. Under the agreement, ATCMHMR manages a network, which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services as part of the treatment process.

Modification number 8 renews the agreement for an additional nine month period from January 1, 2010 through September 30, 2010. The nine month renew is being processed in order to change the contract terms from calendar year to Travis County fiscal year.

Modification number 7 increased county funding from $817,914 to $975,854, an increase of $157,940.

Modification number 6 renewed the agreement for an additional twelve month period from January 1, 2009 through December 31, 2009.

Modification number 5 increased the County funding from $906,114 to $1,036,419 an increase of $130,305

Modification number 4 increased the County funds from $611,799 to $906,114, an increase of $294,315.

Modification number 3 renewed the agreement for an additional twelve month period from January 1, 2008 through December 31, 2008.

Modification number 2 renewed the agreement for an additional twelve month period from January 1, 2007 through December 31, 2007.

Modification number 1 increased the City of Austin's funding to the 2006 contract by $5,122.00

- **Contract-Related Information:**
  Award Amount: $611,799- County, $895,352- City ($1,507,151 total contract amount)
  Contract Type: Professional Services
  Contract Period: January 1, 2006-December 31, 2006

- **Contract Modification Information:**
  Modification Amount: 1,426,154.00
  Modification Type: Renewal

Source	Amount Budgeted
County	$ 458,849.00
City (HHSD)	$ 486,743.00
Travis County Grant	$ 248,062.00
City (Community Court)	$ 232,500.00
Total	$ 1,426,154.00

  Modification Period: January 1, 2010 - September 30, 2010

  Contract Expenditures: Within the past 12 months $1,036,419 has been spent against this contract.

- **Solicitation-Related Information: NA**

- **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.: **489062**
  ☐ Funding Account(s): 001-5868-611-6293, 638-5868-611-6293
  ☐ Comments:

- **Statutory Verification of Funding:**
  ☒ Contract Verification Form: Funds Verified X Not Verified _ by Auditor.

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 15, 2009
TO: Members of the Commissioners Court
FROM: Sherri E. Fleming
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: 2010 MHMR SAMSO interlocal agreement

Proposed Motion:
Consider and take appropriate action to approve the 2010 interlocal agreement between Travis County, the City of Austin, and Austin Travis County Mental Health and Mental Retardation (doing business as Austin Travis County Integral Care) for substance abuse treatment services.

Summary and Staff Recommendations:
Travis County, the City of Austin and Austin Travis County Integral Care (ATCIC) have a three-way interlocal agreement for the provision of substance abuse treatment services. Under the agreement, ATCIC manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services as part of the treatment process.

The 2010 agreement will include funds from the Parenting in Recovery grant to pay for substance abuse treatment for families in the child welfare system as a result of methamphetamine or other substance abuse.

This contract has followed the calendar year but will switch to a fiscal year contract during 2010. For that reason, the contract will be funded for nine months (1/1/10 – 9/30/10) and then renewed on October 1 and funded for twelve months.

TCHHSVS staff recommends approving this interlocal.

Budgetary and Fiscal Impact:
Travis County's is providing $458,849 from the General Fund as well as $248,062 from the Parenting in Recovery grant. The City of Austin is providing a total of $719,243. The contract number is IL060341RE.

Issues and Opportunities:
Services provided under this interlocal include:

Outreach – Identify persons needing assistance and encourage them to enter services.

Intake/Assessment/Referral – A competent, clinical substance abuse assessment will be required for all potential clients and may be conducted by any provider in the service network based on the client's entry point into the system and her/his level of need.

Detoxification – As defined by the Texas Commission on Alcohol and Drug Abuse (TCADA), detoxification is chemical dependency treatment designed to reduce systematically the amount of alcohol and/or other toxic chemicals in a client's body, manage withdrawal symptoms, and encourage the client to seek ongoing treatment for chemical dependency.

Residential Treatment – Includes residential treatment services as defined and licensed by TCADA. Residential services require clients to reside at the facility for a specified period of time while undergoing chemical dependency treatment.

Transitional Housing - Housing provided to an eligible client for a period not to exceed 12 months for the purpose of moving the client towards greater self-sufficiency.

Intervention Counseling Services - Includes individual counseling with Eligible Clients and/or family members.

Day Treatment Services – Intensive outpatient treatment services are provided to an individual client for approximately five hours per day, for a total of at least twenty hours of services per week. The client does not reside at the treatment facility.

Outpatient and Continuing Care/Aftercare Services – These services usually include individual and/or group counseling services and the continuation of transitioning the client into other community-based support systems such as Alcoholics Anonymous/Narcotics Anonymous (AA/NA) groups, sponsors in the community, etc.

Case Management and Support Services – As defined by TCADA, case management involves an accountable staff person providing services that include linking a client with needed services; helping a client develop skills to use basic community resources and services; and monitoring and coordinating the services received by a client.

Background:
The interlocal for substance abuse treatment services has been in place since 1999.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHSVS
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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TRAVIS COUNTY PURCHASING OFFICE

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

Approved by: _____ M. Biscoe 12·18·09

Voting Session: Tuesday, December 29, 2009
REQUESTED ACTION: APPROVE MODIFICATION NO. 6 TO INTERLOCAL NO. IL060254RE, STUDY OF HUMAN RESOURCES, WITH THE UNIVERSITY OF TEXAS AT AUSTIN. (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 statutes.
- This interlocal agreement with The University of Texas Ray Marshall Center assesses the impact of Travis County's investment in the WorkSource Rapid Employment Model (REM). The goals of REM are to improve work readiness, job placement, and retention among disadvantaged residents.
- Modification no. 6 renews the agreement for an additional twelve month period from January 1, 2010 through December 31, 2010. Contract funds are not to exceed $28,400 for this renewal period.
- Modification no. 5 will increased the contract amount from $18,400 to $28,400, an increase of $10,000.
- Modification no. 4 renewed the agreement for an additional twelve month period from January 1, 2009 through December 31, 2009. Contract funds not to exceed $18,400 for this renewal period.

  Modification no. 3 renewed the agreement for an additional twelve month period from January 1, 2008 through December 31, 2008. Contract funds were not to exceed $18,400 for this renewal period.

  Modification No. 2 increased the contract from $8,400 to $18,400, an increase of $10,000. This additional $10,000 paid for more in-depth analysis of the impact of REM services

utilizing a quasi-experimental approach comparing outcomes for program participants to comparable individuals who did not receive services.

Modification No. 1 extended the agreement for an additional twelve month period from January 1, 2007 through December 31, 2007 with contract funding not to exceed $8,400.00.

- **Contract Expenditures:** Within the last 6 months $8,400.00 has been spent against this contract.

- **Contract-Related Information:**
  Award Amount: $ 45,999.00
  Contract Type: Professional Services
  Contract Period: January 1, 2007-December 31, 2007

- **Contract Modification Information:**
  Modification Amount: $ 10,000.00
  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.: 489065
  ☒ Funding Account(s): 00158916116294
  ☐ Comments:

- **Statutory Verification of Funding:**
  Contract Verification Form: Funds Verified _X_ Not Verified ___ by Auditor.

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 15, 2009
To: Members of the Commissioners Court
From: Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
Subject: UT Ray Marshall Center 2010 interlocal agreement

Proposed Motion:
Consider and take appropriate action to approve renewing for 2010 the interlocal agreement for workforce development evaluation services with the University of Texas Ray Marshall Center for the Study of Human Resources.

Summary and Staff Recommendations:
The 2010 contract will continue the work the Ray Marshall Center (RMC) started in 2006. This work offers independent confirmation of the benefits Travis County creates through its investments in workforce development. RMC strives to evaluate the impact of the following county-funded efforts:

- The Rapid Employment Model (REM) and Gainful Employment Model (GEM) projects at Workforce Solutions;
- American Youthworks;
- Austin Academy;
- Austin Area Urban League;
- Capital IDEA;
- Crime Prevention Institute;
- Construction Gateway at Skillpoint Alliance;
- Goodwill Industries; and
- Ventana Del Soul.

Across all of these services, RMC has utilized federal unemployment insurance (UI) data to track employment, earnings, qualification for UI benefits and filling of UI claims for all participants. RMC provides:

- An outcome study that compares participant status across these four dimensions before and after services;
- An impact study that utilizes a quasi-experimental model to compare outcomes for county-funded participants to those of a comparison group of non-participants; and,
- A Return on Investment study to quantify the financial benefit our community gains from these investments.

TCHHSVS staff recommends approving this renewal.

Budgetary and Fiscal Impact:
The 2010 contract is for $28,400. The contract follows the calendar year. The contract number is IL060254RE.

Issues and Opportunities:
This evaluation partnership provides valuable insight into the effectiveness and impact of our investments in workforce development. Staff continues to use the findings of this evaluation to inform both new investments and continuous improvement of our existing investments. Through our work with the RMC, we also gain access to a broader library of research and expertise to inform continued improvements to our community's workforce development system.

Background:
This evaluation is conducted with the cooperation of each of the above listed agencies in addition to Travis County and RMC staff.

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

MODIFICATION OF CONTRACT NUMBER: IL060254RE-Workforce Development **PAGE 1 OF 16 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Rebecca Gardner** TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **November 6, 2009**
ISSUED TO: The University of Texas at Austin Office of Sponsored Projects North Office Bldg. Suite 101 E 27th Street Austin, Texas 78712	MODIFICATION NO.: **6**	EXECUTED DATE OF ORIGINAL CONTRACT: **June 1, 2006**

ORIGINAL CONTRACT TERM DATES: June 1, 2006-December 31, 2007 CURRENT CONTRACT TERM DATES: January 1, 2010-December 31, 2010

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $45,999.00 Current Modified Amount: $28,400.00

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 twelve month period from January 1, 2010 through December 31, 2010.
2. Amend attachment A, "Work Statement and Performance Measures", and attachment A, "Program Budget" by substituting Exhibit 1 as attached to this modification.
3. Contract funds awarded for this renewal period shall not exceed $28,400, unless modified and agreed by both parties.

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: The University of Texas at Austin BY: Jeanette Holmes SIGNATURE BY: Jeanette Holmes PRINT NAME TITLE: Associate Director - OSP ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE: 12/10/2009
TRAVIS COUNTY, TEXAS BY: Marcia Price CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 12·18·09
TRAVIS COUNTY, TEXAS BY: SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

2010 RENEWAL AND AMENDMENT #6 OF INTERLOCAL AGREEMENT # IL060254RE BETWEEN TRAVIS COUNTY AND THE UNIVERSITY OF TEXAS AT AUSTIN - RAY MARSHALL CENTER FOR THE STUDY OF HUMAN RESOURCES (2010 Renewal Term)

This Renewal and Amendment of Interlocal Agreement #IL060254RE ("2010 Renewal") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and the University of Texas at Austin - Ray Marshall Center for the Study of Human Resources ("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 ("Agreement") the Initial Term of which began June 1, 2006, and terminated December 31, 2006 ("Initial Agreement Term").

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

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

By written agreement pursuant to the terms of the Agreement, the Parties have previously amended and renewed the Agreement for additional terms continuing through December 31, 2009.

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

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 renew and amend the Agreement as follows:

1.0 2010 RENEWAL TERM

1.1 **2010 Renewal Term.** Pursuant to Section 2.2, "Renewal Term," the Parties hereby agree to renew the Agreement for an additional one-year term beginning January 1, 2010, and continuing through December 31, 2010 ("2010 Renewal Term").

1.2 **2010 Renewal Term Contractor Services.** In accordance with Section 11.1.1, "County's Satisfaction," during the 2010 Renewal Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, services and activities in accordance with the terms and conditions stated in this Agreement as renewed and amended in this 2010 Renewal.

2.0 2010 RENEWAL TERM AGREEMENT FUNDS

2.1 **Maximum Funds.** The Parties hereby agree to amend Section 13.1, "Maximum Funds," to show that the maximum funds provided by County for the 2010 Renewal Term under the terms of this 2010 Renewal will be an amount not to exceed the following:

$ 28,400.00

2.2 **2010 Renewal Term Fiscal Year Limitations on Funding.** The Parties agree to amend Section 13.1.2(a) by adding the following:

13.1.2(a)-10 During the 2010 Renewal Term, the fiscal year limitations under 13.1.2(a) shall be:

(i) January 1, 2010 - September 30, 2010:

$ 21,300.00 (75% of Original Agreement Funds Total)

(ii) October 1, 2010 - December 31, 2010

$ 7,100.00 (25% of Original Agreement Funds Total)

for a TOTAL AGREEMENT AMOUNT: **$28,400.00**

All applicable provisions of the Agreement, as amended, shall be amended to reflect the amounts shown in the above Section 2.2 as to the 2010 Renewal Term. All provisions of Section 13.1.2(a) not related to the amounts will remain in full force and effect as to the 2010 Renewal Term.

3.0 ENTIRE AGREEMENT

3.1 **Attachments**. The Parties agree to amend the Agreement as to the 2010 Renewal Term by adding the "2010 Renewal Term Amended Work Statement, Performance Measures and Program Budget," attached to this 2010 Renewal as Exhibit 1 and hereby made a part of the Agreement, as amended, constituting promised performance by Contractor in accordance with all terms of the Agreement, as amended.

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 Agreement, as amended. Contractor agrees to provide current documentation of such insurance as required under the Agreement.

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

4.3 **Update.** Within thirty (30) 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 Agreement, including , but not limited to, the following:

4.3.1 Update of any policies and procedures
4.3.2 Updated W-9 Taxpayer Identification Form
4.3.3 Change of Identity Information (Name, Address, Etc.), where applicable

4.4 **Debarment, Suspension and Other Responsibility Matters.** The Parties agree to amend the Agreement by adding the following as Section 25.0:

25.0 **Debarment, Suspension and Other Responsibility Matters**. This Section 25.0 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Contractor, by signing this Agreement, hereby warrants and certifies that, to the best of its knowledge and belief, it and its principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) have not within a three year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this Section 25.0, Contractor shall provide a written explanation of such inability prior to the effective date of this Agreement for County's consideration and evaluation with the understanding that such may result in termination of this Agreement by County.

4.5 **Certification and Representations.** By signing this 2010 Renewal, Contractor certifies and represents that all certifications and representations under the Agreement continue to be in full force and effect. Contractor also acknowledges and agrees that it has read all terms and provisions of the Agreement 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 **Conflict of Interest Questionnaire.** For the 2010 Renewal Term, the provisions of the Agreement relating to the Conflict of Interest Questionnaire will reference the 2010 Conflict of Interest Questionnaire set forth in Exhibit 2 of this 2010 Renewal, to be completed by Contractor as a part of this 2010 Renewal. Section 21.1.2 of the Agreement is deleted and the following substituted:

21.1.2 Questionnaire. If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor shall update this Questionnaire by September 1 of each year for the duration of this Agreement as required by Chapter 176 of the Local Government Code. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

5.0 INCORPORATION

5.1 County and Contractor hereby incorporate the Agreement 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 Agreement as amended herein. The Agreement, 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 Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

EXHIBIT 1
2010 Renewal Term Amended Work Statement,
Budget and
Performance Measures

ATTACHMENT A-10

2010 RENEWAL TERM
WORK STATEMENT, PERFORMANCE MEASURES AND BUDGET

Travis County ("County") and The University of Texas at Austin - Ray Marshall Center for the Study of Human Resources ("Center")

I. PURPOSE

A. General Purpose. Center will provide consulting and evaluation services under the terms of this Agreement to evaluate the impact of local investments in workforce development.

B. Approach. In order to accomplish the Purpose of this Agreement, Center will conduct an outcomes and impact evaluation of selected workforce development services funded by Travis County.

II. OVERVIEW OF EVALUATION. Activities which will be conducted by Center include the following:

A. Rapid Employment Model.

1. General Description. An outcome and impact evaluation of the The Rapid Employment Model Project ("Project") that was initiated by Travis County as a collaborative effort of the County and *Workforce Solutions* - Greater Area Workforce Board to decrease the amount of time an individual is out of work.

(a) Key Evaluation Questions. Key evaluation questions include:

- How effective is the model as measured by:
  - reduced time unemployed,
  - reduced unemployment insurance payments,
  - increased eligibility for UI benefits,
  - employment retention, and
  - increased earnings?

- How do key participant outcomes compare to those for similar, nonparticipating individuals?

- Which skills training services are most effective for graduates and why?

- What changes can be made to services/treatments to improve outcomes for Participants?

(b) Outcome Evaluation: Center will document Project results in terms of the number of clients completing training, number placed in employment, wages earned and other outputs/outcomes that can be determined largely through linked administrative data.

(c) Impact Evaluation. Center evaluators will use a quasi-experimental design to match REM clients with similar individuals receiving other workforce services available in the region. By comparing the employment outcomes and receipt of UI and public benefits between participants and non-participants, evaluators will estimate the impacts of REM. In addition, evaluators will compare outcomes for REM participants in different occupational training programs to determine which may have been more effective at connecting participants to employment.

(d) Information. Information for this outcome evaluation on REM participants in 2006, 2007, 2008, and 2009 will come from:

- Administrative database maintained by each Provider
- The Texas Workforce Information System of Texas ("TWIST")
- Unemployment Insurance ("UI") wage records
- Unemployment Insurance ("UI") claim records
- Other sources, such as TANF and Food Stamp records

B. Other Workforce Development Services.

1. Outcome Evaluation: Center will replicate the approach described above in part II.A.1. (b) to evaluate outcomes of other workforce development services purchased by Travis County, including:

a. Austin Academy
b. Austin Area Urban League
c. American YouthWorks
d. Capital IDEA
e. Crime Prevention Institute
f. Goodwill Industries of Central Texas – Ready to Work
g. Skillpoint Alliance – Construction Gateway
h. Workforce Solutions – Gainful Employment Model (GEM)
i. Ventana del Soul

Note: Center will only begin data collection on GEM and Ventana del Soul participants in 2009. The outcomes evaluation will require several quarters of post-service data for analysis.

2. Impact Evaluation: The impact analysis component will employ a quasi-experimental design comparing key outcomes of interest for each group to gauge the impact of workforce development services. By comparing employment and earnings outcomes and receipt of and eligibility for UI benefits and public benefits between participants and non-participants, evaluators will estimate the impacts of these workforce services.

C. Other Activities

1. Center researchers also will explore the feasibility and cost of alternative approaches for measuring employment and earnings for self-employed individuals.
2. Center researchers will explore measurement and other issues involved with adding a return-on-investment (ROI) analysis component to the existing impact evaluations of REM and other workforce development services.

III. TASKS AND TIMELINES. Additional tasks and applicable timelines are as follows:

A. Finalization. Center will finalize the Project work plan and timeline, which includes any changes to the following:

1. Report templates and the analysis plan with the approval of County.

2. Definitions of outcome measures with the approval of County.

3. Protocols for the collection and transmittal of data.

B. Data. For relevant data, Center will:

1. Establish and maintain data linkages with state and other administrative databases to track participants and create comparison group(s);

2. Collect data and prepare research files for analysis; and

3. Analyze data collected.

C. Draft Report. Center will:

1. Prepare the draft evaluation report; and

2. Submit the draft to County for review and comment.

D. Briefing. Center will brief County and service providers on evaluation findings and recommendations.

E. Final Report. Center will prepare and disseminate the final evaluation report incorporating comments as necessary and appropriate as determined by County.

IV. **DELIVERABLES.** Center will provide the following deliverables by the due dates indicated below. (These dates are estimates and may be affected by delays in getting access to certain data and other unforeseen events.)

Deliverable	Date
Expanded Work Plan	June 2010
Preliminary Findings	July 2010
Draft Evaluation Report	November 2010
Final Evaluation Report	December 2010
Provider Briefing	December 2010

V. BUDGET

A. Direct Costs

Salaries	$ 17,556
Fringe @ 24%	4,213
Data Purchases*	1,750
Supplies**	1,177
Total Direct Costs	**$24,696**

***Data Purchases** include cost to access and obtain Unemployment Insurance wage and claim records from TWC for tracking of employment, retention, earnings and benefit receipt of program clients.

****Supplies** include cost of office supplies and other consumables.

B. Indirect Costs

Indirect Costs @ 15%	$3,704
AGREEMENT TOTAL:	**$28,400**

C. Payment Schedule

Payments will be made based upon receipt of deliverables by County as follows:

Deliverable	% of Total	Cost	Indirect Cost
Work Plan	20%	$4,939.20	$740.80
Preliminary Findings	20%	$4,939.20	$740.80
Draft Report	20%	$4,939.20	$740.80
Final Report	20%	$4,939.20	$740.80
Provider Briefing	20%	$4,939.20	$740.80
TOTAL:	**100%**	**$24,696.00**	**$3,704.00**

EXHIBIT 2

Conflict of Interest Questionnaire

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

Adopted 06/29/07

ATTACHMENT

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

Approved by: _____ M. Brice 12.21.09

Voting Session: Tuesday, December 29, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR GAULT BUILDING ELEVATORS REFURBISHMENT, IFB B100044-JT, TO THE LOW BIDDER, A & F ELEVATOR, INC. (FMD)

Points of Contact:

Purchasing: Jorge Talavera
Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director; Richard Avery, AIA, LEED AP
County Attorney (when applicable): John Hille
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro and Jose Palacios
Other:

RECEIVED
COUNTY AUDITOR'S OFFICE
DEC 21 PM 2:38

- **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.

  IFB B100044-JT was issued on November 12, 2009. This contract requires the Contractor to provide labor, equipment, materials and supervision necessary to complete the required refurbishments for two Gault Building Elevators.

  After a total of twenty-three vendors were solicited, four (4) bids were received in response to the solicitation when subject IFB opened on December 11, 2009 at 3:00 p.m. Facilities Management (FMD) is recommending contract award to A & F Elevator Inc. for the base bid amount of $124,895.00. FMD has deemed that the price is fair and reasonable.

  As a matter of interest to the Court, the recommended Contractor is a certified Historically Underutilized Businesses (HUB).

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

  ☒ Not applicable

- **Contract-Related Information:**

  Award Amount: $124,895.00
  Contract Type: Construction
  Contract Period: 120 Calendar Days after NTP issuance

- **Solicitation-Related Information:**

  Solicitations Sent: 23 Responses Received: 4
  HUB Information: Contractor is a HUB % HUB Subcontractor: 100

- **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.: 481155
  ☒ Funding Account(s): 001-1415-822-5004
  ☒ Comments: Project Budget as verified through PBO Analyst Diana Ramirez
  ☒ Total Project Budget: $160,000.00
  ☒ Design Budget: $20,000.00
  ☒ Construction Budget: $140,000.00
  ☒ Miscellaneous Budget: $0.00

- **Statutory Verification of Funding:**

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

Jorge 12.17.09 MB

FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: GAULT-21-09R-4M
FILE: 703

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

DATE: December 17, 2009

SUBJECT: Gault Building – Elevators Refurbishments Project
IFB No: B100044-JT

RECEIVED TRAVIS COUNTY 2009 DEC 17 PM 2:27 PURCHASING OFFICE

Facilities Management Department (FMD) recommends award of the Gault Building – Elevators Refurbishments Project in the amount of $124,895.00 to the low bidder, A&F Elevator Company. Purchasing Office received bids from four contractors on the subject project on December 11, 2009.

FMD has reviewed the bid tabulation and determined that the low bid is fair and reasonable. The construction schedule is 120 calendar days after the issuance of the notice to proceed.

The project funds are located in the account number 001-1415-822-5004 and the requisition number is 481155. In accordance with the procedure to secure the approval of this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on December 29, 2009. If approved, please issue a fully executed contract to A&F Elevator Company. Please call me at extension 44579 if you have any questions.

ATTACHMENTS:
1. Bid Tabulation Form
2. Supporting Documents

COPY TO:
Amy Draper, CPA, Financial Manager, FMD
Richard Avery, AIA, LEED AP, Project Manager, FMD
Jorge Talavera, CPPB, Purchasing Agent Assistant IV, TCPO

Last Updated 12-23-09 at 12:48 pm

TRAVIS COUNTY PURCHASING
CONSTRUCTION CONTRACTS
BID TABULATION FORM

BID NO.: B100044-JT

BID DATE: December 11, 2009

BIDS SOLICITED: 23

DESCRIPTION: Gault Building Elevators Refurbishments

OPEN TIME: 3:00 p.m. CST

BIDS RECEIVED: 4

DEPARTMENT: Facilities Management Department

BIDS EXPIRE: March 11, 2010

HUBS SOLICITED: 6

CONTACT/NO.: Rick Avery 854-4780

HUBS RECEIVED: 3

Bidder's Name	Base Bid	Add Alt. No. 1	Add Alt. No. 2	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
									HUB	%
1 A & F Elevator Company	$124,895.00	$11,895.00	$17,895.00	X	X	X	X	X	Yes	100%
2 EMR Inc.	$172,000.00	$13,000.00	$21,000.00	X	X	X	X	X	Yes	100%
3 Austin Elevator Company*	$185,935.00	N/A	N/A	X	X	X	X	X	No	0%
4 PKD Inc.	$319,000.00	$2,200.00	$5,400.00	X	X	X	X	X	Yes	100%
5										
6										
7										
8										
9										
10										

*Bidder qualified bid and is thus non-responsive.

Reviewed and Acknowledged By:

SIGNATURE	PRINT NAME	DATE

Facilities Management Department **Project Budget Vs. Cost** **Date: 12/17/2009**

Gault Building Elevators Refurbishment Project	Budget	Fund Encumbered to Date	Current Request	Total Costs to Date	Saving (Deficit)
Planning and Design Costs Including: Architects and Engineering Fees; Survey/Geotech/EA/Others; Design Permits and Fees; Printing and Reproductions	$ 20,000	$ -	$ -	$ -	$ 20,000
Construction Costs Including: Construction Contract Cost; Construction Change Orders; Construction Testing; Construction Permits and Fees; Misc Construction; Construction Contingency	$ 140,000	$ -	**$ 124,895**	$ 124,895	$ 15,105
Misc Cost Including: **ITS**: Data Cable; Phone switches; etc…/ **FFE**: Furniture; Fixtures, Equipment, etc…/ **Security:** Cameras; Panic Buttons; etc…/ **Move**: Boxes, Furnitures, etc..	$ -	$ -	$ -	$ -	$ -
Total Project	**$ 160,000**	**$ -**	**$ 124,895**	**$ 124,895**	**$ 35,105**

Last Updated 12-23-09 at 12:48 pm

PURCHASE REQUISITION NBR: 0000481155

STATUS: AUDITOR APPROVAL

REQUISITION BY: ANGELA DAVIS 854-9084 REASON: ROUTINE (UPGRAGE GAULT ELEVATOR) DATE: 9/11/09

SHIP TO LOCATION: FACILITIES MANAGEMENT SUGGESTED VENDOR: TBD DELIVER BY DATE: 12/31/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	GAULT ELEVATOR REFURBISHMENT 509 W 11TH STREET. COUNTY POC: RICK AVERY @ 854-4780 COMMODITY: BLDG MAINT & REPAIRS SVCS SUBCOMMOD: ELEVATOR REPAIR	136000.00	JOB	1.0000	136000.00	

REQUISITION TOTAL: 136000.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00114158225004	REPR & MTNC-SERVCS PURCHD REPRS-BLDG STRUCT & EQUIP		100.00	136000.00
					136000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Amount of Award is
$124,895

12/17/09

Last Updated 12-23-09 at 12:48 pm

PURCHASE REQUISITION NBR: 0000481154

STATUS: NEEDS ADDITIONAL INFO

REQUISITION BY: ANGELA DAVIS 854-9084 REASON: ROUTINE (UPGRADE USB ELEVATOR) DATE: 9/11/09

SHIP TO LOCATION: FACILITIES MANAGEMENT SUGGESTED VENDOR: TBD DELIVER BY DATE: 12/31/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	USB ELEVATOR REFURBISHMENTS 1010 LAVACA STREET. COUNTY POC: RICK AVERY @ 854-4780 COMMODITY: BLDG MAINT & REPAIRS SVCS SUBCOMMOD: ELEVATOR REPAIR	132600.00	JOB	1.0000	132600.00	

REQUISITION TOTAL: 132600.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00114158215004	REPR & MTNC-SERVCS PURCHD REPRS-BLDG STRUCT & EQUIP		100.00	132600.00
					132600.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

12/10/9 RETURNED.GMC

PI655I01 Last Updated 12-23-09 at 12:48 pm

TRAVIS COUNTY
Account Balance Inquiry

12/21/09
13:02:58

Fiscal Year	2010	
Account number	1-1415-822.50-04	
Fund	001	GENERAL FUND
Department	14	FACILITIES MANAGEMENT
Division	15	BUILDING MAINTENANCE
Basic activity	82	CAPITAL AQUISITION FUNDS
Sub activity	2	JUSTICE SYSTEM
Element	50	REPR & MTNC-SERVCS PURCHD
Object	04	REPRS-BLDG STRUCT & EQUIP

Budget	411,381
Encumbered amount	69,292.70
Pre-encumbered amount	124,895.00
Expenditures	169,968.30
Total expenditures	364,156.00
Balance	47,225.00

Press Enter to continue.

F3=Exit F12=Cancel

BID PROPOSAL WORKSHEET								
B100044-JT GAULT BUILDING ELEVATORS REFURBISHMENTS								
PART I - BASE BID								
Bid Item	**Spec. No. or Desc. Code**	**S.P. No**	**S.S. No.**	**Description**	**Unit**	**QTY**	**Unit Price**	**Amount**
1				BASE BID FOR GAULT BUILDING ELEVATORS REFURBISHMENTS	LS	1	$124,895.00	$124,895.00
							Base Bid Total	**$124,895.00**

Note: The Travis County Commissioners Court reserves the right to reject any and all bids at their sole discretion. When submitting an electronic bid, this Bid Proposal Worksheet must be completed in full and attached to the electronic submission.

Please note the following listed abbreviations used for proposed units: Unit

Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Stations, AC = Acre, EA = Each, SY = Square Yards, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Feet, TON = Ton, MO = Month, EA/DAY = per Each per DAY

DRAFT

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 10K00044JT; IFB NO. B100044-JT

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and **A & F Elevator, Inc.** (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of **Gault Building Elevators Refurbishment** (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Bid (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked **Gault Building Elevators Refurbishment, Travis County Texas,** IFB No.**B100044-JT**; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.

1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked **Gault Building Elevators Refurbishment, Travis County Texas,** IFB No. **B100044-JT**, and all addenda issued by the Architect/Engineer or the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.

1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **120 calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date. All time limits stated in the Construction Contract and/or Contract Documents are of the essence.

1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **$450 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

DRAFT

ARTICLE II

2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of Section 00700 of the General Conditions, the total sum of **$124,895.00** (the "Contract Sum"). The Contract Sum is comprised of **(i)** $ 59,000.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Construction Contract and **(ii)** $ 65,895.00 for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.

2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.

2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Architect/Engineer, the Contractor, and necessary representatives designated by the Owner.

2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.

2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

DRAFT

The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

IN WITNESS WHEREOF, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS	A & F ELEVATOR, INC.
By:_____	By:_____
Samuel T. Biscoe	Name: Essie Mianabi
Travis County Judge	Title: Vice President
Date:_____	Date: December 18th, 2009

APPROVED AS TO FORM BY:

_____
County Attorney

FUNDS VERIFIED BY:

_____
County Auditor

APPROVED BY PURCHASING AGENT:

_____
County Purchasing Agent

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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

Approved by: Bonnie Floyd 12-23-09

Voting Session: Tuesday, December 29, 2009 **2nd Revision**

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT WITH AMERICAN EUROCOPTER LLC AND TRAVIS COUNTY AND AUTHORIZE THE COUNTY JUDGE TO SIGN. (EMS/STARFLIGHT)

Points of Contact:

Purchasing: Bonnie Floyd
Department: Danny Hobby, Casey Ping
County Attorney (when applicable): Barbara Wilson
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.

American Eurocopter Service Proposal is for the upgrade of the EC145 aircraft to comply with a Service Bulletin. Eurocopter has offered an advantageous proposal but for business reasons has made the offer contingent on the County's agreement not to disclose the terms of the Service Proposal except as provided in the confidentiality agreement.

The County Attorney's Office has review and modified the agreement to make sure that it complies with all requirements. The vendor has agreed to the modifications requested by the County Attorney's office.

