

RECEIVED
JAN 28 2010 10:51
TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

DATE OF VOTING SESSION: February 9, 2010

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

B. REQUESTED TEXT:

APPROVE PROCLAMATION RECOGNIZING FEBRUARY 12, 2010 AS
TAKE HEART AUSTIN DAY IN THE AUSTIN-TRAVIS COUNTY COMMUNITY.
(COMMISSIONER ECKHARDT)



COUNTY JUDGE OR COMMISSIONER

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

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

____ Bid, Purchase Contract, Request for Proposals

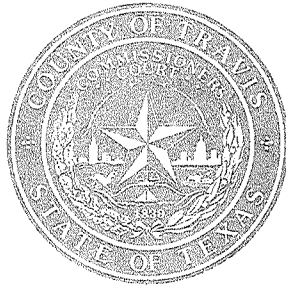
COUNTY ATTORNEY'S OFFICE (854-9415)

____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN 28 AM 10:51

Travis County Commissioners Court



Proclamation

WHEREAS, Take Heart Austin is the eighth annual celebration for cardiac arrest survivors, their families and their rescuers; and,

WHEREAS, victims of cardiac arrest in our area are blessed to have access to lifesaving care 24/7, thanks to the dedicated members of the Austin-Travis County Emergency Medical Services System; and,

WHEREAS, we are pleased to recognize the Austin-Travis County EMS System, including the fourteen Travis County Emergency Services Districts, for their efforts to improve survival and recovery from sudden cardiac arrest through professional and public education;

NOW THEREFORE, BE IT RESOLVED, that the Travis County Commissioners Court hereby recognizes February 12, 2010 as Take Heart Austin Day in the Austin-Travis County community.

ADOPTED THIS THE DAY OF 2010.

Samuel T. Biscoe, Travis County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

ATTEST:

Dana DeBeauvoir, County Clerk

Item # 2

Travis County Commissioners Court Agenda Request

Meeting Date: February 9, 2010

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Language:

Approve Proclamation designating the week of February 7 through 14, 2010 as "Congenital Heart Defect Awareness Month" in Travis County.

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.

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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

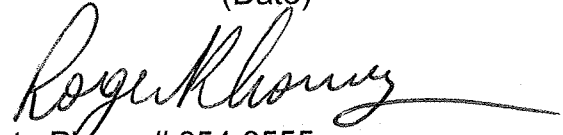
County Attorney's Office (854-9415)

- ☐ Contract, Agreement, Travis County Code - Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 FEB -4 PM 5:01

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.

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Travis County Commissioners Court Agenda RequestVoting Session February 9, 2010
(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 \$437,127.76, for the period of January 22, 2010 to January 28, 2010.

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
10 FEB -2 AM 11:33

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: February 9, 2010

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: January 22, 2010 to January 28, 2010

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$437,127.76

HRMD RECOMMENDATION: The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$437,127.76.

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
JANUARY 22, 2010 TO JANUARY 28, 2010

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

DATE: February 9, 2010
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: January 22, 2010
TO: January 28, 2010

REIMBURSEMENT REQUESTED: \$ 437,127.76

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,424,890.40
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: February 2, 2010	\$ (984,912.81)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 437,127.76
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 437,127.76

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 (\$69,000.56) 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 \$11,225.88.

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.

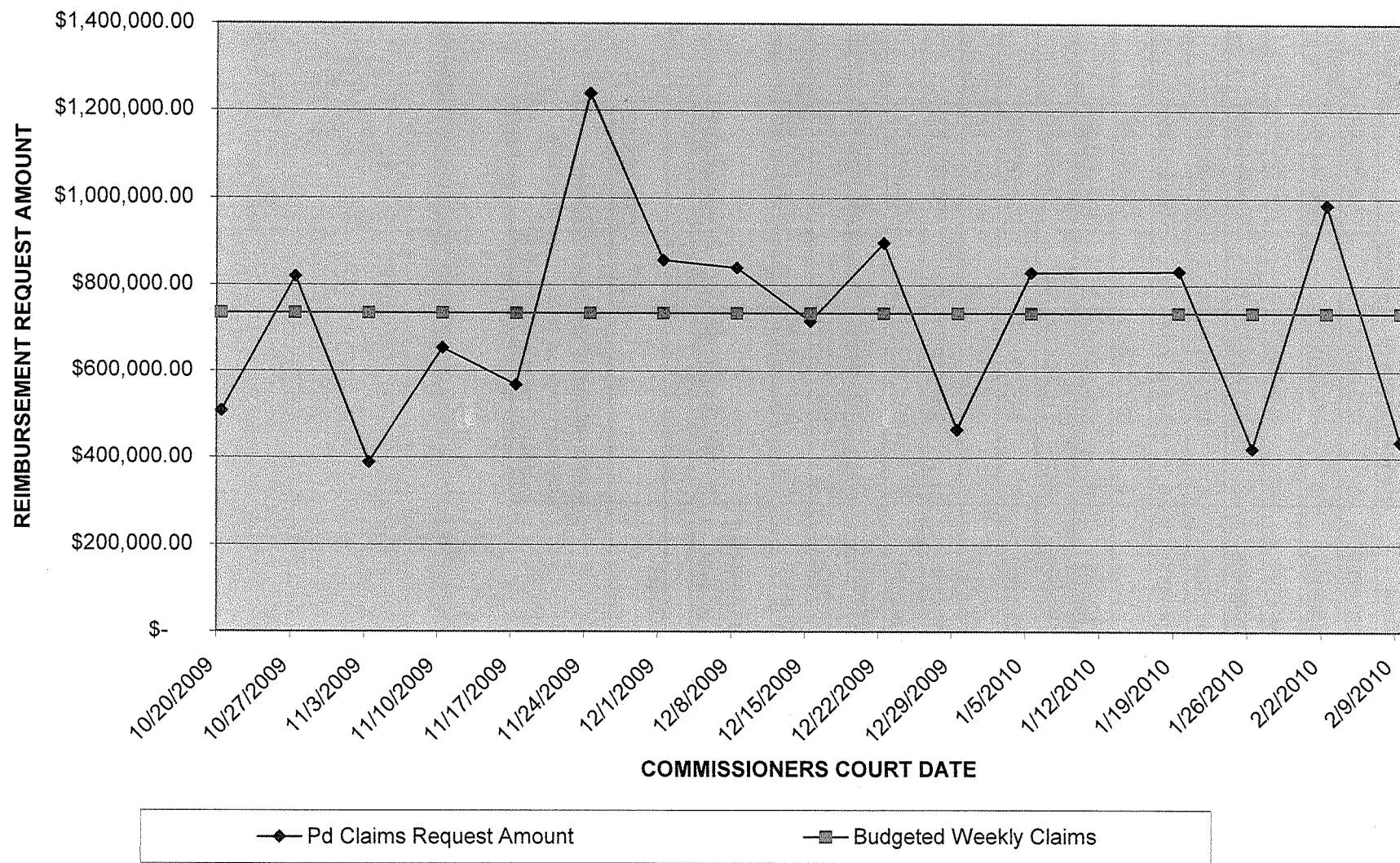
Dan Mansour 2-1-10
Dan Mansour, Risk Manager Date

Cindy Purinton 2-1-10
Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 2-1-10
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 WEEKLY PAID CLAIMS vs WEEKLY 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	\$ -
12/18/09-12/24/09	1/5/2010	\$ 829,110.94	\$ 734,960.88	1	\$ 28,410.00
1/1/10-1/7/10	1/19/2010	\$ 831,839.27	\$ 734,960.88	1	\$ 74,273.56
1/08/10-1/14/10	1/26/2010	\$ 421,088.38	\$ 734,960.88	0	\$ -
1/15/10-1/21/10	2/2/2010	\$ 984,912.81	\$ 734,960.88	3	\$ 212,163.43
1/22/10-1/28/10	2/9/2010	\$ 437,127.76	\$ 734,960.88	0	\$ -
	Paid and Budgeted Claims - to date	\$ 11,453,022.66	\$ 11,759,414.08		
	Amount Under Budget		\$ (306,391.42)		
		Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.			

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

FROM: UNITEDHEALTH GROUP
 AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2010-01-29 REQUEST AMOUNT: \$1,424,890.40

CUSTOMER ID: 00000701254
 CONTRACT NUMBER: 00701254 00709445
 BANK ACCOUNT NUMBER: 0475012038
 FUNDING
 FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE
 ABA NUMBER: 021000021
 ADVICE FREQUENCY: DAILY

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2010-01-28	\$546,381.79
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
<hr/>	
= UNDER DEPOSIT:	\$1,392,336.21
+ CURRENT DAY NET CHARGE:	\$32,554.19
+ FUNDING ADJUSTMENTS:	\$00.00
<hr/>	

REQUEST AMOUNT: \$1,424,890.40

ACTIVITY FOR WORK DAY: 2010-01-22

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$25,588.25	\$00.00	\$25,588.25
TOTAL:	\$25,588.25	\$00.00	\$25,588.25

ACTIVITY FOR WORK DAY: 2010-01-25

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$153,985.61	\$00.00	\$153,985.61

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

For the payment week ending: 01/28/2010

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

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_01_28

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	-76	28	2402386	AB		1 1/26/2010	55	1/29/2010	1/28/2009
701254	632	-77.52	28	2280487	AB		1 1/26/2010	55	1/29/2010	1/28/2009
701254	632	-77.76	28	2280488	AH		1 1/26/2010	55	1/29/2010	1/28/2009
701254	632	-90 RE		43969711	AA		1 9/28/2009	50	1/27/2010	1/28/2009
701254	632	-95.84	28	2280489	AE		1 1/26/2010	55	1/29/2010	1/28/2009
701254	632	-163.13	28	2280490	A		1 1/26/2010	55	1/29/2010	1/28/2009
701254	632	-199.2 RC		48798584	AA		1 6/1/2009	50	1/27/2010	1/28/2009
701254	632	-277.8 RD		70612564	AI		2 1/21/2010	50	1/27/2010	1/28/2009
701254	632	-318.98	28	2402772	AA		1 1/26/2010	55	1/29/2010	1/28/2009
701254	632	-357.14 RD		49831574	AA		1 1/23/2010	50	1/29/2010	1/28/2009
701254	632	-406.12 RE		89526225	AH		1 1/23/2010	50	1/29/2010	1/28/2009
701254	632	-535.38	28	2280480	AA		1 1/26/2010	55	1/29/2010	1/28/2009
701254	632	-540 UY		12919252	AA		1 9/18/2009	50	1/27/2010	1/28/2009
701254	632	-552.23 UX		56897891	AA		1 7/6/2009	50	1/27/2010	1/28/2009
701254	632	-621.12 RD		49831575	AA		1 1/23/2010	50	1/29/2010	1/28/2009
701254	632	-750.53 UY		40939892	AA		7 10/30/2009	50	1/26/2010	1/28/2009
701254	632	-794.25 NN		SSN0000C	AL		0 1/19/2010	600	1/25/2010	1/28/2009
701254	632	-1118.45 NN		SSN0000C	AL		0 1/25/2010	600	1/29/2010	1/28/2009
701254	632	-3798.5 UY		64813666	AH		1 1/21/2010	50	1/27/2010	1/28/2009

437,127.76

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 1/28/2009

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	81,322.66
	RR	
	526-1145-522.45-29	5,370.52
Total CEPO		\$86,693.18
EPO		
	EE	
	526-1145-522.45-20	81,844.17
	RR	
	526-1145-522.45-21	14,517.26
Total EPO		\$96,361.43
PPO		
	EE	
	526-1145-522.45-25	225,929.91
	RR	
	526-1145-522.45-26	28,143.24
Total PPO		\$254,073.15
Grand Total		\$437,127.76

4

Travis County Commissioners Court Agenda Request

Voting Session 2/9/10
(Date)

Work Session _____
(Date)

I. Request made by:

Roger A. El Khoury, M.S., P.E., Director, Facilities Management Phone # 854-4579
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

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

II. Additional Information

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).
- B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

III. Required Authorizations: Please check if applicable:

- _____ Planning and Budget Office (854-9106)
- _____ Human Resources Management Department (854-9165)
- _____ Purchasing Office (854-9700)
- _____ County Attorney's Office (854-9415)
- _____ County Auditor's Office (854-9125)



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

February 9, 2010

ITEM # :

DATE: January 29, 2010

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: Tracey Calloway, Interim Director, HRMD *TC*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 14.

If you have any questions or comments, please contact Tracey Calloway at 854-9170 or Todd L. Osburn at 854-2744.

RAE/TC/TLO

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
Comm Pct 3	60001	Executive Asst*	16 / \$45,000.00	16 / \$45,000.00
County Atty	89	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
County Clerk	81	Accountant	16 / Midpoint / \$45,151.39	16 / Midpoint / \$45,151.39
Juvenile Probation	89	Juvenile Shift Supv	19 / Level 1 / \$45,572.80	19 / Level 1 / \$45,572.80
Juvenile Probation	172	Office Specialist Sr	12 / Level 2 / \$29,224.00	12 / Level 2 / \$29,224.00
TNR	320	Park Ranger	60 / Step 5 / \$46,773.38	60 / Step 5 / \$46,773.38
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Atty	20003	Office Asst	8 / \$10.10	8 / \$10.10	02
County Atty	20013	Office Asst	8 / \$10.10	8 / \$10.10	02
County Atty	20016	Office Asst	8 / \$10.10	8 / \$10.10	02
County Atty	20017	Office Asst	8 / \$10.10	8 / \$10.10	02
County Clerk	20575	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
Probate Court	20021	Accountant Assoc	13 / \$14.18	13 / \$14.18	02
Tax Collector	20092	Administrative Asst I	11 / \$12.39	11 / \$12.39	02
Tax Collector	20108	Accounting Clerk	11 / \$12.39	11 / \$12.39	02
TNR	50111	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Constable 1	21	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	\$44,075.20	\$47,532.37	Career Ladder. Peace Officer Pay Scale (POPS).
Constable 1	22	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	\$44,075.20	\$47,532.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	493	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1405	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1704	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1734	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1743	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$51,223.95	\$56,401.90	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1745	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$48,269.94	\$52,580.94	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
Pretrial Services	7	Pretrial Officer I / Grd 15	Pretrial Officer I / Grd 15	\$33,764.43	\$35,452.65	Career Ladder. Pay is between min and midpoint of pay grade.
Pretrial Services	29	Pretrial Officer I / Grd 15	Pretrial Officer I / Grd 15	\$34,777.60	\$36,516.48	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

**PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY
REASSIGNMENTS / TEMPORARY ASSIGNMENTS**

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Constable 1	Slot 16 / Court Clerk I / Grd 13 / \$29,501.26	Constable 1	Slot 16 / Court Clerk I / Grd 13 / \$31,300.46	Salary adjustment. Pay is between min and midpoint of pay grade.
District Atty	Slot 20 / Attorney VI / Grd 28 / \$88,571.94	District Atty	Slot 213 / Attorney VI / Grd 28 / \$88,571.94	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 213 / Attorney VI / Grd 28 / \$85,217.88	District Atty	Slot 20 / Attorney VI / Grd 28 / \$85,217.88	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 225 / Office Specialist / Grd 10 / \$24,793.60	District Atty	Slot 114 / Office Specialist / Grd 10 / \$24,793.60	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
HRMD	Slot 44 / Registered Nurse II / Grd 20 / Part-time \$44,695.04	HRMD	Slot 44 / Registered Nurse II / Grd 20 / Full-time \$55,868.80	Status change from part- time to full-time (32 hrs to 40 hrs).
Juvenile Probation	Slot 411 / Office Specialist / Grd 10 / \$25,974.89	Juvenile Probation	Slot 200 / Office Specialist / Grd 10 / \$25,974.89	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 33 / RN Charge Nurse / Grd 21 / \$66,485.13	Sheriff	Slot 1325 / RN Charge Nurse / Grd 21 / \$66,485.13	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.

*** Actual vs Authorized**

**PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY
REASSIGNMENTS / TEMPORARY ASSIGNMENTS**

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 1325 / RN Charge Nurse / Grd 21 / \$67,518.01	Sheriff	Slot 33 / RN Charge Nurse / Grd 21 / \$67,518.01	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1624 / Security Coord / Grd 12 / \$29,224.00	Sheriff	Slot 329 / Cadet / Grd 80 / \$33,750.91	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.

*** Actual vs Authorized**

AD HOC CLASSIFICATION CHANGE

		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
HHS	163	Administrative Assoc / 14506	NE	14	Case Worker / 15812	NE	15

Department requests in order to meet departmental needs. PBO has confirmed funding available.

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NEW JOB CLASSIFICATIONS

Position Title / Position #	FLSA	Pay Grade
Starflight Chief Clinical Supervisor	E	25
Starflight Senior Aircraft Mechanic	NE	22
HRMD recommends creation of the Starflight Chief Clinical Supervisor and the Starflight Senior Aircraft Mechanic job classifications to support the operations within Starflight, complete the integration of City and County positions, and facilitate CAMT re-accreditation. Required funding is verified by PBO. See attached memo, page 7.		

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



HRMD

Human Resources Management

1010 Lavaca, 2nd Floor • P.O. Box 1748 • Austin, Texas 78701 • (512) 854-9165

MEMORANDUM

DATE: January 29, 2010
TO: Members of the Commissioners Court
VIA: Roger A. El Khoury, M.S., P.E., Director, Facilities Management
FROM: Todd Osburn, Compensation Manager
SUBJECT: Proposed New Job Classifications

A handwritten signature in black ink, reading "Roger A. El Khoury", is positioned to the right of the "VIA" line.

HRMD recommends creation of two new job classifications as outlined below:

STARflight Senior Aircraft Mechanic

This position will assist the Director Of Maintenance and serve as the lead mechanic in helicopter maintenance operations. Incumbents will provide leadership to the mechanic staff and provide information to management to facilitate the performance evaluation of mechanic staff. Additionally duties will include working with Original Equipment Manufacturers (OEMs) to resolve technical issues. Other duties will be consistent with the regular duties of the STARflight Aircraft Mechanic. Creation of this job classification will facilitate career progression within the STARflight Aircraft Mechanic series. PBO has verified funding as approved in the FY 2010 Budget.

STARflight Chief Clinical Supervisor

The job functions of this position are required by the Commission of Accredited Medical Transport Systems (CAMTs) and the Texas Board of Nursing. In order to retain CAMTs certification in 2010, Travis County STARflight needs to have a dedicated position to ensure clinical training and quality control for medical flight personnel. Establishment of this position will also formalize supervisory responsibilities and stabilize span of control. In addition to supervisory and medical duties, the incumbent will provide clinical oversight, oversee clinical performance, participate in the research of clinical trends and advancements and provide quality assurance in line with CAMTs standards. PBO has verified funding as approved in the FY 2010 Budget.

Pending Commissioners Court approval of these two new classifications, HRMD will work with Emergency Medical Service and PBO to properly classify employees within these assigned roles in support of the reorganized division.

Should you have questions, contact Todd Osburn at ext. 42744.

TRAVIS COUNTY JOB DESCRIPTION

DRAFT

JOB TITLE: *STAR Flight* Chief Clinical Supervisor

JOB CODE: 25XXX

PAY GRADE: 25

FLSA STATUS: Exempt

LAST REVISED: XX/XX/10

JOB SUMMARY:

Under general direction, exercises leadership and management of strategic and tactical clinical objectives specific to duties, tasks and responsibilities related to the daily activities of *STAR Flight* a public safety air rescue program. Oversees and participates in medical teams functioning in program operations including medical care and air transport of critically injured/ill patients, aerial fire fighting, search and rescue and law enforcement assistance. Participates in public service education and safety programs throughout the *STAR Flight* response area.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Public Safety/Emergency Management job family. This classification represents senior management within the department and works closely with program management to provide safe, effective and efficient operations. Provides clinical oversight and quality assurance in accordance with Commission of Accredited Medical Transport System standards (CAMTS). Requires a flexible work schedule and working under difficult conditions to meet the needs of the department. Available for emergency response at all times when in the geographic area. Works some holidays, nights and weekends.

DUTIES AND RESPONSIBILITIES:

- Participates in planning, developing, managing and implementing programmatic, operational and administrative activities related to *STAR Flight*, including aviation and clinical services. Develops and implements clinical plans, goals and objectives consistent with departmental goals and objectives.
- Manages subordinate clinical staff, including assisting in hiring, training, coaching, performance evaluation, disciplinary actions and dismissals, and directs activities to be consistent with goals and objectives. Facilitates opportunities for improved performance, learning and development of staff and identifies and addresses problems or conflicts.
- Facilitates compliance with Federal, State and Local laws and regulations. Manages and participates in the development of clinical and operational policies and procedures. Establishes clinical operating guidelines and protocols accordingly. Supervises the functions and activities related to the *STAR Flight* quality management and educational development programs and serves as the primary investigative officer into clinical inquiries.
- Provides clinical oversight and direction in conjunction with the *STAR Flight* Medical Director, utilizing Commission of Accredited Medical Transport System standards (CAMTS). Oversees program clinical performance and expectations and participates in the research of clinical trends and advancements.
- Manages and ensures all ongoing clinical training requirements are met. Coordinates with management, staff and external sources in all areas of expertise to access and implement training and continuing education in the areas of aviation, clinical, safety, administrative and other training. Provides opportunities for staff to achieve and maintain all required and professional development training.
- Participates in the development of annual program budget, including medical and operational data. Researches and provides costs, quotes, and bids for purchasing medications and medical equipment. Provides expected medical equipment replacement timetable and costs. Manages and monitors assigned funds and budget expenditures and ensures funds maintained for program needs. Provides operational reports and statistics, as required.
- May respond to emergency calls, as required, to provide medical care/oversight or other mission critical functions. Ensures emergency operations are staffed and operational on a 24/7 basis. Participates in coordinating activities and communicates with external agencies in completing missions and providing appropriate customer service. Ensures all flight qualified medical personnel maintain weight, physical fitness and competency requirements and medical equipment is available and functional at all times, including necessary preventative maintenance. Maintains controlled medications in a secured area(s) and facilitates adequate stocking levels.

TRAVIS COUNTY JOB DESCRIPTION

DRAFT

JOB TITLE: *STAR Flight* Chief Clinical Supervisor

JOB CODE: 25XXX
PAY GRADE: 25

FLSA STATUS: Exempt
LAST REVISED: XX/XX/10

DUTIES AND RESPONSIBILITIES: (Cont.)

- Represents *STAR Flight* and conducts public relations events and educational in-services for Travis County and surrounding service area. Attends community meetings, seminars, conferences, professional association and other meetings and participates on related committees, as required.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

Bachelor's degree in Emergency Management, Business Administration, Public Administration, Criminal Justice or a directly related field AND (5) years of increasingly responsible experience in emergency medical services or directly related field, including three (3) years of mid-to senior level supervisory or management experience;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:

Valid Texas Driver's License.

Must meet physical ability/strength standards established by Travis County for the *STAR Flight* Program.

Must meet minimum physical fitness requirements established by Travis County for the *STAR Flight* Program.

Subject to the *STAR Flight* mandated Anti-Drug and Alcohol Misuse Prevention Program.

Drug and alcohol testing shall be conducted as part of the pre-employment process.

If Paramedic, includes:

State/National Licensing and City of Austin/Travis County Certification as required by functional assignment.

Texas Department of State Health Services Paramedic Certification.

National Registry of Emergency Medical Technician-Paramedic.

Current certification Basic Cardiac Life Support and Advanced Cardiac Life Support.

Letter of support from Medical Director(s) or direct supervisor.

Paramedic Preferred:

Previous rotor or fixed-wing flight experience.

Critical Care experience.

Pediatric Advanced Life Support (or equivalent).

Advanced Trauma Life Support/Trauma Nurse Advanced Trauma Course.

Neonatal Resuscitation Program.

Current Flight Paramedic Certified.

Training in and understanding of Incident Command principles.

Demonstrated proficiency in Low to High Angle and Swift Water Rescue techniques.

Helicopter rescue experience.

Bilingual oral proficiency in English/Spanish.

If Flight Nurse, includes:

Current License to practice as a Registered Nurse in the State of Texas.

Current Certification Basic Cardiac Life Support and Advanced Cardiac Life Support.

Current Certification Pre-Hospital Trauma Life Support (or equivalent).

Letter of support from Medical Director(s) or direct supervisor.

TRAVIS COUNTY JOB DESCRIPTION**DRAFT****JOB TITLE: STAR Flight Chief Clinical Supervisor****JOB CODE:** 25XXX**PAY GRADE:** 25**FLSA STATUS:** Exempt**LAST REVISED:** XX/XX/10**MINIMUM REQUIREMENTS: (Cont.)****Flight Nurse Preferred:**

Previous rotor or fixed-wing flight experience.

Pre-hospital experience.

Level I or Level II trauma center experience.

Possess or meet Texas Department of State Health Services requirements for Emergency Care Attendant, Emergency Medical Technician or Paramedic Certification or Licensure.

National Registry of Emergency Medical Technician or Paramedic.

Pediatric Advanced Life Support (or equivalent).

Advanced Trauma Life Support/Trauma Nurse Advanced Trauma Course.

Neonatal Resuscitation Program.

Current Certified Emergency Nurse, Critical Care Registered Nurse, or Certified Flight Registered Nurse.

Training in and understanding of Incident Command principles.

Demonstrated proficiency in Low to High Angle and Swift Water Rescue techniques.

Helicopter rescue experience.

Bilingual oral proficiency in English/Spanish.

Knowledge, Skills, and Abilities:**Knowledge of:**

- Functions, policies and procedures, principles, practices and techniques of emergency services and public safety operations.
- Supervisory principles, practices and techniques.
- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- Incident Command principles.
- Clinical Practice Standards of Care.
- State and Federal regulatory or administrative requirements and practices.
- Budget development, process and maintenance.
- Methods of presentations.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Managing subordinates and working with all levels of personnel.
- Meeting emergencies.
- Building consensus and teamwork.
- Explaining complicated technical problems in simple non-technical language.
- Planning and organizing work assignments.
- Low to High Angle and Swift Water Rescue techniques.
- Helicopter rescue techniques.
- Problem-solving and decision-making.
- Both verbal and written communication.

Ability to:

- Supervise work of staff members.
- Work as a team member in a diverse organization.
- Communicate effectively.
- Work calmly, effectively, and decisively in emergency situations.
- Reason and make judgments and decisions.
- Prioritize needs, develop and implement plans of action.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Perform in a stressful environment, while maintaining a professional manner.

TRAVIS COUNTY JOB DESCRIPTION**DRAFT****JOB TITLE: STARFlight Aircraft Mechanic Senior****JOB CODE:** 22XXX**PAY GRADE:** 22**FLSA STATUS:** Non-Exempt**LAST REVISED:** XX/XX/10**JOB SUMMARY:**

Maintains helicopters and/or support functions associated with maintenance activities of *STAR Flight*, a public safety air rescue program. Participates in warranty administration, tracks and assists with spare parts administration, and maintains hangar facility. Assumes the essential duties of the Director of Maintenance if that person is unavailable.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Public Safety/Emergency Management job family. This classification is distinguished by the work performed on the *STAR Flight* aircraft to meet airworthiness requirements and by providing leadership to the mechanic staff at the repair shop level. This classification requires a flexible work schedule to meet the needs of the department. Available for emergency response at all times when in the geographic area. Emergency operations require working under difficult conditions. May be required to work extensive hours with minimal rest during periods of emergency operations.

DUTIES AND RESPONSIBILITIES:

- Assists the Director of Maintenance with monitoring maintenance functions. Also assists by working with Original Equipment Manufacturers (OEMs) to resolve technical issues.
- Provides an additional level of quality control over maintenance activities.
- Provides leadership to the mechanic staff and provides information to management to facilitate in the evaluation of performance.
- Performs scheduled and unscheduled helicopter maintenance, including electrical and avionics trouble shooting, component replacement and/or repair. Tracks and balances main rotor and tail rotor systems. Work is performed in compliance with Federal Aviation Administration (FAA) regulations, Approved Aircraft Inspection Program, (AAIP), Travis County Emergency Medical System (EMS) Operations Manual, manufacturer's maintenance specifications, and other approved related regulations.
- Performs scheduled or unscheduled maintenance on helicopters, including support equipment and flight crew helmets, and application of paint to aircraft and flight crew helmets.
- Performs hangar cleaning, cleans equipment and maintains a clean and safe work area and environment.
- Maintains required up-to-date physical inventory of parts, tools, materials, equipment and supplies.
- Rides in aircraft during operational check flights to evaluate aircraft performance.
- Maintains revision status of technical manuals. Reads and interprets manufacturers' maintenance manuals, service bulletins, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components.
- Assists and/or performs maintenance training. Addresses issues related to ground safety and training by crewmembers.
- Documents and completes FAA required records, logbooks, and historical data entries of maintenance performed.
- Performs other tasks necessary to comply with FAA Part 135 certification.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:**Education and Experience:**

High School diploma or G.E.D. AND five (5) years experience in repair and maintenance of helicopters, including three (3) years experience in the STAR Flight program;

TRAVIS COUNTY JOB DESCRIPTION

DRAFT

JOB TITLE: STARFlight Aircraft Mechanic Senior

JOB CODE: 22XXX

PAY GRADE: 22

FLSA STATUS: Non-Exempt

LAST REVISED: XX/XX/10

MINIMUM REQUIREMENTS: (Cont.)

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:

Valid Texas Class C Driver's License (CDL).

Possession of a valid issued Federal Aviation Administration (FAA) Airframe and Power Plant Certificate.

Must meet physical ability/strength standards established by Travis County for the **STAR Flight** Program.

Subject to the **STAR Flight** mandated Anti-Drug and Alcohol Misuse Prevention Program.

Drug and alcohol testing shall be conducted as part of the pre-employment process.

Knowledge, Skills, and Abilities:

Knowledge of:

- Principles of helicopter operations and maintenance, navigation and instrument flight equipment.
- Methods, materials and tools used in maintaining helicopters.
- Factory training in maintenance of helicopters.
- Methods, safety procedures and standard practices of the aircraft mechanic airworthiness functions.
- Federal Aviation Administration and aircraft maintenance regulations.
- Facilities and property management.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Using and caring of common and special purpose aircraft maintenance tools and test equipment.
- Tracking and balancing of main rotor and tail rotor systems.
- Preparing and applying of aircraft and flight crew helmets finishes.
- Meeting emergencies.
- Proper and applicable safety practices, procedures and regulations.
- Explaining complicated problems in simple non-technical language.
- Calculating estimates of time, labor and quantities of materials needed.
- Planning and organizing work assignments.
- Problem solving and decision-making.
- Both verbal and written communication.

Ability to:

- Maintain aircraft and other equipment.
- Maintain accurate logs.
- Read and comprehend technical publications.
- Communicate effectively.
- Work calmly, effectively and decisively in emergency situations.
- Reason and make judgments and decisions.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Maintain and repair helicopters.
- Perform in a stressful environment, while maintaining a professional manner.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Prioritize needs, develop and implement plans of action.
- Work as a team member within a diverse organization.
- Establish and maintain effective working relationships with County employees and officials, representatives of outside agencies, emergency services professionals and the general public.