StarFlight requests that the court sign the Non-Disclosure Agreement. As the NDA itself contains confidential information, it will be provided to the Judge's Office separate from this document. A signed copy of the NDA will be maintained in Purchasing.

APPROVED ( ) DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

_____ _____

DATE COUNTY JUDGE

Travis County
STAR Flight

7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

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

To: Cyd Grimes, Purchasing Agent

Through: Danny Hobby, Executive Manager, Emergency Services

From: Casey Ping, Program Manager

Date: December 21. 2009

Subject: American Eurocopter Non-Disclosure Agreement

The Emergency Services Department requests that Purchasing Department and the Commissioners Court approve the Non-Disclosure Agreement related to aircraft repair with American Eurocopter Corporation.

If you need any additional information please contact me

Casey

cc. Bonnie Floyd, Travis County Purchasing

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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

Approved by: Bonnie Hoyd 12-29-09

Voting Session: Tuesday, December 29, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 6 TO CM050179LC, AMT SOLUTIONS, INC. D/B/A E-MDS, INC. FOR PURCHASE/MAINTENANCE OF E-MDS SOFTWARE FOR THE HEALTH CLINIC. (HRMD)

Points of Contact:

Purchasing: Lori Clyde, 854-4205
Department: HRMD: Dan Mansour, 854-9499; Iman Hammoudeh, 854-5099
County Attorney (when applicable): Barbara Wilson
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro and Jose Palacios
Other:

RECEIVED COUNTY JUDGE'S OFFICE DEC 21 PM 2:37

- **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.

  In 2005, e-MDs Solution Series software application was chosen for the Health Clinic electronic medical records software package. At this time, HRMD recommends adding the EDI Clearinghouse (Billing System) setup and EDI Clearinghouse (billing system) interface support to the contract. This will be used to submit claims to United Healthcare. The cost of the system setup is $1,995.00 and the annual support is $995.00. The initial year's support fee will be prorated through May 31, 2010. Renewal fees will not increase more than 3% annually.

- **Contract Expenditures:** Within the last 12 months $4,597.50 has been spent against this contract.

  ☐ Not applicable

- **Modification-Related Information:**

  Modification Amount: $2,990.00 (maintenance will be prorated)
  Modification Type: Clearinghouse setup and support
  Contract Period: December 29, 2009 – May 31, 2010

- **Funding Information:**
  - ☒ Purchase Requisition in H.T.E.: 472673 and 479292
  - ☒ Funding Account(s) 526-1146-522-3002
  - ☐ Comments:

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

Human Resources Management Department

1010 Lavaca • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-9757

December 21, 2009

TO: Lori Clyde, Purchasing Agent Assistant II
Bonnie Floyd, Assistant Purchasing Agent

FROM: Dan Mansour, Risk and Benefits Manager *DGM*

SUBJECT: eMD Contract Modification for Clinic Billing

eMD is the practice management medical software use by our Employee Wellness and Health Clinics. Under their license agreement the County is required to have an agreement for using their system to issue and capture billing information.

Please prepare a modification to the eMD contract to comply with our license agreement. The license fee is paid from 526 1146 522 3002.

If you need any additional information please call me at 854-9499.

Cc: Dr. Hari Dhir, Clinic Medical Director
Josie Pena, Health Services Supervisor
Iman Hammoudeh, Clinic Administrative Assistant

PURCHASE REQUISITION NBR: 0000472673

STATUS: ALL ITEMS ON ORDER

REQUISITION BY: IMAN HAMMOUDEH 854-5509 REASON: WELLNESS CLINIC DATE: 6/03/09

SHIP TO LOCATION: HUMAN RESOURCES MGT. SUGGESTED VENDOR: 64648 AMT SOLUTIONS INC DELIVER BY DATE: 6/03/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	EDI INITIAL CLEARINGHOUSE SET UP--NON STANDARD COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMMOD: EDUCATIONAL	1.00	DOL	1995.0000	1995.00	

REQUISITION TOTAL: 1995.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	52611465223002	OPER SUPP, REPR PRTS,& EQ SOFTWARE		100.00	1995.00
					1995.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000479292

STATUS: READY FOR BUYER PROCESS

REQUISITION BY: IMAN HAMMOUDEH 854-5509 REASON: MODIFY PO# 425247 DATE: 8/24/09

SHIP TO LOCATION: HUMAN RESOURCES MGT. SUGGESTED VENDOR: 64648 AMT SOLUTIONS INC DELIVER BY DATE: 8/30/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	EDI-INTERFACE ANNUAL SUPPORT FEE-CLEARING HOUSE COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMMOD: EDUCATIONAL	1.00	EA	995.0000	995.00	

REQUISITION TOTAL: 995.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	52611465223002	OPER SUPP, REPR PRTS,& EQ SOFTWARE		100.00	995.00
					995.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

~~Last Updated 12-23-08 at 12:48 pm~~

MODIFICATION OF CONTRACT NUMBER: CM050179LC E-MDs Software for Health Clinic

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **December 1, 2009**
ISSUED TO: **AMT Solutions, Inc. d/b/a e-MDs, Inc.** **P.O. Box 2889** **Cedar Park, Texas 78630**	MODIFICATION NO.: **6**	EXECUTED DATE OF ORIGINAL CONTRACT: **April 26, 2005**

ORIGINAL CONTRACT TERM DATES: **April 26, 2005-May 31, 2006** CURRENT CONTRACT TERM DATES: **June 1, 2008 – May 31, 2009**

OR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ 11,880.01 Current Modified Amount $ 29,925.26.

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 purpose of this modification is to add the following:

1) 1 ea EDI Initial clearinghouse setup – non standard clearinghouse at $1,995.00

2) 1 ea EDI Interface annual support fee – non standard clearinghouse at $995.00.
The initial year's maintenance fee will be prorated through May 31, 2010.

DRAFT

vendor has mailed originals

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

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TRAVIS COUNTY PURCHASING OFFICE

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

Approved by: _____ Bonnie Floyd 12-21-09

Voting Session: Tuesday, December 29, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 8 TO CONTRACT NO. 08T00073RG, A-TEX PEST MANAGEMENT, FOR PEST CONTROL SERVICES. (FACILITIES MANAGEMENT)

Points of Contact:

Purchasing: Rosalinda Garcia, 854-9700
Department: Facilities Management, Roger A. El Khoury, P.E., Director, John Carr, 854-4772
County Attorney (when applicable): John Hille
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spartaro And Jose Palacios
Other: Rony Auod

- **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 provides pest control services for countywide.
- Modification No. 8 will add the South Wellness Clinic and Correctional Complex, Bldg. 12.
- Modification No. 7 approved by Commissioners Court on June 23, added the Substance Abuse Residential Treatment (SMART) facility.
- Modification No. 6, approved by Commissioners Court on April 10, increase price for service at the county jail.
- Modification No. 5 approved by the Purchasing Agent on March 23, 2009, added the East Service Center.
- Modification No. 4 approved by the Purchase Agent on March 3, 2009, added the Northeast Metro Park Buildings.
- Modification No. 3, approved by Purchasing Agent on January 1, 2009, extended the contract for an additional twelve (12) months through March 18, 2010.
- Modification No. 2, approved by Purchasing Agent on December 19, 2008, added the Travis County Rusk Building.

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- Modification No. 1, approved by Purchasing Agent on July 31, 2008, corrected the services for Correctional Complex.
- **Contract Expenditures:** Within the last 12 months $70,420.00 has been spent against this contract.

☐ Not applicable

- **Contract Modification Information:**
  Modification Amount: Estimated Requirements, as needed basis

- **Funding Information:**
  ☐ Purchase Requisition in H.T.E.:
  ☒ Funding Account(s): 001-1415-525-6009 & 001-3735-583-6009
  ☐ Comments:

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

APPROVED ( ) DISAPPROVED ( )

BY COMMISSIONERS COURT ON: _____
DATE

_____
COUNTY JUDGE

Note: Approval by Commissioners Court authorizes the Travis County Purchasing Agent to issue purchase order.

Bernie

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-21-10F-XM
File: 801

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: November 16, 2009

SUBJECT: Pest Control Services
Contract Modification Number Eight, A-Tex Pest Management
Contract Number 08T00073RG

This Contract Modification Number Eight is for changes to the service contract, by adding monthly services for the South Wellness Clinic as described in the attached documentation.

This Contract Modification will increase the contract by $360.00. Facilities Management Department (FMD) has reviewed and negotiated the cost of this Contract Modification and has determined that the cost is fair and reasonable. Funds for this Contract Modification are in account 001-1415-525-6009. FMD recommends approval.

In accordance with the procedure to secure the approval of this Contract Modification Number Eight, this request is being forwarded along with the supporting documents for your approval. If approved, please issue a fully executed Contract Modification Number Eight to A-Tex Pest Management. Please call Rony at extension 44781 if you have any questions.

RECEIVED
TRAVIS COUNTY
09 NOV 17 PM 3:53
PURCHASING
OFFICE

ATTACHMENT:
A-Tex Proposal dated 11/05/2009

COPY TO:
John Carr, Administrative Director, FMD
Lloyd Evans, Maintenance Division Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Rose Garcia, Purchasing Agent Assistant, Purchasing

GM200I13 **TRAVIS COUNTY** 12/17/09
Fiscal Year 2010 **Account Balance Inquiry** 10:25:48

Account number . . . :	1-1415-525.60-09	
Fund . . . . . :	001	GENERAL FUND
Department . . . . . :	14	FACILITIES MANAGEMENT
Division . . . . . :	15	BUILDING MAINTENANCE
Activity basic . . . :	52	GENERAL GOVERNMENT
Sub activity . . . . :	5	FACILITIES
Element . . . . . :	60	OTHER PURCHASED SERVICES
Object . . . . . :	09	EXTERMINATING SERVICES

Original budget . . . . . :	9,900	
Revised budget . . . . . :	13,520	12/04/2009
Actual expenditures - current . :	1,035.00	
Actual expenditures - ytd . . . :	150.00-	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	12,600.00	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	13,485.00	99.7%
Unencumbered balance . . . . . :	35.00	0.3

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

GM200I13 **TRAVIS COUNTY** 12/17/09
Fiscal Year 2010 **Account Balance Inquiry** 10:26:49

Account number . . . . :	1-3735-583.60-09	
Fund . . . . . :	001	GENERAL FUND
Department . . . . . :	37	SHERIFF
Division . . . . . :	35	CORRECTIONS BUREAU
Activity basic . . . :	58	CORRECTNS & REHABILITATN
Sub activity . . . . :	3	TRAVIS CO JAIL/CORRECTNS
Element . . . . . :	60	OTHER PURCHASED SERVICES
Object . . . . . :	09	EXTERMINATING SERVICES

Original budget . . . . . :	20,500		
Revised budget . . . . . :	20,778	10/01/2009	
Actual expenditures - current . :	2,135.00		
Actual expenditures - ytd . . . :	2,135.00		
Unposted expenditures . . . . . :	.00		
Encumbered amount . . . . . :	8,817.60		
Unposted encumbrances . . . . . :	.00		
Pre-encumbrance amount . . . . . :	.00		
Total expenditures & encumbrances:	13,087.60	63.0%	
Unencumbered balance . . . . . :	7,690.40	37.0	

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

MODIFICATION OF CONTRACT NUMBER: 08T00073RG **PAGE 1 OF 1 PAGES**

Pest Control Services

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Rosalinda Garcia TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: November 23, 2009
ISSUED TO: A-Tex Pest Management 124 Vicksburg Loop Elgin, Texas 78621	MODIFICATION NO.: 0008	EXECUTED DATE OF ORIGINAL CONTRACT: March 18, 2008

ORIGINAL CONTRACT TERM DATES: **March 19, 2008 to March 18, 2009** CURRENT CONTRACT TERM DATES: **March 19, 2008 to March 18, 2010**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

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

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

Item Response Form is hereby modified to add the following location:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	South Wellness Clinic 3518 FM 973 Del Valle, TX 78617 Monthly Interior and Exterior	12	MO	$ 20	$ 240
2.	Correctional Complex Bldg 12 #400 3614 Bill Price Road Del Valle, TX 78617 General and Special Treatment Crack and Crevice Treatment- Commissary Fogging Treatment-Commissary	12	MO	$ 80	$ 960

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: A-TEX Pest Management INC.

☒ DBA ☐ CORPORATION ☐ OTHER

BY: _____
SIGNATURE

BY: Jason Klopotski
PRINT NAME

TITLE: PRESIDENT
ITS DULY AUTHORIZED AGENT

DATE: 12/3/09

TRAVIS COUNTY, TEXAS

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

DATE:

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

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TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: Bonnie Floyd 12-21-09

Voting Session: Tuesday, December 28, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR HVACR REPAIR SERVICES, IFB NO. B100024-NB, TO THE SOLE BIDDER, CARRIER BUILDING SYSTEMS AND SERVICE (FM)

Points of Contact:

Purchasing: Nancy Barchus, 512-854-9764
Department: FM, Roger A. El Khoury, P.E., Director, 854-4579; Rony Aouad, Contract Services Manager, 854-4781; Lloyd Evans, Maintenance Division Director, 854-4773
County Attorney (when applicable): John Hille, 854-9415
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 requires the vendor to supply HVACR Repair Services to Travis County Facilities Management along with other Travis County departments when needed.

  On October 27, 2009, IFB # B100024-NB was issued through BidSync. One (1) bid was received on November 16, 2009. Travis County Facilities Management Department has reviewed the bid and recommends award to the sole bidder, Carrier Building Systems and Service.

  One (1) vendor that viewed the solicitation and attended the pre-bid conference but did not bid gave the reason for not submitting a bid, as they did not want to commit if awarded a secondary or tertiary contract. Another vendor did not bid because of a concern with the contract language not allowing a materials cost markup. One of the vendors responded that they would be interested in bidding on other projects in the future.

- **Contract Expenditures:** Within the last 12 months, $162,221.45 has been spent against this requirement.

- **Contract Related Information:**

  Award Amount: Estimated requirements, as needed basis

Contract Type: Annual
Contract Period: December 29, 2009 through December 28, 2010

- **Solicitation-Related Information:**
  Solicitations Viewed: 42 Responses Received: 1
  HUB Information: 0 % HUB Subcontractor: N/A

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

- **Funding Information:**
  - ☐ Purchase Requisition in H.T.E.:
  - ☒ Funding Account(s) 001-1415-525-5004
  - ☒ Comments: Requisitions are processed at time of requirement

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

APPROVED ( ) DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

_____
DATE

_____
COUNTY JUDGE

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

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-29-10F-XM
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

SUBJECT: HVACR Repair Services
Contract Award of IFB100024-NB

Facilities Management Department (FMD) has completed the review of the single bid received for HVACR Repair Services. The sole bidder is Carrier BSS. Carrier BSS provided FMD with good references. FMD therefore recommends award of the contract for HVACR Repair Services to Carrier BSS. Funding for HVACR Services is in line item 001-1415-525-5004.

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. Contractor's References

COPY TO:
John Carr, Administrative Director, FMD
Lloyd Evans, Maintenance Division Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Nancy Barchus, Purchasing Agent Assistant, Purchasing Office

Bid #B100024-NB - HVACR REPAIR SERVICES

Creation Date **Sep 28, 2009** End Date **Nov 18, 2009 2:00:00 PM CST**
Start Date **Oct 23, 2009 10:32:08 AM CDT** Awarded Date **Not Yet Awarded**

B100024-NB-1-01 Licensed/Registered HVAC Technician Straight Time Hourly Rate

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Carrier BSS	First Offer - $85.00	1 / hour	$85.00	Y	Y

Agency Product Code:
Agency Notes:

Supplier Product Code:
Supplier Notes:
this hourly cost must be based on senior service technicians with 10 to 35 years experience on all makes of centrifugal chiller and/or all brands of boilers including the new style boilers with multiple modulating power burners and on-board boiler management systems; typical technician resume attached

B100024-NB-1-02 HVAC Technician/Apprentice Straight Time Hourly Rate

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Carrier BSS	First Offer - $80.00	1 / hour	$80.00		Y

Agency Product Code:
Agency Notes:

Supplier Product Code:
Supplier Notes:

B100024-NB-1-03 Licensed/Registered HVAC Technician Urgent Time Hourly Rate

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Carrier BSS	First Offer - $120.00	1 / hour	$120.00		Y

Agency Product Code:
Agency Notes:

Supplier Product Code:
Supplier Notes:

B100024-NB-1-04 HVAC Technician/Apprentice Urgent Time Hourly Rate

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Carrier BSS	First Offer - $110.00	1 / hour	$110.00		Y

Agency Product Code:
Agency Notes:

Supplier Product Code:
Supplier Notes:

Supplier Totals

Carrier BSS **$395.00 (4/4 items)**

Bid Contact **Robin Griffin**
robin.griffin@carrier.utc.com
Ph 512-848-0396
Fax 860-660-3591

Address **1130 Rutherford Lane, Ste #100**
Austin, TX 78753

Bid Notes **Our technicians have continuing eductions and safety training quotas they must complete each year. Because we are a Worldwide Company, our quality controls are set to the highest standards. Please call and discuss our performace with each of the references we've provided.**

Agency Notes:

Supplier Notes:
Our technicians have continuing eductions and safety training quotas they must complete each year. Because we are a Worldwide Company, our quality controls are set to the highest standards. Please call and discuss our performace with each of the references we've provided.

**

Carrier BSS

Bid Contact **Robin Griffin**
robin.griffin@carrier.utc.com
Ph 512-848-0396
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Austin, TX 78753

Bid Notes **Our technicians have continuing eductions and safety training quotas they must complete each year. Because we are a Worldwide Company, our quality controls are set to the highest standards. Please call and discuss our performace with each of the references we've provided.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B100024-NB-1-01	Licensed/Registered HVAC Technician Straight Time Hourly Rate	**Supplier Product Code:** this hourly cost must be based on senior service technicians with 10 to 35 years experience on all makes of centrifugal chiller and/or all brands of boilers including the new style boilers with multiple modulating power burners and on-board boiler management systems; typical technician resume attached	**First Offer - $85.00**	1 / hour	**$85.00**	**Y**	**Y**
B100024-NB-1-02	HVAC Technician/Apprentice Straight Time Hourly Rate	**Supplier Product Code:**	**First Offer - $80.00**	1 / hour	**$80.00**		**Y**
B100024-NB-1-03	Licensed/Registered HVAC Technician Urgent Time Hourly Rate	**Supplier Product Code:**	**First Offer - $120.00**	1 / hour	**$120.00**		**Y**
B100024-NB-1-04	HVAC Technician/Apprentice Urgent Time Hourly Rate	**Supplier Product Code:**	**First Offer - $110.00**	1 / hour	**$110.00**		**Y**
			Supplier Total			**$395.00**	

Carrier BSS
Item: **Licensed/Registered HVAC Technician Straight Time Hourly Rate**

Attachments
Jeremy Bates.pdf
Skill Set Training 2010.pdf
Tech List-Experience-Yrs Service.pdf

Nancy Barchus - Re: Fwd: Safety Record Questionnaire verification request

From: Jon White
To: Jonas Rosenthal; Keith Coburn; Nancy Barchus
Date: 12/17/2009 10:54 AM
Subject: Re: Fwd: Safety Record Questionnaire verification request

Thanks Jonas!

>>> Jonas Rosenthal 12/17/2009 10:53 AM >>>
All,

I have reviewed the Safety Record Questionnaire for Carrier BSS. This vendor has no history of environmental violations per TCEQ; this agrees with the answers the vendor provided on the questionnaire. Please let me know if there are any questions or if there is any additional assistance that I can provide.

Thank you.

Jonas

>>> Jon White 12/14/2009 1:38 PM >>>
Please have Jonas look review.

Thx

JW

>>> Nancy Barchus 12/14/2009 1:23 PM >>>
Mr. White and Mr. Colburn:

Please see attached Safety Record Questionnaires submitted by vendor selected to provide HVACR Repair Services to Travis County. The contract award is scheduled for Commissioners Court on December 29, 2009. However, their safety record must be reviewed before the award can be made.

If you could, please verify the information included on the attached questionnaires.

Thank you for your time and attention.

Nancy Barchus, CPPB
Purchasing Agent Assistant
Travis County Purchasing Office
512-854-9764
Fax 512-854-9185
nancy.barchus@co.travis.tx.us

PI655I01 **TRAVIS COUNTY** 12/17/09
Account Balance Inquiry 13:23:34

Fiscal Year	2010	
Account number	1-1415-525.50-04	
Fund	001	GENERAL FUND
Department	14	FACILITIES MANAGEMENT
Division	15	BUILDING MAINTENANCE
Basic activity	52	GENERAL GOVERNMENT
Sub activity	5	FACILITIES
Element	50	REPR & MTNC-SERVCS PURCHD
Object	04	REPRS-BLDG STRUCT & EQUIP

Budget	582,119
Encumbered amount	96,049.74
Pre-encumbered amount	.00
Expenditures	57,853.30
Total expenditures	153,903.04
Balance	428,215.96

Press Enter to continue.

F3=Exit F12=Cancel

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

16

Approved by: M. Price 12·21·09

Voting Session: Tuesday, December 29, 2009

1. **REQUESTED ACTION:** RATIFY AND APPROVE CONTRACT WITH THE COUNCIL FOR AT-RISK YOUTH (CARY) FOR PROFESSIONAL YOUTH VIOLENCE PREVENTION SERVICES FOR MIDDLE SCHOOL YOUTH INVOLVED IN DISCIPLINARY INCIDENTS IN SCHOOL. (CJP)

Points of Contact:

Purchasing: David Walch
Department: CRIMINAL JUSTICE PLANNING, Roger Jefferies, Executive Manager CJP, .
County Attorney (when applicable): Jim Connolly
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro, Jose Palacios
Other: N/A

RECEIVED
COUNTY JUDGE'S OFFICE
09 DEC 21 PM 3:

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

  This contract is for the provision of the Council on At-Risk Youth (CARY) Youth Violence Prevention Program. This program targets middle school age youth residing in Travis County who have had disciplinary incidents in school. CARY utilizes a comprehensive case management system to provide youth with social cognitive skills training, individual behavioral planning, counseling and mentoring, and service learning projects designed and implemented by participant students.

  This contract service was transferred from the Travis County Health and Human Service & Veteran Services (HHSVS) to Criminal Justice Planning (CJP). Subsequently, the HHSVS contract was terminated and a new contract with CJP administration was written to reflect this change. There is no change in not to exceed amount of this contract.

  As part of this transition, establishment of a new contact, with revised statement of work and performance measures was required. During this period, delays were experienced in developing a program budget, and negotiating a satisfactory contract. In the interim, services were ongoing prior to the approval of a new contract, as it was necessary to prevent an interruption of services to the clients. Therefore, it is requested that the Court ratify and approve the contract effective October 1, 2009.

Contract Expenditures: N/A.

☒ Not applicable

- **Contract-Related Information:**
  Award Amount: $100,000.00 (Estimated quantity)
  Contract Type: (Professional Services Agreement)
  Contract Period: 10/01/2009 - 09/31/2010

- **Contract Modification Information:**
  Modification Amount: $ (Firm Amount)
  Modification Type:
  Modification Period:

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

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

- **Funding Information:**
  ☒ Purchase Requisition in H.T.E.: 489751
  ☒ Funding Account(s): 00155005576099
  ☐ Comments:

- **Statutory Verification of Funding:**
  ☒ Contract Verification Form: Funds Verified ___ Not Verified ___ by Auditor.

RECEIVED
TRAVIS COUNTY
OCT -9 AM 10:58
PURCHASING
OFFICE

JUSTICE & PUBLIC SAFETY DIVISION

Roger W. Jefferies, Executive Manager
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger W. Jefferies
(512) 854-4415

Counseling & Education Services
Caryl Colburn
(512) 854-9540

Juvenile Public Defender
Kameron D. Johnson
(512) 854-4128

October 7, 2009

Cyd Grimes
Travis County Purchasing Agent
314 W. 11th Street, Room 400
Ned Granger Building
Austin, Texas 78701

Dear Cyd,

This letter serves to notify the Travis County Purchasing Department that the Council on At- Risk Youth (CARY) contract will now be administered by Criminal Justice Planning. This change should be reflected in the boiler-plate contract specifications. Contract invoices are to be sent to the Criminal Justice Planning Department, attention Cynthia Finnegan, Sr. Planner, at P.O. Box 1748, Austin, Texas 78767.

The contract was transferred from Travis County Health and Human Services & Veteran Services (HHSVS) on October 2, 2009. The last two contract payments for FY2009, August 2009 and September 2009 will be processed by HHSVS contract staff.

Attached you will find the updated Program Work Statement submitted by the contractor for the Fiscal Year 2010 contract. This contract has a start date of 10/01/2009 and end date of 09/30/10.

Per the contractor, some of the numbers have been updated, but the Program Work Statement remains largely the same. The performance measures have had some "minor modifications" and, 1) reflect the reduction of CARY staff workload from 100 to 75 for each Youth Advisor and, 2) a revision of the previous outcome measures to reflect reductions in serous disciplinary reports for students in the program for at least six (6) months. This was done to help maintain consistency with performance reports submitted to the City of Austin.

My staff and I appreciate your help in expediting this contract since the start date has passed. Cynthia Finnegan, CJP Senior Planner is the contract contact for any questions. She can be reached at 4-3277 for any questions.

As always, thank you for your help.

Sincerely,

Roger Jefferies

Attachment: FY10 CARY Program Work Statement

cc: Sherry Fleming, Executive Manager HHSVS
Cynthia Finnegan, CJP Senior Planner

PROFESSIONAL SERVICES AGREEMENT/CONTRACT

BETWEEN

TRAVIS COUNTY

AND

COUNCIL ON AT-RISK YOUTH (CARY)

FOR

YOUTH VIOLENCE PREVENTION SERVICES

CONTRACT NO. PS100041DW

Travis County Purchasing Office

Contracts being routed for internal Signatures.
Contractor has signed. MB 12-21-09

#17

AGREEMENT BETWEEN TRAVIS COUNTY
AND hrQ
FOR PERSONAL MANAGEMENT SERVICES OF TRACEY CALLOWAY
IN THE FUNCTION OF INTERIM DIRECTOR
FOR TRAVIS COUNTY HUMAN RESOURCES DEPARTMENT

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

WHEREAS, COUNTY desires to obtain the services of a qualified firm to provide the personal services of Tracey Calloway who is qualified to act as the director of a human resources department and will do so for six months or until a permanent employee is selected for that position by COUNTY, whichever is less; and

WHEREAS, CONTRACTOR has the professional ability and expertise to provide the services of this person who is qualified to provide such services,

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

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

1.2 "County Auditor" means the Travis County Auditor.

1.3 "Manager" means the Travis County Planning and Budget Executive Manager represented herein as administering this Agreement or his/her designated representative.

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

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

1.4.2 Loaning or receiving a loan of money, services, 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:

1.4.3 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

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

1.4.5 a transaction for a financial service or insurance coverage made on behalf of CONTRACTOR which is a national or multinational corporation by an agent, employee or other CONTRACTOR representative who does not know and is not in a position that he or she should have known about this Agreement.

1.5 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this Agreement and marked as Attachment C.

1.6 "Parties" means COUNTY and CONTRACTOR.

1.7 "Purchasing Agent" means the Travis County Purchasing Agent.

2.0 TERM

2.1 Initial Term. This Agreement shall be effective upon complete execution by the Parties and shall continue in force until one party gives the other party at least 30 days notice of termination as provided herein.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall provide the services of Tracey Calloway who is qualified to perform and will perform the services described in **Description of Management Services in Human Resources Function** in Attachment A, in a timely manner, as an employee of CONTRACTOR Attachment A to this Agreement is expressly incorporated into this section and made a part of it.

3.2. Minimum Duration of Service If Tracey Calloway does not perform the services contemplated under this Agreement for at least six months unless sooner terminated by COUNTY, CONTRACTOR shall, without any additional compensation, provide three additional qualified persons from which COUNTY may select a replacement for Tracey Calloway for the remainder of the six months if COUNTY elects to continue this Agreement at such time.

3.3 Contractor Requests for Information. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the Manager and may rely on all factual information supplied by the Manager in response to these requests. However, the Manager shall not serve as the agent of COUNTY or Commissioners Court or any elected official of COUNTY for any other purpose than conveying factual information.

3.4 Professional Licensure/Certification. CONTRACTOR shall ensure that Tracey Calloway personally performs all services under this Agreement according to the applicable federal, state, and local rules and regulations. Performance at Work- CONTRACTOR and Tracey Calloway agree that each is an independent contractor and that there is no employer-employee relationship, joint venture or agency created between the parties. Neither party has authority to act for, or on behalf of other, nor is the either party authorized to incur any obligation on behalf of the other or to bind the other in any manner whatsoever. Unless specifically authorized in writing by both CONTRACTOR and Tracey Calloway, neither party will make any express or implied agreements, guarantees or representations, or incur any debt, in the name of or on behalf of the other. Employees of each party shall not be deemed to be employees of the other. Each party shall be responsible for the supervision and control of its own employees, worker's compensation, disability benefits, unemployment insurance, withholding taxes, social security, or other taxes or benefits. CONTRACTOR will not review the work performed by Tracey Calloway, although CONTRACTOR reserves the right to contact both Clients and Consultant from time to time during any given engagement to discuss the progress of the project.

3.5 Ethical Standards. CONTRACTOR shall ensure that Tracey Calloway performs all services and exercises all discretionary powers in a manner consistent with applicable professional ethical standards and her best professional judgment.

3.6 Standard of Care. Despite anything in this Agreement to the contrary, CONTRACTOR shall ensure that all services and responsibilities required of CONTRACTOR under this Agreement shall be performed using at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.7 Subcontracting. CONTRACTOR is prohibited from hiring or subcontracting with any person other than the one named in this Agreement to perform any of the duties that it has accepted as part of this Agreement unless specifically authorized to do so by Travis county Commissioners Court.

3.8 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to management of the Human Resources Department of Travis County in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to any information.

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

4.0 EXPRESS ACKNOWLEDGEMENTS AND WARRANTIES

4.1 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. Neither CONTRACTOR nor the person providing the personal management services in the function of Interim Director of the Travis County Human Resources Department shall be or be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

4.2 Applicable Law. The parties expressly acknowledge and agree that COUNTY and CONTRACTOR shall comply with the Constitutions of the United States and the State of Texas and all federal, state, county, and city laws, rules, orders, ordinances and regulations applicable to performance of this Agreement. Nothing herein shall alter the duty of the parties to comply with applicable requirements of law.

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

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

5.0 COORDINATION WITH THE COUNTY

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

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

5.3 Disputes. It is specifically agreed that any disputes arising hereunder shall be submitted to the Manager with a copy to the Purchasing Agent. The Manager shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Commissioners Court shall be final and binding.

6.0 PAYMENT FOR SERVICES

6.1 Fees. For and in consideration of the satisfactory performance of the services described in Attachment A, COUNTY shall pay CONTRACTOR the following:

> $17,680.00 per month for a maximum of six months as the fee for the full time services of Tracey Calloway while acting as the interim director of the Human Resources function, or an acceptable replacement if such is necessary for any reason, and this amount includes salary, benefits, CONTRACTOR supervision, and any other costs associated with these services.

It is not anticipated the CONTRACTOR or Tracey Calloway will incur reimbursable expenses during this contract.

The maximum amount payable under Agreement is $106,080.00

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

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

6.4 Invoicing. CONTRACTOR shall invoice COUNTY for services rendered pursuant to this Agreement consistent with section 6.1 in Attachment A. Each invoice shall include the following information:

> 6.4.1 COUNTY contract number;
> 6.4.2 a full and detailed description of the services and activities performed hereunder, including services and activities performed by Tracey Calloway and CONTRACTOR.
>
> Original invoices shall be mailed to:

Rodney Rhoades, Executive Manager
Travis County Planning and Budget
314 W. 11th Street
Austin, Texas 78701

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

6.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations before any Agreement funds are payable.

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

6.8 Disbursements to Persons with Outstanding Debts to Other Governmental Bodies. Disbursements to persons with outstanding Debt are prohibited by section 154.045 of the Texas Local Government Code.