TRAVIS COUNTY JOB DESCRIPTION**DRAFT****JOB TITLE: STARFlight Aircraft Mechanic Senior****JOB CODE: 22XXX****FLSA STATUS: Non-Exempt****PAY GRADE: 22****LAST REVISED: XX/XX/10****WORK ENVIRONMENT AND PHYSICAL DEMANDS:**

Physical requirements include meeting physical ability/strength standards outlined above. Physical requirements include the ability to lift/carry up to 50-100 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Must be available to work in inclement weather on a 24 hour a day basis. Subject to contact with dust, dangerous machinery, noise, fumes, potential harm, vibration, communicable diseases, and hazardous chemicals.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION**DRAFT****JOB TITLE:** *STAR Flight* Chief Clinical Supervisor**JOB CODE:** 25XXX**PAY GRADE:** 25**FLSA STATUS:** Exempt**LAST REVISED:** XX/XX/10**Knowledge, Skills, and Abilities: (Cont.)****Ability to: (Cont.)**

- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Establish and maintain effective working relationships with County employees and officials, representatives of outside agencies, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include meeting physical ability/strength standards outlined above. Physical requirements include the ability to lift/carry up to 50-100 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Based on aircraft weight limitation pilots in these positions should maintain a maximum body weight of 220 pounds. Must be available to work in inclement weather. Subject to contact with dust, dangerous machinery, noise, fumes, potential harm, vibration, communicable diseases, and hazardous chemicals.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

5

Voting Session: FEBRUARY 9, 2010

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES
Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING
REVISED AND AMENDED AGREEMENT FOR NICU TRANSPORT
HELICOPTER SERVICES AMONG TRAVIS COUNTY, SETON HEALTHCARE,
AND PEDIATRIX MEDICAL SERVICES, INC.
- C. Approved by: _____
Signature of Commissioner or Judge
- II. A. Any backup material to be presented to the court must be submitted
with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be
affected by or involved with this request. Send a copy of this Agenda Request and
backup to them:
- _____

- III. Required Authorizations: Please check if applicable.
- Planning and Budget Office (854-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant
- Human Resources Department (854-9165)
____ Change in your department's personnel (reorganization, restructuring etc.)
- Purchasing Office (854-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
____ Contract, Agreement, Policy & Procedure

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



Updated 02-05-2010 at 12:19pm

Austin-Travis County
STAR Flight

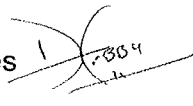


7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

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

MEMORANDUM

To: Travis County Commissioners Court

Through: Danny Hobby, Executive Manager, Emergency Services 

From: Casey Ping, Program Manager, **STAR Flight**

Date: February 2, 2010

Subject: Agreement for Seton Network Neonatal Transport Helicopter Services

The **STAR Flight** management team has completed a revised and amended Agreement for NICU (Neonatal Intensive Care Unit) transport helicopter services among Travis County, Seton HealthCare, and Pediatrix Medical Services, Inc. This Agreement is for the transportation of their neonatal transport team and neonate patients.

Revisions were in format with names of agencies and better language for insurance coverage's. Operational conditions remain the same.

Patients transported under this Agreement will be charged patient fees established by the Commissioners Court.

This contract continues our partnerships and strengthens our relationship with Travis County based hospitals. It facilitates getting patients into Austin for definitive care.

Please let me know if you have any questions or need additional information.

**REVISED AND AMENDED AGREEMENT FOR
NICU TRANSPORT HELICOPTER SERVICES
AMONG TRAVIS COUNTY,
SETON HEALTHCARE, AND
PEDIATRIX MEDICAL SERVICES, INC.**

This agreement is made among the following parties:

Travis County, a political subdivision of the State of Texas ("County") and

Seton Healthcare, formerly known as Daughters of Charity Health Services of Austin, ("Seton") a non-profit corporation, incorporated in Texas doing business as the following: University Medical Center at Brackenridge, Seton Medical Center Austin and Dell Children's Medical Center; and

Pediatric Medical Services, Inc., a non-profit corporation, incorporated in Texas and certified by the Texas State Board of Medical Examiners pursuant to Section 162.001(b) of the Texas Medical Practice Act ("Pediatric").

RECITALS

The official name for the air ambulance services operated by Travis County is "**STAR Flight**".

County, Seton, and Pediatric want to offer appropriately-staffed **STAR Flight** services involving the transport of neonatal patients from hospitals in Central Texas to neonatal intensive care units at Seton Hospitals when needed to improve clinical care of these patients.

County, Seton, and Pediatric entered into an agreement that began on 4-1-06 and has continued in full force to date. They want to make certain changes to the agreement to reflect changes in the relationship, the names of one of the parties and other matters. To effect these changes, the parties are simultaneously terminating the 4-1-06 agreement and entering into this Revised and Amended Agreement effective 8-4-09.

TERMINATION OF AGREEMENT

County and Seton, and Pediatric mutually agree that the Agreement For NICU Transport Helicopter Services Among Travis County, Daughters Of Charity Health Services Of Austin And Pediatric Medical Services, Inc. D/B/A Pediatric Medical Group Of Texas previously entered into by them between April 1, 2006 is terminated effective immediately upon execution of this agreement by all parties.

REVISED AND AMENDED AGREEMENT

NOW, THEREFORE, County, Seton, and Pediatric mutually agree to the following terms and conditions:

1.0 Definitions

1.1 "CAMTS" means Commission On Accreditation of Medical Transport Systems.

1.2 "Seton Transport Team" means a specialty transport registered nurse and specialty transport respiratory therapist, each of whom are appropriately trained in neonatal resuscitation and the stabilization of the neonates that meets or exceeds the training and competency standards that pertain to nurses and respiratory therapists who work in the transport environment outlined in the CAMTS.

1.3 "Seton Hospitals" means University Medical Center at Brackenridge, Seton Medical Center Austin and Dell Children's Medical Center.

1.4 "FAA" means the Federal Aviation Administration.

1.5 "Neonatal Nurse Practitioner" means a person employed or otherwise engaged by Pediatrix as a neonatal nurse practitioner who is a member of the medical staff or allied health professional staff of the Seton Hospitals who meets or exceeds the training and competency standards that pertain to nurse practitioners who work in the transport environment outlined by CAMTS.

1.6 "Neonatal Transport Flights" means helicopter transport of the Seton Transport Team and, if warranted, a Neonatologist and/or a Neonatal Nurse Practitioner to the Originating Hospital where there is a neonatal patient who would benefit from care rendered at Seton Hospitals, and, after treatment of the neonatal patient, helicopter transport for the Seton Transport Team, the Neonatologist and/or the Neonatal Nurse Practitioner, if applicable, and the neonatal patient to the Hospital of the Seton Transport Team.

1.7 "Neonatologist" means a person employed or otherwise engaged by Pediatrix as neonatologist who is a member of the medical staff or allied health professional staff of the Seton Hospitals who meets or exceeds the training and competency standards that pertain to physicians who work in the transport environment outlined in the CAMTS.

1.8 "Originating Hospital" means the hospital from which the Memorandum of Transfer by the attending physician is issued.

2.0 Term

2.1 Initial Term. This revised and amended agreement shall begin on 8-4-09 and continue in full force until 9-30-09.

2.2 Renewal Term. This agreement shall automatically renew each year after that for a term of one (1) year unless sooner terminated as provided in Section 9.

3.0 County Responsibilities

3.1 For **STAR Flight** operations, County shall provide one helicopter, suitable for EMS purposes, with medical stretcher package in place which complies with applicable federal and state statutes and regulations. County shall maintain the helicopter in accordance with the manufacturer's guidelines and applicable rules or regulations established by the FAA. County shall operate the helicopter in accordance with applicable FAA rules and regulations that may be in effect at the time; and in accordance with County operation protocols.

- 3.2 County shall staff one **STAR Flight** helicopter with a pilot in accordance with all applicable FAA regulations. County shall provide a flight paramedic or flight nurse acting as a flight safety officer. Flight paramedics, flight nurses, and safety officers providing services under this Agreement shall meet the training and competency standards that pertain to their qualifications as nurses, paramedics or safety officers outlined in the CAMTS. County pilots providing services under this Agreement shall meet the training and competency standards that pertain to pilots outlined in the CAMTS.
- 3.3 If any incident or condition can reasonably be expected to adversely affect **STAR Flight's** ability to provide air transport services or the safety of the patient or specialty team members, or result in the suspension of **STAR Flight** from the Medicare or Medicaid programs, County shall notify Seton and Pediatrix about that incident within a reasonable time after County becomes aware of it, which shall not exceed two business days.
- 3.4 County shall allow a representative from Seton to participate in the meetings of the Peer Based Safety Committee which usually occur monthly.
- 3.5 Upon request of Seton, County shall determine whether use of **STAR Flight** to provide a Neonatal Transport Flight is consistent with **STAR Flight** protocols and, if so, County shall accept the Neonatal Transport Flight. If the use of **STAR Flight** requires management approval, County shall advise Seton whether use of **STAR Flight** has been approved within one hour after receipt of the request. As the first step in implementing this flight, County shall provide helicopter transport of the Seton Transport Team and, if warranted, a Neonatologist or Neonatal Nurse Practitioner, if applicable to the Originating Hospital. County, in collaboration with the Seton Transport Team and the Neonatologist, shall determine whether **STAR Flight** should remain on the ground at the Originating Hospital during treatment of the neonatal patient or return to their base. When the Seton Transport Team request return transportation, then County shall provide return helicopter transport to the Seton Hospital for the Seton Transport Team, Neonatologist or Neonatal Nurse Practitioner, if applicable, and the neonatal patient.
- 3.6 During the time between dispatch of each Neonatal Transport Flight and completion of it, County has the authority through the Director of Aviation Operations, the Chief Pilot, and the Pilot in Command on each Flight to direct and supervise all members of the **STAR Flight** crew and all passengers like the Seton Transport Team, Neonatal Nurse Practitioner, and Neonatologist. County may stop any Neonatal Transport Flight and land the helicopter if, in the sole discretion of the **STAR Flight** pilot, any conditions exist which may in any way compromise the health or safety of any person. If the Neonatal Transport Flight is terminated, County shall notify the Seton Hospital as soon as practicable and assist Seton with alternate appropriate ground transport.
- 3.7 County shall maintain accreditation from the CAMTS for **STAR Flight**.
- 3.8 Exclusion from Participation. County represents and warrants to Seton and Pediatrix that neither County nor any person or entity providing services on behalf of County under this Agreement has ever been excluded from participation in any Federal or state health benefits program or any other governmental program (including, without limitation, Medicare, Medicaid CHAMPUS) as may be identified on the OIG, GSA or other

excluded provider list. County shall immediately notify Seton and Pediatrix in writing if any exclusion from program participation is recommended, initiated, or implemented with respect to County or any person or entity providing services on behalf of County. Despite any other provision of this Agreement, Seton or Pediatrix may terminate this Agreement immediately upon County's exclusion from any of these programs.

4.0 Seton Responsibilities

- 4.1 Seton shall offer County the opportunity to perform every Neonatal Transport Flight within the 19 county area served by **STAR Flight** and obtain a denial of the request from County before Seton offers the opportunity to any other air ambulance service. Provided however, if the County denies more than 20% of Seton's requests to provide Neonatal Transport Flights within a continuous ninety (90) day period, the provisions of the immediately preceding sentence shall no longer apply. **STAR Flight** may provide Seton with Neonatal Transport Services from outside the 19 county area served by **STAR Flight** with approval from the **STAR Flight** management team.
- 4.2 Seton shall staff Neonatal Transport Flights with a Seton Transport Team. During the stabilization and treatment of a neonatal patient, Seton Transport Team under the medical direction of a Neonatologist is responsible for the care and procedures needed to stabilize and treat the patient's condition. The Seton Transport Team uses clinical protocols for stabilization and treatment; which are developed and promulgated by the Neonatologists and the Seton neonatal intensive care unit practice-education council.
- 4.3 Seton shall appropriately train the Seton Transport Teams in neonatal resuscitation and the stabilization of the neonates. The Seton Transport Teams providing services under this Agreement shall meet the training and competency standards outlined by CAMTS. Seton shall instruct the Seton Transport Teams to comply with the direction and supervision by the Pilot in Command (as defined by the FAA) to the extent required by FAA regulations, the Travis County Operations Manual and this Agreement. Seton shall ensure that all members of the Seton Transport Teams meet or exceed all CAMTS requirements for specialty team members.
- 4.4 Seton is responsible for the condition and maintenance of any specialized equipment provided by Seton while participating in Neonatal Transport Flights.
- 4.5 Seton Transport Team is responsible for obtaining a Memorandum of Transfer from the attending physician at the Originating Hospital. The patient's parents or other responsible individual must consent to transport before a Memorandum of Transfer is issued.
- 4.6 Seton acknowledges that County is not required by this Agreement to land or take off at any location that does not have safe approach and departure corridors.
- 4.7 Before Seton references **STAR Flight** or the EMS helicopter services or uses any image of it in any marketing or advertising, Seton shall provide a copy to County through the **STAR Flight** Program Manager and the Executive Manager, Emergency Services, for its review and approval. County shall provide its conditions for approval, if any, within two business days after receipt of the copy. Seton must include a statement similar to: "**STAR Flight** is a service provided by Travis County" in all marketing or advertising by

Seton that references **STAR Flight** or the EMS helicopter. This statement must be featured in a manner that is easily recognizable by a viewer, reader, or listener under ordinary circumstances.

- 4.8 Seton shall provide County with a copy of the Memorandum of Transport and the admissions summary with statement of medical necessity for air transport included and, if not provided in these documents, the following additional information for billing purposes:

- Patient Name
- Patient Age
- Patient Date of Birth
- Patient Sex
- Patient's Residential Address
- Patient's County of Residence
- Patient's Phone Number
- Patient's Guardian or Next of Kin
- Patient's Primary Insurance – Name
- Patient's Primary Insurance – Policy and/or Group Number
- Patient's Primary Insurance – Address
- Patient's Supplemental Insurance – Name
- Patient's Supplemental Insurance – Policy and/or Group Number
- Patient's Supplemental Insurance – Address
- Guarantor Name
- Guarantor Date of Birth
- Guarantor Social Security Number
- Guarantor Relationship to Patient

If additional information is reasonably necessary for County to bill the patients for any Neonatal Transport Flight, Seton shall use its good faith efforts to provide it.

- 4.9 Exclusion from Participation. Seton represents and warrants to County and Pediatrix that neither Seton nor any person or entity providing services on behalf of Seton under this Agreement has ever been excluded from participation in any Federal or state health benefits program or any other governmental program (including, without limitation, Medicare, Medicaid CHAMPUS) as may be identified on the OIG, GSA or other excluded provider list. Seton shall immediately notify County and Pediatrix in writing if any exclusion from program participation is recommended, initiated, or implemented with respect to Seton or any person or entity providing services on behalf of Seton. Despite any other provision of this Agreement, County or Pediatrix may terminate this Agreement immediately upon Seton's exclusion from any of these programs.
- 4.10 Seton acknowledges that unscheduled maintenance requirements that might necessitate the County helicopter being out of service and the lack of availability of a helicopter for a continuous period of seven (7) days or less is not a breach under this Agreement. County shall advise Seton if the anticipated out of service time is more than two hours. County agrees that the requirements of Section 4.1 shall not apply during periods when the County helicopter is out of service for more than 24 hours.

- 4.11 Seton shall pay for any cost incurred if a ground ambulance is required to facilitate patient transport to or from the helicopter.
- 4.12 Seton shall allow County nurses and flight paramedics who provide services on **STAR Flight** to participate in the training provided by Seton related to care of the following:

neonates (referred to as STABLE).