6.8.1 In section 6.8, "Debt" means delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.

6.8.2 If notice of Debt has been filed with the County Auditor or County Treasurer evidencing a Debt of Contractor to the State, County, or a salary fund, a check may not be drawn on a County fund that is payable to Contractor, or its agent or assignees, until:

6.8.2.1 the County Treasurer notifies Contractor in writing that the Debt is outstanding; and

6.8.2.2 the Debt is paid.

6.8.3 County may apply any funds Contracting Entity owes Contractor to the outstanding balance of Debt for which notice is made under section 6.8.2.1, if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding Debt.

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

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

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

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

7.0 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

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

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

7.3 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended

documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR shall become property of COUNTY upon receipt.

8.0 INSURANCE REQUIREMENTS

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

9.0 INDEMNIFICATION AND CLAIMS NOTIFICATION

9.1 Indemnification. CONTRACTOR agrees to and shall indemnify and hold harmless COUNTY, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for any act or omission by CONTRACTOR, or for damage to any property, arising out of or in connection with the work done by CONTRACTOR under this Contract.

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

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

10.0 SUSPENSION

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

11.0 TERMINATION

COUNTY may terminate this Agreement at any time by giving CONTRACTOR written notice at least thirty (30) days prior to the effective date of the termination.

12.0 NON-WAIVER OF DEFAULT

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

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

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

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

13.0 FORFEITURE OF CONTRACT

If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement.

14.0 AMENDMENTS

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

15.0 ENTIRE AGREEMENT

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

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

15.2.1 Attachment A – Scope of Work
15.2.2 Attachment B – Insurance Requirements
15.2.3 Attachment C – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
Exhibit 2 – Disclosure

16.0 NOTICES

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

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

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

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

Honorable David A. Escamilla (or his successor)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767

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

hrQ
2859 Umatilla Street
Denver, CO 80211

16.4 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 16.0. Any change in the address shall be reported within fifteen (15) days of the change.

17.0 MISCELLANEOUS

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

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

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

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

17.5 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that

COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

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

17.7 **Mediation.** If the CONTRACTOR is not satisfied with the resolution of the dispute pursuant to Section 17.6, CONTRACTOR shall notify the Purchasing Agent, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Agreement, the parties shall use a mutually agreed upon mediator or a person appointed by a court of competent jurisdiction for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., Section 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., Section 154.073, unless both parties agree, in writing, to waive the confidentiality.

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

18.0 INTERPRETATIONAL GUIDELINES

18.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If

the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

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

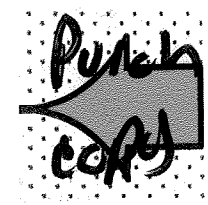
18.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

19.0 CONFLICT OF INTEREST QUESTIONNAIRE

19.1 If required by Section 176.006, TEX. LOC. GOV'T CODE, CONTRACTOR shall complete the Conflict of Interest Questionnaire . CONTRACTOR shall file the Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751 and update it, as required by Chapter 176 TEX. LOC. GOV'T CODE for the duration of this Agreement. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, the CONTRACTOR shall submit an updated Questionnaire. CONTRACTOR should note that the law requires the COUNTY to provide access to this Questionnaire on the official Travis County internet website.

20.0 DUPLICATE ORIGINALS

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



hrQ

Signature Janine Starr

Title Managing Consultant

Date: 12/23/09

Travis County

_____

by: Samuel T. Biscoe
Travis County Judge

Date: _____

COUNTY APPROVALS:

As to Form:

_____

Assistant County Attorney Date:_____

Purchasing:

_____

Cyd Grimes, County Purchasing Agent Date:_____

Funds Verified By:

_____

Susan Spataro, County Auditor Date:_____

ATTACHMENT A
Description of Management Services in Human Resources Function

Interim Human Resources Management Director

JOB SUMMARY:

Serves as the Interim Director of the Human Resources Management Department (HRMD). Assesses customer needs and, based on Human Resources best practices, makes recommendations to effectively meet customer expectations. Assesses Department strengths, weaknesses, opportunities, and constraints and makes recommendations to effectively align resources with customer needs. Makes presentations directly to Commissioners Court in public and must defend conclusions.

Directs, plans, budgets, organizes staffs, coordinates and administers the countywide human resources programs and services, including staffing, training, employee relations, employment investigation, complaint investigation, employee orientation, classification and compensation, position control, temporary employment, organizational deployment, employee and retirement benefits, occupational health, wellness clinic, risk management, safety, health and Human Resource Information System. Coordinates creative development, administration and implementation of program and service delivery systems that require extensive collaboration with all operating units within the County.

DISTINGUISHING CHARACTERISTICS:

This is a temporary position as the top Human Resources Management position in the organization. This assignment has an expected duration of six months but less than one year. The person filling this position will not be eligible for the permanent Director of HRMD position. **This position may require a flexible work schedule in order to meet the needs of the organization**

DUTIES AND RESPONSIBILITIES:

- Administers and directs comprehensive corporate Human Resources programs, services and activities to ensure compliance with policies, procedures, practices and State, Federal and local laws, policies and statutes.
- ***Provides short-term leadership to address the most pressing HRMD issues. Acts directly or through HRMD managers, manages HRMD employees and ensures the effective provision of Human Resources services.***
- ***Works collaboratively with all parties to recommend Human Resource strategies and programs to enhance a positive work environment and organizational culture.***
- ***Acts as a liaison with the Commissioners Court, the Court's Administrative Operations Sub-Committee, and/or the Organizational Planning Team regarding HRMD matters.***
- ***Provides input to the Organizational Planning Team for the successful recruitment of a full-time***

HRMD Director.

- ***Assesses HRMD's strengths, weakness, opportunities and constraints in meeting customer expectations and, based on professional Human Resources Best Practices, makes recommendations on any needed changes.***
- ***Reviews Affirmative Action and EEO policies, plans; and recommends changes, as required. May make recommendations for the HRMD work plan for Fiscal Year 2011.***
- Performs other advisory functions as requested: Compensation and Benefits Committee; fy 2011 Budget submission.
- Other duties as assigned.

ATTACHMENT B
INSURANCE REQUIRMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

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

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

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

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

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

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
   $500,000 bodily injury each accident
   $500,000 bodily injury by disease
   $500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
   a. Waiver of Subrogation (Form 420304)
   b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:

   $500,000* per occurrence for coverage A and B with a
   $1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
   a. Blanket contractual liability for this Agreement
   b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4. a. Waiver of Subrogation (Form CG 2404)
   b. Thirty (30) day Notice of Cancellation (Form CG 0205)
   c. Travis County named as additional insured (Form CG 2010)

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

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

C. Business Automobile Liability Insurance†

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

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

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

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability and/or E & O Insurance

1. **Minimum Limit: $ 500,000 per Occurrence**

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

3. Additional insured status for Travis County is **not** required

E. Blanket Crime Policy Insurance

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

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

3. Additional insured status for Travis County is **not** required

ATTACHEMENT C
ETHICS AFFIDAVIT

STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: 12/23/09
Name of Affiant: Janine Starr
Title of Affiant: Managing Consultant
Business Name of CONTRACTOR: hr2
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 "1".

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

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

Janine Starr
Signature of Affiant

100 Congress, Suite 2000
Address

Austin, TX 78737

SUBSCRIBED AND SWORN TO before me by: Janine Starr

on December 23rd, 20 09

Jennifer Leigh Salinas
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
Jennifer Leigh Salinas
My Commission Expires
07/31/2010

Jennifer Leigh Salinas
Typed or printed name of notary
My commission expires: 07/31/2010

LIST OF KEY CONTRACTING PERSONS
November 20, 2009

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Nicole Grant*	
Executive Assistant	Melissa Velasquez	
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	
Executive 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
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	David Walch*
Purchasing Agent Assistant III	Michael Long, CPPB
Purchasing Agent Assistant III	Rebecca Gardner
Purchasing Agent Assistant III	Rosalinda Garcia
Purchasing Agent Assistant III	Loren Breland
Purchasing Agent Assistant II	Donald E. Rollack
Purchasing Agent Assistant II	Nancy Barchus, CPPB
HUB Coordinator	Sylvia Lopez
HUB Specialist	Betty Chapa
HUB Specialist	Jerome Guerrero
Purchasing Business Analyst	Scott Worthington

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Commissioner, Precinct 3	Gerald Daugherty	12/31/09
Executive Assistant	Robert Moore	12/31/09
Executive Assistant	Martin Zamzow	12/31/09
First Assistant County Attorney	Randy Leavitt	01/23/10
Attorney, Transactions Division	Stacy Wilson	07/06/10
Executive Manager, Administrative	Alicia Perez	09/01/10

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

EXHIBIT 2
DISCLOSURE

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

_____

_____

_____

If no one is listed above, CONTRACTOR warrants that CONTRACTOR is not doing business and has not done business during the 365 day period immediately prior to the date on which the response resulting in this Agreement was due with any Key Contracting Person.

18

Travis County Commissioners Court Agenda Request

Voting Session 12/29/09 (Date) Work Session _____ (Date)

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

B. Requested Text:

Consider and take appropriate action on two (2) Cash Security Agreements with Scott Felder Homes, LLC for sidewalk fiscal for Avalon, Phases 4 and 7A - two subdivisions in Precinct 2.

C. Approved by: _____
Commissioner Sarah Eckhardt, Precinct 2

II. A. Is backup material attached*: Yes X No _____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

Yes X No _____ Please list those contacted and their phone numbers:

Anna Bowlin - 854-9383
Brunilda Cruz - 854-9383
John Hille - 854-9415

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

____ Contract, Agreement, Policy & Procedure

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

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TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: December 14, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director - Development Services

SUBJECT: Approve two (2) Cash Security Agreements for sidewalk fiscal for Avalon, Phases 4 and 7A - two subdivisions in Precinct 2.

Summary and Staff Recommendation:
Scott Felder Homes, LLC proposes to use two Cash Security Agreements as sidewalk fiscal for residential sidewalks within Avalon, Phases 4 and 7A. The amounts of the agreements are $20,473.35 and $20,840.40, respectively. The developer has sold 17 lots within Phase 4 and 23 lots within Phase 7A to Scott Felder Homes. Scott Felder Homes is replacing the sidewalk fiscal posted by the developer for these lots.

Budgetary and Fiscal Impacts:
There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

Required Authorizations:
The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

Exhibits:
Cash Security Agreements (2)
List of lots
Maps

PS:AMB:ps

1102 Avalon, Phase 4
1102 Avalon, Phase 7A

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO:	Travis County, Texas
DEVELOPER/BUILDER:	Scott Felder Homes, LLC
ESCROW AGENT:	Travis County Treasurer
AMOUNT OF SECURITY:	$20,473.35
SUBDIVISION:	Avalon Phase 4
DATE OF POSTING:	
EXPIRATION DATE:	Three Years, or more from Date of Posting

The TRAVIS COUNTY TREASURER shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of DEVELOPER/BUILDER up to the aggregate $20,473.35 upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

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

If the total area within the Subdivision is annexed for full purposes by the City of Pflugerville or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

SCOTT FELDER HOMES, LLC, 6500 River Place Blvd, Bldg 2, Ste. 300, Austin, Texas 78730

BY: _____

PRINT: Steve Krasoff

TITLE: President

PHONE: 418-5472

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

_____
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

_____
Date

SIGN ONLY ONE – NOT APPLICABLE

The DEVELOPER/BUILDER must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested and interest paid at the rate Travis County receives for its 90-day accounts. If so, he will be charged $25.00 investment fee for every 90 days. The minimum amount of cash security that will be considered for investment is Two Thousand Dollars ($2,000.00).

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

_____
Name Date

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

X _____ 12/2/09
Name Date

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO:	Travis County, Texas
DEVELOPER/BUILDER:	Scott Felder Homes, LLC
ESCROW AGENT:	Travis County Treasurer
AMOUNT OF SECURITY:	$20,840.40
SUBDIVISION:	Avalon Phase 7A
DATE OF POSTING:	
EXPIRATION DATE:	Three Years, or more from Date of Posting

The TRAVIS COUNTY TREASURER shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of DEVELOPER/BUILDER up to the aggregate $20,840.40 upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

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

If the total area within the Subdivision is annexed for full purposes by the City of Pflugerville or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

SCOTT FELDER HOMES, LLC, 6500 River Place Blvd, Bldg 2, Ste. 300, Austin, Texas 78730

BY: _____

PRINT: Steve Krasoff

TITLE: President

PHONE: 418-5472

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

_____
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

_____
Date

SIGN ONLY ONE – NOT APPLICABLE

The DEVELOPER/BUILDER must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested and interest paid at the rate Travis County receives for its 90-day accounts. If so, he will be charged $25.00 investment fee for every 90 days. The minimum amount of cash security that will be considered for investment is Two Thousand Dollars ($2,000.00).

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

_____

Name Date

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

X _____ 12/2/09

Name Date

Scott Felder Homes, LLC
Avalon Lots
Contract with KM Avalon, LTD

Phase 4

Lot	Block		Width
1	T		55'
2	T		55'
3	T		55'
4	T		55'
5	T		55'
6	T		55'
7	T		55'
8	T		55'
9	T		55'
10	T		55'
11	T		55'
12	T		55'
13	T		55'
14	T		55'
15	T		55'
12	S		55'
13	S		55'

# of Lots 17

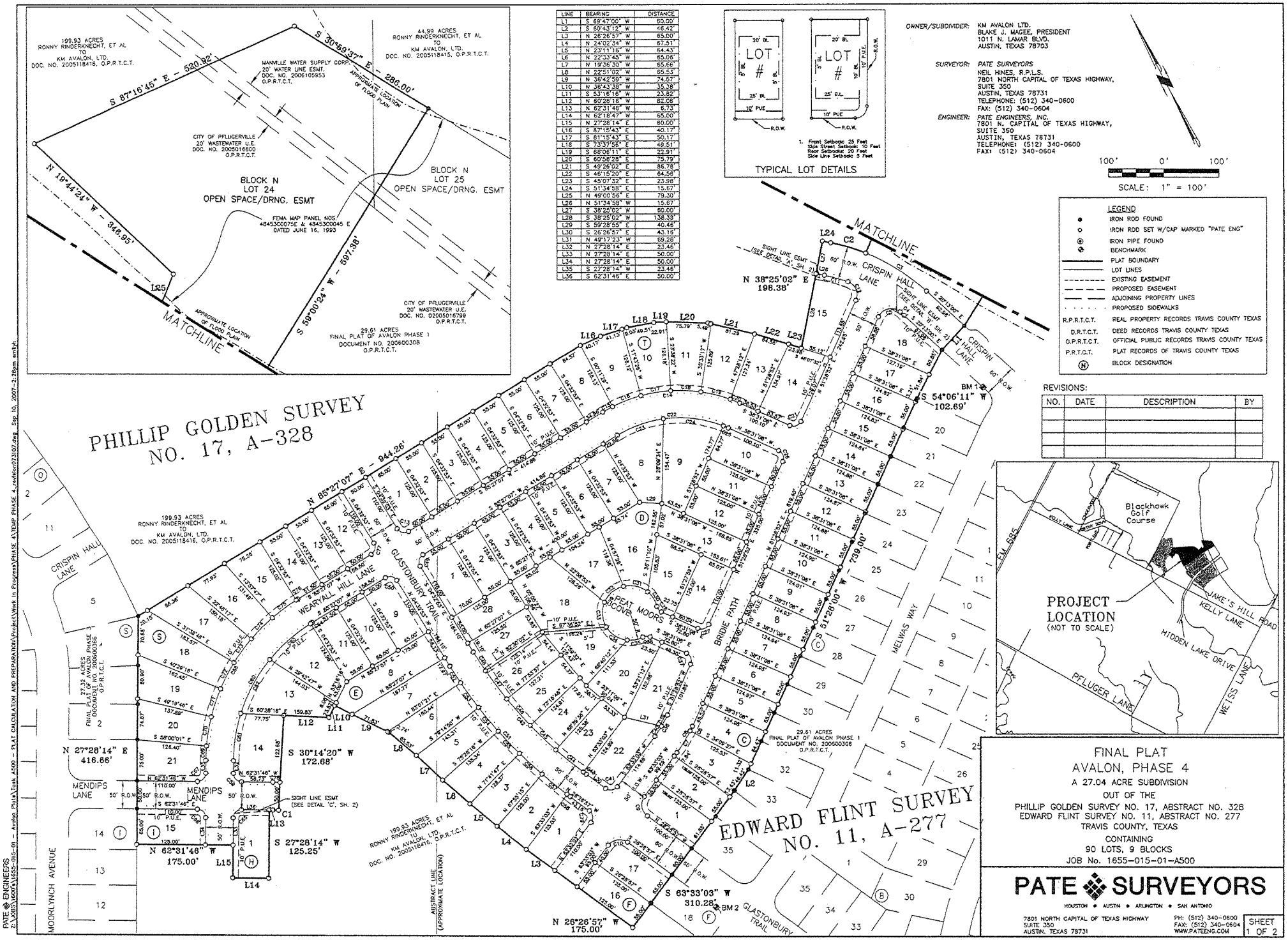
Scott Felder Homes, LLC
Avalon Lots
Contract From KM Avalon, LTD

Phase 7A

Lot	Block		Width
16	T		55'
17	T		55'
18	T		55'
19	T		55'
20	T		55'
21	T		55'
22	T		55'
23	T		55'
24	T		55'
25	T		55'
26	T		55'
27	T		55'
28	T		55'
29	T		55'
30	T		55'
31	T		55'
6	S		60'
7	S		60'
8	S		60'
9	S		60'
10	S		60'
11	S		60'
11A	S		60'

# of Lots: 23

Last Updated 12-23-09 at 12:48 pm



LINE	BEARING	DISTANCE
L1	S 69°47'00" W	60.00'
L2	S 60°43'12" W	46.42'
L3	N 26°26'57" W	65.00'
L4	N 24°02'34" W	67.51'
L5	N 23°11'15" W	64.43'
L6	N 22°33'45" W	65.06'
L7	N 19°26'30" W	65.66'
L8	N 22°51'02" W	65.53'
L9	N 36°42'59" W	74.57'
L10	N 36°43'38" W	35.38'
L11	S 53°16'16" W	23.82'
L12	N 60°28'16" W	82.08'
L13	N 62°31'46" W	5.73'
L14	N 62°18'47" W	65.00'
L15	N 27°28'14" E	80.00'
L16	S 87°15'43" E	40.17'
L17	S 87°15'43" E	50.17'
L18	S 73°37'56" E	49.51'
L19	S 66°06'11" E	22.91'
L20	S 60°58'28" E	75.79'
L21	S 49°26'02" E	86.78'
L22	S 46°15'20" E	84.56'
L23	S 45°07'32" E	23.98'
L24	S 51°34'58" E	15.67'
L25	N 49°00'56" E	79.30'
L26	N 51°34'58" W	15.67'
L27	S 38°25'02" W	80.00'
L28	S 38°25'02" W	138.39'
L29	S 59°28'55" E	40.46'
L30	S 26°26'57" E	43.16'
L31	N 49°17'23" W	69.28'
L32	N 27°28'14" E	23.46'
L33	N 27°28'14" E	50.00'
L34	N 27°28'14" E	50.00'
L35	S 27°28'14" W	23.46'
L36	S 62°31'46" E	50.00'

TYPICAL LOT DETAILS

OWNER/SUBDIVIDER: KM AVALON LTD.
BLAKE J. MAGEE, PRESIDENT
1011 N. LAMAR BLVD.
AUSTIN, TEXAS 78703

SURVEYOR: PATE SURVEYORS
NEIL HINES, R.P.L.S.
7801 NORTH CAPITAL OF TEXAS HIGHWAY,
SUITE 350
AUSTIN, TEXAS 78731
TELEPHONE: (512) 340-0600
FAX: (512) 340-0604

ENGINEER: PATE ENGINEERS, INC.
7801 N. CAPITAL OF TEXAS HIGHWAY,
SUITE 350
AUSTIN, TEXAS 78731
TELEPHONE: (512) 340-0600
FAX: (512) 340-0604

100' 0' 100'
SCALE: 1" = 100'

LEGEND
- IRON ROD FOUND
- IRON ROD SET W/CAP MARKED "PATE ENG"
- IRON PIPE FOUND
- BENCHMARK
- PLAT BOUNDARY
- LOT LINES
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ADJOINING PROPERTY LINES
- PROPOSED SIDEWALKS
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY TEXAS
- D.R.T.C.T. DEED RECORDS TRAVIS COUNTY TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY TEXAS
- (N) BLOCK DESIGNATION

REVISIONS:

NO.	DATE	DESCRIPTION	BY

FINAL PLAT
AVALON, PHASE 4

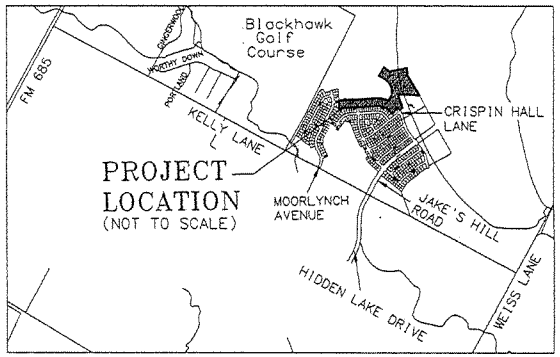
A 27.04 ACRE SUBDIVISION
OUT OF THE
PHILLIP GOLDEN SURVEY NO. 17, ABSTRACT NO. 328
EDWARD FLINT SURVEY NO. 11, ABSTRACT NO. 277
TRAVIS COUNTY, TEXAS
CONTAINING
90 LOTS, 9 BLOCKS
JOB No. 1655-015-01-A500

PATE SURVEYORS
HOUSTON • AUSTIN • ARLINGTON • SAN ANTONIO
7801 NORTH CAPITAL OF TEXAS HIGHWAY
SUITE 350
AUSTIN, TEXAS 78731
PH: (512) 340-0600
FAX: (512) 340-0604
WWW.PATEENG.COM

SHEET 1 OF 2

PATE ENGINEERS
Z:\1655\1600's\1655-015-01 - Avalon Plats\Task A500 - PLAT CALCULATION AND PREPARATION\Project\Work In Progress\PHASE 4\YEAP PHASE 4_rawlson072107.dwg Sep 10, 2007 - 2:26pm smith

Last Updated 12-23-09 at 12:48 pm



LEGEND
- IRON ROD FOUND
- IRON ROD SET W/CAP MARKED "PATE ENG"
- IRON PIPE FOUND
- CONCRETE MONUMENT SET
- PLAT BOUNDARY
- LOT LINES
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ADJOINING PROPERTY LINES
- SIDEWALK
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY TEXAS
- D.R.T.C.T. DEED RECORDS TRAVIS COUNTY TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY TEXAS
- P.U.E. PUBLIC UTILITY EASEMENT
- B.L. BUILDING LINE
- R.O.W. RIGHT-OF-WAY
- (N) BLOCK DESIGNATION

EDWARD FLINT SURVEY
NO. 11, A-277

PHILLIP GOLDEN SURVEY
NO. 17, A-328

199.93 ACRES (RESIDUE)
RONNY RINDERKNECHT, ET AL
TO KM ALAVLON, LTD
DOC NO. 2005118416, O.P.R.T.C.T.

13.451 ACRES
KM AVALON, LTD.
TO
BOARD OF TRUSTEES OF
THE PFLUGERVILLE INDEPENDENT
SCHOOL DISTRICT
DOC NO. 2008085044, O.P.R.T.C.T.

ABSTRACT LINE (APPROXIMATE LOCATION)

L10 N 30°51'28" E 243.88'
L11 N 77°46'18" E 429.03'
S 02°40'25" E 172.52'
N 59°08'34" W 150.07'
L9
L8
L7
L6
L5
N 25°55'00" E 198.36'
L22
N 87°16'45" W 520.92'
S 19°44'24" E 346.95'
S 30°59'37" E 603.84'
C3
N 85°27'07" E 713.86'
C1 L4 C2
L3
CRISPIN HALL LANE
N 85°27'07" E 387.91'
N 85°27'07" E 413.77'
S 85°27'07" W 944.26'
S 08°25'02" E 198.38'
L12
L13 L14
L15 L16 L17 L18 L19 L20 L21
C4 C5 C6 C7 C8 C9 C10 C11 C12
BM 3
BM 4
SEE DETAIL "A" SHEET 2 OF 2

BLOCK N
LOT 23
OPEN SPACE/DRNG. ESMT

BLOCK N
LOT 22
PARK

BLOCK N
LOT 24
OPEN SPACE/DRNG. ESMT

APPROXIMATE LOCATION OF 100-YEAR FLOODPLAIN ACCORDING TO FEMA MAP PANEL NOS. 48453C0045 E & 48453C0045 E DATED JUNE 16, 1993

TEMPORARY DRAINAGE EASEMENT DOC. NO. 2008103221 O.P.R.T.C.T.

TEMPORARY CONSTRUCTION EASEMENT DOC. NO. 2006013719 O.P.R.T.C.T.

TEMPORARY CONSTRUCTION ESMT DOC. NO. 2006013719, O.P.R.T.C.T.

TEMPORARY DRAINAGE EASEMENT DOC. NO. 2008103221 O.P.R.T.C.T.

TRAVIS COUNTY, TEXAS 14.60 ACRE DRAINAGE EASEMENT DOC. NO. 2006006334 & DOC NO. 2005013718 O.P.R.T.C.T.

15' DRAINAGE EASEMENT

MANVILLE WATER SUPPLY CORP. 20' WATER LINE ESMT. DOC. NO. 2006105953 O.P.R.T.C.T.

CITY OF PFLUGERVILLE 20' WASTEWATER U.E. DOC. NO. 2005016800 O.P.R.T.C.T.

SPEED LINE

PROPOSED 27.04 ACRES FINAL PLAT OF AVALON PHASE 4 DOCUMENT NO. ---------- O.P.R.T.C.T.

TEMPORARY ACCESS EASEMENT DOC. NO. 2008085043 O.P.R.T.C.T.

PROPOSED 27.04 ACRES FINAL PLAT OF AVALON PHASE 4 DOCUMENT NO. ---------- O.P.R.T.C.T.

TEMPORARY ACCESS EASEMENT DOC. NO. 2008085043 O.P.R.T.C.T.

TEMPORARY ACCESS EASEMENT DOC. NO. 2008085043 O.P.R.T.C.T.

27.32 ACRES FINAL PLAT OF AVALON PHASE 3 DOCUMENT NO. 200600366 O.P.R.T.C.T.

199.93 ACRES (RESIDUE)
RONNY RINDERKNECHT, ET AL
TO KM ALAVLON, LTD
DOC NO. 2005118416, O.P.R.T.C.T.

199.93 ACRES (RESIDUE)
RONNY RINDERKNECHT, ET AL
TO KM ALAVLON, LTD
DOC NO. 2005118416, O.P.R.T.C.T.

CRISPIN HALL LANE
GLASTONBURY TRAIL
WEARYALL HILL LANE

100' 0' 100'
SCALE: 1" = 100'

OWNER/SUBDIVIDER: KM AVALON LTD.
BLAKE J. MAGEE, PRESIDENT
1011 N. LAMAR BLVD.
AUSTIN, TEXAS 78703

SURVEYOR: PATE SURVEYORS
NEIL HINES, R.P.L.S.
7801 N. CAPITAL OF TEXAS HIGHWAY
SUITE 350
AUSTIN, TEXAS 78731
TELEPHONE: (512) 340-0600
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ENGINEER: PATE ENGINEERS, INC.
7801 N. CAPITAL OF TEXAS HIGHWAY,
SUITE 350
AUSTIN, TEXAS 78731
TELEPHONE: (512) 340-0600
FAX: (512) 340-0604

BENCHMARK INFORMATION
BENCHMARK #3: 665.74'
BENCHMARK #4: 650.83'

REVISIONS:

NO.	DATE	DESCRIPTION	BY

Preliminary, This document shall not be recorded for any purpose.

FINAL PLAT
AVALON, PHASE 7A
A 16.41 ACRE SUBDIVISION
OUT OF THE
PHILLIP GOLDEN SURVEY NO. 17, ABSTRACT NO. 328
EDWARD FLINT SURVEY NO. 11, ABSTRACT NO. 277
TRAVIS COUNTY, TEXAS
CONTAINING
25 LOTS, 3 BLOCKS
JOB No. 1655-004-01-A520

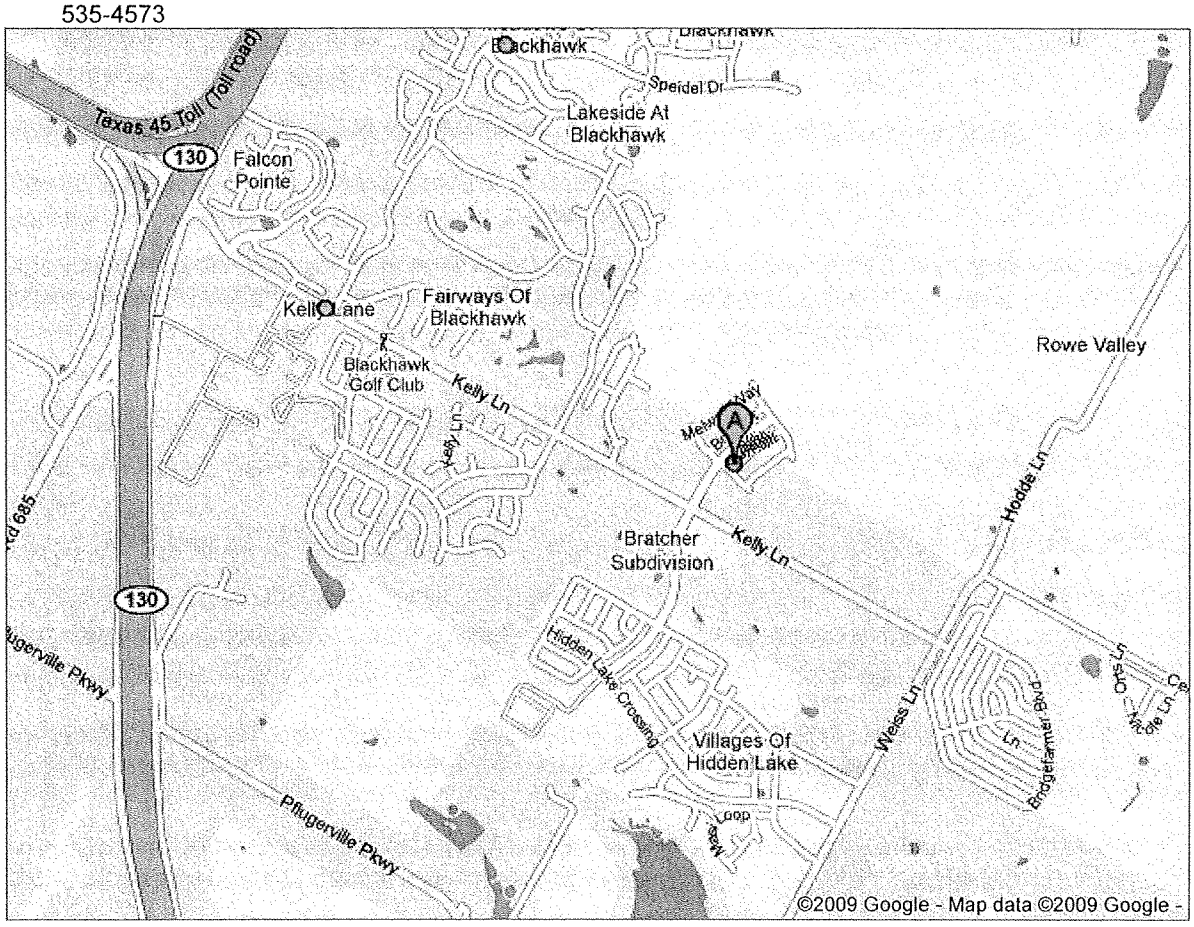
PATE SURVEYORS
HOUSTON • AUSTIN • ARLINGTON • SAN ANTONIO
7801 NORTH CAPITAL OF TEXAS HIGHWAY
SUITE 350
AUSTIN, TEXAS 78731
PH: (512) 340-0600
FAX: (512) 340-0604
WWW.PATEENG.COM

PAUL@ENGINEERS
N:\2005\2005-015-01 - Avalon Plats\Tank A500 - PLAT CALCULATION AND PREPARATION\Project Work in Progress\PHASE 7\AVALON 7A 070808.dwg Jul 17, 2008 - 3:03pm RobertG

Google maps **Avalon,**

Notes Avalon, Phases 4 and 7A. Cash Security Agreements for residential sidewalks posted by Scott Felder Homes. Commissioner Sarah Eckhardt, Precinct 2.

A. Grand Haven Homes in **Avalon**
19401 Brent Knoll Drive, Pflugerville, TX - 535-4573



19

Travis County Commissioners Court Agenda Request

Voting Session 12/29/09 (Date) Work Session _____ (Date)

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

B. Requested Text:

Notify Court of satisfactory construction of the private streets for Forest Creek, Section 39 – a subdivision in Precinct 2.

C. Approved by: _____
Commissioner Sarah Eckhardt, Precinct 2

II. A. Is backup material attached*: Yes X No_____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

Yes X No_____ Please list those contacted and their phone numbers:

Anna Bowlin AB - 854-9383 Joe Arriaga - 854-9383
Stacey Scheffel SS - 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item budget
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 DEC 17 PM 5:01

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

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: December 15, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Stacey Scheffel, Flood Plain Manager, Planning and Engineering Services SS

SUBJECT: Notify Court of satisfactory construction of the private streets for Forest Creek, Section 39 – a subdivision in Precinct 2.

Summary and Staff Recommendation:
This private street subdivision was recorded June 13, 2007 at Document #200700192. A TNR Inspector has given this subdivision Construction Approval. All other items required for Approval of Construction have been received, including the Certificate of Incorporation and Declaration of Covenants, Conditions and Restrictions, showing that there is a body in place to take over maintenance of the private roadways.

According to Standards for Construction of Streets and Drainage in Subdivisions [§82.401(c)(2)] adopted by Travis County Commissioner's Court August 28, 1997, the Executive Manager will notify the Commissioners Court of the satisfactory construction of public and private improvements. Upon approval of the private improvements, the Executive Manager will release the security for the private improvements. We recommend that all fiscal be released.

Budgetary and Fiscal Impact:
No budgetary impact. A bond posted with Travis County for this private street development will be released once Commissioners Court approves notification.

Issues and Opportunities:
This insures that not only is the private street subdivision built to public street standards, but that there is a collective body in place to maintain the streets of the subdivision for the respective residents.

Enclosures:
TNR Construction Acceptance Letter
Requirements list for Const. Approval
Maps

PS:SS:ps

1102 Forest Creek, Section 39 – The Links at Forest Creek

Last Updated 12-23-09 at 12:48 pm

CODE: 1101

RECEIVED
NOV 24 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

CONSTRUCTION ACCEPTANCE AND RECOMMENDATION FOR FISCAL RELEASE -PRIVATE STREET SUBDIVISION

DATE: **November 23, 2009**

TO:

Developer	**Engineer**
Richare Goldberg The Links @ Forest Creek, LLC 20404 Poppy Hills Trail Round Rock, TX 78664	LJA Engineering & Surveying, Inc. 5316 Hwy 290 West, Suite 150 Austin, TX 78735

SUBJECT: Forest Creek Section 39 – The links at Forest Creek

Effective this date, streets and/or drainage construction within this subdivision, appear to be in conformance with the Permitted Construction Documents. The streets of this subdivision will not be accepted for maintenance by Travis County but will be released to the Homeowners Association for maintenance.

When the Developer has furnished to Travis County all of the documents in the "Requirements for Approval of Construction – Private Street Subdivisions" (attached), the Executive Manager of Transportation and Natural Resources Department will notify the Commissioners Court of the satisfactory completion of the private streets. Upon approval of the private improvements, the Executive Manager will fully release the Security for the private improvements.

OTHER REMARKS:
See attached "Requirements for Approval of Construction"

BY: _____ 11-24-09
TNR Construction Inspector – Lucious Henderson

Paul Scoggins 11/25/09
Engineering Specialist – Paul Scoggins

1102 Fiscal File
1105 Subdivision File

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

FOREST CREEK, SECTION 39

REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PRIVATE STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

8/14/09 **1.** Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**) § 82.401(c)(1)(A) § 82.604(c)(2)

NA **2. If applicable**, a Construction Summary Report § 82.604(c)(1)

11/4/09 **3.** Contractor's invoice or receipt of payment for work completed § 82.401(c)(1)(B)

11/4/09 **4.** Reproducible Plans, certified as "**Record Drawings**", by the Owner's Consulting Engineer § 82.604(c)(3)

NA **5. If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision § 82.604(c)(5)

11/24/09 **6.** A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan) § 82.401(c)(1)(C)

11/4/09 **7. If applicable**, approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.

11/4/09 ***8.** The Certificate of Incorporation of the Homeowners Association filed with the Texas Secretary of State

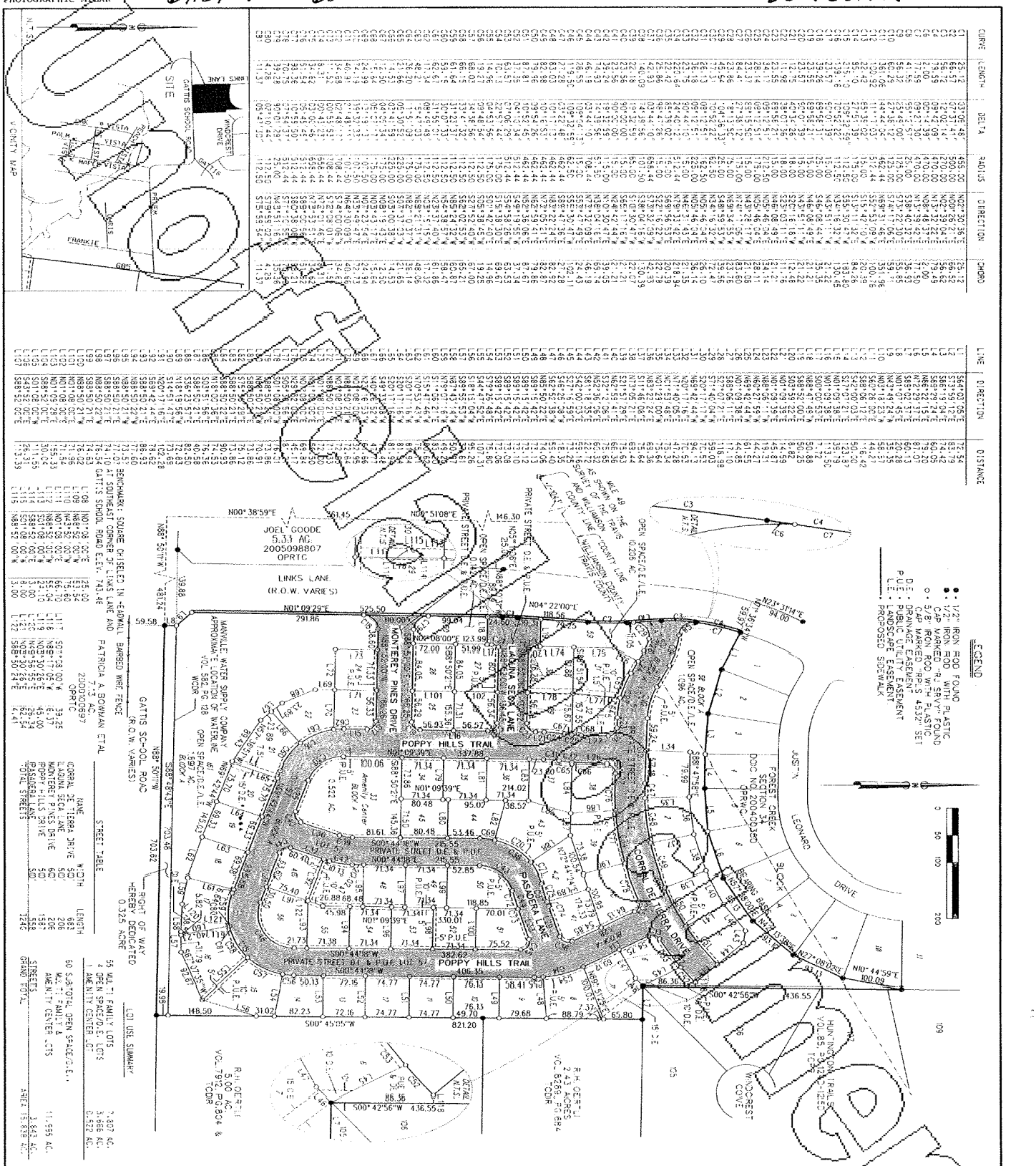
11/23/09 ***9.** The Declaration of Covenants, Conditions, and Restrictions, showing the responsibility of the homeowners association to maintain the streets and drainage, recorded in the Real Property Records of Travis County

* These two items are in lieu of warranty bond, sidewalk fiscal posting and ADA statement.

PHOTOGRAPHIC MYLAR Last Updated 12-23-09 at 12:48:00

8/13/2009

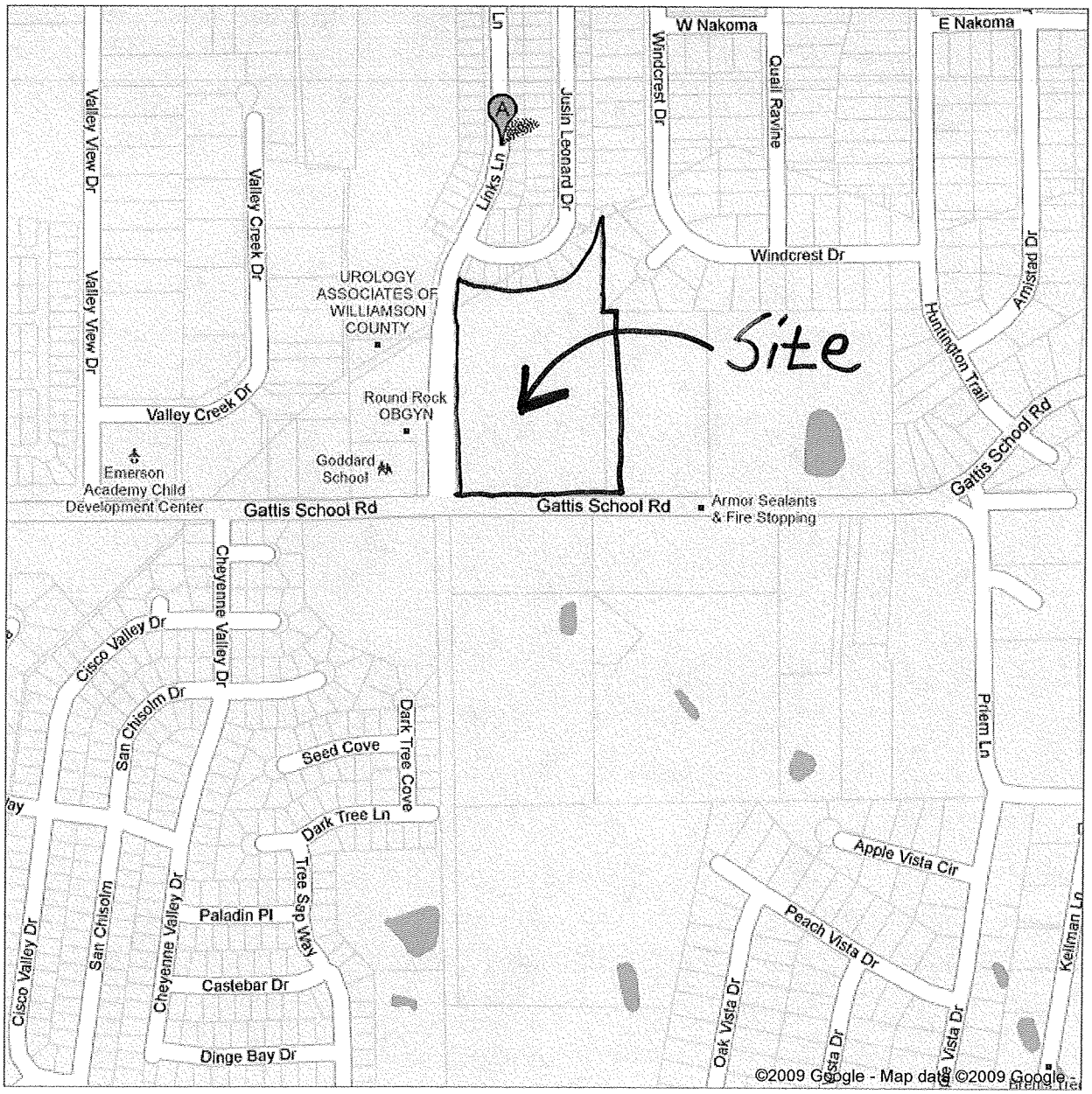
200700192



Google maps

Address **Links Ln**
Round Rock, TX 78664

Notes Forest Creek, Section 39 - The Links at Forest Creek.
Notify Court of satisfactory construction of private streets.
Commissioner Eckhardt, Precinct 2.



20

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: December 29, 2009 Work Session: _____

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

B. Requested Text:
Discuss and take appropriate action regarding proposed motion to approve License Agreement for Pirate Race Productions to hold bike races at East Metropolitan Park.

C. Approved by: _____
Ron Davis, Precinct 1 Commissioner

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

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

John Hille, County Attorney	854-9415
Tenley Aldridge, County Attorney	854-9415
Charles Bergh, Division Director, Parks	854-9408
Robert Armistead, Parks Division Manager	854-9831
Kurt Nielsen, District Manager, Parks	854-7218
Robert Davis, Park Supervisor	276-9770

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 item budget
_____Grant
Human Resources Department (854-9165)
_____A change in your department's personnel (reclassifications, etc.)
Purchasing Office (854-9700)
_____Bid, Purchase Contract, Request for Proposal, Procurement
County Attorney's Office (854-9415)
__X___Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits 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.

COUNTY JUDGE'S OFFICE
TRAVIS COUNTY
2009 DEC 11 PM 4:05

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

205 W. 9th Street, Suite 220
PO Box 1748
Austin, Texas 78767
(512) 854-9437
FAX (512) 854-6474

December 10, 2009

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: Cyclocross Bike Race at East Metro Park

Proposed Motion:
Discuss and take appropriate action regarding proposed motion to approve License Agreement for Pirate Race Productions to hold bike races at East Metropolitan Park.

Summary and Recommendation:
Pirate Race Productions has requested use of East Metro Park to host the Lone Star Cyclocross Festival. The event will be held on Saturday January 16, 2010 from 9 a.m. to 5 p.m. and Sunday January 17, 2010 from 8 a.m. to 4 p.m.

This race is the Texas State Championship Cyclocross Race and is similar to the previous races held in Travis County Parks. Competitors ride heavy-duty road bikes on short courses that consist of grass, dirt and pavement. A unique feature of cyclocross is requiring competitors to hop off their bike and carry it over obstacles, deep sand, or steep inclines.

At East Metro Park the race course will use grass and sand surfaces with a small section of the race on the paved trail. The course design maximizes the park areas without affecting amenities that will remain available to other park users during the event. (See attached course maps) The number of race participants will be capped at 150 with a maximum of 75 participants in each race.

Budgetary and Fiscal Impact:
There would be no budgetary or fiscal impact associated with this request.

Background:
This type of bike race has been held at Southeast Metro, East Metro, Webberville and Richard Moya Parks in the past. These bike races have become annual events in our parks during this time of year when normal park visitation is slow. These off-season events are a good opportunity to introduce new visitors to the many amenities at our Metro Parks.

Required Authorization:
Travis County Commissioners' Court

Attachments:
License Agreement
Race Course Maps
Liability Insurance

JPG:kn

4504 Cyclocross Bike Races

cc: John Hille, County Attorney
Charles Bergh, Division Director, Parks
Robert Armistead, Division Manager, Parks
Kurt Nielsen, District Park Manager
Dan Chapman, Chief Park Ranger
Robert Davis, Park Supervisor, East Metro Park

LICENSE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS§

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Pirate Race Productions LLC, a Texas organization ("Licensee").

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in those Travis County park known as East Metropolitan Park, the ("County Park") for the purpose of holding Licensee's Lone Star Cyclocross Festival (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to their original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its employees, agents, sponsors, contractors and suppliers, and to Event participants, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event. The License includes the following rights and privileges: (a) during the License Term, as defined in paragraph 2.1, below, the right to hold a bicycle races, which will last approximately 8 hours on Saturday, January 16, 2010 and 8 hours on Sunday, January 17, 2010, at a location to be approved in advance by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division"); (b) the

right to pass out fliers to Event attendees and participants (and to other interested County Park visitors) describing the Event and emphasizing the need to comply with County Park rules and regulations; and (c) the right to place a sufficient (as determined by the Parks Division) number of port-a-potties (portable restrooms) into the County Park so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee or its independent contractors, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including the right to place temporary signage throughout the licensed areas of the County Park; provided, however, the location and appearance of such signage shall be subject to the pre-approval of the Parks Division, as defined below. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors.

II. TERM OF LICENSE

2.1 The License is granted for two days, commencing at approximately 9:00 a.m. until approximately 5:00 p.m. on Saturday, January 16, 2010 and at approximately 8:00 a.m. until approximately 4:00 p.m. on Sunday, January 17, 2010, (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Parks. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of participating in, sponsoring, conducting or viewing the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees charged to the public.

3.2 During the License Terms, Licensee shall provide, at its own additional expense, security through employment of Travis County Park Rangers as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the

Parks Division and any and all Travis County Park Rangers), while in the County Parks.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives if such representatives, in their sole discretion, determine that such a meeting is necessary prior to commencement of the Event.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

VII. INDEMNIFICATION

7.1 **LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the

License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $600,000 per occurrence and $1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit C** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Parks at any time safety may be a concern.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee:

Andrew Stackhouse
Founder
Pirate Race Productions LLC
913 East 53rd Street
Austin, Texas 78751
(828) 719-8448
pirateraceproductions@gmail.com

If to County: Honorable Samuel T. Biscoe (or successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

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

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

13.1 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 someone appointed by the Court having 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 Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

LICENSEE:

By: Andrew C Stackhouse
Andrew Stackhouse
Title: Founder
Pirate Race Productions, LLC

Date: 12/09/2009

EXHIBIT A

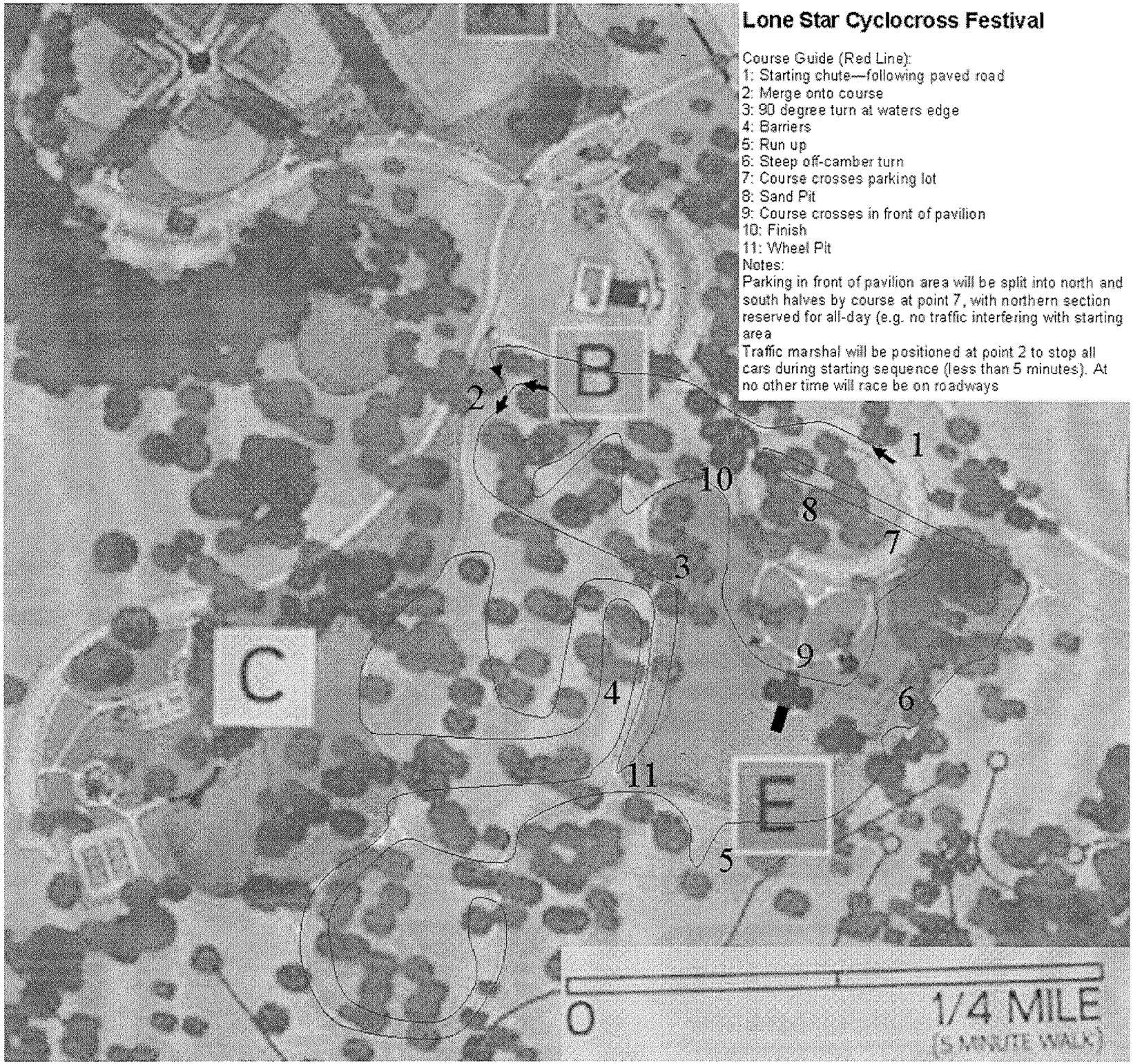
Licensed Areas in East Metropolitan Park

EXHIBIT B

INSURANCE CERTIFICATE OF LICENSEE

(to be attached)

Last Updated 12-23-09 at 12:48 pm



21

Travis County Commissioners Court Agenda Request

Voting Session: December 29, 2009 (Date) Work Session: _____ (Date)

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

B. Requested Text:

Consider and Take Appropriate Action on Reappointment of Clarke Heidrick as Travis County Appointee to the Travis County Healthcare District Board of Managers.

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

_____
Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 DEC 22 AM 10:18

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

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

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

DATE: December 22, 2009

TO: Members of the Commissioners Court

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

SUBJECT: Reappointment of Travis County Representative to Travis County Healthcare District Board of Managers

Proposed Motion:
Consider and Take Appropriate Action on Reappointment of Clarke Heidrick as Travis County Appointee to the Travis County Healthcare District Board of Managers.

Summary and Staff Recommendations:
In anticipation of the expiration of the term of Clarke Heidrick as one of Travis County's appointed representatives to the Travis County Healthcare District, Manager Heidrick has expressed interest in continuing to serve on the Board. Staff recommends the Court accept the enclosed statement of interest and Personal Financial Statement and reappoint Manager Heidrick to the District's Board of Managers. Staff further requests that the Court direct that the completed statement be filed with the Travis County Clerk in accordance with Chapter 159 of the Local Government Code.

Background
Pursuant to Section 281.021(d) of the Texas Health and Safety Code, the Travis County Commissioners Court is responsible for selecting and appointing four members of the Travis County Healthcare District Board of Managers. A fifth Manager is selected by the Court jointly with the City of Austin

The original board members began their terms on August 2, 2004. The bylaws adopted by the Board of Managers provide that new terms will begin on January 1 of each year. The Board's bylaws provide that the Managers will serve until their re-appointment or the selection of their successor.

Current members of the Travis County Healthcare District Board of Managers are:

- Chairperson, Thomas Coopwood, M.D. - City Appointee
- Vice-Chairperson, Rosie Mendoza - City Appointee
- Secretary Bobby Barker - City Appointee
- Treasurer Frank Rodriguez - County Appointee
- **Manager Clarke Heidrick - County Appointee – Term expiring**
- Manager Donald Patrick - County Appointee
- Manager Katrina Daniel - County Appointee
- Manager Brenda Coleman-Beattie - County Appointee
- Manager Anthony Haley – Joint City/County Appointee

(Managers with terms expiring are in bold.)

cc: Stacy Wilson, Attorney, Travis County Healthcare District
Trish Young Brown, CEO, Travis County Healthcare District

December 21, 2009

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

Honorable Ron Davis
Commissioner, Precinct One
P. O. Box 1748
Austin, Texas 78767

Honorable Sarah Eckhardt
Commissioner, Precinct Two
P. O. Box 1748
Austin, Texas 78767

Honorable Karen Huber
Commissioner, Precinct Three
P. O. Box 1748
Austin, Texas 78767

Honorable Margaret Gómez
Commissioner, Precinct Four
P. O. Box 1748
Austin, Texas 78767

Re: Request for Re-appointment to the Travis County Healthcare District Board of Managers

Dear Judge Biscoe and Commissioners:

I have been honored to serve on the Travis County Healthcare District Board of Mangers since the Commissioners Court appointed me in 2004. I appreciate the trust and confidence that the Court placed in me both when initially appointing me and then in re-appointing me to a second term in 2005. I hope that the Court believes that I have fulfilled my duties in a way that justifies that trust and confidence. If that is in fact the case, I am requesting that the Court re-appoint me to the Board of Managers.

I have been proud of the accomplishments that the District has made since August of 2004, including the successful transition of the Community Health Centers and their 450 employees out of the City of Austin to a non-profit corporation, CommUnityCare; increased funding for and access to mental health services; and important successes in regional collaboration to improve the efficiency and efficacy of health care delivery. With the successful completion of its fifth full fiscal year and the development of meaningful relationships with its partners, I believe that the District is poised to take advantage of future opportunities, and I would like to be part of accomplishing the District's continuing mission.

Thank you again for the confidence you have placed in me. I appreciate your consideration of my request for re-appointment to the Board. Please let me know if you have any questions or need additional information.

Sincerely,

Clarke Heidrick

cc: Sherri Fleming, Executive Manager
Travis County Health and Human Services and Veterans Services

23

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

COUNTY JUDGE'S OFFICE
09 DEC 22 AM 10:25

Please consider the following item for:

12-29-09

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

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

a) Grant application to Office of the Governor, Division of Emergency Management for the FY10 Emergency Management performance grant.

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

12/29/2009

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2010

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

Dept	Grant Title	Grant Period	Grant Award	County Match	In-Kind	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #	ARRA
Applications											
47	Emergency Management Performance Grant	10/1/2009 - 9/30/2010	$67,200	$67,200		$134,400		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
37	Recovery Act - STOP Violence Against Women Act	4/1/2010 - 3/31/2011	$64,599			$64,559	1	12/22/2009
			$6,017,460	$1,220,894	$40,000	$7,278,314	1	

Last Updated 12-23-09 at 12:48 pm

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	

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
58	Casey Family Programs Community and Family Reintegration Project	$9,726	$9,726	$19,452	1	$40,169	1/1/2010 - 12/31/2010	
	Totals	$28,888	$28,888	$57,776	4			

Last Updated 12-23-09 at 12:48 pm

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

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

Grant Contracts approved by Commissioners Court		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	$ 375,000	$ 250,000	$ 250,000	$ 375,000	$ 125,000	$ 500,000	$ -	$ 625,000	$ -	$ 625,000		$ 625,000
Criminal Justice Planning	Office of Parental Representation. *County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and potential savings.*	$ 300,000	$ 307,743	$ 100,000	$ 102,360	$ 50,000	$ 152,360	$ -	$ 152,360	$ -	$ 152,360	$ -	$ 152,360
Criminal Justice Planning	Office of Child Representation. *County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and potential savings.*	$ 300,000	$ 301,812	$ 100,000	$ 102,358	$ 50,000	$ 152,359	$ -	$ 152,359	$ -	$ 152,359	$ -	$ 152,359
Facilities Management	**Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a $1.2 million County contribution in FY 10 to complete project.**		$ -	$ 2,207,900	$ 1,292,000		$ -		$ -		$ -		$ -
Travis County Sheriff's Office	**2009 Byrne Justice Assistance Grant (ARRA). *One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.***	$ -	$ -	$ 123,750	$ -	$ 165,000	$ -	$ 165,000	$ -	$ -	$ -		$ -
Community Supervision and Corrections	**Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) *Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.***	$ -	$ -	$ 143,750	$ -	$ 143,750	$ -	$ -	$ -	$ -	$ -	$ -	$ -
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. *Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.*	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -
Transportation and Natural Resources	**Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated $13,741 contribution from the Road and Bridge Fund.**	$ -	$ -	$ 687,047	$ -	$ -	$ -	$ -	$ -	$ -	$ -		

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
	Totals	**$ 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**

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	$1,733,627
Combined Totals	**$ 3,070,731**	**$ 1,161,189**	**$ 11,354,940**	**$ 2,535,626**	**$5,190,957**	**$ 1,210,059**	**$ 2,502,586**	**$ 1,410,059**	**$ 1,754,377**	**$ 1,957,507**	**$1,490,480**	**$2,240,379**

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

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

Outstanding Grant Applications

		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	**Travis County Information Management Strategy for Criminal Justice (ARRA).** ***Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration and Manor Police Department).***	$ -	$ -	$ 877,234	$ -	$ -	$ 26,432	$ -	$ 26,432	$ -	$ 26,432		$ 26,432
Criminal Justice Planning	**National Initiatives: Adjudication Program (ARRA)** ***This grant is for 18 months of funding for an attorney and caseworker in the Mental Health Public Defender's Office. Travis County would be expected to continue this program after grant funding has ended.***	$ -	$ -	$ 150,000	$ -	$ 75,000	$ 75,000	$ -	$150,000	$ -	$ 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. *Includes 2 Grant FTE and may require a $82,865 County contribution in FY 13 and the full impact of $130,350 in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.*	$ -	$ -	$ 122,222	$ -	$ 125,470	$ -	$ 130,350	$ -	$ 46,937	$ 47,448	$ -	$ 130,350
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from CSAT. *Application must be submitted each year. Resources for treatment services and staff training. Full impact potential in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.*	$ -	$ -	$ 199,820	$ -	$ 199,820	$ -	$ 199,766	$ -	$ 199,970	$ -	$ -	$ 199,970
Facilities Management	**American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation.** ***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.***	$ -	$ -	$2,000,000	$ 360,000	$ -	$ -	$ -	$ -	$ -	$ -		$ -
	Totals		$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: ☒	Permission to Continue: ☐
	Contract Approval: ☐	Status Report: ☐

Department/Division:	Travis County Emergency Services
Contact Person/Title:	Pete Baldwin
Phone Number:	512-974-0472

Grant Title:	Emergency Management Performance grant			
Grant Period:	From:	10/1/2009	To:	9/30/2010
Grantor:	FEMA/Governor's Division of Emergency Management			
American Recovery and Reinvestment Act (ARRA) Grant			Yes: ☐	No: ☒

Check One:	New: ☐	Continuation: ☒	Amendment: ☐
Check One:	One-Time Award: ☒	Ongoing Award: ☐	
Type of Payment:	Advance: ☐	Reimbursement: ☒	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	***County Match***	In-Kind	**TOTAL**
Personnel:	$67,200			$67,200		$134,400
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	$67,200	$0	$0	$67,200	$0	$134,400
FTEs:						0.00

Department	Review	Staff Initials	Comments
County Auditor	☒	EH	
County Attorney	☒	JC	

Performance Measures	**Projected FY 10**	**Progress To Date:**				**Projected FY 11**
Applicable Depart. Measures	**Measure**	12/31/09	3/31/10	6/31/10	9/30/10	**Measure**
Assist Cities/Agencies	30	10	12	13	14	30
EM Training Provided	10	3	5	7	8	10
Drills/Activations	8	0	2	2	3	6
Measures For Grant						
See attached Work Plan						
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

PBO recommends approval of the application. The grant match is satisfied by the salaries of two existing employees, no additional General Fund obligations are required.