5.0 Pediatric Obligations

- 5.1 Pediatric may request that Neonatologists and Neonatal Nurse Practitioners fly on Neonatal Transport Flights to provide assistance with, and, in the case of Neonatologist, direction of the care of a neonatal patient.
- 5.2 Pediatric shall instruct the Neonatologists and Neonatal Nurse Practitioners to comply with the direction and supervision by the Pilot in Command (as defined by the FAA) to the extent required by FAA regulations, the Travis County Operations Manual and this Agreement.
- 5.3 If not in flight, Pediatric shall ensure that a Neonatologist provides medical direction to the Seton Transport Team by radio or telephone communication.
- 5.4 Pediatric acknowledges that County is not required by this Agreement to land or take off at any location that does not have safe approach and departure corridors.
- 5.5 Before Pediatric references **STAR Flight** or the EMS helicopter services or uses any image of it, in any marketing or advertising, Pediatric shall provide a copy to County through the **STAR Flight** Program Manager and the Executive Manager Emergency Services for its review and approval. County shall provide its conditions for approval. If any, within two business days after receipt of the copy. Pediatric must include a statement similar to: "**STAR Flight** is a service provided by Travis County " in all marketing or advertising by Pediatric that references **STAR Flight** or the EMS helicopter. This statement must be featured in a manner that is easily recognizable by a viewer, reader, or listener under ordinary circumstances.
- 5.6 Exclusion from Participation. Pediatric represents and warrants to County and Seton that neither Pediatric nor any person or entity providing services on behalf of Pediatric under this Agreement has never been excluded from participation in any Federal or state health benefits program or any other governmental program (including, without limitation, Medicare, Medicaid CHAMPUS) as may be identified on the OIG, GSA or other excluded provider list. Pediatric shall immediately notify County and Seton in writing if any exclusion from program participation is recommended, initiated, or implemented with respect to Pediatric or any person or entity providing services on behalf of Pediatric. Despite any other provision of this Agreement, County or Seton may terminate this Agreement immediately upon Pediatric 's exclusion from any of these programs
- 5.7 Pediatric acknowledges that unscheduled maintenance requirements that might necessitate the County helicopter being out of service and the lack of availability of a helicopter is not a breach under this Agreement.

6.0 Billing

- 6.1 Each party shall, as appropriate and in compliance with applicable law, separately bill the appropriate payor or patient family for services provided under this Agreement. Neither Seton nor Pediatrix shall separately compensate County for services provided under this Agreement.

7.0 Insurance and Liability

- 7.1 Throughout the entire term of this Agreement, County shall maintain commercial aviation liability insurance covering the services provided by County and its employees pursuant to this Agreement in the minimum amount of \$10 million on the helicopters used for **STAR Flight**.

- 7.2 Seton shall purchase and maintain, throughout the entire term of this Agreement, insurance covering the services provided by Seton, the Seton Transport Team, and Seton's employees pursuant to this agreement with coverage in the amounts set forth below:

General liability:

Minimum coverage of \$2 million per occurrence, \$3 million annual aggregate

Professional Medical Malpractice liability:

Minimum coverage of \$1 million per occurrence, \$3 million annual aggregate

- 7.3 Pediatrix shall purchase and maintain, throughout the entire term of this Agreement, insurance covering the Neonatologist or Neonatal Nurse Practitioner providing services hereunder with coverage in the amounts set forth below:

Professional Medical Malpractice liability:

1 million per claim, 3 million per year annual aggregate

8.0 HIPAA

- 8.1 During the performance of this Agreement, each party may learn or receive from another party, or create or receive on behalf of another party, patient healthcare, billing, or other confidential patient information ("Patient Information"). Patient Information, as the term is used in this Agreement, includes all "Protected Health Information," as that term is defined in 45 CFR 164.501. Each party shall comply with all laws, rules and regulations relating to the confidentiality of Patient Information, including the applicable provisions of Texas law and the privacy and security regulations promulgated pursuant to Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

9.0 Termination

- 9.1 **Termination With Cause.** If the breach is not cured within thirty (30) days after providing that breaching party written notice of the breach, any party may terminate this agreement, in whole or in part, based on a material breach of this agreement by the one of the parties. The notice of breach must state the decision to terminate this agreement

if the breach is not cured, the effective date of termination, and, in the case of a partial termination, the portion of the agreement to be terminated.

- 9.2 Termination Without Cause. Any party may terminate this agreement, in whole or in part, without cause by giving written notice of termination to the other parties at least ninety (90) days before the effective date of termination. The notice must state the decision to terminate this agreement, the effective date of termination, and, in the case of a partial termination, the portion of the agreement to be terminated.

10.0 Other Terms and Conditions

- 10.1 Waiver of Breach. Waiver of any breach of this Agreement by a party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement. It is acknowledged by Seton and Pediatrix that no officer, agent, employee or representative of County has the authority to grant such waiver unless expressly granted that specific authority by the Commissioners Court.
- 10.2. Assignment. No party shall assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the duly authorized representative of each of the other parties, and any attempt at assignment without consent shall be void. It is acknowledged by Seton and Pediatrix that no officer, agent, employee or representative of County has the authority to grant such assignment or transfer unless expressly granted that specific authority by the Commissioners Court.
- 10.3 Severability. If a provision of this Agreement is rendered invalid or unenforceable, the parties may, by mutual written agreement, amend this Agreement, and the remaining provisions of the Agreement shall be valid and enforceable. In the alternative, the parties may, by mutual written consent, agree to terminate the Agreement in its entirety. It is acknowledged by Seton and Pediatrix that no officer, agent, employee or representative of County has the authority to grant such termination unless expressly granted that specific authority by the Commissioners Court.
- 10.4 Governing Law. Irrespective of the conflict of laws doctrine, this Agreement shall be governed, construed and enforced pursuant to and in accordance with the laws of the State of Texas. All duties and obligations of the parties created under this Agreement are performable in Travis County, Texas, and Travis County, Texas shall be the sole and exclusive venue for any litigation or other proceeding between the parties that may be brought or arise out of this Agreement.
- 10.5 Entire Agreement. This is the entire agreement between the parties with respect to the services provided under it and it supersedes all prior agreements, proposals, or any understanding about these services, whether written or oral.
- 10.6 Termination or Amendment of Relationship between Seton and Pediatrix as a Result of Governmental Regulation. Nothing in this paragraph gives either Pediatrix or Seton any right to amend or terminate this Agreement in relation to County unless County agrees in writing to the amendment or termination. Pediatrix and Seton acknowledge and agree that this Agreement is intended to comply with all state and federal laws and regulations regarding Medicare and Medicaid fraud and abuse, Seton's status as a recipient of governmental or private funds for the provision of health care services, Seton's status as

an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, Seton's ability to issue tax exempt bonds and to maintain the tax exempt status of any existing bonds, and Seton's ability to engage Pediatrix under the terms of this Agreement. Seton shall have the right to terminate or unilaterally amend this Agreement to alter its relationship with Pediatrix without liability, if on the advice of counsel, it determines, in its reasonable judgment, that the terms of this Agreement more likely than not would be interpreted to violate any laws or regulations applicable to it, which, if violated would jeopardize Seton's status as a recipient of governmental or private funds for the provision of health care services or its status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or its ability to issue tax exempt bonds or to maintain the tax exempt status of any existing bonds, or Seton's ability to continue Pediatrix's engagement under this Agreement. Notwithstanding Seton's right to terminate, Seton shall first use its reasonable efforts to amend this Agreement only to the extent necessary to conform the potentially violative terms to the applicable law or regulation, and will only terminate this Agreement pursuant to this Section if it determines, in its reasonable judgment, that an amendment cannot be obtained or will not result in compliance. Pediatrix shall have the right to consent to any amendment proposed pursuant to this Section, but Pediatrix shall not unreasonably withhold Pediatrix's consent. If Pediatrix reasonably withholds Pediatrix's consent to an amendment proposed pursuant to this Section, then this Agreement shall terminate. Seton and Pediatrix agree that Pediatrix's withholding of consent shall be deemed reasonable if the proposed amendment would result in a material adverse economic effect on Pediatrix.

- 10.7 Reference. Seton and Pediatrix acknowledge the existence of other current agreements between Seton, on the one hand, and either Pediatrix, one or more of Pediatrix's employed Neonatologists, or one or more of the immediate family members of Pediatrix's employed Neonatologists, on the other hand, as listed on the Seton Healthcare Network Physician Contract Database. Seton and Pediatrix further acknowledge that this list represents all of such other agreements.
- 11.0 Procedure for Notice.
- 11.1 Any notice required or permitted to be given under this agreement by one party to the others shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party to whom the notice is given. The notice is deemed to have been given 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 specified in this section.
- 11.2 The address of County for all purposes under this contract is:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

and to:

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

- 11.3 The address of Seton for all purposes under this contract is:

Charlotte Thrasher
VP/COO Seton Medical Center
Seton Medical Center
1201 W. 38th St.
Austin, Texas 78705

- 11.4 The address of Pediatrix for all purposes under this contract is:

PEDIATRIX MEDICAL SERVICES, INC.
3001 E. President George Bush Turnpike, Suite 250
Richardson, Texas 75082
Attn: Regional President

with copy to (registered or certified mail with return receipt is not required);

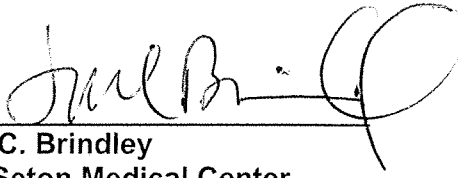
PEDIATRIX MEDICAL SERVICES, INC.
1301 Concord Terrace
Sunrise, Florida 33323
Attn: General Counsel

- 11.5 Each party may change the address for notice to it by giving notice of the change in compliance with this section.

- 12.0 No Referrals. The parties acknowledge that none of the benefits granted to County, Seton, or Pediatrix are conditioned upon the requirement that County, Seton, or Pediatrix make medical referrals to, be in the position to make or influence medical referrals to, or otherwise generate business for County, Seton, or Pediatrix. The parties further acknowledge that no Originating Hospital or physician at any Originating Hospital is restricted from referring any patient to, or otherwise generating any business for, any other facility of its choosing. The parties understand and acknowledge that the choice of services and the choice of service providers made by the neonatal patients must be, and will be, made only with regard to the best interests of each neonatal patient.

13.0 Duplicate Originals. This agreement is executed in multiple originals.

SETON HEALTHCARE d/b/a University Medical Center at Brackenridge, Seton Medical Center Austin and Dell Children's Medical Center

By: 
John C. Brindley
CEO Seton Medical Center

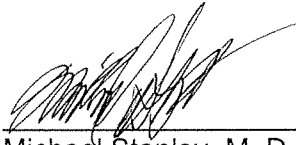
Date: 01.24.10

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

Date: _____

PEDIATRIX MEDICAL SERVICES, INC.

By: 
Michael Stanley, M. D.
Title: President

Date: 1-19-10



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: _____

Cyd V. Grimes 1/29/10

Voting Session: Tuesday, February 9, 2010

REQUESTED ACTION: DECLARE CERTAIN VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (FIXED ASSETS)

Points of Contact:

Purchasing: Ron Dube, Fixed Assets Mgr., Dan Rollie, Fixed Assets Warehouse Mgr., and Patricia Estrada, Administration

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios, Sharon Martindale

Other: N/A

- **Purchasing Recommendation and Comments:** Purchasing recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. The Purchasing Office has no issues and concerns.
- Pursuant to Section 263.151, declare certain vehicles and equipment as Surplus Property. All vehicles will be sold at public auction.