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

The Emergency Mangement Performance Grant (EMPG) has been received by Travis County OEM for the past twelve years. The purpose of the grant is to help pay for emergency management activities. The Travis County OEM has maintained State and Federal requirements to keep the program in compliance. The work plan that is associated with the EMPG incorporates what is being done at this time. The EMPG enhances the existing Travis County OEM program. In pevious years Travis County OEM received the amounts between $58,000 and $67,2000. However the FY10 allocation will depend on the federal program funding availablity.

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

There are no long term funding requirements.

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

The EMPG is a 50-50 match that is reimbursed after expenditures. Travis County uses the budgeted salaries of the two OEM FTEs as the match.

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

The EMPG states "In order to be allowable, indirect costs must be covered by an approved cost allocation plan. Salaries and administrative expenses of performing audits and eligible costs that cross program lines for programs authorized by the Federal Civil Defense Act of 1950, as amended, but which are not covered by a cost allocation plan, may be charged under the EMPG Program as direct 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.

The Travis County OEM is funded under normal budget procedures and would not be discontinued with the loss of the EMPG.

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

The EMPG is an enhancement of an existing program.

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 EMPG allows Travis County to meet costs associated with a new shared Emergency Operations Center without requesting appropriations from the general fund and to acquire needed equipement and support services. This will assist Travis County OEM in meeting the performance measures for providing emergency management planning activities.

FISCAL YEAR 2010
EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION

1. APPLICANT NAME (Jurisdiction): **Travis County**

2. COUNTY: Travis | **3. DISASTER DISTRICT: 6B**

4. EMPG STATUS: ☒ Current EMPG Program participant ☐ New EMPG Program applicant

5. PROGRAM PARTICIPANTS: (*List all jurisdictions that are participants in your emergency management program. Identify any jurisdictions that have **joined or withdrawn** from your program in the last year)* Bee Cave, Creedmoor, Point Venture, Village of Webberville, Volente, Jonestown, Lago Vista, Manor, Mustang Ridge, Pflugerville, Rollingwood, San Leanna, Sunset Valley, The Hills, West Lake, City of Lakeway.

6. CHECKLIST OF APPLICATION ATTACHMENTS: (See the FY 2010 *Emergency Management Performance Grant (EMPG)Guide* for information on completing these forms)

- ☒ Designation of Grant Officials (TDEM-17B)
- ☒ Statement of Work & Cumulative Progress Report (TDEM-17A) - This form shall be signed by the EMC
- ☒ Application for Federal Assistance (TDEM-67) -The Authorized Official shall sign this form
- ☒ EMPG Staffing Pattern (TDEM-66) - The Authorized Official shall sign this form
- ☒ EMPG Staff Job Description (TDEM-68) - *A **current** job description is required for each staff member listed in the FY 2010 EMPG Staffing Pattern (TDEM-66)*
- ☒ FEMA Form 20-16 Summary Sheet for Assurances & Certifications - Shall be signed by an Authorized Official
  Attached:
  - ☐ FEMA Form 20-16A, Assurances -- Non-Construction Programs
  - ☐ FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension, & Other Responsibility Matters; and Drug-Free Workplace Requirements
- ☒ FEMA Form SF LLL, Disclosure of Lobbying Activities - Signed by the Authorized Official *required **only** if the applicant performs lobbying to influence **federal** actions*
- ☒ Direct Deposit Authorization (form 74-146) ***or*** Application for Payee ID Number (form AP-152) - The Grant Financial Officer shall sign this form
- ☒ Travel Policy Certification (TDEM-69) - The Grant Financial Officer shall sign this form

7. CERTIFICATION: *This Application, together with the approved EMPG Statement of Work & Cumulative Progress Report (TDEM-17A), constitutes the annual work plan for the emergency management program whose participants are listed above. The undersigned agree to exert their best efforts to accomplish all activities listed in the Statement of Work & Cumulative Progress Report approved by the Texas Division of Emergency Management.*

Authorized Official *(Original Signature)*	Date	Emergency Management Coordinator *(Original Signature)*	Date
		Douglas R. Baker	12.15.09

TDEM USE ONLY

8. APPROVAL: *The attached Fiscal Year 2010 Statement of Work & Cumulative Progress Report is approved*

☐ Assistant Director/Chief — Date

☐ State Coordinator for Preparedness and Operations

TDEM-17
11/09

Mail completed forms and application materials to:

EMPG Program Administrator
Preparedness Section
Texas Division of Emergency Management
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0223

FISCAL YEAR 2010
DESIGNATION OF EMPG GRANT OFFICIALS

APPLICANT NAME (Jurisdiction): Travis County	
EMERGENCY MANAGEMENT COORDINATOR*	
NAME	☒ Mr. ☐ Ms. Pete Baldwin *If newly appointed attach form DEM-147
Official Mailing Address	Travis County Department of Emergency Services P.O. Box 1748 Austin, TX 78767
Daytime Phone Number	(512) 974-0472
Fax Number	(512) 974-0499
E-mail Address	pete.baldwin@co.travis.tx.us
GRANT FINANCIAL OFFICER (CANNOT BE EMC)	
NAME	☐ Mr. ☒ Ms. Susan Spataro
Title	Travis County Auditor
Official Mailing Address	Travis County Auditor P.O. Box 1748 Austin, TX 78767
Daytime Phone Number	(512) 854-9125
Fax Number	(512) 854-9164
E-mail Address	Susan.Spataro@co.travis.tx.us
AUTHORIZED OFFICIAL (MAYOR, COUNTY JUDGE, CITY MANAGER)	
NAME	☒ Mr. ☐ Ms. Samuel T. Biscoe
Title	Travis County Judge
Official Mailing Address	Travis County Judge P.O. Box 1748 Austin, TX 78767
Daytime Phone Number	(512) 854-9555
Fax Number	(512) 854-9535
E-mail Address	Sam. Biscoe@co.travis.tx.us

FISCAL YEAR 2010
EMPG STATEMENT OF WORK & CUMULATIVE PROGRESS REPORT

APPLICANT NAME (Jurisdiction): Travis County				
Document	**Submitted By**	**Date**	**TDEM Review By**	**Date**
Statement of Work	S. Moore-Guajardo	12/15/09		
Progress Report #1				
Progress Report #2				

TASK 1—WORK PLAN & SEMIANNUAL PROGRESS REPORT

☒ Work Plan	Our jurisdiction will submit an EMPG Application, two Progress Reports, two Staffing Commitment Certifications, and four Quarterly Financial Reports Our jurisdiction has appointed a NIMSCAST point of contact, established a NIMSCAST account, and is 100% compliant with FY 2009 NIMSCAST objectives and metrics
☐ Progress Report #1	☐ This Progress Report # 1 is being submitted to the TDEM Preparedness Section ☐ First & Second Quarter Financial Reports have been submitted to TDEM Support Services
☐ Progress Report #2	☐ This Progress Report # 2 is being submitted to the TDEM Preparedness Section ☐ Third & Fourth Quarter Financial Reports have been submitted to TDEM Support Services

TASK 2—LEGAL AUTHORITIES FOR EMERGENCY MANAGEMENT PROGRAM

☒ Work Plan	Our jurisdiction will maintain current legal documents establishing our emergency management program ☒ Our NIMSCAST account is 100% compliant with all objectives and metrics ☒ Our TRRN registration completed and resources entered ☒ Our legal documents are current & on file with TDEM; no additional action is required ☐ Our jurisdiction will prepare or update & submit to TDEM: ☐ Commissioner's Court Order # ☐ City Ordinance(s) for: ☐ Updated Joint Resolution dated: ☐ NIMS Adoption dated:
☐ Progress Report #1 October 1 – March 31	☐ Our NIMSCAST account is 100% compliant with all objectives and metrics ☐ Our TRRN registration completed and resources entered ☐ Our legal documents are current & on file with TDEM, no additional action is required ☐ Our jurisdiction completed & submitted to TDEM: ☐ Commissioner's Court Order # ☐ City Ordinance(s) for: ☐ Updated Joint Resolution dated: ☐ NIMS Adoption dated:
☐ Progress Report #2 April 1- September 30	☐ Our NIMSCAST account is 100% compliant with all objectives and metrics ☐ Our TRRN registration completed and resources entered ☐ Our legal documents are current & on file with TDEM, no additional action is required ☐ Our jurisdiction completed & submitted to TDEM: ☐ Commissioner's Court Order # ☐ City Ordinance(s) for: ☐ Updated Joint Resolution dated: ☐ NIMS Adoption dated:

Mail completed form to:

EMPG Program Administrator
Preparedness Section
Texas Division of Emergency Management
Texas Department of Public Safety
P O Box 4087
Austin, TX 78773-0223

TASK 3—PUBLIC EDUCATION/INFORMATION	
☒ Work Plan	☐ Option 1: Our jurisdiction will conduct 30 hours of hazard awareness activities for local citizens **OR** ☒ Option 2: Our jurisdiction will prepare & distribute public education/information materials to a substantial portion of the community. In the space below, **describe the materials to be distributed**: Travis County OEM sponsored the month of July in the City of Austin's 2010 Home Safety Calendar providing safety recommendations associated with the use of Fireworks. 16,000 calendars will be printed and distributed.
☐ Progress Report #1 October 1 – March 31	☐ Our jurisdiction completed the following hazard awareness or public education/information activities:
☐Progress Report #2 April 1 – September 30	☐ Our jurisdiction completed the following hazard awareness or public education/information activities:

TASK 4—EMERGENCY MANAGEMENT PLANNING DOCUMENTS	
☒ Work Plan	☒ Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance ☒ Our emergency management plan and all annexes are current and NIMS compliant ☒ We will develop, update, or change these planning documents: ☒ Basic Plan Annexes: ☐A ☐B ☒C ☐D ☐E ☐F ☐G ☐H ☒I ☐J ☐K ☒L ☐M ☐N ☐O ☒P ☒Q ☐R ☐S ☐T ☒U ☒V ☐ Other documents: ***NOTE:*** *Plans & annexes dated prior to September 30, 2005, must be revised or updated this year.* ***All Plans and Annexes must be NIMS compliant.***
☐ Progress Report #1 October 1 – March 31	☐ Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance ☐ Our emergency management plan and all annexes are current and NIMS compliant ☐ We updated by revision or change these planning documents: ☐ Basic Plan Annexes: ☐A ☐B ☐C ☐D ☐E ☐F ☐G ☐H ☐I ☐J ☐K ☐L ☐M ☐N ☐O ☐P ☐Q ☐R ☐S ☐T ☐U ☐V ☐Other documents:
☐ Progress Report #2 April 1 – September 30	☐ Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance ☐ Our emergency management plan and all annexes are current and NIMS compliant ☐ We updated by revision or change these planning documents: ☐ Basic Plan Annexes: ☐A ☐B ☐C ☐D ☐E ☐F ☐G ☐H ☐I ☐J ☐K ☐L ☐M ☐N ☐O ☐P ☐Q ☐R ☐S ☐T ☐U ☐V ☐ Other documents:

TASK 5—EXERCISE PARTICIPATION & SCHEDULE

☒ Work Plan

Our required three-year exercise schedule is listed below
Our jurisdiction will conduct & report participation in a tabletop exercise and a functional or full-scale exercise this fiscal year or obtain exercise credit for actual events for these exercises
☐ Our required exercise schedule includes make up exercises from FY _____

NOTE: *A Full-Scale exercise must be conducted every three (3) years.*

REQUIRED EXERCISE SCHEDULE

Period	Exercise Type	Exercise Scenario*	Quarter of Year
Fiscal Year **2010** (October 1, 2009 - September 30, 2010)	☒ Tabletop	☒ NH ☐ TH ☐ NS ☐ TR ☐ HM	☐ 1 ☒ 2 ☐ 3 ☐ 4
	☐ Functional	☐ NH ☐ TH ☐ NS ☐ TR ☐ HM	☐ 1 ☐ 2 ☐ 3 ☐ 4
	☒ Full-Scale	☐ NH ☐ TH ☐ NS ☒ TR ☐ HM	☒ 1 ☐ 2 ☐ 3 ☐ 4
Fiscal Year **2011** (October 1, 2010 - September 30, 2011)	☒ Tabletop	☒ NH ☐ TH ☐ NS ☐ TR ☐ HM	☐ 1 ☒ 2 ☐ 3 ☐ 4
	☐ Functional	☐ NH ☐ TH ☐ NS ☐ TR ☐ HM	☐ 1 ☐ 2 ☐ 3 ☐ 4
	☒ Full-Scale	☒ NH ☐ TH ☐ NS ☐ TR ☐ HM	☐ 1 ☐ 2 ☒ 3 ☐ 4
Fiscal Year **2012** (Octo9ber 1, 2011 – September 30, 2012)	☒ Tabletop	☒ NH ☐ TH ☐ NS ☐ TR ☐ HM	☐ 1 ☒ 2 ☐ 3 ☐ 4
	☒ Functional	☐ NH ☐ TH ☐ NS ☒ TR ☐ HM	☐ 1 ☐ 2 ☒ 3 ☐ 4
	☐ Full-Scale	☐ NH ☐ TH ☐ NS ☐ TR ☐ HM	☐ 1 ☐ 2 ☐ 3 ☐ 4

Our last Full-Scale exercise was conducted on (date): Nov. 7, 2008 Scenario*: TR

*Scenarios: NH=Natural Hazard, TH=Technological Hazard, NS=National Security, TR=Terrorism, HM=Public Health or Medical

☐ Progress Report #1

October 1 – March 31

We conducted the following exercises and provided documentation to TDEM:

Exercise	Date	# of Participants	# of Jurisdictions
☐ Tabletop ☐ Functional ☐ Full-Scale			
☐ Tabletop ☐ Functional ☐ Full-Scale			
☐ Tabletop ☐ Functional ☐ Full-Scale			

☐ Our jurisdiction completed NO exercise and did not request credit for an actual event
☐ Our jurisdiction requested functional or full-scale exercise credit for an actual event on _____ and our request ☐ is pending ☐ was approved and documentation of approval is attached

☐ Progress Report #2

April 1 – September 30

We conducted the following exercises and provided documentation to TDEM:

Exercise	Date	# of Participants	# of Jurisdictions
☐ Tabletop ☐ Functional ☐ Full-Scale			
☐ Tabletop ☐ Functional ☐ Full-Scale			
☐ Tabletop ☐ Functional ☐ Full-Scale			

☐ Our jurisdiction completed NO exercise and did not request credit for an actual event
☐ Our jurisdiction requested functional or full-scale exercise credit for an actual event on _____ and our request ☐ is pending ☐ was approved and documentation of approval is attached

TASK 6—TRAINING FOR EMERGENCY MANAGEMENT PERSONNEL

☒ Work Plan

EMPG-funded emergency management personnel will participate in the following training during FY 2010:

Position/Name	Course Name or Number
EMC/Pete Baldwin	G-628 Infrastructure Damage Assmnt.
EMC/Pete Baldwin	G-720 Mitigation Grants
Asst. EMC/Stacy Moore-Guajardo	G-202 Debris Management
Asst. EMC/ Stacy Moore-Guajardo	G-975 EOC/ICS Interface
Emergency Planner/Tanner Hunt	G-202 Debris Management
Emergency Planner/Tanner Hunt	G-703 Resource Management

☐ Progress Report #1

October 1 – March 31

Emergency management personnel completed the following training and documentation is attached:

Position/Name	Course Name or Number	Date Completed

☐ Progress Report #2

April 1 – September 30

Emergency management personnel completed the following training and documentation is attached:

Position/Name	Course Name or Number	Date Completed

TASK 7—EMERGENCY MANAGEMENT TRAINING FOR OTHER PERSONNEL

☒Work Plan	Our jurisdiction will conduct or arrange emergency management related training for elected officials, other local officials, & support agencies.
☐ Progress Report #1 October 1 – March 31	**The following formal training courses were taught or contracted:** **Date** | **Course Title** | **Class Description** | **# Trained**
☐Progress Report #2 April 1 – September 30	**The following formal training courses were taught or contracted:** **Date** | **Course Title** | **Class Description** | **# Trained**

TASK 8—EMERGENCY MANAGEMENT ORGANIZATIONAL DEVELOPMENT

☒Work Plan	Our jurisdiction will participate in the following emergency management organizational development activities: GDEM Annual Conference(s) EMAT Annual Meeting
☐ Progress Report #1 October 1 – March 31	Our jurisdiction completed the following staff development activities:
☐Progress Report #2 April 1 – September 30	Our jurisdiction completed the following staff development activities:

APPLICANT NAME:

REMARKS
(Use an Additional Sheet if Necessary)

FISCAL YEAR 2010
APPLICATION FOR FEDERAL ASSISTANCE

(Instructions on Reverse)

NAME OF PROGRAM/ ASSISTANCE: EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)	1. CFDA NUMBER: 97.042	2. APPLICANT STATUS: New Applicant ☐ Renewal ☒
3. FEDERAL FISCAL YEAR: FY 2010	4. START DATE: OCTOBER 1, 2009	5. END DATE: SEPTEMBER 30, 2010

6. APPLICANT INFORMATION

a. Legal Name of Applicant Organization (as it appears on the EMPG Application (TDEM-17): Travis County Emergency Management	b. Name & Telephone Number of Emergency Management Coordinator: Pete Baldwin (512)-974-0472
c. Mailing Address: P.O. Box 1748 Austin, TX 78767 Employer Identification Number/Tax ID# **74-6000192**	d. Physical Address (if different from Mailing Address): CTECC 5010 Old Manor Road Austin, TX 78723

7. EMPG PERSONNEL SUMMARY (include only those staff that will be paid with EMPG funds):

a. Number of EMPG Staff & Percentage of Time Worked in Emergency Management Duties:

	# Staff	Percent	# Staff	Percent	# Staff	Percent
1) Full Time:	3	100%				
2) Part Time						

b. Total Number of EMPG-Funded Personnel **3**

8. ESTIMATED EXPENSES:

a. Salary & Benefits (from line 18, form TDEM-66)	**260,290.62**
b. Travel Expenses (from line 19 form TDEM-66)	**3,000**
c. Other Expenses (from section 11 on reverse)	**1,714.00**
d. Total Expenses (A + B + C)	**265,004.62**
e. Federal Share (D x .50)	**132,502.31**

9. CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.

a. Typed Name of Authorized Official:	Samuel T. Biscoe
b. Title of Authorized Official:	Travis County Judge
c. Original Signature of Authorized Official:	
d. Date Signed:	

INSTRUCTIONS

1. Except as indicated below, entries are self-explanatory.
2. Item 7A: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the EMPG Program Application (TDEM-17).
3. Item 8A: Indicate the number of full-time employees who work specific percentages of time in emergency management duties. Example: 1 staff @ 100 percent, 2 staff @ 50 percent. Also indicate the number of part-time employees. Include only staff members whose salary and benefits will be supported by EMPG funding. The data in this section should agree with the information included on the EMPG Staffing Pattern (TDEM-66).
4. Item 10 A, B, & C. This form must be signed by an Authorized Official, who is a person authorized by the governing body of the jurisdiction to apply for grants and accept grants and execute agreement and contracts on behalf of the jurisdiction. Authorized Officials are County Judges, Mayors, and many City Managers – ***not*** Emergency Management Coordinators.

11. OTHER ALLOWABLE EXPENSES:

Describe the other allowable expenses of your emergency management program that you are requesting be supported by EMPG funding and provide an estimate of the amount of those expenses. These costs must comply with 2 CFR, Part 225, *Cost Principles for State. Local, and Indian Tribe Governments* (OMB Circular A-87). **Salaries and expenses for elected officials are not allowed**. Any proposed expenditure in the amount of $5,000.00 or more must be listed in this section. Continue on a separate sheet if necessary. Transfer the Total calculated below to line 9c on the front of this form. To determine if an expense is allowable under the EMPG program, refer to the DHS Authorized Equipment List (AEL) available on the Responder Knowledge Base at https://www.rkb.us/contentdetail.cfm?content_id=210237&GetAELSELCats=1. You must be a registered user to access this listing.

Specific Description of Expense (**Descriptions must be specific** – do not use broad or general categories, such as operating or administrative expenses)	**Estimated Amount**
Rental Cost for Copier in Austin/Travis County EOC	$1,714.00
Total	$1,714.00

FISCAL YEAR 2010
EMPG STAFFING PATTERN

1. APPLICANT NAME (as it appears on EMPG Application): Travis County				2. COUNTY: Travis			
3. FULL-TIME EMPLOYEES (including those who work all or only a portion of their time in emergency management duties)		4. Gross Annual Salary	5. Gross Annual Benefits	6. Gross Salary & Benefits (4+5)	7. % Work in EM Duties	8. Salary & Benefits for EM (6x7)	9. Est. EM Travel Costs
Name: **Pete Baldwin** / Position: **EMC**		88,599	26,603.82	115,202.82	100%	115,202.82	1,000
Name: **Stacy Moore-Guajardo** / Position: **Asst. EMC**		66,939	20,879.77	87,818.77	100%	87,818.77	1,000
Name: **Tanner Hunt** / Position: **Emergency Planner**		41,606	15,663.03	57,269.03	100%	57,269.03	1,000
Name: / Position:							
Name: / Position:							
Name: / Position:							
A. SUBTOTAL		**197,144**	**63,146.62**	**260,290.62**	**100%**	**260,290.62**	**3,000**
10. PART-TIME EMPLOYEES	11. % of Full Time	12. Gross Annual Salary	13. Gross Annual Benefits	14. Gross Salary & Benefits (12+13)	15. % Work in EM Duties	16. Salary & Benefits For EM (14x15)	17. Est. EM Travel Costs
Name: / Position:							
Name: / Position:							
Name: / Position:							
Name: / Position:							
Name: / Position:							
Name: / Position:							
B. SUBTOTAL							
TOTAL Add Subtotals in A & B above						18. **260,290.62**	19. **3,000**
CERTIFICATION: *I certify that no individual listed above holds an elected office.*							
Signature of Authorized Official:	Douglas K. Baldwin						
Date Signed:	12-15-09						

TDEM-66
11/09

EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Travis County
Staff Member Name	Pete Baldwin
Position Title	Emergency Management Coordinator
Description Prepared By	Travis County Human Resources
Date Prepared	

JOB DESCRIPTION

(If you have an existing job description which provides the information requested below, fill out the header data above and attach the existing description to this form)

A. Provide a general description of the duties performed by this staff member.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.

Retain a copy of this description for future use.

Travis County Human Resources Management Department
Job Description

Job Title: Emergency Mgmt Coord **Job Code: 24245** **Pay Grade: 24** **Effective Date: 09/16/04**

SUMMARY OF FUNCTION:

Develops, coordinates, implements, manages and monitors the Travis County Emergency Operations Plan to meet local, state and federal requirements. Works with other departments and agencies to prepare for emergencies. Advises Commissioners Court, Elected Officials, Appointed Officials and department heads on status of response and recovery operations. Represents Travis County on local, regional and state emergency management issues. Coordinates response and recovery activities during disasters.

DISTINGUISHING CHARACTERISTICS:

This is in a Public Safety/Emergency Management series of job classifications. This classification supervises the emergency management program. This classification is distinguished by the incumbent's focus on the emergency management program being coordinated, rather than having responsibility for the entire work unit. This classification requires a flexible work schedule to meet the needs of the department. This classification requires a flexible work schedule during a state of emergency.

EXAMPLES OF WORK PERFORMED:

	Essential (E) or Non-Essential (N)
• Coordinates development and implementation of departmental and countywide emergency option plans. Coordinates initial and ongoing assessments of risks and services necessary to assure that any interruption of county services is minimized.	E
• Coordinates development of internal emergency operating procedures and action plans. Manages the test plan elements and disaster exercises.	E
• Facilitates involvement of regional and county agencies in coordinating and planning committees for disaster preparedness, response and recovery.	E
• Develops and monitors department annual budget, including grants.	E
• Responds to Emergency Operations Center when notified of emergency conditions. Directs the response and recovery efforts of Travis County during disasters. Advises Commissioners Court, Elected Officials, Appointed Officials and department heads on status of response and recovery operations.	E
• Attends training programs, including required and optional courses. Provides emergency management training to departments and other agencies. Represents county at various meetings with other agencies.	E
• Performs other job-related duties as assigned.	N

QUALIFICATION REQUIREMENTS:

Education and experience equivalent to:

Bachelor's degree in Emergency Management, Public Administration, Business Management, Criminal Justice or a directly related field AND five (5) years of directly related increasingly responsible managerial experience in the public safety field that may include emergency management, fire service, law enforcement, or emergency medical services; industrial safety, business or government continuity planning, or related field, including three (3) years of mid- to senior level supervisory experience or management experience.

Preferred:

Completion of Professional Development Series Course from FEMA.

License:

Possession of a valid Texas Driver's License.

Travis County Human Resources Management Department
Job Description

Job Title: Emergency Mgmt Coord **Job Code: 24245** **Pay Grade: 24** **Effective Date: 09/16/04**

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Public administration and governmental agencies.
- Legislative process.
- National Incident Management System.
- Principles of emergency management administration.
- Policies, practices, procedures and terminology.
- Federal, State, Local, and County applicable laws, rules and regulations, codes, and guidelines.
- State and Federal regulatory or administrative requirements and practices.
- Standard business management theory, principles, practices, and techniques.
- Management and supervisory principles, practices and techniques.
- Budgetary and fiscal process.
- Supervisory principles, practices and techniques.
- Online computer searching, and internet.
- Computer equipment to include word processing, windows, spreadsheets and databases.
- Business letter writing, grammar and punctuation and report preparation.

Skill in:

- Researching and analyzing emergency management related issues.
- Supervising others, including team building.
- Meeting emergencies.
- Research, analysis, compiling, preparing and presenting technical data/information and reports.
- Explaining complicated technical problems in simple non-technical language.
- Facilitating cooperative group decision making among diverse organizations and individuals.
- Planning and organizing work assignments.
- Problem solving and decision-making.
- Public speaking and content delivery.
- Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:

- Supervise work of staff members.
- Communicate effectively.
- Function calmly, effectively, and decisively in emergency situations.
- Plan, assign, supervise and review the work of subordinates.
- Reason and make judgments and decisions.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Perform in a stressful environment, while maintaining a professional manner.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Utilize online resources.
- Prioritize needs, develop and implement plans of action.
- Work as a team member within a diverse organization.
- Research, compile, analyze, interpret and prepare a variety of memorandums or reports.
- Establish and maintain effective working relationships with county staff and officials, representatives of outside agencies, other county staff and officials, news media, private business people and the general public.

PHYSICAL/ENVIRONMENTAL FACTORS:

Physical requirements include lifting/carrying 20–50 pounds, occasionally; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer, monitor, keyboard, printer, fax machine, copier, adding machine, typewriter and basic office equipment. Subject to standing, walking, sitting, repetitive motion, lifting, carrying, crouching/crawling, vision to monitor, pushing, stooping/kneeling to perform the essential functions. Subject to stressful environment and client and customer contact for extended periods of time. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors.

Travis County Human Resources Management Department
Job Description

Job Title: Emergency Mgmt Coord	Job Code: 24245	Pay Grade: 24	Effective Date: 09/16/04

WWC: 7720	EEO Function: 01	EEO Category: 02	FLSA Code: E

EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Travis County
Staff Member Name	Stacy Moore-Guajardo
Position Title	Assistant Emergency Management Coordinator
Description Prepared By	EMC and Travis County Human Resources
Date Prepared	

JOB DESCRIPTION

(If you have an existing job description which provides the information requested below, fill out the header data above and attach the existing description to this form)

A. Provide a general description of the duties performed by this staff member.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.

Retain a copy of this description for future use.

Travis County Human Resources Management Department
Job Description

Job Title: Emergency Mgmt Coord Asst	Job Code: 22238	Pay Grade: 22	Effective Date: 09/16/04

SUMMARY OF FUNCTION:
Serves as Assistant Emergency Management Coordinator for Travis County.

DISTINGUISHING CHARACTERISTICS:
This is in a Public Safety/Emergency Management series of job classifications. This classification supervises the emergency management program. This classification is distinguished by the incumbent's focus on the emergency management program being coordinated, rather than having responsibility for the entire work unit. This classification requires a flexible work schedule to meet the needs of the department. This classification requires a flexible work schedule during a state of emergency.

EXAMPLES OF WORK PERFORMED:

	Essential (E) or Non-Essential (N)
• Maintains Travis County emergency management operations plan. Manages inventory of homeland security grant equipment. Maintains records.	E
• Assists in annual budget preparation. Prepares administrative reports. Oversees grants and grant reporting requirements. Researches and makes recommendations for future grant opportunities.	E
• Serves as a liaison; works with other agencies in developing operational plans for emergencies. Attends various meetings with local, state, and federal agencies.	E
• Responds to Emergency Operations Center when notified of emergency conditions.	E
• Attends training programs, including required and optional courses. Provides emergency management training to departments and other agencies. Represents county at various meetings with other agencies.	E
• Performs other job-related duties as assigned.	N

QUALIFICATION REQUIREMENTS:
Education and experience equivalent to:
Bachelor's degree in Emergency Management, Public Administration, Industrial Safety, Business Management, Planning or a directly related field AND four (4) years of increasingly responsible experience in the emergency management, strategic planning, research, project management, policy research, and program development.

Preferred:
Completion of Professional Development Series Course from FEMA.
Knowledge of Hazardous materials operations.
Knowledge of Homeland Security Equipment Grant Program.

License:
Possession of a valid Texas Driver's License.

KNOWLEDGE, SKILLS, AND ABILITIES:
Knowledge of:
- Public administration and governmental agencies.
- Legislative process.
- National Incident Management System.
- Principles of emergency management administration.
- Policies, practices, procedures and terminology.
- Federal, State, Local, and County applicable laws, rules and regulations, codes, and guidelines.
- State and Federal regulatory or administrative requirements and practices.
- Budgetary and fiscal process.
- Online computer searching, and internet.
- Computer equipment to include word processing, windows, spreadsheets and databases.
- Business letter writing, grammar and punctuation and report preparation.

Travis County Human Resources Management Department
Job Description

Job Title: Emergency Mgmt Coord Asst	Job Code: 22238	Pay Grade: 22	Effective Date: 09/16/04

KNOWLEDGE, SKILLS, AND ABILITIES: (Cont.)

Skill in:

- Researching and analyzing emergency management related issues.
- Meeting emergencies.
- Research, analysis, compiling, preparing and presenting technical data/information and reports.
- Explaining complicated technical problems in simple non-technical language.
- Problem solving and decision-making.
- Public speaking and content delivery.
- Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:

- Communicate effectively.
- Function calmly, effectively, and decisively in emergency situations.
- Reason and make judgments and decisions.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Perform in a stressful environment, while maintaining a professional manner.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Utilize online resources.
- Prioritize needs, develop and implement plans of action.
- Work as a team member within a diverse organization.
- Research, compile, analyze, interpret and prepare a variety of memorandums or reports.
- Establish and maintain effective working relationships with county staff and officials, representatives of outside agencies, other county staff and officials, news media, private business people and the general public.

PHYSICAL/ENVIRONMENTAL FACTORS:

Physical requirements include lifting/carrying 20–50 pounds, occasionally; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer, monitor, keyboard, printer, fax machine, copier, adding machine, typewriter and basic office equipment. Subject to standing, walking, sitting, repetitive motion, lifting, carrying, crouching/crawling, vision to monitor, pushing, stooping/kneeling to perform the essential functions. Subject to stressful environment and client and customer contact for extended periods of time. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors.

WWC: 7720	EEO Function: 01	EEO Category: 02	FLSA Code: E

EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Travis County
Staff Member Name	Tanner Hunt
Position Title	Planner Specialist/Hazmat Planner
Description Prepared By	
Date Prepared	

JOB DESCRIPTION

(If you have an existing job description which provides the information requested below, fill out the header data above and attach the existing description to this form)

A. Provide a general description of the duties performed by this staff member.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.

Retain a copy of this description for future use.

Travis County Human Resources Management Department
Job Description

Job Title: Planner/Mgmt/Research Spec	Job Code: 16495	Pay Grade: 16	Effective Date: 10/1/2002 7/01/03; Approved 9/4/02

SUMMARY OF FUNCTION:
Conducts critical, professional and specialized research projects and policy analysis such as complex surveys, statistical analyses, and other quantitative and qualitative analyses; compiles and manages data; uses statistical methods and evaluation tools, systems and procedures; performs data quality assurance tests; analyzes business, financial or operating management and/or administrative policies, operations, processes and issues; assists in the analysis, development and integration of new or revised policies and procedures. Prepares written reports/presents results of analyses. May serve as project leader.

DISTINGUISHING CHARACTERISTICS:
This is third in a Planners/Mgmt/Research series of four job classifications. It is distinguished from the Planner/Mgmt Research Spec Sr in that Sr incumbents typically specialize in research projects at an advanced level, contribute to efficient methods and original ideas, and plan, design, and write research proposals. It is distinguished from the Planner/Mgmt Research Spec Assoc in that incumbents fully analyze data instead of simply performing the preliminary analysis and write conclusion documents and reports.

EXAMPLES OF WORK PERFORMED:

	Essential (E) or Non-Essential (N)
• Conducts critical, professional and specialized research projects. Plans and designs intermediate level projects and implements approved proposals. Researches and develops cost analysis on new or alternative services. Modifies and adapts standard procedures to meet the needs of the project. Establishes priorities and recommends schedules, timetable and budgetary costs.	E
• Performs complex statistical analyses which includes selecting appropriate research design methods, techniques and procedures, compiling and cleaning data, and data manipulation and analysis; develops research strategy, evaluates validity and reliability of data using statistical methods; utilizes software and/or appropriate Structured Query Language to perform the analyses.	E
• Develops research and evaluation tools; assists in data collection. Determines benchmark indicators and best procedures, methods, and guidelines for analyses and processes. Conducts surveys and performs quantitative and qualitative analyses on responses. Performs on-line data searches using Internet; accesses data from various sources.	E
• Performs database management, and general trend, forecast and statistical analyses. Performs data quality assurance tests. Provides input and maintains research databases and tracking and reporting systems.	E
• Reviews research progress and reports results. Prepares and produces written summarizes, documents, and statistical and other reports to include conclusions and recommendations. Coordinates the development of and makes presentations of analysis results.	E
• Gathers and organizes information on problems or procedures; documents existing processes and systems; recommends revised systems. Interviews subjects to analyze policies, work procedures and operational methods. Solves complex problems or issues regarding management or administrative issues or systems.	E
• Makes recommendations regarding research, policy, planning issues, operations, related budget issues and efficient methods, plans and designs; assists in the analysis, development and integration of new or revised policies and procedures.	E
• Attends meetings, serves on collaborative task forces and working groups, and provides support to collaborative planning efforts, data and statistical information collection efforts, and process development and evaluation. Acts as liaison with various working groups, offices, and governmental agencies.	E
• Performs legislative research; stays abreast of the effects of legislative changes and the impact.	E
• Uses and may modify management information systems.	N
• May serve as project leader.	N
• Performs other job-related duties as assigned.	N

Travis County Human Resources Management Department
Job Description

Job Title: Planner/Mgmt/Research Spec	Job Code: 16495	Pay Grade: 16	Effective Date: 10/1/2002 7/01/03; Approved 9/4/02

QUALIFICATION REQUIREMENTS:

Education and experience equivalent to:

Bachelor's degree in Public Policy/Administration, Government, Criminal Justice, Sociology, Business Administration or a related field AND three (3) years increasingly responsible experience with research, database management, statistical analysis, policy and procedure, administrative, management, and budgetary analysis or systems analysis.

Preferred:

Master's degree.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Public Administration and governmental agencies.
- Legislative process.
- Principles and techniques of the project discipline.
- Modern research methods, data collection and analysis.
- Forecasting techniques.
- Administrative and related business principles.
- Principles and techniques used in conducting management studies.
- Computer equipment and related software applications to include word processing, spreadsheets, databases, statistical packages, and presentation/graphics.
- Business letter writing, grammar and punctuation and report preparation.

Skill in:

- Statistical analysis and policy research.
- Both verbal and written communication.
- Analyzing and evaluating data.
- Setting up systems for conducting analyses and compiling reports.
- Coordinating the development of and making presentations.
- Coordinating work of others.
- Conducting interviews and group meetings.

Ability to:

- Apply knowledge to data, policy, and process analyses.
- Operate a computer including word processing, spreadsheets, databases, and statistical software.
- Compile data and to write clear and comprehensive reports.
- Maintenance of appropriate records.
- Establish and maintain effective working relationships with departmental clientele, outside agencies, other county staff and officials, and the general public.

PHYSICAL/ENVIRONMENTAL FACTORS:

Physical requirements include lifting/carrying 5 – 20 pounds occasionally; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer, monitor, keyboard, printer, fax machine, copier, adding machine, typewriter and basic office equipment. Subject to sitting, client/customer contact, standing, walking, vision to monitor, repetitive motion, stooping/kneeling, squatting, bending, reaching, occasional indoor/outdoor activities carrying and lifting of moderately heavy equipment, boxes, etc. to perform the essential functions.

WWC: 8810	EEO Function: 01	EEO Category: 02	FLSA Code: E

U.S. Department of Homeland Security SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS	O.M.B. No. 3067-0206 Expires February 28, 2007
FOR FY 2010	CA FOR *(Name of Applicant)* Travis County

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

Part I	[x]	**FEMA Form 20-16A, Assurances-Nonconstruction Programs**
Part II	[x]	**FEMA Form 20-16B, Assurances-Construction Programs**
Part III	[x]	**FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements**
Part IV	[ ]	**SF LLL, Disclosure of Lobbying Activities (If applicable)**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Samuel T. Biscoe	**Travis County Judge**
Typed Name of Authorized Representative	**Title**
Signature of Authorized Representative	**Date Signed**

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

Form 20-16, FEB 01

U.S. DEPARTMENT OF HOMELAND SECURITY

ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

U.S. DEPARTMENT OF HOMELAND SECURITY

ASSURANCES-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.

12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

U.S. DEPARTMENT OF HOMELAND SECURITY

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over $100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of ar had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public t ransactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to privide a drug-free workplace by:

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

(b) Establishing an on-going drug free awareness program to inform empoyees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Travis County

5010 Old Manor Road

Austin, TX 78723

Check ☐ if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District,** *if known*:	 **Congressional District,** *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ **Date:** _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Last Updated 12-23-09 ORIGINAL

74-176 (Rev.1-07/5)

For Comptroller's use only

VENDOR DIRECT DEPOSIT AUTHORIZATION

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

INSTRUCTIONS

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

TRANSACTION TYPE

SECTION 1

☑ New setup	*(Sections 2, 3 & 4)*	☐ Change financial institution	*(Sections 2, 3 & 4)*
☐ Cancellation	*(Sections 2 & 3)*	☐ Change account number	*(Sections 2, 3 & 4)*
☐ Interagency transfer	*(Sections 2, 3 & 4)*	☐ Change account type	*(Sections 2, 3 & 4)*

PAYEE IDENTIFICATION

SECTION 2

1. Social Security number or Federal Employer's Identification (FEI) 7 4 6 0 0 0 1 9 2	2. Mail code *(If not known, will be completed by Paying State Agency)*
3. Name **Travis County**	4. Business phone number **(512) 854-9365**
5. Mailing address **PO Box 1748**	6. City **Austin** / 7. State **TX** / 8. ZIP code **78767**

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3

9. I authorize the Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I further understand that the Comptroller of Public Accounts will reverse any payments made to my account in error.

I also agree to comply with the National Automated Clearing House Association's rules and the Texas Comptroller of Public Accounts' rules for electronic payments at all times.

10. Authorized signature Dolores Ortega Carter	11. Printed name **Dolores Ortega Carter, Cnty Treasurer**	12. Date 3/11/09

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

SECTION 4

13. Financial institution name **JP Morgan Chase Bank, NA**	14. City **Austin**	15. State **TX**
16. Routing transit number 1 1 1 0 - 0 0 6 1 - 4	17. Customer account number *(Dashes required* ☐ YES) 1 8 2 1 8 8 6 5 9 3	18. Type of account ☑ Checking ☐ Savings
19. Representative name *(Please print)* **Valerie Hill**	20. Title **Client Service Officer**	
21. Representative signature *(Optional)*	22. Phone number **(512) 479-2029**	23. Date 3/11/09

CANCELLATION BY AGENCY

SEC. 5

24. Reason	25. Date

PAYING STATE AGENCY

SECTION 6

26. Signature	27. Printed name	
28. Agency name		29. Agency number
30. Comments	31. Phone number ( )	32. Date

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

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

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

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

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TRAVEL POLICY CERTIFICATION

Jurisdiction Name:	Travis County

Check one of the two blocks below

☐ This jurisdiction has no qualifying travel regulations. EMPG participants requesting reimbursement for travel expenditures will do so in accordance with State of Texas travel regulations and reimbursement rates as published by the Texas Comptroller of Public Accounts. State travel regulations are available at *https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php*

OR

☒ This jurisdiction has its own qualifying travel policy, a copy of which is attached. EMPG participants requesting reimbursement for travel expenditures will do so in accordance with that policy.

Name of Grant Financial Officer (Printed or Typed)	Susan Spataro
Original Signature of Grant Financial Officer	Susan A Spataro
Date Signed 12-09-09	

TRAVEL
ALSO JURY SEQUESTRATION, & JURY MEALS IN CRIMINAL CASES

Travis County reimburses employees and officials who travel for County business. The travel expenditure rules cannot cover every travel variation. Securing travel arrangements at the lowest price may result in a loss of flexibility should emergencies arise. Booking policies of a specific travel industry vendor may require an exception to standard county travel procedures. The County Auditor will interpret, audit and approve travel expenses and reimbursements to facilitate the timely conduct of county business in the current climate of rapidly changing travel industry requirements. The Auditor will make travel payment decisions in accordance with the following rules:

> Rule #12. All travel expenses must be encumbered prior to traveling. If funds are not encumbered, the County Auditor may require approval by Commissioners Court before disbursement. To receive reimbursement, travelers must file an expense report, using the County's authorized Travel Reimbursement Form, and all required receipts with the County Auditor within 30 days after the last day of travel. The employee and employee's supervisor must approve the report. The County Auditor may request Commissioners Court approval for reimbursement requests received over 30 days after the last day of travel. The Auditor will interpret any requests for deviations within the intent of the travel rules and sound fiscal policy. Elected and appointed officials have the right to establish travel procedures and policies for their own departments which may reimburse at a rate less than the County's established reimbursement rates.
>
> Rule # 13. Travel advances may be paid at the discretion of the County Auditor.

- If a travel advance is requested, employee/official must sign an agreement that will allow the County Auditor to deduct the full advance from the employee's paycheck if the Expense Report is not submitted within 15 days from end of trip.
- Advance form must be signed by both Employee/official and the Department Head/elected official and/or appointed official.
- County Auditor will develop and publish procedures for employees receiving travel advances, which will account for all advances as expenses and/or reimbursements as appropriate.

Travis County government is exempt from sales taxes in the state of Texas, but not from hotel taxes. A sales tax exemption form may be obtained from the Purchasing Office.

Registration Fees, Travel, Meals and Lodging

- Reimbursement requests must be submitted on the County's authorized Travel Reimbursement Request Form within 30 days after the last day of travel. This request form must have all receipts attached, including receipts for pre-paid expenses.

- Cancelled business travel must be reported to the County Auditor. If expenses were paid in advance such as for airfare, lodging, etc., the traveling employee/official will be responsible for ensuring the County will be refunded these amounts

Mileage

- Mileage for business use of a private vehicle is reimbursed at the annual standard rate set by the Internal Revenue Services (currently 36 cents per mile for calendar year 2003, but subject to change as the IRS adjusts the rates). Mileage shall start from the employee's regular work place on business workdays and from the employee's home on non-work days and holidays.

  Routine mileage reimbursement requests must be submitted to the County Auditor within 90 days from the end of the mileage month.

  The County Auditor will disburse mileage reimbursement requests for combined months provided each month's reimbursement is subtotaled.

  When travel out of county is greater than 1000 miles round-trip, transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance. Transportation expenses include lodging, meals, and mileage incurred as a result of driving rather than flying. The Commissioners Court must approve exceptions unless the travel involves extradition of prisoners.

- Grant employees are reimbursed for mileage at the rate specified by the grant.

- The compensation package approved by the Commissioners Court for the following elected and appointed officials makes them ineligible to use a county-owned vehicle on a routine basis and ineligible to assign themselves a County owned vehicle under the Travis County Take Home Vehicle Policy but they can claim reimbursement for local mileage.

  Constables 1-5
  County Attorney
  County Commissioners 1-4
  County Judge
  County Treasurer
  Justices of the Peace 1-5
  Purchasing Agent
  Tax Assessor-Collector
  Medical Examiner

- Only one employee may claim mileage reimbursement when more than one employee travels in the same vehicle.

Air Fare

- Air fare must not exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance. According to various airline policies, changing non-refundable tickets could result in the County buying an additional ticket or paying an additional fee. If the change was to facilitate County business or was out of the control of the traveling employee/official, such as illness or emergency, the employee/official will not be held responsible for the cost of the change. The airline ticket receipt must be attached to a reimbursements expense report regardless if the trip was not taken or the airline ticket was paid in advance

- In order that County staff make necessary business trips at the least possible cost, some tickets may be conditioned upon use for only the date and time purchased. The Auditor will monitor the non-refundable airfare policies to minimize risk of loss.

- The County Auditor will pay for airline tickets when billed by a vendor, or with a minimum of two weeks from the employee/official request, an airline ticket will be paid to the requested party. The employee or official will be liable for the payment if the airline ticket is not used for the intended travel. Expense reports are required even if the trip did not take place.

Accommodations

- The County pays for in-state and out-of-state travel accommodations based on the rates, plus taxes, quoted by the lodging place if government rates are not available. Supporting documentation of the lodging place and the quoted rates must be provided before payment can be processed.

- The County Auditor will pay for accommodations when billed by a lodging vendor or with a minimum of two weeks from the employee/official's request, lodging accommodations will be paid to the requested party. For non-refundable accommodations the employee/official will be liable for the advanced lodging payment if the travel did not take place, and if the employee failed to timely cancel reservations according to vendor policy. Employee/official responsibility can be waived if the failure to use the pre-paid accommodations is as a result of an unanticipated emergency.

Meals

- The County will reimburse an employee/official for meals in one of the following methods. Only one method of reimbursement is allowed for each trip.

  - Per Diem: $34.00 per day for meals including gratuities is reimbursed without any receipts required.

  - Actual Pay: Up to $50.00 per day for meals and gratuities up to 15% is reimbursed if receipts are submitted with the reimbursement form.

- Consistent with the Internal Revenue Code, meal expenses will be reimbursed only when the employee is required to be away from his/her home overnight, except in the case of Jury Sequestration.

- The County does not reimburse employees for alcoholic beverages.

Jury Sequestration and Jury Meals in Criminal Cases:

A cash fund will be set up for each Judge hearing criminal cases. The fund will be used for jury meals where the Judge determines that an impaneled jury should not separate during mealtime. The County Auditor will determine the amount maintained in each fund. Reimbursement will be paid upon a statement signed by the Judge, and which includes a certification by each juror that they received a meal. If the amount spent for each meal is $9.00 or less, no receipt is required.

In the event of jury sequestration, the County Auditor is authorized to advance the cost of sequestering in the amount ordered by the sequestering Judge in order to secure lodging. The amount expended for food and lodging shall follow the guidelines approved by Commissioners Court covering travel reimbursement for county employees. The need for jury sequestration may occur after the normal business hours of the county and without sufficient time to call an emergency session of the court. The normal procedures for claims processing may be adjusted accordingly.

Incidental Expenses

- The County reimburses for the actual costs of car rentals, taxi fares, parking fees, and bus fares if receipts are attached to the reimbursement form.

- Travelers may choose to obtain a ride to Austin-Bergstrom International Airport instead of parking there. In that case, the County reimburses the mileage costs for two round trips to the airport, if the total mileage does not exceed the cost of parking at the airport. The County also reimburses cab fare to and from the airport.

- The County does not reimburse for extracurricular activities such as golf, tennis, entertainment, movies, tours, or sport events.

- The County will not pay for fines for violation of the law such as parking tickets, speeding tickets, etc.
- The County will not pay for food and/or beverages provided at meetings or in-house training.

Travel Expenses in Contracts

Contracts for goods, services, and training that require the County to reimburse for travel expenditures to the contractor, must include provisions in the contract that will require the travel reimbursements not to exceed the allowances provided to County personnel. Any exceptions to these rates must be brought to Commissioners' Court for approval.

Alternate Travel

Travelers may be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative. Alternate travel and the associated costs and savings must be approved by the employee's supervisor and fully documented before travel begins. The Commissioner's Court must approve all exceptions.

RECEIVED
COUNTY JUDGE'S OFFICE
09 DEC 17 AM 10:55

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Travis County Commissioners Court Agenda Request

Voting Session 12/22/2009 (Date) Work Session (Date)

I. A. Request made by: Clean Air Force Phone # 225-7776

B. Requested Text: RECEIVE BRIEFING BY THE CLEAN AIR FORCE AND OTHERS ON A POSSIBLE PILOT PROGRAM TO IMPLEMENT A COUNTY EMPLOYEE SHUTTLE AND ITS QUALIFICATION FOR PRE-TAX DEDUCTION UNDER THE COUNTY'S FLEXIBLE SPENDING ACCOUNT

C. Approved by: _____
Signature of Commissioner Sarah Eckhardt, Precinct Two

II. A. Is backup material attached*: Yes X No
*Any backup material to be presented to the court must be submitted with this Agenda (original and eight (8) copies of agenda request and backup).

B. Have the agencies affected by this request been invited to attend the Work Session?

Yes No

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

County Attorney's Office – Barbara Wilson
Auditor's Office – Charles Vaughn
HRMD – Cindy Purinton
TNR – Jon White, Tom Weber, Adele Noel, Sydnia Crosbie

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

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

December 14, 2009

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Joseph P. Gieselman, Executive Manager TNR

SUBJECT: Presentation regarding a proposed pilot for a subscription-based private express transit service.

Proposed Motion:

RECEIVE PRESENTATION ON EMPLOYEE SHUTTLE PILOT PROJECT AND PROVIDE DIRECTION ON IMPLEMENTING PROJECT AND QUALIFIED TRANSPORTATION BENEFIT.

Summary: Collective Strength, the Clean Air Force (CAF) and the Environmental Defense Fund, have come together to create a "SWAT Team" to address commute challenges faced in Central Texas. The SWAT Team is proposing a pilot trial of a "Business Class" subscription-based private transit service based on highly successful programs used by public and private entities around the United States.

SWAT Team representatives will provide a description and background of the proposed shuttle pilot program and describe environmental benefits as well as financial and tax benefits associated with the proposed service. The current concept is to operate the shuttle on a pilot basis in Austin in 2010. The project partners are seeking participation by Travis County, the City of Austin, Austin Energy, and other major employers in the downtown area. This agenda item is narrowly focused on presenting this idea to the Commissioners Court and receiving feedback and questions from the Court in anticipation of bringing this idea back in January 2010.

Background, Issues and Opportunities:

Air Quality. The United States Environmental Protection Agency (US EPA) is expected to announce on December 21, 2009 whether the agency will propose a further revision of the 8-hour National Ambient Air Quality Standard (NAAQS) for ozone. The current standard is 75 ppb (parts per billion). EPA has been reconsidering whether the standard is sufficiently protective of

public health and welfare given the scientific analysis that was cited in establishing the 75 ppb standard. If the standard further reduced, the five-county Austin-Round Rock Metropolitan Statistical Area (ARR MSA), and Travis County in particular, will likely be determined to be in "nonattainment" status for the NAAQS standard.

In the ARR MSA, on-road vehicles are responsible for approximately 66% of ozone forming emissions. Among the measures that may be implemented to address emissions is a trip reduction program. The proposed shuttle is one means of achieving trip reduction.

Parking. Parking is a growing concern for Travis County employees, especially since the City of Austin installed new parking meters in the downtown area eliminating many of the areas where employees used to park for free. The Travis County Parking Committee supports consideration of the proposed shuttle.

Qualified Transportation Benefit (QTB). Travis County Human Resources staff previously worked to include a Qualified Transportation Benefit, (QTB) in the Flexible Spending Account bid with current provider, FBMC, utilizing the Pre-Tax Commuter Benefit under the Internal Revenue Service Code Section 132(f). This benefit could be used to offset costs of participation in the shuttle through a tax benefit. Staff estimates the benefit could be operational by June.

Potential Routes. In June 2007, the Parking Committee surveyed Travis County employees to capture employee opinions on transportation and parking. Responses were received from 1,393 employees, and of those, 66% work in the downtown Courthouse Complex. When asked what is the main route taken to work, 32% answered IH-35 and 29% answered MoPac. Another 20% answered "Other", meaning they did not take Hwy 183, Hwy 290, South First, or Lamar.

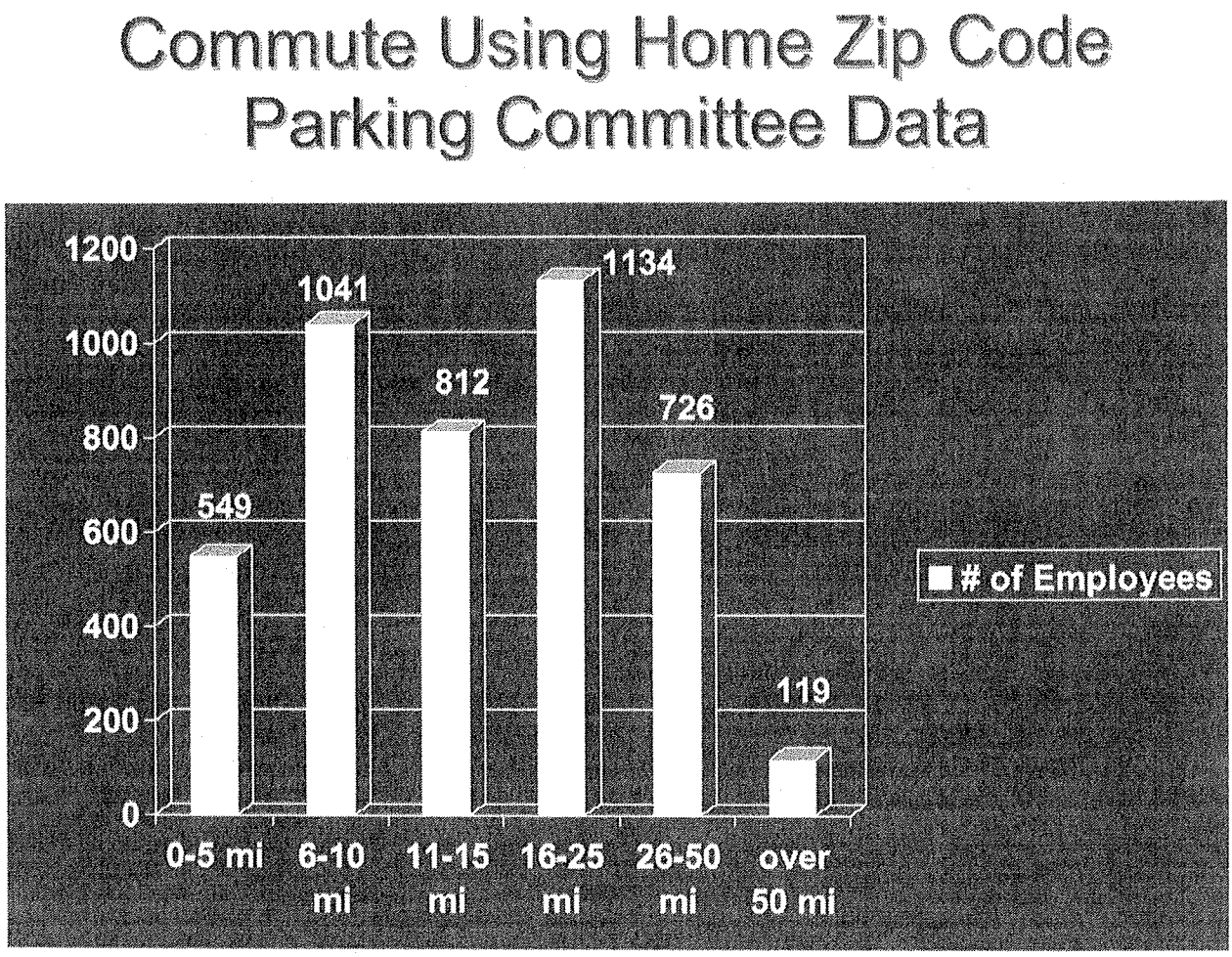
The attached graph shows the commute distance for all 4,400 county employees from their home zip code to the downtown zip code. The data may be a useful start in determining the best routes for a pilot shuttle project.

Fiscal and Budget Impacts

There are administrative costs associated with proposed shuttle program, but precise costs and benefits are yet to be determined.

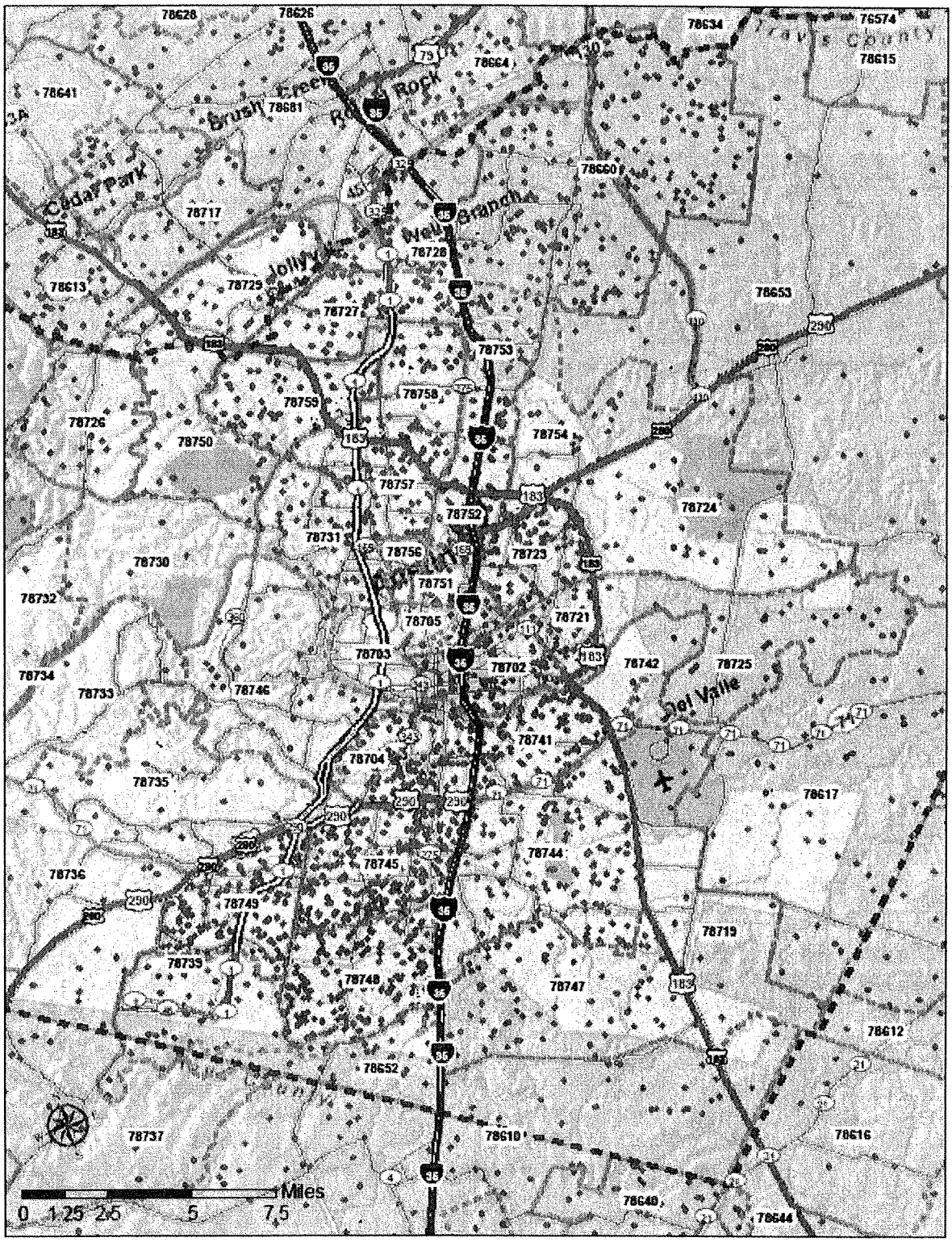
cc: Adele Noel, TNR
Sydnia Crosbie, TNR/Parking Committee
Cindy Purinton, HRMD
Jon White, TNR

Attachments:



The survey showed there is interest in alternative transportation options. 39% of respondents said they would use a park and ride with a van instead of a bus or a vanpool. The biggest barrier to greater use of alternative transportation is an employee's concern about being stranded at work without transportation. This can be addressed with options that guarantee a ride home for employees when needed.

Travis County Employees Within Zip Home Codes



Pre-Tax Commuter Benefit

Amounts are for 2009 and 2010

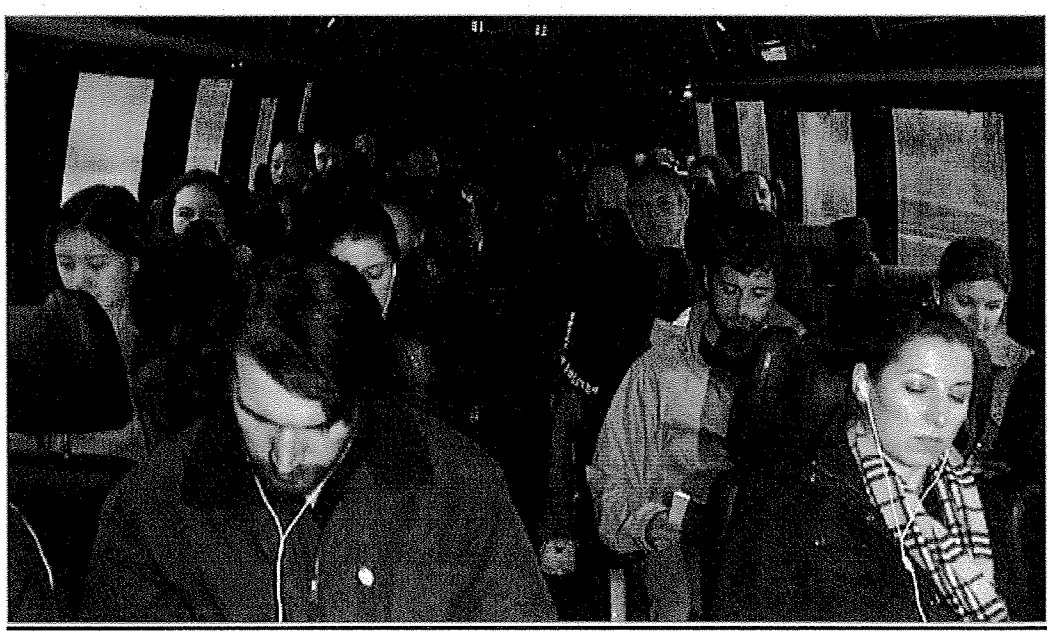
	TRANSIT	QUALIFIED PARKING	QUALIFIED BICYCLE COMMUTING REIMBURSEMENT
Incentive Levels	Up to $230/mo for transit expenses	Up to $230/mo** for parking at or near an employers worksite, or at a facility from which employee commutes via transit, vanpool, or carpool	Up to $20 pr *qualified bicycle commuting month*. This exclusion for qualified bicycle commuting reimbursement includes any employer reimbursement during the 15/mo period beginning with the first day of the calendar year *for reasonable expenses* incurred by the employee during the calendar year
Employer Tax Benefits	Employers give their employees up to $230/mo* to commute via transit or vanpool. Gets a tax deduction and saves over providing same value in gross income or *Employers allow employees to use pre-tax income to pay for transit and employers save non payroll tax (at least 7.65% savings)* or a combination of both up to statutory limits	Employers give their employees up to $230/mo* for qualified parking. Gets a tax deduction and saves over providing same value in gross income or *Employers allow employees to use pre-tax income to pay for transit and employers save non payroll tax (at least 7.65% savings*) or a combination of both up to statutory limits	Employers reimburse their employees up to $20/mo for qualified bicycle commuting: gets a tax deduction and saves over providing same value in gross income. According to the IRS, "generally you can exclude qualified transportation fringe benefits from an employee's wages even if you provide them in place of pay. However, qualified bicycle commuting reimbursements do not qualify for this exclusion
Employee Tax Benefit	Employee receives up to $230/mo* tax free (not on W2) or Employee pays for commute benefit with the pre-tax income and saves on income tax or a combination of both	Employee receives up to $230/mo** tax free (not on W2) for qualified parking or Employee pays for commute benefit with the pre-tax income and saves on income tax or a combination of both	

* Tax-free and Pre-tax transit and vanpool benefit limit increased from $120 to $230 per month beginning 3-1-09 (part of the stimulus bill action)
** Tax-free and Pre-tax parking benefit limit increased to $230/mo beginning on 1-1-09

Qualified bicycle commuting month: for any employee, a qualified bicycle commuting month is any month the employee: Regularly uses the bicycle for a substantial portion of the travel between the employee's residence and place of employment, and does not receive : transportation in a commuter highway vehicle. Any transit pass or a Qualified parking benefit.