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

DATE

COUNTY JUDGE

LOT	AQ	TYPE	YEAR	TNR#	TAG	IMP	DESC	SERIAL	COST	INS	DEP	DIV	P.O.#	ASSET	LOC	STA	ACCT
LOT# 2005, IN QUEUE	PO	VAN	1999	CS18	11450	0	1999 PASSENGER VAN, DODGE, 1999	2B4GP44G2XR436368	\$ -	\$ 16,975.00	39	20	162979	48087	TCAUC2	A	8020
LOT# 2005, IN QUEUE	PO	VAN	1999	CS18	11450	1	MODIFICATIONS TO VAN	N/A	\$ -	\$ 3,243.00	39	20	162979	48087	TCAUC2	A	8020
LOT# 2013, IN QUEUE	PO	MOW	2003	R12386A	119561	0	LAWN MOWER, TORO RIDING #74176	230000670	\$ 6,299.00	\$ -	49	52	254460	65820	TCAUC2	A	8043
LOT# 2066, IN QUEUE	PO	AUT	1999	S9910	96407	0	FORD, CROWN VIC/ GOLD 1999	2FAFP71W7XX192195	\$ 19,738.00	\$ -	49	52	159372	47439	TCAUC2	A	8020
LOT# 2069, IN QUEUE	PO	AUT	1999	S9915	96412	0	FORD, CROWN VIC/ GOLD 1999	2FAFP71W7XX192200	\$ 19,738.00	\$ -	49	52	159372	47444	TCAUC2	A	8020
LOT# 2075, IN QUEUE	PO	RHE	2000	SB1901	100711	0	CAB/CHASSIS, 2000 FORD F450	1FDXF46F1YED71940	\$ 44,716.83	\$ -	49	41	190494	51476	TCAUC2	A	8061
LOT# 2077, IN QUEUE	PO	AUT	2000	1801	100668	0	FORD, CROWN VICTORIA, 2000, 4 DOOR POLICE	2FAFP71W9YX206681	\$ 19,946.00	\$ -	49	52	182303	50226	TCAUC2	A	8020
LOT# 2078, IN QUEUE	PO	AUT	2000	1802	100630	0	FORD, CROWN VICTORIA, 2000, 4 DOOR POLICE	2FAFP71W0YX206682	\$ 19,946.00	\$ -	49	52	182303	50227	TCAUC2	A	8020
LOT# 2079, IN QUEUE	PO	AUT	2000	1808	100653	0	FORD, CROWN VICTORIA, 2000, 4 DOOR POLICE	2FAFP71W1YX206688	\$ 19,946.00	\$ -	49	52	182303	50233	TCAUC2	A	8020
LOT# 2080, IN QUEUE	PO	AUT	2000	1818A	100634	0	FORD, CROWN VICTORIA, 2000, 4 DOOR POLICE	2FAFP71W4YX206698	\$ 19,946.00	\$ -	49	52	182303	50243	TCAUC2	A	8020
LOT# 2081, IN QUEUE	PO	AUT	2002	2125	103951	0	SEDAN, FULL SIZE, CHEVROLET IMPALA 2002	2G1WF55KX29301568	\$ 16,688.50	\$ -	49	52	223641	56856	TCAUC2	A	8020
LOT# 2082, IN QUEUE	PO	AUT	2002	2135A	103961	0	SEDAN, FULL SIZE, FOUR DOOR, FRONT WHEEL DRIVE	2G1WF55K629305276	\$ 16,688.50	\$ -	32	2	223641	56963	TCAUC2	A	8020
LOT# 2083, IN QUEUE	PO	AUT	2003	2420	119584	0	POLICE SEDAN, 2004 FORD CROWN VICTORIA	2FAFP71WX4X120368	\$ 19,992.00	\$ -	49	52	269510	68847	TCAUC2	A	8020
LOT# 2084, IN QUEUE	PO	AUT	2004	2453	123477	0	POLICE INTERCEPTOR, 2004 FORD CROWN VICTORIA	2FAFP71W34X167581	\$ 19,870.00	\$ -	49	52	278445	71399	TCAUC2	A	8020
LOT# 2085, IN QUEUE	PO	TRK	1993	146A-P	90559	0	TRUCK, 3500, '93, GMC, WHITE	1GTGC33K8P730456	\$ 16,122.00	\$ -	14	1	30066	9575	TCAUC2	A	8020
LOT# 2086, IN QUEUE	PO	TRK	1997	1539A	91339	0	PICKUP, CHEVY 1997	1GCHC33J6VF057064	\$ 22,259.00	\$ -	49	52	119107	40454	TCAUC2	A	8020
LOT# 2087, IN QUEUE	PO	YGA	1996	3389A	90118	0	PERSONNEL CARRIER KAWASAKI KAF620-C1	JK1AFCC16TB502670	\$ 6,388.45	\$ -	49	52	87001	34260	TCAUC2	A	8020
LOT# 2088, IN QUEUE	PO	AUT	1992	840A	82904	0	CHEVY, LUMINA 1992	2G1WL54T3N9278111	\$ 10,179.00	\$ -	40	10	24194	27561	TCAUC2	A	8020
LOT# 2089, IN QUEUE	PO	RHE	2000	SB1902	100712	0	CAB/CHASSIS, 2000 FORD F450	1FDXF46F3YED71941	\$ 44,716.82	\$ -	49	41	190494	51477	TCAUC2	A	8061
LOT# 2090, IN QUEUE	PO	RHE	2000	SB1903	100713	0	CAB/CHASSIS, 2000 FORD F450	1FDXF46F5YED71942	\$ 44,716.82	\$ -	49	41	190494	51478	TCAUC2	A	8061
LOT# 2091, IN QUEUE	PO	UTL	1994	TNR1360	83215	0	FORD BRONCO, 94	1FMEU15H5RLB29034	\$ 19,949.00	\$ -	49	41	56216	30163	TCAUC2	A	8020
LOT# 2091, IN QUEUE	PO	ARE	1994	TNR1360	83215	1	CNG ENGINE CONVERSIONS	N/A	\$ 3,499.00	\$ -	49	41	57539	30163	TCAUC2	A	8021
LOT# 2092, IN QUEUE	PO	RHE	1990	TNR2159	68034	0	TRUCK, DUMP 12 YARD, INTERNATIONAL 4900 6X4 WHITE	1HTSHNGR3MH319938	\$ 46,127.00	\$ -	49	52		6596	TCAUC2	A	8020
LOT# 2093, IN QUEUE	PO	RHE	1996	TNR2237	81033	0	ROAD WATER TRUCK, WITH 3500 GALLON TANK	1HTSHAAR7VH446873	\$ 53,698.00	\$ -	49	41	97809	37178	TCAUC2	A	8020
LOT# 2094, IN QUEUE	PO	RHE	1996	TNR2349	82013	0	TRUCK, W/PATCHER UNIT INT'L MODEL #4700	1HTSCABN3TH279323	\$ 72,820.00	\$ -	49	52	77286	34433	TCAUC2	A	8061
LOT# 2095, IN QUEUE	OJ	RHE	1986	TNR2602	59506	0	FIATALLIS 14-C HYDRAIC ANGLE BLADE DOZER W/ 15	14C1T051366	\$ 74,685.00	\$ -	49	41		18627	TCAUC2	A	8061
LOT# 2096, IN QUEUE	PO	RHE	1978	TNR2605	60619	0	DOZER, HYDROSTATIC, CAT HOLT, YELLOW	4X3032	\$ 78,202.00	\$ -	49	41		6853	TCAUC2	A	8061
LOT# 2097, IN QUEUE	OJ	OGH	1984	TNR3947	58935	0	WELDER, MILLER DIAL ARC 250 AC/DC	JJ377039	\$ -	\$ 940.00	49	52		16742	TCAUC2	A	8015
LOT# 2097, IN QUEUE	PO	TRL	1993	TNR3947	124945	0	TRAILER, MAGNUM	LP54860	\$ -	\$ 830.00	49	52	35268	29547	TCAUC2	A	8022
LOT# 2098, IN QUEUE	FA	RHE	1990	TNR3960	77680	0	SEEDER, FLEX II	793	\$ -	\$ 3,800.00	49	41		48163	TCAUC2	A	8061
LOT# 2099, IN QUEUE	PO	TRL	1997	TNR3988	81014	0	TRAILER 34,000 LB, ENTYRE LOW BOY	1E9R21201VE111039	\$ 17,872.00	\$ -	49	52	106226	38247	TCAUC2	A	8061
LOT# 2100, IN QUEUE	PO	AUT	2000	1851	100679	0	FORD, CROWN VICTORIA, 2000, 4 DOOR POLICE	2FAFP71W9YX206731	\$ 19,946.00	\$ -	49	52	182303	50276	TCAUC2	A	8020
LOT# 2101, IN QUEUE	PO	AUT	2002	2154	106360	0	2003 FORD , FOUR DOOR, REAR WHEEL DRIVE,	2FAFP71W73X111710	\$ 19,494.00	\$ -	49	52	223649	57421	TCAUC2	A	8020
LOT# 2102, IN QUEUE	PO	TRK	1995	941A	84750	0	TRUCK, GMC, 1995	1GTFC24K2SZ545804	\$ 20,034.00	\$ -	14	1	56201	34267	TCAUC2	A	8020
LOT# 2103, IN QUEUE	PO	AUT	2000	1849	100652	0	FORD, CROWN VICTORIA, 2000, 4 DOOR POLICE	2FAFP71W0YX206729	\$ 19,946.00	\$ -	49	52	182303	50274	TCAUC2	A	8020
LOT# 2104, IN QUEUE	PO	VAN	2001	V2012	100744	0	VAN, FULL SIZE, 15 PASSENGER, EXTENDED, GASOLINE	2B5WB35Z01K638431	\$ 20,818.00	\$ -	49	46	202695	52642	TCAUC2	A	8020
LOT# 2105, IN QUEUE	OJ	RHE	1990	TNR2156	70962	0	TRUCK, 12 YD INTER, MDL 4900	1HTSHNGR6MH319948	\$ 46,127.00	\$ -	49	52		25929	TCAUC2	A	8061
LOT# 2106, IN QUEUE	PO	RHE	2000	TNR3509	96465	0	SWEEPER, TYMCO MODEL 600BAH REGENERATIVE AIR	1HTSCABN01H314965	\$ 101,786.68	\$ -	49	52	185350	49876	TCAUC2	A	8061
LOT# 2107, IN QUEUE	PO	RHE	2002	SS2112	103938	0	REGENERATIVE AIR SWEEPER, TYMCO MODEL 600BAH	1HTSCABN52H518644	\$ 101,786.68	\$ -	49	52	224741	56847	TCAUC2	A	8061
LOT# 2108, IN QUEUE	OJ	TRK	1988	HS78	55916	0	TRUCK, 1988 DODGE SWEPTLINE, MODEL D250	1B7HD24Y6JS716586	\$ 10,478.00	\$ -	49	52		20409	TCAUC2	A	8020
LOT# 2109, IN QUEUE	OJ	TRK	1988	HS77	55913	0	TRUCK, 1988 DODGE, MODEL D250	1B7HD24Y8JS716587	\$ 10,478.00	\$ -	49	52		20408	TCAUC2	A	8020
LOT# 2110, IN QUEUE	PO	OGH	1991	PITD4001	68193	0	SAW, CONCRETE, TARGET, M/N EC205DM18	113084	\$ -	\$ 1,100.00	49	41		7154	TCAUC2	A	8015
LOT# 2111, IN QUEUE	PO	OGH	1991	PITD4000	68190	0	SAW, CONCRETE, TARGET, M/N EC205DM18, LIGHT BLUE	113083	\$ -	\$ 887.00	49	1		7108	TCAUC2	A	8015
LOT# 2112	N/A	N/A	N/A	N/A	N/A	N/A	62 CAGES FOR CROWN VIC'S	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC2	N/A	N/A
LOT# 2113, IN QUEUE	PO	AUT	1996	S9530	82862	0	FORD, TAURUS 1996	1FALP52U9SA308793	\$ 12,518.99	\$ -	49	52	75410	32230	TCAUC2	A	8020
LOT# 2114	N/A	N/A	N/A	N/A	N/A	N/A	JON BOAT W/TRAILER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC2	N/A	N/A



TRAVIS COUNTY PURCHASING OFFICE

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

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

7

Approved by: _____

Cyd V. Grimes 1/29/10

Voting Session: Tuesday, February 9, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 3 FOR TERMINATION OF CONTRACT NO. 06AE0303LP, SOUTHEAST METRO PARK Phase II, CUNNINGHAM – ALLEN, INC. (TNR)

Points of Contact:

Purchasing: J. Lee Perry

Department: TNR, Joseph P. Gieselman, Executive Manager,
Steve Manilla, Public Works Director

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- Transportation and Natural Resources Department has indicated that Travis County no longer needs the services provided by this contractor.

On August 1, 2006 Travis County entered into a Professional Services Agreement with Cunningham-Allen, Inc. for engineering services required for two phases of improvements at the Travis County Southeast Metro Park. The first phase has been completed by the contractor. The second phase was to begin after a property owner final platted a portion of property from which parkland dedication was to be made. The final platting has not taken place and it does not appear it will occur in the near future.

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

➤ A modification has been drafted and will serve as official notification to the Contractor of Travis County's intent to terminate the contract effective 10 days from receipt of the official notice.

➤ **Contract Expenditures:** \$160,574.97 has been spent against this contract.

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$295,665.00

Contract Type: (Professional Services Agreement)

Contract Period: August 1, 2006 through Termination

Contract Modification Information:

Modification Amount: N/A

Modification Type: Professional Service Agreement

Modification Period: Through Termination

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

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

☒ Comments: N/A

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.: N/A

☒ Funding Account(s): N/A

☒ Comments: N/A

➤ **Statutory Verification of Funding:**

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

☒ Not Applicable

MODIFICATION OF CONTRACT NUMBER: 06AE0303LP Southeast Metro Park Design Services**PAGE 1 OF 1 PAGE**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: J. Lee Perry TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: January 26, 2010
ISSUED TO: Cunningham-Allen Attn: Robert S. Allen 3103 Bee Caves Road – STE 202 Austin, Texas 7846	MODIFICATION NO.: 3	EXECUTED DATE OF ORIGINAL CONTRACT: August 1, 2006

ORIGINAL CONTRACT TERM DATES: August 24, 2006 – Through CompletionCURRENT CONTRACT TERM DATES: August 24, 2006 – Through Termination**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$295,665.00Current Modified Amount \$331,215.00**DESCRIPTION OF CHANGES:** The above referenced contract is modified to reflect the changes as set forth below:

A. Pursuant to section 10.2 "Termination For Convenience," of the above referenced contract may be terminated by either party at any time by giving ten (10) days written notice to the other party hereto of the intention to terminate.

B. This modification serves as official notification that subject contract is hereby terminated effective ten (10) days from receipt of this notice.

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

Note to Vendor:

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

LEGAL BUSINESS NAME: _____

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____
ITS DULY AUTHORIZED AGENT

☐ DBA
☐ CORPORATION
☐ OTHER

DATE:

TRAVIS COUNTY, TEXAS

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

DATE:

1/29/10

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

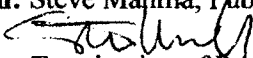
411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

January 26, 2010

Memorandum To: Cyd Grimes, Purchasing Agent

Through: Joseph P. Gieselman, Executive Manager

From: Steve Manilla, Public Works Director

Re:  Termination of Professional Services Agreement with Cunningham-Allen, Inc.
Contract No. 06AE0303LP, Southeast Metro Park Project

On August 1, 2006 Travis County entered into a Professional Services Agreement with Cunningham-Allen, Inc. for engineering services required for two phases of improvements at the Travis County Southeast Metro Park. Attachment 1 to Exhibit 3 in the PSA explains the phases. The first phase has been completed. The second phase was to begin after a property owner final platted a portion of property from which parkland dedication was to be made. The final platting has not taken place and it does not appear it will occur in the near future. Given the uncertainty of when the Phase 2 trigger will occur TNR hereby requests the Purchasing Office terminate the Agreement per the following provision:

SECTION 10, SUSPENSION AND TERMINATION OF AGREEMENT SUBSECTION 10.2, TERMINATION FOR CONVENIENCE

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

Please contact me at x9429 if you need additional information.

attachment

CC: Chris Gilmore, Assistant County Attorney
Cynthia McDonald, Donna Williams-Jones TNR Financial Services
Roger Schuck, P.E., TNR Project Manager



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: _____

Cyd V. Grimes 1/29/10

Voting Session: Tuesday, February 9, 2010

REQUESTED ACTION: REJECT ALL BIDS RECEIVED FOR IFB NO. B100040-RV, EXPOSITION CENTER SEATING REPLACEMENT AND REBID. (FACILITIES MANAGEMENT DEPARTMENT)

Points of Contact:

Purchasing: Richard Villareal

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director; Kim Nguyen, AIA, LEED AP, Senior Architectural Associate

County Attorney (when applicable): John Hille, Tenley Aldredge

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: Michael Norton, Exposition Center Director

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

IFB No. B100040-RV was issued on November 3, 2009, for Exposition Seating Replacement. On November 25, 2009, four (4) bids were received. Facilities Management recommends that all bids be rejected and the project be rebid. Three (3) bidders were considered non-responsive because they failed to meet the bidding requirements in the IFB. The one responsive bidder exceeded the project budget. The department is in the process of re-writing the specifications and reducing the number of seats with a base bid only. The bidders have been invited to present testimony, if any, on their behalf.

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

☒ Not applicable

- **Contract-Related Information:**

Award Amount:

Contract Type:

Contract Period:

➤ **Contract Modification Information:**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: See Comments

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.:
- ☐ Funding Account(s):
- ☐ Comments:

➤ **Statutory Verification of Funding:**

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

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

DATE

COUNTY JUDGE



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: EXPO-20-09F-1R

FILE: 703

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

FROM: Kim Nguyen, AIA, LEED AP, Sr. Architectural Associate

DATE: January 25, 2010

SUBJECT: Exposition Center - Arena Stadium Seating Replacement
IFB No. B100040-RV

Facilities Management Department (FMD) has reviewed the four bids received on November 25, 2009 for the subject IFB to replace 1,858 stadium seats for the Exposition Center Arena. The IFB consists of three parts. Part I is the Base Bid for providing 1,858 seats. Part II and III are Alternate Bids for providing 1,000 seats and a unit bid price per seat.

1. Auditorium Chairs, the apparent low bidder, submitted a base bid of \$204,829.00 but was not responsive because no unit pricing was provided as required by the bid alternate.
2. Irwin Seating Company, the second low bidder, submitted a base bid of \$247,894.00 but also did not provide bid alternate unit pricing as required by the bid alternate.
3. American Pew & Bench, LLC, the third low bidder, submitted a base bid of \$260,120.00 but also did not provide bid alternate unit pricing as required.
4. The fourth bidder, Specialty Supply & Installation, LLC, was the only responsive bidder but submitted the highest base bid of \$336,329.00, which exceeds the project budget of \$190,000 by 77%.

Facilities Management Department recommends rejection of all bids and rebidding the project with a reduced number of seats and with a base bid only. FMD requests that Purchasing Office place FMD recommendation on the commissioners Court agenda for Tuesday, February 9, 2010. Please feel free to call Kim Nguyen, AIA, at extension 45967 if you have questions.

ATTACHMENT

1. Bid tabulation of all bids

COPY TO:

Michael Norton, Exposition Center Director, FMD
Richard Villareal, Purchasing Agent Assistant IV, TCPO
Amy Draper, CPA, Financial Manager, FMD

Bid #B100040-RV - Exposition Center Seating Replacement, FMD Project No. EXPO-20-10F-1R

Creation Date **Oct 14, 2009**End Date **Nov 25, 2009 1:00:00 PM CST**Start Date **Nov 3, 2009 3:19:13 PM CST**Awarded Date **Not Yet Awarded**

B100040-RV -1-01 Part I - Base Bid						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
Auditorium Chairs	First Offer - \$204,829.00	1 / base bid	\$204,829.00		Y	
Agency Product Code: Agency Notes:		Supplier Product Code: Stadium Seating Supplier Notes: Base Bid Typed in Words: Expo Ctr Arena Stadium Seating Replacement 1,858 Seats as indicated in the Drawings and as specified in Division 12, Section 126100, Fixed Audience Seating.				
Irwin Seating Company	First Offer - \$247,894.00	1 / base bid	\$247,894.00	Y	Y	
Agency Product Code: Agency Notes:		Supplier Product Code: 126100 - Fixed Seating Supplier Notes: Base Bid Typed in Words: Two Hundred Forty Seven Thousand, Eight Hundred Ninety Four and 00/100 See Attached Bid Letter 11-24-09Final				
American Pew & Bench, LLC	First Offer - \$260,120.00	1 / base bid	\$260,120.00		Y	
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Base Bid Typed in Words: Two hundred sixty thousand one hundred and twenty dollars				
Specialty Supply & Installation LLC	First Offer - \$336,329.00	1 / base bid	\$336,329.00	Y	Y	
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Base Bid Typed in Words: three hundred thirty six thousand three hundred twenty nine see bid notes below				

B100040-RV -1-02 Parts II & III Alternates and Unit Prices						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
Irwin Seating Company	First Offer -	1 / each		Y	Y	
Agency Product Code: Agency Notes:		Supplier Product Code: 126100 - Fixed Seating Alternate 1 Supplier Notes:				
American Pew & Bench, LLC	First Offer -	1 / each			Y	
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
Specialty Supply & Installation LLC	First Offer -	1 / each			Y	
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Alternate for providing 1000 chairs in lieu of 1858 would be \$189,663.00. Each additional chair to be \$189.00.				
Auditorium Chairs	First Offer -	1 / each			Y	
Agency Product Code: Agency Notes:		Supplier Product Code: Stadium Seating Supplier Notes: Part II - Alternates - In lieu of Base Bid, provide 1,000 seats as indicated in the drawing and as specified in Division 12, Section 1269100, Fixed Audience Seating. \$113,300.00				



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: _____

Cyd V. Grimes 2/3/10

Voting Session: Tuesday, February 9, 2010

**APPROVE INTERLOCAL AGREEMENT WITH TEXAS WORKFORCE COMMISSION
FOR INFORMATION RELEASE. (COUNTY ATTORNEY)**

Points of Contact:

Purchasing: Scott Wilson, 854-9451

Department: County Attorney, Jim Connolly, 854-9539

County Attorney (when applicable): John Hille, 854-9415; Jim Connolly, 854-9539

County Planning and Budget Office: Leroy Nellis, Randy Lott

County Auditor's Office: Susan Spartaro, Jose Palacios, Sean O'Neal

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 Agreement will provide on-line read-only access to wage record files, unemployment insurance claims (limited access) and employer master files through specified TWC Agency mainframe computer screens.

➤ **Contract-Related Information:**

Award Amount: \$4,575.00

Contract Type: Interlocal

Contract Period: October 1, 2009 through September 30, 2012

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.: 492739

☒ Funding Account: 001-1910-541.6099, 001-1920-541.6099

☐ Comments:

9

➤ **Statutory Verification of Funding:**

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

DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH, STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9513
FAX: (512) 854-4808



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREGE

JULIE JOE

DANIEL BRADFORD

*CHRISTOPHER GILMORE

† Member of the College
of the State Bar of Texas
*Board Certified
Commercial Real Estate Law
Texas Board of Legal Specialization

February 2, 2010

Honorable Samuel T. Biscoe, Travis County Judge
Honorable Ron Davis, Commissioner, Precinct One
Honorable Sarah Eckhardt, Commissioner, Precinct Two
Honorable Karen L. Huber, Commissioner, Precinct Three
Honorable Margaret J. Gomez, Commissioner, Precinct Four

Re: Texas Workforce Commission Open Records Contract

Dear Judge Biscoe and Commissioners:

The Travis County Attorney's Office requests approval of an interlocal agreement between Travis County and the Texas Workforce Commission. This agreement will give County Attorney Investigators access to Texas Workforce Commission records to assist in locating defendants, witnesses, and victims involved in criminal cases.

If you have any questions in this regard, please contact me.

Sincerely,

Jim Connolly

Assistant County Attorney

GM200I13

TRAVIS COUNTY

2/02/10

Fiscal Year 2010

Account Balance Inquiry

13:48:55

Account number . . . : 1-1910-541.60-99
 Fund : 001 GENERAL FUND
 Department : 19 COUNTY ATTORNEY
 Division : 10 CIVIL
 Activity basic . . . : 54 JUSTICE SYSTEM
 Sub activity : 1 COUNTY ATTORNEY
 Element : 60 OTHER PURCHASED SERVICES
 Object : 99 OTHER PURCHASED SERVICES

Original budget : 3,265

Actual expenditures - current . : 7,200.00
 Actual expenditures - ytd . . . : 7,923.85-
 Unposted expenditures : .00
 Encumbered amount : .00
 Unposted encumbrances : 147.50
 Pre-encumbrance amount : 450.00
 Total expenditures & encumbrances: 126.35- 3.9%
 Unencumbered balance : 3,391.35 103.9

F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys

GM200I13

TRAVIS COUNTY

2/02/10

Fiscal Year 2010

Account Balance Inquiry

13:49:22

Account number . . . : 1-1920-541.60-99
Fund . . . : 001 GENERAL FUND
Department . . . : 19 COUNTY ATTORNEY
Division . . . : 20 CRIMINAL
Activity basic . . . : 54 JUSTICE SYSTEM
Sub activity . . . : 1 COUNTY ATTORNEY
Element . . . : 60 OTHER PURCHASED SERVICES
Object . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . : 2,140

Actual expenditures - current . . : .00
Actual expenditures - ytd . . . : .00
Unposted expenditures . . . : .00
Encumbered amount . . . : .00
Unposted encumbrances . . . : 147.50
Pre-encumbrance amount . . . : 1,125.00
Total expenditures & encumbrances: 1,272.50 59.5%
Unencumbered balance . . . : 867.50 40.5

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

PURCHASE REQUISITION NBR: 0000492739

REQUISITION BY: AMANDA VALDES 854-4154

STATUS: READY FOR BUYER PROCESS

REASON: CONTRACT W/TX WORKFORCE COMMISSION; ATTN S. WILSON

DATE: 2/02/10

SHIP TO LOCATION: COUNTY ATTORNEY - CIVIL

SUGGESTED VENDOR: 17199 TEXAS WORKFORCE COMMISSION

DELIVER BY DATE: 2/02/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	INITIATION FEE COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: ACCESS SERVICES, DATA	1.00	EA	75.0000	75.00	
2	TRANSACTION FEES COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: ACCESS SERVICES, DATA	1.00	EA	1500.0000	1500.00	
REQUISITION TOTAL:					1575.00	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00119105416099	OTHER PURCHASED SERVICES	100.00	75.00
2	00119105416099	OTHER PURCHASED SERVICES	25.00	375.00
2	00119205416099	OTHER PURCHASED SERVICES	75.00	1125.00
				1575.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

TWC Contract/Amendment Number: 2910PER082

CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM

Please check the appropriate box and sign below:


- ☒ **No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.
- ☐ **Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged.
- ☐ **Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the contract/amendment terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract/amendment back to TWC for evaluation of the proposed changes. If the proposed changes are approved by the TWC signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TWC representative to discuss them.

Travis County

Samuel T. Biscoe
Travis County Judge

Date

**TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT**

TWC Contract Number		2910PER082	
TITLE	INFORMATION RELEASE		
Recipient Information			
Name	Travis County, User Department: Travis County Attorney's Office		
Mailing Address	314 W. 11 th Street, Third Floor		
City/State/Zip	Austin, TX 78701		
Telephone Number	512-854-9415		
Contract Period			
Begin Date	October 1, 2009	End Date	September 30, 2012
Funding Information			
The total amount of this contract will not exceed the sum of			\$4,575.00
Remarks			
This contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Open Records Contract and any referenced attachments.			
Signature Authority			
The person signing this contract on behalf of Agency and Recipient hereby warrants that he or she has been fully authorized by the organization to:			
<ul style="list-style-type: none"> • Execute this contract on behalf of the organization, and • Validly and legally bind the organization to all the terms, performances and provisions of this contract. 			
Agency Approval		Recipient Approval	
Agency: Texas Workforce Commission  Larry E. Temple Executive Director		Recipient: Travis County Samuel T. Biscoe Travis County Judge	
Date		Date	

TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT

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Section 1	Purpose and Legal Authority
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Section 4	Breach of Agreement
Section 5	Protecting the Confidentiality of Records
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Attachment A1	TWC User Information Security Agreement
Attachment A2	Rate Schedule for Online Access
Attachment A3	Protection of Confidentiality - 20 CFR 603.9
Attachment A4	TWC Data Security Policy

TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT

**TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT**

GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

- 1.1 This contract sets forth the responsibilities and obligations of the Texas Workforce Commission (hereinafter referred to as Agency) and the Party or Parties identified on the cover page (hereinafter referred to as Recipient) pursuant to Section 301.061 and 302.002(c) of the Texas Labor Code with respect to Agency's provision of proprietary information to the identified party(ies). The specific responsibilities and obligations of the parties are set forth in Attachment A.
- 1.2 Subject to certain limitations, the Interlocal Cooperation Act (Texas Government Code, Chapter 791) authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

SECTION 2 – Administrative Requirements

- 2.1 This contract shall be construed, interpreted and applied in accordance with the laws of Texas, excluding its choice of law rules.
- 2.2 If any law of the United States or of the State of Texas contravenes or invalidates any provision of this contract, this contract shall be construed to void that specific provision without affecting the remaining provisions of this contract or the rights and obligations of the parties.
- 2.3 Recipient agrees to notify Agency in writing within ten (10) days in the event of any significant change affecting Recipient and Recipient's identity, such as ownership or control, name change, governing board membership, or vendor identification number.
- 2.4 This contract is the entire agreement between the parties.
- 2.5 Failure to enforce any provision of the contract does not constitute a waiver of that provision, or any other provision, of the contract.

SECTION 3 – Amendments and Termination

- 3.1 Agency may unilaterally revise rates for services provided upon written notice to Recipient of at least 30 calendar days.
- 3.2 Any changes, deletions, extensions, or amendments to this contract shall be in writing and signed by both parties, except for revisions to payment rates as described in Section 3.1.

TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT

- 3.3 Either party may suspend or terminate this contract at any time, on written notice to the other party. However, such termination shall not relieve Recipient of the obligation to pay for all services rendered prior to such termination, at the rates provided herein.
- 3.4 In the event of an emergency, Agency may suspend on-line computer services without advance notice. Services will resume at the earliest practical time.
- 3.5 The contract may be immediately suspended without notice if Agency suspects a violation of the security provisions contained in Section 3 of the Statement of Work. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of service will not result in security breaches. In the event of an extended suspension of service, Agency will notify Recipient as soon as possible.
- 3.6 Termination of this contract will not end the responsibility of Recipient to protect the confidentiality of any data obtained from Agency pursuant to this contract and remaining in Recipient's custody or control.

SECTION 4 – Breach of Agreement

If Recipient or any official, employee or agent of Recipient fails to comply with any provision of this agreement, including timely payment of Agency's costs billed to Recipient, this agreement shall be suspended and further disclosure of information (including any disclosure being processed) to Recipient shall be prohibited until Agency is satisfied that corrective action has been taken to assure that there will be no future breach. In the absence of prompt and satisfactory corrective action, this agreement shall be cancelled and Recipient shall surrender to Agency all information and copies thereof obtained under the agreement which has not previously been returned to Agency, and any other information relevant to the agreement obtained under this agreement. Cancellation of this agreement shall not limit Agency from pursuing penalties provided under state law for the unauthorized disclosure of confidential information. Agency shall undertake any other action under the agreement, or under any law of the State or of the United States, to enforce this agreement and secure satisfactory corrective action or surrender of the information, and shall take other remedial actions permitted under state or federal law to effect adherence to the requirements of this agreement and 20 CFR Part 603 including seeking damages, penalties, and restitution as permitted under such law for all costs incurred by Agency in pursuing the breach of this agreement and enforcement of the terms of this agreement.

SECTION 5 – Protecting the Confidentiality of Records

- 5.1 As used in this agreement, "information" shall mean any records obtained by Recipient from Agency including records provided orally, electronically or as paper records. Information shall also include records obtained by Recipient through on-line access to Agency electronic files as well as any data compilations provided by Agency. Information obtained from Agency shall be subject to the provisions of this agreement even if it is converted by Recipient into another format or medium or incorporated in any manner into Recipient records, files or data compilations.
- 5.2 Recipient shall limit access to information obtained from Agency under this agreement to those officers and employees of Recipient with a need to access the information to achieve the purpose

TEXAS WORKFORCE COMMISSION
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- listed in Attachment A, Section 1. Recipient shall not transfer the authority or ability to access or maintain data under this agreement to any other person or entity.
- 5.3 Recipient shall comply with the requirements of 20 CFR § 603.9, incorporated herein by reference, regarding safeguarding the information obtained from Agency. A copy of 20 CFR §603.9 is attached as Attachment A3.
- 5.4 Recipient shall permit Agency to have access to all sites which contain Agency information including information maintained electronically and shall permit Agency to have access to all workplaces used by individuals who have access to Agency information for Agency on-site inspections to assure that the requirements of state and federal law as well as this agreement are being met by Recipient. Recipient shall fully cooperate with any on-site inspections or monitoring activities of Agency.
- 5.5 Recipient shall safeguard the information disclosed against unauthorized access or redisclosure.
- 5.6 Recipient shall use Agency information only for purposes authorized by law and consistent with this agreement.
- 5.7 Recipient shall store Agency information in a place physically secure from access by unauthorized persons.
- 5.8 Recipient shall store and process Agency information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
- 5.9 Recipient shall adopt and comply with precautions to ensure that only authorized personnel are given access to Agency information stored in computer systems.
- 5.10 Recipient shall instruct all personnel having access to Agency information about all confidentiality requirements including the requirements of 20 CFR Part 603 including the sanctions specified in this agreement and in the state law for unauthorized disclosure of information.
- 5.11 Recipient acknowledges that all personnel who will have access to Agency information have been instructed in accordance with the terms of this agreement. Recipient shall report any breach of this agreement including any breach of the security provisions to Agency fully and promptly.
- 5.12 Recipient shall dispose of information disclosed by or obtained from Agency, and any copies made by Recipient after the purpose set out in Attachment A, Section 1 is achieved, except for disclosed information possessed by any court. Disposal means return of the information to Agency or destruction of the information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of the information disclosed within 30 days after the date of termination or expiration of this agreement.
- 5.13 Recipient shall create and maintain a system sufficient to allow an audit of compliance with the requirements of this agreement.

TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT

- 5.14 Recipient shall notify Agency immediately if a security violation of this agreement is detected, or if Recipient suspects that the security or integrity of Agency's data has been or may be compromised in any way.
- 5.15 Texas Labor Code Sec. 301.085 provides that unemployment compensation information is not public information for purposes of Chapter 552 of the Texas Government Code. Recipient shall not release any information obtained from Agency under this agreement in response to a request made under Chapter 552 of the Government Code or to a request made under any other law, regulation, or ordinance addressing public access to government records. Recipient shall inform Agency within twenty-four (24) hours of receipt by Recipient of service of a subpoena or citation in any action seeking access to information obtained from Agency.
- 5.16 Recipient shall notify Agency within 24 hours of the receipt of any subpoena, other judicial request or request for appearance for testimony upon any matter concerning information disclosed under this agreement.
- 5.17 To the extent permitted by constitution and statute, Recipient, its employees, agents, contractors, and subcontractors agree to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs of liability arising from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use, by Recipient, of the information provided by Agency.

TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT

Attachment A

CONTRACT #2910PER082

**INFORMATION RELEASE AGREEMENT BETWEEN TEXAS WORKFORCE COMMISSION
AND TRAVIS COUNTY, USER DEPARTMENT: TRAVIS COUNTY ATTORNEY'S OFFICE**

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

The purpose of this agreement is to provide Recipient with direct online access to Agency's mainframe computer files for Wage Records, Unemployment Insurance Claims Function – Limited Access and Employer Master File Inquiry. Subject to the security and confidentiality provisions of this contract, Recipient shall use information obtained from Agency solely to assist the Travis County Attorney's Office in locating victims, witnesses and defendants involved in criminal cases. Any other use of the information by Recipient shall be a breach of this contract.

SECTION 2 – Obligations of Agency

- 2.1 Agency authorizes on-line, "read-only" access to the following, specified Agency mainframe computer screens:

Wage Record File (BN75 screen);
Unemployment Insurance Claims Function - Limited Access; and
Employer Master File Inquiry.