Reasonable expenses include: the purchase of a bicycle and bicycle improvements, repair, and storage. These are considered reasonable expenses as long as the bicycle is regularly used for travel between the employee's residence and place of employment.

ATX WorkingIT Express DRAFT Service Overview



FOR INITIAL REVIEW ONLY Presented by:

ENVIRONMENTAL DEFENSE FUND
finding the ways that work

CLEAN AIR FORCE

The ATX WorkingIT Express is a "Business Class" subscription-based private transit service:

- Based on highly successful programs in use at Google, Microsoft, E-bay and other Fortune 500 companies on the West Coast.
- Available to participating employers' workforce in the Austin area
- Business-friendly alternative to driving or inconvenient transit options
- Integrated with car share services or other alternatives for non-commute trips
- Frees up expensive or crowded parking areas
- Will be piloted in Austin in early 2010
- Cost can be offset by Federal IRS tax benefits for commuters so that commute is free or steeply discounted. The average commuter in Central Texas pays approximately $4,780 per year in gas and related commuting costs. This service can cut that cost in half by using pre-tax benefit incentives. The economic upshot for employees, their employers and for the Austin area is significant.
- ATX WorkingIT is a public/private partnership created specifically for Austin's leading major employers and brought to you by Environmental Defense and Clean Air Force.

Benefits to Employers

Increases employee productivity by as much as an hour per day
Improves employee satisfaction
Low or no cost way to meet climate change targets
Innovative public-private partnership customized to corporate workforce needs
Based on best practices among major employers in other markets

Benefits to Employees

- Productivity and business class amenities on-board in new vehicles, including:
  - Wi-Fi
  - AC outlets
  - Tray tables
  - Reclining, upholstered seats
  - Reading lights
  - Storage space
  - Beverage/snack service
  - GPS
  - Card-swipe authorization
  - Premium AC/heat
  - Smooth, quiet ride
- Saves money on gasoline and car maintenance
- Free or steeply discounted commuting cost
- Can be integrated with car-share program or other convenient alternatives such as cab service for work day trips as an optional benefit

How the Service Works

- Employers decide to participate in pilot service then work with pilot team to determine best ways to:
  - Estimate the number of interested employees
  - Determine best routes for interested employees
  - Sign up employees who want to try the pilot
  - Cost without incentives is less than $14 per day
  - Savings in pre tax credits in effect refunds this to either the employer or the employee, depending on who pays for the service

- Employer/Employee provide subscription fee per month per rider through tax-advantaged:
  - Payroll deduction
  - Employer contribution
  - Any combination of deduction and contribution from employer

- Service is "turn key" for employers and up request can include:
  - Assistance in administration of payroll deduction/employer contribution including IRS documentation.
  - Assistance in integration with car share programs or other alternatives such as bike, walk or CapMetro

Payment Options for ATX WorkingIT Express Service

Payment for the Austin Employee Express can be achieved three different ways utilizing the Pre-Tax Commuter Benefit –IRS Section 132(f).

Through a company sponsored commuter benefit plan, Section 132(f) allows employees to use tax-free dollars up to $230 per month toward their commuting costs.

Employers that offer the Pre-Tax Commuter Benefit can save up to 10% on average in payroll tax savings.

Payment Option Examples:

Option #1

Employee elects to deduct the maximum pre-tax rider amount-$230/mo to pay for riding the ATX Biz Express

The following calculation is based on a monthly gross salary of $4,000.00

	Monthly	Annually
Gross Salary (Month)	$ 4000.00	$48,000.00
Pretax Transportation Contribution (Month)	$ 230.00	$2,760.00
Federal Tax (Rate - 25.0 %)	$942.50	$11,310.00
State Tax (Rate - 0 %)	$0.00	$0.00
Social Security Withholding (Rate - 6.2%)	$233.74	$2,804.88
Medicare Withholding (Rate - 1.45%)	$54.67	$655.98
Total Tax Savings	$75.10	$901.14

Estimated annual employer FICA tax savings based on 75 employees participating in the pre-tax commuter benefit plan to pay for the Austin Employee Express is $15,835.50. *

Option #2

Employer pays the $230 per month cost for an employee to ride the Austin Employee Express

Estimated annual employer FICA tax savings based on paying the $230 per month, per rider fee (or $2,760.00 annually) for 75 employees is $15,835.50. *

Employees receive no tax savings since the employer is paying the cost for employees to ride the ATX Express. Employees do have other tangible savings such as fewer car repairs, reduction in gasoline purchase, parking fees, etc.

Option #3

Employer pays half of the $230 per month rider cost ($115.00) and employee deducts half of the monthly rider cost pre-tax ($115.00)

The following calculation is based on a monthly gross salary of $4,000.00

	Monthly	Annually
Gross Salary (Month)	$ 4000.00	$48,000.00
Pretax Transportation Contribution (Month)	$ 115.00	$1,380.00
Federal Tax (Rate - 25.0 %)	$971.25	$11,655.00
State Tax (Rate - 0 %)	$0.00	$0.00
Social Security Withholding (Rate - 6.2%)	$240.87	$2,890.44
Medicare Withholding (Rate - 1.45%)	$56.33	$675.99
Total Tax Savings	$37.55	$450.57

Actual cost to employee to ride Austin Employee Express is $930.00 annually or $77.50 per month. Employee saves over $450 per year pre-tax toward their ride cost.

Estimated annual employer FICA tax savings based on paying the $115 per month, per rider fee (or $1380.00 annually) for 75 employees is $7,917.75.*

* Employer FICA tax savings is based on 7.65% minimum FICA tax deduction. Employers can save up to 8% on payroll taxes with FICA and FUDA. Employers may be eligible for additional tax savings at State and local levels.

Next Steps

Next meeting of major employers will take place on November 10th to discuss the pilot and answer questions.

Planning to be finalized in December. Pilot will begin in Q1 2010.

Agenda Item No._____ 25

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session_____ Voting Session: December 29, 2009

I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)

B. Requested Text:

Consider and take appropriate action regarding an order to designate election polling places for the March 2, 2010 Joint Primary Election.

RECEIVED
COUNTY JUDGE'S OFFICE
09 DEC 22 PM 1:22

Approved by:_____
Signature of Commissioner or Judge

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

SEE ATTACHED

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

John Hille, County Attorney **49415**

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.

Dana DeBeauvoir
Travis County Clerk
5501 Airport Boulevard
Austin TX 78751

Elections Division
854-4996

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: December22, 2009

RE: Agenda Request to Consider and take appropriate action regarding an order to designate election day polling places for the March 2, 2010 Joint Primary Election.

The Travis County Clerk is sending the Election Day polling places to be certified by the Commissioners Court. The certification will be valid for the March 2, 2010 Joint Primary Election.

ORDER DESIGNATING ELECTION DAY POLLING PLACES FOR MARCH 2, 2010 JOINT PRIMARY ELECTION

WHEREAS, the Travis County Commissioners Court passed and approved a Joint Resolution on _____ authorizing a Joint Primary Election and a Joint Election Services Contract with the Travis County Democratic Party, the Travis County Republican Party, and the Travis County Clerk for the conduct and supervision of the Travis County Joint Primary Election on Tuesday, March 2, 2010, and the Travis County Joint Primary Runoff Election, if held, on Tuesday, April 13, 2010;

WHEREAS, pursuant to Section 172.126(b), Texas Election Code, the County Clerk shall determine whether to consolidate election precincts under Section 42.009 of the Texas Election Code and shall designate the location of the polling place in a consolidated precinct;

NOW, THEREFORE, be it resolved by the Commissioners Court of Travis County, Texas, that:

The polling places listed in Exhibit A, attached hereto and hereby incorporated by reference herein for all purposes, shall serve as Election Day polling places for the upcoming Travis County Joint Primary Election on Tuesday, March 2, 2010. Exhibit A includes current County-designated Election Day polling places and polling places for consolidated precincts.

PASSED AND APPROVED, THIS _____ DAY OF DECEMBER 2009.

By: _____
Samuel T. Biscoe, County Judge

_____ Ron Davis, Commissioner Precinct 1	_____ Sarah Eckhardt, Commissioner Precinct 2
_____ Karen Huber, Commissioner Precinct 3	_____ Margaret Gómez, Commissioner Precinct 4

COUNTY ELECTION OFFICER:

By: _____
Dana DeBeauvoir, County Clerk

EXHIBIT A

Last Updated 12-23-09 at 12:48 pm

Tuesday, March 2, 2010 Joint Primary Election - Election Day Polling Places

Martes 2 de Marzo, 2010 Elecciones Primarias Conjuntas - Casillas Electorales para el Día de Elección

Travis County Clerk Dana DeBeauvoir Elections Division

Secretaria del Condado de Travis Dana DeBeauvoir - División de Elecciones

101 **Hornsby - Dunlap Elementary School**
13901 FM 969

105 **Manor ISD Administration Building**
10323 US Highway 290E

106 **Travis County Sheriff's Office East**
7811 Burleson-Manor Road

107 **New Sweden Lutheran Church**
12809 New Sweden Church Road

108 **Copperfield Elementary School**
12135 Thompkins Drive

109 **Parmer Lane Elementary School**
1806 Parmer Lane

110 **River Oaks Elementary School**
12401 Scofield Farms Drive

111 **Westview Middle School**
1805 Scofield Lane

112 **Dessau Elementary School**
1501 Dessau Ridge Lane

113 **Wieland Elementary School**
900 Tudor House Road

121 **LBJ High School**
7309 Lazy Creek Drive

122 **YMCA East Community Branch**
5315 Ed Bluestein Boulevard

123 **Eastside Memorial High School**
1012 Arthur Stiles Road

124 **Carver Library**
1161 Angelina Street

126 **David Chapel Portable**
2211 East MLK Jr. Boulevard

129 **Sims Elementary School**
1203 Springdale Road

130 **Memorial United Methodist Church**
6100 Berkman Drive

132 **Pecan Springs Elementary School**
3100 Rogge Lane

133 **Blanton Elementary School**
5408 Westminster Drive

135 **Messiah Lutheran Church**
5701 Cameron Road

136 **Ridgetop Elementary School**
5005 Caswell Avenue

137 **Winters Building**
701 West 51st Street

139 **Bernice Hart Elementary School**
8301 Furness Drive

140 **Dobie Middle School**
1200 East Rundberg Lane

141 **Reagan High School**
7104 Berkman Drive

145 **Red River Church**
4425 Red River Street

146 **Lee Elementary School**
3308 Hampton Road

148 **Flawn Academic Center (Lobby)**
2400 Inner Campus Drive (West Mall)

149 **Reilly Elementary School**
405 Denson Drive

150 **Brown Elementary School**
505 West Anderson Lane

151 **Northeast Health Center**
7112 Ed Bluestein Boulevard, Suite #155

152 **Maplewood Elementary School**
3808 Maplewood Avenue

153 **Woodcliff Baptist Church**
11015 Dessau Road

154 **Bluebonnet Trail Elementary School**
11316 Farmhaven Road

156 **Virginia Brown Recreation Center**
7500 Blessing Avenue

160 **YMCA North Park Branch**
9616 North Lamar Boulevard

161 **Lanier High School**
1201 Payton Gin Road

163 **Cook Elementary School**
1511 Cripple Creek Road

164 **Barrington Elementary School**
400 Cooper Drive

200 **St. Elizabeth's Catholic Church**
1520 North Railroad Avenue

202 **Murchison Elementary School**
2215 Kelly Lane

203 **Boulder Ridge Community Room**
3300 Killingsworth Lane

205 **Camden Huntingdon Apartments**
12349 Metric Boulevard

206 **Pfluger Hall**
203B East Pecan Street

207 **YMCA Northwest Branch**
5807 McNeil Road

208 **Triumphant Love Lutheran Church**
9508 Great Hills Trail

209 **Rowe Lane Elementary School - NEW**
3112 Speidel Drive

210 **O. Henry Middle School**
2610 West 10th Street

211 **Walnut Creek Elementary School**
401 West Braker Lane

213 **Graham Elementary School**
11211 Tom Adams Drive

214 **Bryker Woods Elementary School**
3309 Kerbey Lane

215 **Wells Branch Community Library - NEW**
15001 Wells Port Drive

216 **Northwest Elementary School**
14014 Thermal Drive

217 **Wells Branch MUD Rec. Center**
3000 Shoreline Drive

218 **ACC Northridge Campus**
11928 Stonehollow Drive

219 **Caldwell Elementary School**
1718 Picadilly Drive

220 **Fire Station # 31**
5507 FM 2222

222 **Windermere Elementary School**
1100 Picadilly Drive

223 **Pflugerville ISD Administration Building**
1401 West Pecan Street

224 **County Tax Office (Community Room)**
15822 Foothill Farms Loop (Just off of Pecan Street)

225 **Wells Branch MUD Rec. Center**
3000 Shoreline Drive

226 **Brookhollow Elementary School**
1200 North Railroad Avenue

227 **Spring Hill Elementary School**
600 South Heatherwilde Boulevard

228 **Pure Austin Fitness**
4210 W Braker Ln

229 **Wells Branch Community Center**
2106 Klattenhoff Drive

231 **Cat Mountain HOA Office - NEW**
6007 Mount Bonnell Road

235 **McCallum High School**
5600 Sunshine Drive

236 **Rosedale Elementary School**
2117 West 49th Street

237 **Highland Park Baptist Church**
5206 Balcones Drive

238 **Murchison Middle School**
3700 North Hills Drive

239 **Gullett Elementary School**
6310 Treadwell Boulevard

240 **Highland Park Elementary School**
4900 Fairview Drive

241 **Brentwood Elementary School**
6700 Arroyo Seco

242 **Northwest Baptist Church - NEW**
6301 Woodrow Avenue

243 **Ben Hur Shriners Hall**
7811 Rockwood Lane

246 **Hill Elementary School**
8601 Tallwood Drive

247 **Combined @ 271 Doss Elementary School**
7005 Northledge Drive

248 **Burnet Middle School**
8401 Hathaway Drive

249 **St. Matthew's Episcopal Church**
8134 Mesa Drive

250 **Mathews Elementary School**
906 West Lynn Street

251 **O. Henry Middle School**
2610 West 10th Street

252 **Pillow Elementary School**
3025 Crosscreek Drive

253 **First Presbyterian Church**
8001 Mesa Drive

254 **Davis Elementary School**
5214 Duval Road

256 **Casis Elementary School**
2710 Exposition Boulevard

258 **McBee Elementary School**
1001 West Braker Lane

259 **Summitt Elementary School**
12207 Brigadoon Lane

260 **Austin Brethren Church**
1800 Payton Gin Road

262 **Anderson High School**
8403 Mesa Drive

263 **United Christian Church**
3500 West Parmer Lane

266 **Senior Activity Center**
2874 Shoal Crest Avenue

267 **Great Hills Baptist Church**
10500 Jollyville Road

268 **Grant AME Worship Center**
1701 Kramer Lane

271 **Doss Elementary School**
7005 Northledge Drive

272 **Combined @ 274 First English Lutheran Church**
3001 Whitis Avenue

273 **Trinity Lutheran Church**
1207 West 45th Street

274 **First English Lutheran Church**
3001 Whitis Avenue

275 **Hyde Park United Methodist Church - NEW**
4001 Speedway

277 **University Co-op**
2246 Guadalupe Street

278 **St. Luke United Methodist Church**
1306 West Lynn Street

279 **Combined @ 267 Great Hills Baptist Church**
10500 Jollyville Road

301 **Sunset Valley City Hall**
3205 Jones Road

302 **Bailey Middle School**
4020 Lost Oasis Hollow

303 **Oak Hill Primitive Baptist Church**
11408 FM 1826

304 **Kiker Elementary School**
5913 La Crosse Avenue

306 **Lakeway Justice Center**
104 Cross Creek Drive

307 **Rollingwood Municipal Building**
403 Nixon Drive

308 **Briarcliff POA Community Center**
22801 Briarcliff Drive

309 **Kocurek Elementary School**
9800 Curlew Drive

310 **Menchaca Elementary School**
12120 Manchaca Road

312 **Travis County Sheriff's Office at Hudson Bend**
3800 Hudson Bend Road

314 **St. Christopher's Episcopal Church**
8724 Travis Hills Drive

315 **Villages Amenities Center**
12006 Gatling Gun Lane

316 **Travis County Parks Office**
14624 Hamilton Pool Road

317 **Eanes ISD Administration Building**
601 Camp Craft Road

Last Updated 12-23-09 at 12:48 pm

Tuesday, March 2, 2010 Joint Primary Election - Election Day Polling Places

Martes 2 de Marzo, 2010 Elecciones Primarias Conjuntas - Casillas Electorales para el Día de Elección

Travis County Clerk Dana DeBeauvoir Elections Division

Secretaria del Condado de Travis Dana DeBeauvoir - División de Elecciones

318 **West Ridge Middle School**
9201 Scenic Bluff Drive

319 **Lakeway Activity Center**
105 Cross Creek Drive

320 **The River in the Hills Church**
1310 RR 620 S. Suite C-9 (Lakeway Plaza)

321 **Jackie's Performing Arts School**
11530 Manchaca Road

323 **Texas Oaks Baptist Church**
9910 Bilbrook Place

324 **Lake Pointe Elementary School**
11801 Sonoma Drive

326 **Laurel Mountain Elementary School**
10111 DK Ranch Road

327 **Fire Station # 33**
9409 Bluegrass Drive

328 **Renaissance Retirement Center**
11279 Taylor Draper Lane

330 **Combined @ 364 Valley View Elementary**
1201 South Capital of Texas Highway

331 **Kathy Caraway Elementary School**
11104 Oak View Drive (Enter off Carlwood)

332 **Zilker Elementary School**
1900 Bluebonnet Lane

333 **Canyon Creek Elementary School**
10210 Ember Glen Drive

334 **Pickfair Community Center**
10904 Pickfair Drive

335 **Canyon Vista Middle School**
8455 Spicewood Springs Road

336 **Hallmark Baptist Church**
9023 Old Lampasas Trail

337 **Lakewood Homeowner's Association**
7317 Lakewood Drive

338 **Travis County WCID #18**
1502 San Juan Drive

339 **Western Hills Church of Christ**
6211 Parkwood Drive

342 **Barton Hills Elementary School**
2108 Barton Hills Drive

343 **Alara Canyon Creek**
8225 N 620

345 **Bridge Point Elementary School**
6401 Cedar Street

346 **Serene Hills Elementary School**
3301 Serene Hills Drive (Lakeway)

347 **Hill Country Middle School**
1300 Walsh Tarlton Lane

349 **ACC Pinnacle Campus**
7748 Highway 290 West

350 **Cowan Elementary School**
2817 Kentish Drive

351 **Small Middle School**
4801 Monterey Oaks Boulevard

352 **Covington Middle School**
3700 Convict Hill Road

354 **Travis Country Office (H.O.A.)**
4504 Travis Country Circle

355 **Southwest Church of Christ**
8900 Manchaca Road

356 **Casey Elementary School**
9400 Texas Oaks Drive

358 **Boone Elementary School**
8101 Croftwood Drive

359 **Hudson Bend Middle School**
15600 Lariat Trail

360 **Bowie High School**
4103 West Slaughter Lane

361 **West Rural Community Center**
8656-A Highway 71 West

362 **Will Hampton Branch Public Library**
5125 Convict Hill Road

363 **Shepherd of the Hills Presbyterian Church**
5226 West William Cannon Drive

364 **Valley View Elementary School**
1201 South Capital of Texas Highway

366 **Mills Elementary School**
6201 Davis Lane

367 **Kiker Elementary School**
5913 La Crosse Avenue

370 **Round Mountain Community Center**
14340 Round Mountain Road (Leander)

371 **Lago Vista High School**
8039 Bar-K Ranch Road

372 **Northwest Rural Community Center**
18649 FM 1431, Suite 6A

373 **Rolling Hills Community Church**
6201 Lohman Ford Road

374 **Deer Creek Elementary School**
2420 Zeppelin Drive

375 **Volente Firehouse & City Hall**
15406 FM 2769

376 **Canyon Ridge Middle School - NEW**
12601 Country Trails Lane

377 **Shepherd of the Hills Christian Church**
6909 West Courtyard Drive

378 **Austin Christian Fellowship**
6401 River Place Boulevard

379 **Steiner Ranch Elementary School**
4001 Quinlan Park Road

401 **Del Valle ISD Administration Building**
5301 Ross Road

402 **Elroy Community Library**
13512 FM 812

403 **Creedmoor Elementary School**
5604 FM 1327

404 **Blazier Elementary School**
8601 Vertex Boulevard

405 **Ojeda Middle School - NEW**
4900 McKinney Falls Parkway

406 **St. Alban's Episcopal Church**
11819 IH-35 South

407 **South Rural Community Center**
3518 South FM 973

409 **Galindo Elementary School**
3800 South 2nd Street

410 **Science & Health Resource Center**
305 North Bluff Drive (Formerly Pleasant Hill Elementary)

411 **Akins High School**
10701 South 1st Street

412 **Combined @ 454 Joslin Elementary School**
4500 Manchaca Road

413 **Combined @ 406 St. Alban's Episcopal Church**
11819 IH-35 South

420 **Pleasant Hill Apartments**
2501 Anken Drive

421 **Congress Avenue Baptist Church**
1511 South Congress Avenue

422 **Fulmore Middle School**
201 East Mary Street

423 **Montopolis Recreation Center**
1200 Montopolis Drive

424 **South Austin Recreation Center**
1100 Cumberland Road

426 **Govalle Elementary School**
3601 Govalle Avenue

427 **Allan Elementary School**
4900 Gonzales Street

429 **Dan Ruiz Branch Public Library**
1600 Grove Boulevard

430 **Combined @ 409 Galindo Elementary School**
3800 South 2nd Street

431 **Baty Elementary School - NEW**
2101 Faro Drive

433 **Travis High School**
1211 East Oltorf Street

437 **Becker Elementary School**
906 West Milton Street

438 **Sanchez Elementary School**
73 San Marcos Street

439 **Cantu/Pan Am Recreation Center**
2100 East 3rd Street

440 **Heights Assembly of God Church**
3314 Burleson Rd

441 **St. John's Lutheran Church**
409 West Ben White Boulevard

442 **Dawson Elementary School**
3001 South 1st Street

443 **Mendez Middle School**
5106 Village Square Drive

444 **Austin City Hall**
301 West 2nd Street, 1st Floor

445 **Travis County Courthouse**
1000 Guadalupe Street, 1st Floor

446 **St. Elmo Elementary School**
600 West St. Elmo Road

447 **Odom Elementary School**
1010 Turtle Creek Boulevard

448 **Langford Elementary School**
2206 Blue Meadow Drive

450 **Dove Springs Recreation Center**
5801 Ainez Drive

451 **Bedichek Middle School**
6800 Bill Hughes Road

452 **Houston Elementary School**
5409 Ponciana Drive

454 **Joslin Elementary School**
4500 Manchaca Road

455 **Cunningham Elementary School**
2200 Berkeley Avenue

458 **Mockingbird Post Office**
7310 Manchaca Road

460 **ACC South Austin Campus**
1820 West Stassney Lane

461 **Ann Richards School**
2206 Prather Lane (formerly Porter Middle School)

462 **Austin Travis County MHMR**
1700 South Lamar Boulevard, Suite 101

463 **Williams Elementary School**
500 Mairo Street

26

Agenda Item No._____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session_____ Voting Session: **December 29, 2009**

I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)

B. Requested Text:

Consider and take appropriate action regarding an order designating the main Early Voting location, all temporary Early Voting locations, and mobile Early Voting polling places for the March 2, 2010 Joint Primary Election.

RECEIVED
COUNTY JUDGE'S OFFICE
09 DEC 22 PM 2:00

Approved by:_____
Signature of Commissioner or Judge

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

SEE ATTACHED

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

John Hille, County Attorney **49415**

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.

Dana DeBeauvoir
Travis County Clerk
5501 Airport Boulevard
Austin TX 78751

Elections Division
854-4996

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: December 22, 2009

RE: Agenda Request for approval of the order designating the main Early Voting location, all temporary Early Voting locations, and mobile Early Voting polling places for the March 2, 2010 Joint Primary Election.

The Travis County Clerk is sending you a list of the Early Voting permanent and mobile polling locations to be certified by the Commissioners Court. The certification will be valid for the March 2, 2010 Joint Primary Election.

ORDER DESIGNATING MAIN EARLY VOTING POLLING PLACE, TEMPORARY BRANCH EARLY VOTING POLLING PLACES, AND HOURS FOR EARLY VOTING ON WEEKDAYS FOR MARCH 2, 2010 JOINT PRIMARY ELECTION

WHEREAS, pursuant to Texas Election Code Section 85.002(b), the Travis County Commissioners Court may designate the main early voting polling place for county-wide elections; and,

WHEREAS, pursuant to Texas Election Code Section 85.062(a)(1), the Travis County Commissioners Court may designate temporary branch early voting polling places for an election in which the county clerk is the early voting clerk; and,

WHEREAS, pursuant to Texas Election Code Section 85.005, subsections (a) and (c), early voting shall be conducted at the main early voting polling place for at least twelve (12) hours on each weekday of the last week of the early voting period, and for other weekdays during the early voting period, the days and hours the county clerk's office is regularly open for business; and,

WHEREAS, pursuant to Texas Election Code Section 85.064(b), early voting by personal appearance at each temporary branch early voting polling place established under Section 85.062(d) shall be conducted on the days that early voting is required to be conducted at the main early voting polling place, and the authority establishing those temporary branch early voting polling places shall determine the hours during which voting is to be conducted on those days; and,

WHEREAS, pursuant to Texas Election Code Section 85.064(c), early voting by personal appearance at temporary branch early voting polling places, other than those polling places designated pursuant to Section 85.062(d), may be conducted on any one or more days and during any hours of the period for early voting by personal appearance; and,

WHEREAS, the temporary branch early voting polling places designated by this Order are located as prescribed by Section 85.062, Subsections (b), (c), (d), (e), and (f), Texas Election Code.

NOW, THEREFORE, in accordance with Section 85.001, subsections (a) and (c), Texas Election Code, and in accordance with the above referenced legal authorities, the Travis County Commissioners Court hereby designates for the March 2, 2010 Joint Primary Election the main early voting polling place, the temporary branch early voting polling places, and the temporary branch early voting polling places designated for the mobile early voting program, as set forth in Exhibit A, which is attached hereto and hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length.

For the March 2, 2010 Joint Primary Election, the main early voting polling place will be open for early voting by personal appearance on weekdays from 7:00 a.m. to 7:00 p.m., beginning on Tuesday, February 16, 2010, through Friday, February 26, 2010, except that the temporary branch early voting polling places specified in Exhibit A will be open for early voting by personal

appearance during those days and hours specified in Exhibit A.

BE IT SO ORDERED on this, the _____ day of December 2009.