- 2.2 On-line access to Agency's data will routinely be available to Recipient Users on Mondays through Fridays, between the hours of 8:00 a.m. through 5:00 p.m. Central Time Zone, excluding State holidays. Access to Agency's data may not be available at other times, due to the computer maintenance needs of Agency.
- 2.3 Agency reserves the right to conduct monitoring, evaluation and audit of Recipient's access to Agency's data, as provided under this agreement.
- 2.4 Agency records include information provided to Agency by third parties including employers and employees. Agency does not warrant or guarantee the accuracy of this information.

SECTION 3 – Obligations of Recipient

- 3.1 Recipient shall not release or otherwise make accessible to any other party, the data obtained hereunder except as specifically required in order to discharge the official duties described herein. Recipient shall not release any data without the written consent of Agency. Recipient shall maintain sufficient safeguards over all data obtained from Agency to prevent unauthorized access to or redisclosure of any information provided hereunder.

TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT

- 3.2 Security measures utilized by Recipient for the protection of Agency's confidential data will conform, at a minimum, to the federal regulations contained in 20 CFR 603, and to the Agency Data Security Policy, which is attached to this agreement as **Attachment A4**.
- 3.3 All Recipient Users granted access under this agreement to Agency data must execute Agency's User Information Security Agreement and complete **TWC IT Security Awareness** training prior to being assigned a Security Password for on-line access to Agency data. A copy of an executed User Information Security Agreement with certification of completion of **TWC IT Security Awareness** training must be received by Agency contact person listed in this contract before a Security Password will be issued. Each User Information Security Agreement submitted must be cosigned by the supervisor of the Recipient User. Executed Recipient User Agreements must be submitted by Recipient contact person listed in this contract. A copy of the User Information Security Agreement is attached as **Attachment A1**.
- 3.4 Recipient must maintain on file a signed copy of the User Information Security Agreement for each Recipient User. The Security Password for an individual Recipient User shall be immediately revoked upon termination of that individual or upon reassignment of a Recipient User into a position not authorized to access Agency's data. Recipient shall notify Agency within five (5) days of the resignation or termination of a Recipient User. Failure to revoke access of a Recipient User who has been terminated or reassigned and inform Agency of any termination or reassignment of a Recipient User shall be a breach of this agreement and may result in immediate termination of the contract as well as other penalties provided by law and this agreement. All security codes, user names and passwords issued under this agreement shall be cancelled upon the expiration of the agreement. One year after the beginning date of this contract and each year on the anniversary date of the beginning date of this contract for the term of this contract, access by a Recipient User shall be cancelled unless within 30 days of that date Recipient submits a new User Agreement executed by Recipient User no more than 30 days prior to the date submitted with an attached certification of completion of **TWC IT Security Awareness** training dated no more than 30 days before submission. Agency will grant access to a maximum of 20 Recipient Users. All Users must be direct employees of the Travis County Attorney's Office.
- 3.5 Recipient Users are not authorized to change or update any information contained in Agency's computer stored files.
- 3.6 Recipient Users are authorized to access Agency's computer data for the official purposes listed in Section 1 only and may not divulge information obtained under this agreement to any other individual or entity, except as strictly required to accomplish the official purposes listed in Section 1.
- 3.7 Recipient agrees to adopt and implement security guidelines and to ensure that only authorized Recipient Users will have access to view Agency's confidential data and that any screen dump or other extraction of Agency data will be protected from unauthorized use or redisclosure.
- 3.8 Recipient will be solely responsible for disseminating any information provided by Agency to the remainder of Recipient Users.
- 3.9 Recipient agrees to notify Agency immediately if a security violation of this agreement is detected, or if Recipient suspects that the security or integrity of Agency's data has been or may be compromised in any way.

TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT

- 3.10 Texas Labor Code Sec. 301.085 provides that unemployment compensation information is not public information for purposes of Chapter 552 of the Texas Government Code. Recipient shall not release any information obtained from Agency under this agreement in response to a request made under Chapter 552 of the Government Code or to a request made under any other law, regulation, or ordinance addressing public access to government records.
- 3.11 Recipient agrees to pay Agency for online access based on the rate schedule attached to this agreement as **Attachment A2**. For the purposes of this agreement, a "transaction" consists of a single command sent by Recipient on its electronic computer system and received by Agency on its electronic computer equipment. Charges will be based on the volume of monthly transactions, as determined by Agency, and will be billed quarterly.
- 3.12 Recipient will pay each invoice on or before the 30th calendar day following the date of receipt of the bill from Agency.
- 3.13 Recipient will treat Wage Records, Claim Benefits Information and Employer Records obtained from Agency as confidential as required under Texas Labor Code Section 301.081 and the Social Security Act of 1934.
- 3.14 Recipient shall establish and maintain security safeguards and procedures to guarantee the confidentiality of all data obtained from Agency. Such safeguards shall, at a minimum, comply with the requirements found at 20 CFR 603.9, a copy of which is attached as **Attachment A3**.
- 3.15 Recipient's procedures to safeguard data provided shall be subject to audit by Agency.
- 3.16 Recipient shall be responsible to provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency's mainframe data base.
- 3.17 Recipient agrees to accept liability for any damage to Agency's hardware, software, or data when such damage is directly caused by the actions of employees of Recipient, whether authorized or unauthorized users pursuant to this contract.
- 3.18 In addition to all other charges and costs listed in this agreement, Recipient shall pay a seventy-five dollar (\$75.00) contract initiation charge. Payment of the contract initiation charge is due within 30 calendar days from the date of receipt of the first invoice sent by Agency to Recipient.

TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT

SECTION 4 – Contact Persons

In all communications with Agency, Recipient shall include a reference to the TWC contract number. The parties designate the following primary liaisons for implementation of this agreement:

AGENCY

Margo Kaiser
Attorney, Open Records
Texas Workforce Commission
101 E. 15th Street, Room 266
Austin, TX 78778
margo.kaiser@twc.state.tx.us

RECIPIENT

Xavier Montalvo
Chief Investigator
Travis County Attorney's Office
314 W. 11th Street, Third Floor
Austin, TX 78701
xavier.montalvo@co.travis.tx.us

Recipient may request a change in Recipient contact person by submitting to Agency a written request signed by the same individual with signature authority who signed on behalf of Recipient on page one of this contract. All changes in Recipient contact person must be approved in writing by Agency.

TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACTAttachment A1
2910PER082TEXAS WORKFORCE COMMISSION
USER INFORMATION SECURITY AGREEMENTI, _____
(Print Name) (Social Security Number)

acknowledge that, as a Recipient User, I will be assigned a personal User Identification Code (User ID) and password which I will use to activate computer devices that access the Texas Workforce Commission's computer system. I understand that I will be held personally accountable for my actions and any activity performed under my User ID. Under no circumstances will I allow my User ID and confidential password to be used by any other individual, nor will I use one belonging to someone else. I understand that any violation of this User Agreement including allowing any other individual to use my User ID or confidential password is a violation of the Texas Penal Code and will result in the immediate termination of the contract between the Travis County, User Department: Travis County Attorney's Office, and the Texas Workforce Commission. I will not enter any unauthorized data, make any unauthorized changes to data, or disclose any information without prior authorization.

I understand that under Texas Labor Code §301.085 all information I obtain from the Texas Workforce Commission under this user agreement is confidential and that a person commits an offense if the person solicits, discloses, receives, or uses, or authorizes, permits, participates in, or acquiesces in another person's use of, unemployment compensation information that reveals: (1) identifying information regarding any individual or past or present employer or employing unit; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer or employing unit. Such an offense is a Class A misdemeanor.

Violating a data security system or allowing unauthorized access by another party is a Class A misdemeanor under Chapter 33 of the Texas Penal Code, which is punishable by a fine of \$3,000.00, a year in jail, or both. Intentionally causing a computer to malfunction or knowingly altering data without authorization that results in personal or property damage may constitute a felony of the second degree.

I have read and have had explained to me the security and confidentiality requirements of 20 CFR Part 603 and the data access agreement with the Texas Workforce Commission. I understand and agree to abide by these requirements. I also understand that if I violate any of these standards I may be subject to disciplinary action or prosecution under one or more applicable statutes, and I may jeopardize the agreement between the recipient and the Texas Workforce Commission.

Signature of User_____
Date_____
Recipient Agency

I have instructed the User listed above about all confidentiality requirements applicable to data obtained under the data access agreement with the Texas Workforce Commission including the requirements of 20 CFR Part 603 as well as the sanctions specified in the data access agreement and in state law for unauthorized disclosure of information.

Signature of Supervisor_____
Date

Approved by: _____
Signature of contract contact person

Distribution: Original retained by the Recipient Agency. Copies to the Texas Workforce Commission and the User.

TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT

Attachment A2

Rate Schedule for Online Access	
Number of Monthly Transactions	Monthly Charge
1-10,000	125.00
10,001-25,000	320.00
25,001-50,000	630.00
50,001-75,000	950.00
75,001-100,000	1250.00
100,001-150,000	2000.00
150,001-300,000	3800.00
300,001-500,000	6300.00
500,001-750,000	9400.00
750,001-1,000,000	12,500.00
1,000,001-1,250,000	15,700.00
1,250,001-1,500,000	18,800.00
1,500,001-1,750,000	22,000.00
1,750,001-2,000,000	25,000.00
2,000,001-2,500,000	31,500.00

The above rates are based on a per-transaction fee of \$00.011, an additional 14% administrative overhead charge, and the data processing costs of monitoring actual volume of transactions on a periodic basis. Transaction levels above 2,500,000 are billed on actual number of transactions times \$00.011, plus 14% administrative overhead.

TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT

Attachment A3

PROTECTION OF CONFIDENTIALITY

**CHAPTER V--EMPLOYMENT AND TRAINING ADMINISTRATION, U.S. DEPT. OF LABOR
PART 603--INCOME AND ELIGIBILITY VERIFICATION SYSTEM
SUBPART A--INCOME AND ELIGIBILITY VERIFICATION SYSTEM**

20 C.F.R. § 603.9 What safeguards and security requirements apply to disclosed information?

(a) In general. For disclosures of confidential UC information under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis); § 603.5(e) (to a public official), except as provided in paragraph (d) of this section; § 603.5(f) (to an agent or contractor of a public official); § 603.6(b)(1) through (4), (6), and (7)(i) (as required by Federal UC law); and § 603.22 (to a requesting agency for purposes of an IEVS), a State or State UC agency must require the recipient to safeguard the information disclosed against unauthorized access or redisclosure, as provided in paragraphs (b) and (c) of this section, and must subject the recipient to penalties provided by the State law for unauthorized disclosure of confidential UC information.

(b) Safeguards to be required of recipients.

(1) The State or State UC agency must:

(i) Require the recipient to use the disclosed information only for purposes authorized by law and consistent with an agreement that meets the requirements of § 603.10;

(ii) Require the recipient to store the disclosed information in a place physically secure from access by unauthorized persons;

(iii) Require the recipient to store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means;

(iv) Require the recipient to undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems;

(v) Require each recipient agency or entity to:

(A) Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this subpart B, and the sanctions specified in the State law for unauthorized disclosure of information, and

(B) Sign an acknowledgment that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of this section and will adhere to the State's or State UC agency's confidentiality requirements and procedures which are consistent with this subpart B and the agreement required by § 603.10, and agreeing to report any infraction of these rules to the State UC agency fully and promptly.

(vi) Require the recipient to dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means return of the information to the disclosing State or State UC agency or

TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT

destruction of the information, as directed by the State or State UC agency. Disposal includes deletion of personal identifiers by the State or State UC agency in lieu of destruction. In any case, the information disclosed must not be retained with personal identifiers for longer than such period of time as the State or State UC agency deems appropriate on a case-by-case basis; and

(vii) Maintain a system sufficient to allow an audit of compliance with the requirements of this part.

(2) In the case of disclosures made under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis), the State or State UC agency must also:

(i) Periodically audit a sample of transactions accessing information disclosed under that section to assure that the entity receiving disclosed information has on file a written release authorizing each access. The audit must ensure that the information is not being used for any unauthorized purpose.

(ii) Ensure that all employees of entities receiving access to information disclosed under § 603.5(d)(2) are subject to the same confidentiality requirements, and State criminal penalties for violation of those requirements, as are employees of the State UC agency.

(c) Redisclosure of confidential UC information.

(1) A State or State UC agency may authorize any recipient of confidential UC information under paragraph (a) of this section to redisclose information only as follows:

(i) To the individual or employer who is the subject of the information;

(ii) To an attorney or other duly authorized agent representing the individual or employer;

(iii) In any civil or criminal proceedings for or on behalf of a recipient agency or entity;

(iv) In response to a subpoena only as provided in § 603.7;

(v) To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;

(vi) From one public official to another if the redisclosure is authorized by the State law;

(vii) When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or

(viii) When specifically authorized by a written release that meets the requirements of § 603.5(d) (to a third party with informed consent).

(2) Information redisclosed under paragraphs (c)(1)(v) and (vi) of this section must be subject to the safeguards in paragraph (b) of this section.

TEXAS WORKFORCE COMMISSION
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(d) The requirements of this section do not apply to disclosures of UC information to a Federal agency which the Department has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT

Attachment A4

TEXAS WORKFORCE COMMISSION DATA SECURITY POLICY

It is the policy of the Texas Workforce Commission to promote a secure environment for employees and clients, and to maintain management controls necessary for the safekeeping of the Agency's resources and assets.

Employees, physical property, and information related to the conduct of agency operations are assets, entrusted to the care of the agency by the citizens of this state. Safeguarding the security and integrity of these assets and using them in a cost-effective manner are basic responsibilities of the agency.

The Texas Workforce Commission relies heavily on its electronic data processing systems to meet its operational, financial and informational requirements. It is essential that these critical systems are protected from accidents and misuse of all kinds, and that both the computer system and the data that they process be operated and maintained in a secure environment.

It will be the responsibility of the Data Security Manager of the RECIPIENT AGENCY to determine and assign the computer access codes required for a user to perform the assigned job duties. Access to computerized data will be limited to just that data needed to do the assigned job.

It is the responsibility of the Data Security Manager of the RECIPIENT AGENCY to make certain that all users are aware of, and comply with, the Texas Workforce Commission's rules and regulations within their office.



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) 854-9183

Approved: _____

Cyd V. Grimes 2/2/10

Voting Session: Tuesday, February 9, 2010

REQUESTED ACTION: RESCIND APPROVAL OF CONTRACT AWARD FOR IFB NO. B100047-DR, RESIDENTIAL ROOF REPAIR/REPLACEMENT SERVICES AND APPROVE CONTRACT AWARD FOR THAT TO THE FOLLOWING BIDDERS:

PRIMARY: SOUTHWEST KEY MAINTENANCE LLC

SECONDARY: VALDEZ REMODELING AND WEATHERIZATION, INC

TERTIARY: QA CONSTRUCTION SERVICES, INC. (HHSD&VS)

Points of Contact:

Purchasing: Donald Rollack, 854-9700

Department: Lance Pearson, 854-7256, HHSD&VS; Sherri Fleming, Executive Manager, 854-4100, HHSD&VS

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

Invitation For Bid No. B100047-DR was issued October 10, 2009, for residential roof repair and replacement services, and contains language which says Commissioners Court shall award a contract and that a binding contract only results when the Purchasing Agent signs a Contract Award sheet, attaches it to the IFB and delivers it to the bidder.

Prior to signing the Contract Award sheet, as a result of an inquiry by another bidder and discussions of the query with the primary bidder, the Purchasing Office became aware of a bidding error made by GGs Construction. The IFB requested a price for both labor and materials. This bidder's price included only labor for replacement of roofing for all categories.