Honorable Samuel T. Biscoe
Travis County Judge

Honorable Ron Davis
Commissioner, Precinct One

Honorable Sarah Eckhardt
Commissioner, Precinct Two

Honorable Karen Huber
Commissioner, Precinct Three

Honorable Margaret Gómez
Commissioner, Precinct Four

EXHIBIT A

Travis County Elections Early Voting Guide
March 2, 2010 Joint Primary Election

Early Voting operates:
Tuesday, February 16, 2010 - Friday, February 26, 2010

Elecciones del Condado de Travis
Guía de la Votación Adelantada
Elecciones Primarias Conjuntas 2 de marzo, 2010

Período de la Votación Adelantada:
Martes, 16 de Febrero, 2010 – Viernes, 26 de Febrero, 2010

CENTRAL/ *CENTRAL*

Travis County Airport Blvd Offices
5501 Airport Blvd
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía –6 pm

Fiesta Mart Central
3909 North IH-35 @ Delwood Shopping Center
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía –6 pm

University of Texas
2400 Inner Campus Drive
Flawn Academic Center Lobby, West Mall, UT Campus
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía –6 pm

Goodwill Industries
701 Newman Dr
Mon–Sat 10 am–7 pm, Sun Noon-6 pm
Lunes–Sab 10 am–7 pm, Dom Mediodía –6 pm

NORTH / *NORTE*

Ben Hur Shriners Hall
7811 Rockwood Lane
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía –6 pm

MT Supermarket
10901 N. Lamar Blvd., Bldg G at Chinatown Center
Mon–Fri 10 am–7 pm, Sat–Sun Closed
Lunes–Viernes 10 am–7 pm, Sab –Dom cerrado

NORTHEAST / *NORESTE*

County Tax Office, Pflugerville (Community Room)
15822 Foothill Farms Loop
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía –6 pm

Goodwill Industries
1015 Norwood Park Boulevard
Mon–Fri 8 am–7 pm, Sat 9 am–7 pm, Sun Noon–6 pm
Lunes–Viernes 8 am–7 pm, Sab 9 am–7 pm,
Dom Mediodía –6 pm

NORTHWEST / *NOROESTE*

Randalls Research and Braker
10900-D Research Boulevard @ Braker Lane
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía –6 pm

HEB Four Points, FM 620 and RR 2222
7301 FM 620 North (temp building in parking lot)
(edificio provisional en el estacionamiento)
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía –6 pm

SOUTH/*SUR*

HEB South Congress
2400 South Congress (temp building in parking lot)
(edificio provisional en el estacionamiento)
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía –6 pm

Randalls Ben White and Manchaca
2025 West Ben White Boulevard @ Manchaca Road
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía –6 pm

SOUTHEAST / *SURESTE*

Dan Ruiz Public Library
1600 Grove Blvd
Mon–Thur 10 am–7 pm, Fri Closed, Sat 10 am–5 pm,
Sun Closed
Lunes–Jueves 10 am–7 pm, Viernes cerrado,
Sab 10 am–5 pm, Dom cerrado

Fiesta Mart Stassney
5510 S. IH-35 @ Stassney
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía –6 pm

SOUTHWEST / *SUROESTE*

Randalls South Mopac and William Cannon
6600 South Mopac @ William Cannon
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía –6 pm

Randalls Brodie and Slaughter
9911 Brodie Lane @ Slaughter Lane
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía –6 pm

EAST / *ESTE*

Parque Zaragoza Recreation Center
2608 Gonzales Street @ East 7th
Mon–Fri 10 am–7 pm, Sat 10 am–5 pm, Sun Closed
Lunes–Viernes 10 am–7 pm, Sab 10 am–5 pm,
Dom cerrado

Carver Museum
1165 Angelina Street
Mon–Fri 10 am – 6 pm, Sat 1 pm–5 pm,
Sun Closed
Lunes–Viernes 10 am–6 pm, Sab 1 pm–5 pm,
Dom cerrado

WEST / *OESTE*

Flagship Randalls at Westlake Hills
3300 Bee Caves Road
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía –6 pm

Randalls Lakeway
2301 RR 620 South
Mon–Sat 7 am–7 pm, Sun Noon–6 pm
Lunes–Sab 7 am–7 pm, Dom Mediodía –6 pm

Last Updated 12-23-09 at 12:48 pm

Travis County Elections Mobile Early Voting Guide
March 2, 2010 Joint Primary Election

Guía de los Sitios Móviles para Votación Adelantada
Elecciones Primarias Conjuntas 2 de marzo de 2010

Tuesday Feb 16
martes, 16 de febrero

Travis Building
1701 North Congress Avenue
8 am – 6 pm

Brackenridge Hospital
601 East 15th Street
9 am – Noon

Dell Children's Hospital
4900 Mueller Boulevard
2 pm – 5 pm

Parsons House
1130 Camino La Costa
8 am – 10 am

Continental
4604 South Lamar Boulevard
11:30 am – 1:30 pm

Summit Lakeway
1917 Lohmans Crossing Rd.
4 pm – 7 pm

Wednesday Feb 17
miércoles, 17 de febrero

Sam Houston Building
201 East 14th Street
8 am – 6 pm

Stephen F. Austin Building
1700 North Congress Avenue
8 am – 6 pm

Austin Resource Center for the Homeless
(ARCH)
500 East 7th Street
8 am – 10 am

RBJ Residential Tower
21 Waller Street
11:30 am – 1:30 pm

Lakeside Senior Center
85 Trinity
3 pm – 5 pm

Thursday Feb 18
jueves, 18 de febrero

Central Services Building
1711 San Jacinto Boulevard
8 am – 6 pm

Winters Building
701 West 51st Street
8 am – 6 pm

Emeritus at North Austin
5310 Duval Road
9 am – Noon

Heritage Pointe
1950 Webberville Road
2 pm – 5 pm

Friday Feb 19
viernes, 19 de febrero

Southwest Key Program
6002 Jain Lane
9 am – 6 pm

Seton Northwest
11113 Research Boulevard
9 am – Noon

Seton Main Hospital
1201 West 38th Street
2 pm – 5 pm

Englewood Estates
2603 Jones Road
8 am – 10 am

Westminster Manor
4100 Jackson Avenue
11:30 am – 1:30 pm

Emeritus at Beckett Meadows
7709 Beckett Road
3 pm – 5 pm

Saturday Feb 20
sábado, 20 de febrero

Crystal Falls Golf Club
3400 Crystal Falls (Leander)
9 am – 6 pm

Bee Cave City Hall
4000 Galleria Parkway
9 am – 6 pm

Volente Volunteer Fire Dept
15406 FM 2769 (Volente)
8 am – Noon

Mitchie's Gallery
7801 North Lamar Boulevard Ste D-106
(New Address)
2 pm – 6 pm

Sunday Feb 21
domingo, 21 de febrero

Briarcliff Property Owners Association
22801 Briarcliff Drive (Briarcliff)
1 pm – 6 pm

Deer Creek Elementary School
2420 Zeppelin Drive (Cedar Park)
Noon – 6 pm

Heartland Health Care Center
11406 Rustic Rock Drive
4 pm – 6 pm

Monday Feb 22
lunes, 22 de febrero

Austin City Hall
301 West 2nd Street, 1st floor
9 am – 6 pm

LBJ Building
111 East 17th Street
8 am – 6 pm

Heritage Park Center
2806 Real Street
9 am – Noon

Heatherwilde Assisted Living
401 South Heatherwilde Blvd. (Pflugerville)
2 pm – 5 pm

Tuesday Feb 23
martes, 23 de febrero

Austin State Hospital
4110 Guadalupe Street
7 am – 4 pm

Del Valle ISD
Administration Building
5301 Ross Road (Del Valle)
9 am – 6 pm

Northwest Rural
Community Center
18649 FM 1431, Suite 6A (Jonestown)
9 am – 6 pm

Wednesday Feb 24
miércoles, 24 de febrero

Lago Vista City Hall
5803 Thunderbird St (Lago Vista)
9 am – 6 pm

Travis County Courthouse
1000 Guadalupe St
8 am – 5 pm

Huston-Tillotson University
900 Chicon Street
9 am – 1 pm

St. Edwards University
3001 South Congress Avenue
3 pm – 7pm

Thursday Feb 25
jueves, 25 de febrero

Lago Vista City Hall
5803 Thunderbird St (Lago Vista)
9 am – 6 pm

Travis County Courthouse
1000 Guadalupe St
8 am – 5 pm

Town Lake Center
721 Barton Springs Road
10 am – 6 pm

Friday Feb 26
viernes, 26 de febrero

Lago Vista City Hall
5803 Thunderbird St (Lago Vista)
9 am – 6 pm

Travis County Courthouse
1000 Guadalupe St
8 am – 5 pm

Manor ISD Administration Building
10323 US Highway 290E (Manor)
9 am – 6 pm

WS# _____
VS# 27

TRAVIS COUNTY COMMISSIONER COURT
AGENDA REQUEST

Please consider the following item for: Voting Session Dec. 29, 2009

I. A. Request made by County Auditor's Office, telephone number 854-9125.

B. Requested text: Revenue and expenditure reports for the month of November 2009.

C. Approved by: _____.
Signature of Commissioner or Judge.

II. A. Copies reports delivered to Commissioners on Monday, December 21, 2009 .

B. Have the agencies affected by this request been invited to attend the work session?
Yes _____ No__ X__ Please list those contacted and their phone numbers :

_____

_____

_____

III. PERSONNEL:

_____ A change in your department 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 Human Resource Management Department, and / or the Planning and Budget Office mist be notified prior to the 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 p.m. on Tuesdays for the following week's meeting.

09 DEC 21 PM 1:23
COUNTY JUDGE'S OFFICE
RECEIVED

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

28

Voting Session: December 29, 2009

Roger A. El Khoury

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 contract between Travis County and the Star of Texas Rodeo. (Exec Session Gov't Code Ann 551.071 & 551.072)

C. Approved by: _____
Signature of Commissioner or Judge

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

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

John Hille, Jr., Assistant County Attorney, (49415)
Michael Norton, Exposition Center Director, FMD, (44900)

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 22 PM 4:35

C3

Travis County Commissioners Court Agenda Request

Voting Session **Tuesday, December 29, 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 15, 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 15, 2009

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 15th day of December 2009, the Commissioners' Court convened the Voting Session at 9:17 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 1:20 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 2:10 PM and adjourned at 2:14PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 2:14 PM and adjourned at 2:14 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 2:14 PM and adjourned at 2:14 PM.

The Commissioners Court reconvened the Voting Session at 2:15 PM.

The Commissioners Court retired to Executive Session at 2:24 PM.

The Commissioners Court reconvened the Voting Session at 3:12 PM.

The Commissioners Court adjourned the Voting Session at 4:58 PM.

PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING THE FOLLOWING REQUESTS: (9:17 AM)

   A. AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE FOUR PUBLIC UTILITY EASEMENTS LOCATED ON LOT K OF MCDETT ESTATE, THE RESUBDIVISION OF LOT 6 AND 7, BLOCK C OF AQUA VERDE SUBDIVISION; AND

   B. AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE ALL PUBLIC UTILITY EASEMENTS LOCATED ON LOTS 5, 6 AND 7, BLOCK C OF AQUA VERDE SUBDIVISION. (COMMISSIONER HUBER) (ACTION ITEM #16)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 16 for a summary of the action item.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to open the public hearing.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, Transportation and Natural Resources (TNR).

Motion by Commissioner Huber **and seconded by** Commissioner Gómez to close the public hearing.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

2. RECEIVE COMMENTS REGARDING DETENTION BASIN AND WATER QUALITY CONTROL INSPECTION AND MAINTENANCE AMENDMENTS TO TRAVIS COUNTY CODE CHAPTER/TITLE 30, JOINT TRAVIS COUNTY/CITY OF AUSTIN SUBDIVISION CODE FOR THE EXTRATERRITORIAL JURISDICTION. (ACTION ITEM #20) (9:18 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 20 for a summary of the action item.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to open the public hearing.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, TNR.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to close the public hearing.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

CITIZENS COMMUNICATION

Members of the Court heard from: Harold Davis, Travis County Resident; Gus Peña, Travis County Resident; Ronnie Gjemre, Travis County Resident; and Maurice Priest, Travis County Resident. (9:20 AM)

CONSENT ITEMS

Members of the Court heard from: Travis Gatlin, Budget Analyst, Planning and Budget Office (PBO); and Ronnie Gjemre, Travis County Resident.

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to approve the following Consent Items: C1-C3 and Items 8, 9, 11, 12, 13, 16.A&B, 17, 18, 19, 20, 23, 25.A-C, 27, 28, 29.A-E, 30, 31.A&B, 32.A&B, and 33. (9:35 AM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.

C2. APPROVE MINUTES FOR VOTING SESSION OF NOVEMBER 24, 2009.

C3. APPROVE MINUTES FOR VOTING SESSION OF DECEMBER 1, 2009.

RESOLUTIONS AND PROCLAMATIONS

3. APPROVE PROCLAMATION HONORING CECELIA BURKE FOR HER MANY YEARS OF SERVICE TO TRAVIS COUNTY. (COMMISSIONER GÓMEZ) (9:39 AM)

Members of the Court heard from: Estella Medina, Chief Juvenile Probation Officer; Gus Peña, Travis County Resident; Bruce Elfant, Constable, Precinct 5; and Cecelia Burke, Director, Domestic Relations Office (DRO).

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve the Proclamation in Item 3.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

HEALTH AND HUMAN SERVICES DEPT. ITEMS

4. 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. (9:52 AM)

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); Andrea Colunga Bussey, Division Director, Family Support Services, TCHHS&VS; and Jane Prince-Maclean, Case Management Coordinator, Family Support Services Division, TCHHS&VS.

Discussion only. No formal action taken.

5. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: (10:46 AM)

A. ACCEPT COMMENTS RECEIVED DURING THE 30-DAY PUBLIC COMMENT PERIOD ON THE PROPOSED SUBSTANTIAL AMENDMENTS TO THE PROGRAM YEARS 2006-2009 ACTION PLANS; AND

B. APPROVE THE FINAL DRAFT OF TRAVIS COUNTY SUBSTANTIAL AMENDMENTS TO THE PROGRAM YEARS 2006-2009 ACTION PLANS.

Clerk's Note: Items 5.A&B are associated with one another and were called for concurrent discussion.

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 approve that comment, and then I guess the final draft of the Substantial Amendments.

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

6. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR ASSISTANCE FROM FOUNDATION COMMUNITIES FOR THE OPERATION OF ITS TAX PREPARATION ASSISTANCE PROGRAM DURING THE 2010 TAX SEASON TO PROVIDE FREE INCOME TAX FILING ASSISTANCE TO ELIGIBLE RESIDENTS: (10:49 AM)

   A. AGREEMENT FOR THE PROVISION OF SPACE AT TRAVIS COUNTY'S SOUTH RURAL COMMUNITY CENTER IN DEL VALLE FOR THE OPERATION OF TAX PREPARATION ASSISTANCE PROGRAM DURING THE 2010 TAX SEASON;

Members of the Court heard from: Sherri Fleming, Executive Manager, TCHHS&VS; and Ronnie Gjemre, Travis County Resident.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 6.A.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 6 CONTINUED

6. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR ASSISTANCE FROM FOUNDATION COMMUNITIES FOR THE OPERATION OF ITS TAX PREPARATION ASSISTANCE PROGRAM DURING THE 2010 TAX SEASON TO PROVIDE FREE INCOME TAX FILING ASSISTANCE TO ELIGIBLE RESIDENTS: (10:50 AM)

   B. IN-KIND SUPPORT TO FOUNDATION COMMUNITIES' TAX PREPARATION ASSISTANCE PROGRAM IN THE FORM OF PRINTING BROCHURES, FLIERS, FORMS AND OTHER PROMOTIONAL MATERIALS FOR THE 2010 TAX SEASON; AND

Members of the Court heard from: Sherri Fleming, Executive Manager, TCHHS&VS.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 6.B.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

6. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR ASSISTANCE FROM FOUNDATION COMMUNITIES FOR THE OPERATION OF ITS TAX PREPARATION ASSISTANCE PROGRAM DURING THE 2010 TAX SEASON TO PROVIDE FREE INCOME TAX FILING ASSISTANCE TO ELIGIBLE RESIDENTS: (10:52 AM)

   C. IN-KIND SUPPORT TO FOUNDATION COMMUNITIES' TAX PREPARATION ASSISTANCE PROGRAM IN THE FORM OF DEAF INTERPRETERS SERVICES FOR THE 2010 TAX SEASON.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 6.C.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

PURCHASING OFFICE ITEMS

7. APPROVE MODIFICATION NO. 4 TO CONTRACT NO. PS040161JW, NORA DEL BOSQUE, TO PROVIDE PROFESSIONAL LEGISLATIVE ADVOCACY SERVICES FOR COUNTY AUDITOR. (10:53 AM)

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent; Deece Eckstein, Intergovernmental Relations Officer; Susan Spataro, Travis County Auditor; and John Hille, Assistant County Attorney.

Motion by Commissioner Gómez **and seconded by** Judge Biscoe to approve Item 7.

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

8. APPROVE MODIFICATION NO. 8 TO CONTRACT NO. 07T00270RG, INFORMATION MANAGEMENT SOLUTIONS, FOR PRINTING AND MAILING SERVICES. (9:35 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 2) TO CONTRACT NO. PS090134RE WITH WORKFORCE SOLUTIONS-CAPITAL AREA WORKFORCE BOARD. (9:35 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. APPROVE MODIFICATION NO. 3 TO CONTRACT NO. PS070382VR, THE SPANGENBERG GROUP, FOR EVALUATION PROGRAM SERVICES. (9:17 AM)

Item 10 postponed.

11. APPROVE CONTRACT AWARD WITH THE MOBILE FILM SCHOOL, INC. FOR PROFESSIONAL FILM AND CULINARY ARTS TRAINING SERVICES FOR COURT-INVOLVED YOUTH. (9:35 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The Court noted that this is an art program for youth in Juvenile Probation.

12. APPROVE TWELVE-MONTH EXTENSION TO 43 CONTRACTS WITH VARIOUS CONTRACTORS FOR SOCIAL SERVICES AND AUTHORIZE COUNTY PURCHASING AGENT TO SIGN ALL CONTRACTS ON THE COURT'S BEHALF. (SEE ATTACHMENT "A" TO THIS AGENDA) (9:35 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. APPROVE MODIFICATION NO. 3 TO CONTRACT NO. PS070371JW, ESPEY CONSULTANTS, INC., CONSULTING SERVICES FOR HAMILTON CREEK AND POOL CLEANUP. (9:35 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 REGARDING CONTRACT NO. PS100076RE FOR EMPLOYMENT SERVICES OF AN INTERIM HUMAN RESOURCES DIRECTOR. (9:17 AM)

Item 14 postponed.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

THIS ITEM TAKEN UP AT 11:00 A.M.

15. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING: (11:12 AM) (2:24 PM) (3:12 PM)

    A. APPLICATIONS FOR SITE DEVELOPMENT PERMITS FOR TXI HORNSBY BEND EAST AND TXI HORNSBY BEND WEST MINING SITES (PERMIT APPLICATION NOS. 08-2430 AND 08-2431, RESPECTIVELY); AND

    B. ROADWAY IMPROVEMENT AGREEMENT WITH TXI OPERATIONS, L.P. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY)

Clerk's Note: Items 15.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, TNR; Teresa Calkins, Engineer, TNR; David Greear, Traffic Manager, TNR; Tom Weber, Environmental Quality Program Manager, TNR; Christopher Gilmore, Assistant County Attorney; Jon White, Natural Resources Program Manager, TNR; Henry Gilmore, Partner, DuBois, Bryant, and Campbell, LLP, Representing TXI Operations, LP; David Perkins, Director, Communications and Government Affairs, TXI Operations, LP; Darrell Peckham, Hydrogeologist, Thornhill Group, Inc.; Jim Skeith, Murphy Engineering; Maurice Osborn, Manager of Communication and Government Affairs, TXI Operations, LP; Jeff Roessler, General Manager, Operations, Sandy Gravel Sites, TXI Operations, LP; Maurice Priest, Travis County Resident; Jeanette Kincaid, Travis County Resident; Vera Mesaro, Qualico AC, LP; Judy Holden, Travis County Resident; Dr. Elizabeth Jones, Travis County Resident; Richard McDonald, Travis County Resident; Ronnie Gjemre, Travis County Resident; Kenneth Koym, Imperial Valley Homeowners Association; W. Ryan Metz, Travis County Resident; and Dr. Don Holden, Travis County Resident.

Discussion only. No formal action taken.

Item 15.A was revisited at 2:24 PM.

Clerk's Note: Judge Biscoe announced that Item 15.A would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 15.A was not discussed in Executive Session.

Items 15.A&B to be reposted December 22, 2009.

16. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING REQUESTS: (9:35 AM)

A. AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE FOUR PUBLIC UTILITY EASEMENTS LOCATED ON LOT K OF MCDETT ESTATE, THE RESUBDIVISION OF LOT 6 AND 7, BLOCK C OF AQUA VERDE SUBDIVISION; AND

B. AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE ALL PUBLIC UTILITY EASEMENTS LOCATED ON LOTS 5, 6 AND 7, BLOCK C OF AQUA VERDE SUBDIVISION. (COMMISSIONER HUBER)

Clerk's Note: Items 16.A&B are the action items for the public hearing on Agenda Item 1.

Clerk's Note: Items 16.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUEST TO SET A PUBLIC HEARING ON JANUARY 12, 2010 TO RECEIVE PUBLIC COMMENTS REGARDING PROPOSED REVISIONS TO TRAVIS COUNTY CODE CHAPTERS 64 AND 82 RELATING TO STORM WATER MANAGEMENT REQUIREMENTS ON THE LAKE TRAVIS WATERSHED AND OTHER UNINCORPORATED AREAS OF TRAVIS COUNTY. (COMMISSIONER HUBER) (9:35 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST TO USE SAVINGS FROM THE PRECINCT ONE 1997 BOND PROGRAM TO FUND ADDITIONAL DESIGN SERVICES RELATED TO THE 2005 BOND PROGRAM KIMBRO-PARSONS BRIDGE IMPROVEMENT PROJECT IN PRECINCT ONE. (COMMISSIONER DAVIS) (9:35 AM)

Clerk's Note: Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON A PRELIMINARY PLAN IN PRECINCT FOUR: SOUTHVIEW HILLS ESTATES SUBDIVISION (22 TOTAL LOTS). (COMMISSIONER GÓMEZ) (9:35 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The Court thanked residents for working with County Staff to resolve all the issues and enable the preliminary plan to be approved.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON DETENTION BASIN AND WATER QUALITY CONTROL INSPECTION AND MAINTENANCE AMENDMENTS TO TRAVIS COUNTY CODE CHAPTER/TITLE 30, JOINT TRAVIS COUNTY/CITY OF AUSTIN SUBDIVISION CODE FOR THE EXTRATERRITORIAL JURISDICTION. (9:35 AM)

Clerk's Note: Item 20 is the action item for the public hearing on Agenda Item 2.

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING WHISPER VALLEY VARIANCE REQUESTS. (COMMISSIONER DAVIS) (10:31 AM)

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, TNR; Steve Manilla, Director, Public Works, TNR; and John Williams, President, Park Springs Neighborhood Association.

Motion by Commissioner Davis **and seconded by** Judge Biscoe to approve Item 21.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

22. CONSIDER AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY POSITION ON TEXAS DEPARTMENT OF TRANSPORTATION PLANS REGARDING PROPOSED IMPROVEMENTS TO FM 1626 FROM FM 967 IN HAYS COUNTY TO BRODIE LANE IN TRAVIS COUNTY. (2:15 PM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Huber to approve Item 22.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	absent
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

PLANNING AND BUDGET DEPT. ITEMS

23. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING TWO REIMBURSEMENT RESOLUTIONS TO PERMIT THE PURCHASE OF COUNTY COMPUTER EQUIPMENT AND PROFESSIONAL SERVICES AND THE ACQUISITION, DESIGN, CONSTRUCTION, RENOVATION OR EQUIPPING OF TWO PROPERTIES TO PROCEED TO BE REIMBURSED BY FISCAL YEAR 2010 CERTIFICATES OF OBLIGATION. (9:35 AM)

Clerk's Note: Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

24. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:38 AM)

Members of the Court heard from: Jessica Rio, Assistant Budget Manager, PBO.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve Item 24.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

25. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (9:35 AM)

A. GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, STOP VIOLENCE AGAINST WOMEN GRANT PROGRAM FOR THE SHERIFF'S OFFICE TO PURCHASE LAPTOPS FOR TCSO VICTIM SERVICES PERSONNEL;

B. GRANT CONTRACT WITH THE U.S. DEPARTMENT OF JUSTICE – BUREAU OF JUSTICE ASSISTANCE FOR THE SHERIFF'S OFFICE TO RECEIVE PARTIAL REIMBURSEMENT FOR HOUSING INMATES ELIGIBLE UNDER THE IMMIGRATION AND NATURALIZATION ACT OF 1990; AND

C. GRANT CONTRACT WITH THE U.S. DEPARTMENT OF JUSTICE – BUREAU OF JUSTICE ASSISTANCE FOR THE SHERIFF'S OFFICE TO RECEIVE FUNDS FOR OVERTIME RELATED TO PARTICIPATION OF STAFF IN THE HUMAN TRAFFICKING LAW ENFORCEMENT TASK FORCE.

Clerk's Note: Items 25.A-C approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

26. RECEIVE UPDATE AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY DEBT MODEL OBLIGATIONS, IMPACT ON DEBT CAPACITY AND FUTURE CASH-FLOW ASSUMPTIONS. (2:19 PM) (2:23 PM)

Item 26 postponed until December 22, 2009.

ADMINISTRATIVE OPERATIONS ITEMS

27. 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 $715,804.02 FOR THE PERIOD OF NOVEMBER 27 TO DECEMBER 3, 2009. (9:35 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 PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:35 AM)

Clerk's Note: Item 28 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

29. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING LIABILITY CLAIM RECOMMENDATIONS: (9:35 AM)

A. GREATER AUSTIN AREA TELECOMMUNICATIONS NETWORK - SETTLE;

B. UTILITY DAMAGE CLAIM SERVICES, INC. (TIME WARNER) - SETTLE;

C. CITY OF AUSTIN - SETTLE;

D. TRAVIS COUNTY INFORMATION AND TELECOMMUNICATIONS SYSTEMS - SETTLE; AND

E. CITY OF AUSTIN COMMUNICATIONS AND TECHNICAL DEPARTMENT - SETTLE.

Clerk's Note: Items 29.A-E approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

30. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENT BETWEEN TRAVIS COUNTY AND FARMHOUSE DELIVERY IN CONNECTION WITH IMPLEMENTATION AND MANAGEMENT OF HEALTHY WORKPLACE PROGRAM. (9:35 AM)

Clerk's Note: Item 30 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

JUSTICE AND PUBLIC SAFETY ITEMS

31. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND THE FOLLOWING EMERGENCY SERVICES DISTRICTS WITHIN TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES: (9:35 AM)

A. TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 5; AND

B. BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1.

Clerk's Note: Items 31.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

32. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND THE FOLLOWING SMALL CITIES WHOLLY WITHIN TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES: (9:35 AM)

A. CITY OF JONESTOWN; AND

B. CITY OF PFLUGERVILLE.

Clerk's Note: Items 32.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

33. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:35 AM)

Clerk's Note: Item 33 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

THIS ITEM WILL BE CALLED UP FOR CONSIDERATION AND ACTION EARLY IN THE MORNING. INTERVIEWS WILL BE CONDUCTED AT 2:00 P.M.

34. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY APPOINTMENT TO THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS: (11:03 AM) (2:21 PM) (3:19 PM)

A. DETERMINE SHORT-LIST OF CANDIDATES TO BE INTERVIEWED BY THE COURT;

B. ADOPT LIST OF QUESTIONS TO BE ASKED DURING INTERVIEWS;

Clerk's Note: Items 34.A&B are associated with one another and were called for concurrent discussion.

Clerk's Note: The Court discussed which candidates they would interview based on a scoring system and referred to the candidates by their score.

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 we interview the top two, that would be 11 and 6 scores.

Withdrawal of the Previous Motion and second was made by Judge Biscoe **and** Commissioner Gómez.

ITEM 34 CONTINUED

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt to interview the top three, 11, 6 and the 5; and that starting at 2:00 PM we schedule the appointments at 45 minutes apart; and we schedule Ms. Silas last.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court agreed without objection to review the proposed list of questions during the lunch break.

Item 34.B was revisited at 2:21 PM

Clerk's Note: The Court discussed the list of 10 proposed questions.

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we use these during the interviews today.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 34 CONTINUED

34. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY APPOINTMENT TO THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS: (11:03 AM) (2:21 PM) (3:19 PM)

C. INTERVIEW CANDIDATES; AND

D. SELECT ONE CANDIDATE TO SERVE ON BOARD.

Clerk's Note: Items 34.C&D are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Sandra L. Baldridge, applicant; Kenny Taylor, applicant; and Beverly Silas, applicant.

Items 34.C&D were discussion only. No formal action taken.

Item 34.D to be reposted on December 22, 2009.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney
Note 2 Gov't Code Ann 551.072, Real Property
Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

35. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN AREA. [1] AND [2] (2:24 PM) (3:12 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.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that we authorize our broker UGL Equis to deliver a non-binding letter of intent to purchase real property to a certain owner of property in central Austin.

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

ADDED ITEMS

A1. RECEIVE UPDATE ON THE 2009 TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN. (10:22 AM)

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk.

Discussion only. No formal action taken.

A2. DECLARE CERTAIN NARCOTICS CANINES AS SURPLUS PROPERTY AND AUTHORIZE SAME AS TRADE-IN ON A NEW CANINE, PURSUANT TO SECTION 263.152 OF THE TEXAS LOCAL GOVERNMENT CODE. (10:22 AM)

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item A2.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Judge Biscoe **and seconded by** Commissioner Davis to adjourn the Voting Session. (4:58 PM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

_____

Date of Approval

_____

Samuel T. Biscoe, Travis County Judge

C4

Travis County Commissioners Court Agenda Request

Voting Session **Tuesday, December 29, 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 Special Voting Session of December 17, 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 17, 2009

TRAVIS COUNTY COMMISSIONERS' COURT

On Thursday, the 17th day of December 2009, the Commissioners' Court convened the Special Voting Session at 10:13 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 11:03 AM.

The Commissioners Court reconvened the Voting Session at 12:07 PM.

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1. 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: (10:13 AM) (11:08 AM)

   A. DETERMINE THE LIST OF QUESTIONS TO BE ASKED OF CANDIDATES DURING INTERVIEWS;

   B. INTERVIEW CANDIDATES:

      1. CHARLES HEIMSATH; AND

      2. JOHN HERNANDEZ; AND

   C. MAKE APPOINTMENT.

Clerk's Note: Items 1.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer; and John Hernandez, applicant.

Item 1.B revisited at 11:08 AM.

Members of the Court heard from: Charles Heimsath, applicant.

Items 1.A-C were discussion only. No formal action taken.

Item 1.C to be reposted on December 22, 2009.

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to adjourn the Special Voting Session. (12:07 PM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

_____

Date of Approval

_____

Samuel T. Biscoe, Travis County Judge

Item # C5

Travis County Commissioners Court Agenda Request

Meeting Date: December 29, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Language:

REAPPOINT VELVA PRICE TO SERVE A TWO YEAR TERM AS CIVIL SERVICE COMMISSIONER, EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2011.

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.

Lorrie Pickering, Civil Service Commission, x44769	

RECEIVED
COMMISSIONERS COURT
09 DEC 22 AM 10:25
COUNTY

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, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

From: Lorrie Pickering
To: Melissa Velasquez
Date: 12/22/2009 10:20 AM
Subject: Re: Commission Appointment - Velva Price
Attachments: Velva Price - request apptdoc.doc

Here is Ms. Price's request for reappointment. Thank you.

>>> Melissa Velasquez 12/16/2009 2:28 PM >>>
Lorrie, can we get a letter or memo from Ms. Price regarding her request for reappointment. We are planning to place this reappointment on the Dec 29th agenda.

Thank you,

Melissa Velasquez
Executive Assistant
Travis County Judge's Office
PO Box 1748
Austin, Texas 78767
(512) 854-9558 office
(512) 854-9535 fax
email: melissa.velasquez@co.travis.tx.us

>>> On 12/1/2009 at 11:42 AM, Lorrie Pickering wrote:
This is to notify the Commissioners Court that Velva Price's two year term as Civil Service Commissioner will expire on December 31, 2009. She has been a tremendously dedicated and tireless asset to this department, and it is my understanding that she would be agreeable to continue to serve us in this capacity. Please let me know if she will be reappointed.

Thank you.

LORRIE PICKERING, COORDINATOR
CIVIL SERVICE COMMISSION
P.O. BOX 1748
AUSTIN, TEXAS 78767
(512) 854-4769 (Office)
(512) 854-4794 (Fax)

VELVA L. PRICE
DR.
AUSTIN, TEXAS 78723

December 22, 2009

Hon. Sam Biscoe, County Judge
Travis County Commissioner's Court
314 W. 11th Street
Austin, TX

Re: Reappointment to the Travis County Civil Service Commission for Sheriff Office Employees

Dear Hon. Biscoe:

I am requesting reappointment as a Commissioner to the Travis County Civil Service Commission for Sheriff Office Employees ["Commission"]. I have immensely enjoyed my time on the Commission. In addition, I believe that my service with the other Civil Service Commissioners has resulted in the Commission continuing its reputation in having all interested persons convey their thoughts and suggestions in an open environment. In addition, the Commission has been a positive and effective organization that works hard to ensure that changes and enforcement of the Civil Service System is fair and in the best interest of employees and the citizens of Travis County.

Your consideration of my request is much appreciated. If you or any of the Commissioners have any questions, I can be reached at (cell) or (home).

Very truly yours,

Velva L. Price

Board of Directors
Travis County Bee Cave Road District No. 1 Agenda Request

Voting Session **Tuesday, December 29, 2009** (Date)

Work Session _____ (Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Travis County Bee Cave Road District No. 1 Minutes for the Voting Session of December 15, 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 –DECEMBER 15, 2009

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 15th day of December, 2009, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 2:14 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct One Commissioner Ron Davis was not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 2:14 PM.

1. AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (2:14 PM)

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to pay the claims in Item 1.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	absent
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1. (2:14 PM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	absent
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

_____

Date of Approval

_____

Samuel T. Biscoe, Travis County Judge

Agenda Item No. 1

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session December 29, 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 15, 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 15, 2009

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, December 15, 2009, at 2:10 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; and Margaret Gomez, Secretary. Ron Davis, Assistant Secretary was absent.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MINUTES OF BOARD OF DIRECTOR MEETINGS OF OCTOBER 20, OCTOBER 27, NOVEMBER 3, NOVEMBER 10, NOVEMBER 17 AND NOVEMBER 24, 2009.**

   The Board heard from: Harvey Davis, Manager;

   Motion: Director Gomez moved to approve the request.
   Director Eckhardt seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	absent

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: Harvey Davis, Manager; Craig Alter, Executive Director, Housing Authority of Travis County

   Motion: Director Gomez moved to approve the request
   Director Biscoe seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	absent

Staff Note: An Interlocal Agreement was approved. The grant is a 0% forgivable loan. The loan is forgiven as the Housing Authority provides enhanced services to its tenants.

ADJOURN

The meeting was adjourned at 2:13 p.m.

_____

Margaret Gomez, Secretary

Agenda Item No. 1

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session December 29, 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 15, 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.

Last Updated 12-23-09 at 12:48 pm

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION HELD ON TUESDAY, DECEMBER 15, 2009

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, December 15, 2009, at 2:14 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. Ron Davis, Assistant Secretary was absent.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE TWO INVOICES FROM THE WELLNESS BUDGET.**

   The Board heard from: Harvey L. Davis, Manager

   Motion: Director Biscoe moved to approve the request.
   Director Huber seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	absent

   Staff Note: The invoices are $1,100 for the Exposition Center and $1,000 for Lee McCormick.

ADJOURN

The meeting was adjourned at 2:15 p.m.

_____

Margaret Gomez, Secretary