Due to this error, the bidder has asked that the award be rescinded as to the portions of the bid related to replacement of the roof. The IFB provided that the bid would be awarded by category (composition, metal, flat or modified rolled roof and mobile home) or on an "all or none" basis. It is not possible to award more than the tear down portion of any category to this bidder based on his request. Therefore, the Purchasing Agent recommends rescinding all three contract awards (primary, secondary and tertiary) made on January 12, 2010, as Item No. 11, and approval of contract award for primary, secondary and tertiary contracts to Southwest Key Maintenance LLC, Valdez Remodeling and Weatherization, Inc and QA Construction Services, Inc.

- **Contract Expenditures:** Within the last 12 months \$16,145.88 has been spent against this requirement.

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: As needed requirements
 Contract Type: Annual
 Contract Period: February 9, 2010 through February 8, 2011.

➤ **Contract Modification Information:**

Modification Amount:
 Modification Type:
 Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 28 Responses Received: 4
 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:

➤ **Statutory Verification of Funding:**

- * ☐ Purchase Requisition in THE
 * ☐ Contract Verification Form signed by Auditor and/or P.B.O.
☒ Funding Account(s) 001-5857-611-6277/6278; 001-5858-611-6277/6278; 131-5857-611-6277/6278;
 149-5856-611-6277/6278 and 141-5857-611-6277/6278
☐ Comments:
 * At least one of these must be included

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

 DATE

 COUNTY JUDGE

Note: Approval by Commissioners Court authorizes the Travis County Purchasing Agent to sign Purchase Orders.

CVG:DR:dr



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

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

MEMORANDUM

DATE: January 27, 2010

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

THROUGH Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and & Veterans Service

FROM: Lance Pearson, Travis County Housing Services Manager

SUBJECT: B100047-DR, Residential Roof Repair

Housing Services has reviewed the (IFB) Invitation for Bid B100047-DR Residential Roof Repair and recommends contract be awarded as follows: Primary, Southwest Key Maintenance LLC, Secondary, Valdez Remodeling Weatherization Inc., and Tertiary QA Construction.

The requested information is listed below:

Account Numbers: 001-5857-611-6277/6278 - General Fund
001-5858-611-6277/2678 - City of Austin
131-5857-611-6277/6278 - DOE
149-5857-611-6277/6278 - LIHEAP
141-5854-611-6277/6278 - CEAP

Commodity Code -- 952
Sub-commodity Code -- 039

The employees who will be involved with the procurement are Lance Pearson, Housing Manager, Raymond Martinez, Purchasing Assistant; and David Notario, Housing Supervisor. Please feel free to contact me at 854-7257 should you require any additional information.

XC: Michelle Small, Housing Services
Donald Rollack, Purchaser, Travis County Purchasing Office
Deborah Britton, Community Services Division Director

GM200I13

TRAVIS COUNTY

2/01/10

Fiscal Year 2010

Account Balance Inquiry

09:25:34

Account number . . . : 1-5857-611.62-77
 Fund : 001 GENERAL FUND
 Department : 58 HEALTH & HUMAN SERVICES
 Division : 57 HOUSING SERVICES
 Activity basic : 61 HEALTH-HUM SVCS (HUM SVC)
 Sub activity : 1 HUMAN SERVICES
 Element : 62 HUMAN SERVICES
 Object : 77 CONTRACTED SERVCS-HOUSING

Original budget	138,694	
Revised budget	154,487	10/01/2009
Actual expenditures - current	16,624.80-	
Actual expenditures - ytd	7,861.55-	
Unposted expenditures . . . . .	.00	
Encumbered amount	58,279.62	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount . . . . .	.00	
Total expenditures & encumbrances:	33,793.27	21.9%
Unencumbered balance	120,693.73	78.1

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

GM200I13

TRAVIS COUNTY

2/01/10

Fiscal Year 2010

Account Balance Inquiry

09:26:00

Account number :	1-5857-611.62-78
Fund :	001 GENERAL FUND
Department :	58 HEALTH & HUMAN SERVICES
Division :	57 HOUSING SERVICES
Activity basic :	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity :	1 HUMAN SERVICES
Element :	62 HUMAN SERVICES
Object :	78 SUPPLIES - HOUSING GRANT

Original budget :	85,268	
Revised budget :	93,043	10/01/2009
Actual expenditures - current . . :	1,057.30-	
Actual expenditures - ytd . . . :	441.59	
Unposted expenditures :	.00	
Encumbered amount :	25,510.26	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	24,894.55	26.8%
Unencumbered balance :	68,148.45	73.2

F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys

GM200I13

TRAVIS COUNTY

2/01/10

Fiscal Year 2010

Account Balance Inquiry

09:26:40

Account number . . . : 1-5858-611.62-77
 Fund : 001 GENERAL FUND
 Department : 58 HEALTH & HUMAN SERVICES
 Division : 58 CoA Weatherization
 Activity basic : 61 HEALTH-HUM SVCS (HUM SVC)
 Sub activity : 1 HUMAN SERVICES
 Element : 62 HUMAN SERVICES
 Object : 77 CONTRACTED SERVCS-HOUSING

Original budget : 0

Actual expenditures - current . . . . .	.00	
Actual expenditures - ytd . . . . .	.00	
Unposted expenditures . . . . .	.00	
Encumbered amount . . . . .	.00	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount . . . . .	.00	
Total expenditures & encumbrances:	.00	0.0%
Unencumbered balance . . . . .	.00	0.0

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

GM200I13

TRAVIS COUNTY

2/01/10

Fiscal Year 2010

Account Balance Inquiry

09:27:08

Account number . . . : 1-5858-611.62-78
Fund : 001 GENERAL FUND
Department : 58 HEALTH & HUMAN SERVICES
Division : 58 CoA Weatherization
Activity basic . . . : 61 HEALTH-HUM SVCS (HUM SVC)
Sub activity : 1 HUMAN SERVICES
Element : 62 HUMAN SERVICES
Object : 78 SUPPLIES - HOUSING GRANT

Original budget : 0

Actual expenditures - current . . : .00
Actual expenditures - ytd . . . : .00
Unposted expenditures : .00
Encumbered amount : .00
Unposted encumbrances : .00
Pre-encumbrance amount : .00
Total expenditures & encumbrances: .00 0.0%
Unencumbered balance : .00 0.0

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

GM200I13

TRAVIS COUNTY

2/01/10

Fiscal Year 2010

Account Balance Inquiry

09:27:46

Account number . . . : 131-5857-611.62-77
Fund : 131 HOUSING
Department : 58 HEALTH & HUMAN SERVICES
Division : 57 HOUSING SERVICES
Activity basic : 61 HEALTH-HUM SVCS (HUM SVC)
Sub activity : 1 HUMAN SERVICES
Element : 62 HUMAN SERVICES
Object : 77 CONTRACTED SERVCS-HOUSING

Original budget	:	0	
Revised budget	:	51,725	10/28/2009
Actual expenditures - current . . .	:	10,375.35	
Actual expenditures - ytd	:	5,941.98	
Unposted expenditures	:	.00	
Encumbered amount	:	29,364.63	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	.00	
Total expenditures & encumbrances:		45,681.96	88.3%
Unencumbered balance	:	6,043.04	11.7

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

GM200I13

TRAVIS COUNTY

2/01/10

Fiscal Year 2010

Account Balance Inquiry

09:28:24

Account number . . . : 131-5857-611.62-78
Fund : 131 HOUSING
Department : 58 HEALTH & HUMAN SERVICES
Division : 57 HOUSING SERVICES
Activity basic : 61 HEALTH-HUM SVCS (HUM SVC)
Sub activity : 1 HUMAN SERVICES
Element : 62 HUMAN SERVICES
Object : 78 SUPPLIES - HOUSING GRANT

Original budget :	0	
Revised budget :	26,420	10/28/2009
Actual expenditures - current . :	356.35	
Actual expenditures - ytd . . . :	1,271.25	
Unposted expenditures :	.00	
Encumbered amount :	346.42	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	1,974.02	7.5%
Unencumbered balance :	24,445.98	92.5

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

GM200I04
Fiscal Year 2010

TRAVIS COUNTY
Account Balance Inquiry

2/01/10
09:28:51

Account number . . . : 149-5857-327.10-10

Fund : 149 HOUSING
Department : 58 HEALTH & HUMAN SERVICES
Division : 57 HOUSING SERVICES
Activity basic : 32 INTERGOVERNMENTAL REVENUE
Sub activity : 7 HLTH & HUM SVC (HUM SVCS)
Element : 10 FEDERAL INTERGOV REVENUE
Object : 10 FEDERAL GRANTS

Estimated revenue :	0	
Estimated revenue - revised :	573,664	10/28/2009
Actual receipts - current :	.00	
Actual receipts - ytd :	15,826.32	
Unposted receipts :	.00	
Total receipts :	15,826.32	2.8%
Unrealized revenue :	557,837.68	97.2

F7=Project data
F11=Acct activity list

F8=Misc inquiry
F12=Cancel

F13=Misc Budget

F10=Detail trans
F24=More keys

GM200I04

Fiscal Year 2010

TRAVIS COUNTY
Account Balance Inquiry

2/01/10

09:29:18

Account number . . . : 149-5857-327.10-10

Fund : 149 HOUSING
Department : 58 HEALTH & HUMAN SERVICES
Division : 57 HOUSING SERVICES
Activity basic : 32 INTERGOVERNMENTAL REVENUE
Sub activity : 7 HLTH & HUM SVC (HUM SVCS)
Element : 10 FEDERAL INTERGOV REVENUE
Object : 10 FEDERAL GRANTS

Estimated revenue :	0	
Estimated revenue - revised . . :	573,664	10/28/2009
Actual receipts - current . . . :	.00	
Actual receipts - ytd :	15,826.32	
Unposted receipts :	.00	
Total receipts :	15,826.32	2.8%
Unrealized revenue :	557,837.68	97.2

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F13=Misc Budget

F24=More keys

GM200I13

TRAVIS COUNTY

2/02/10

Fiscal Year 2010

Account Balance Inquiry

07:58:30

Account number . . . : 141-5854-611.62-77
Fund : 141 CEAP (COMP ENGRY ASST PR)
Department : 58 HEALTH & HUMAN SERVICES
Division : 54 FAMILY SUPPORT SERVICES
Activity basic : 61 HEALTH-HUM SVCS (HUM SVC)
Sub activity : 1 HUMAN SERVICES
Element : 62 HUMAN SERVICES
Object : 77 CONTRACTED SERVCS-HOUSING

Original budget	0	
Revised budget	155,061	01/26/2010
Actual expenditures - current	40,454.08	
Actual expenditures - ytd	56,644.98	
Unposted expenditures . . . . .	.00	
Encumbered amount	38,539.63	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount . . . . .	.00	
Total expenditures & encumbrances:	135,638.69	87.5%
Unencumbered balance	19,422.31	12.5

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

GM200I13

TRAVIS COUNTY

2/02/10

Fiscal Year 2010

Account Balance Inquiry

07:59:17

Account number . . . : 141-5854-611.62-78
 Fund : 141 CEAP (COMP ENGRY ASST PR)
 Department : 58 HEALTH & HUMAN SERVICES
 Division : 54 FAMILY SUPPORT SERVICES
 Activity basic . . . : 61 HEALTH-HUM SVCS (HUM SVC)
 Sub activity : 1 HUMAN SERVICES
 Element : 62 HUMAN SERVICES
 Object : 78 SUPPLIES - HOUSING GRANT

Original budget	:	0	
Revised budget	:	39,647	01/26/2010
Actual expenditures - current . . .	:	10,123.56	
Actual expenditures - ytd	:	26,409.50	
Unposted expenditures	:	.00	
Encumbered amount	:	.00	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	.00	
Total expenditures & encumbrances:		36,533.06	92.1%
Unencumbered balance	:	3,113.94	7.9

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

11

Travis County Commissioners Court Agenda Request

Voting Session 2/9/10
(Date)

Work Session _____
(Date)

- I. A. Request made by: Joseph P. Gieselmann Phone # 854-9383
Executive Manager, TMR
- B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIA Lot 15 Block L 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:

AB Anna Bowlin – 854-9383
Stacey Scheffel – 854-9383
Tim Pautsch – 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

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: January 26, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

SUBJECT: Cash Security Agreements for sidewalks on lots in Commons at Rowe Lane 2A.

Summary and Staff Recommendation:

Highland Homes, Austin, proposes to use these Cash Security Agreements, as follows: Lot 15 Block L \$780.00 Permit #10-0075, to post sidewalk fiscal where the sidewalks have not been completed, in this subdivision.

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 Agreement
Map

TP:AMB:tp

1102 Commons @ Rowe Lane Phase 2A

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: *Travis County TNR* Travis County, Texas *Attn: Tim*
DEVELOPER/BUILDER: *Harris, Nicol & Straub / Highland Homes*

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: *780.00*

SUBDIVISION: *The Commons @ Rowe Lane*
20908 Windmill Ridge 15/L

DATE OF POSTING:

EXPIRATION DATE: Three Years From Date of Posting

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

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION 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 prior to the Expiration Date 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.

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 than 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.

Page 2

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).

Highland Homes
4201 W. Parmer Lane
Bldg. B; Ste. 180
Austin, TX 78727

DEVELOPER/BUILDER

BY:

Cynthia Hickock

PRINT:

Cynthia Hickock

TITLE:

Assistant Secretary

SIGN ONLY ONE

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.

Cynthia Hickock

1-21-10

Name

Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT:

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS_____
Date

Invoice Date	Invoice Number	P.O. Number	Coding	Description	Gross Amount	Adjustment	Net Amount
	20908WIND		729-044-1202	20908 Windmill Ridge	780.00	.00	780.00
				Check 0054427 Total	780.00	.00	780.00

RECEIVED

JAN 22 2010

TNR

Highland Homes, Austin

4201 West Parmer Lane
Building B, Suite 180
Austin, TX 78727

Bank of America

002210002074

0054427

DATE
01/15/2010

AMOUNT
\$780.00

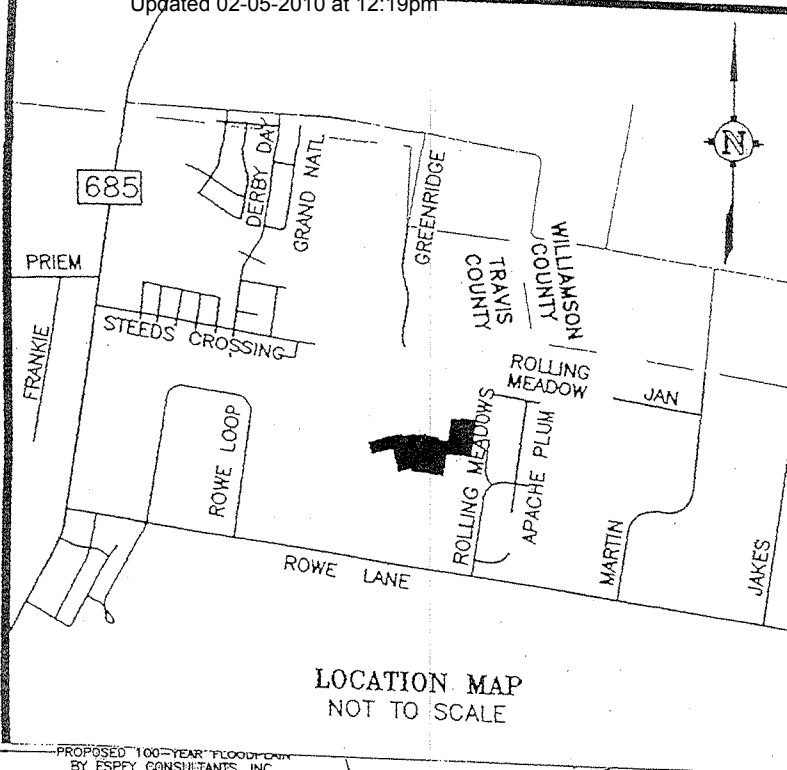
PAY Seven Hundred Eighty and 00/100 Dollars

TO THE
ORDER
OF

Travis County-Transportation
and Natural Resources-Sidewalks
PO Box 1748
Austin, TX 78767

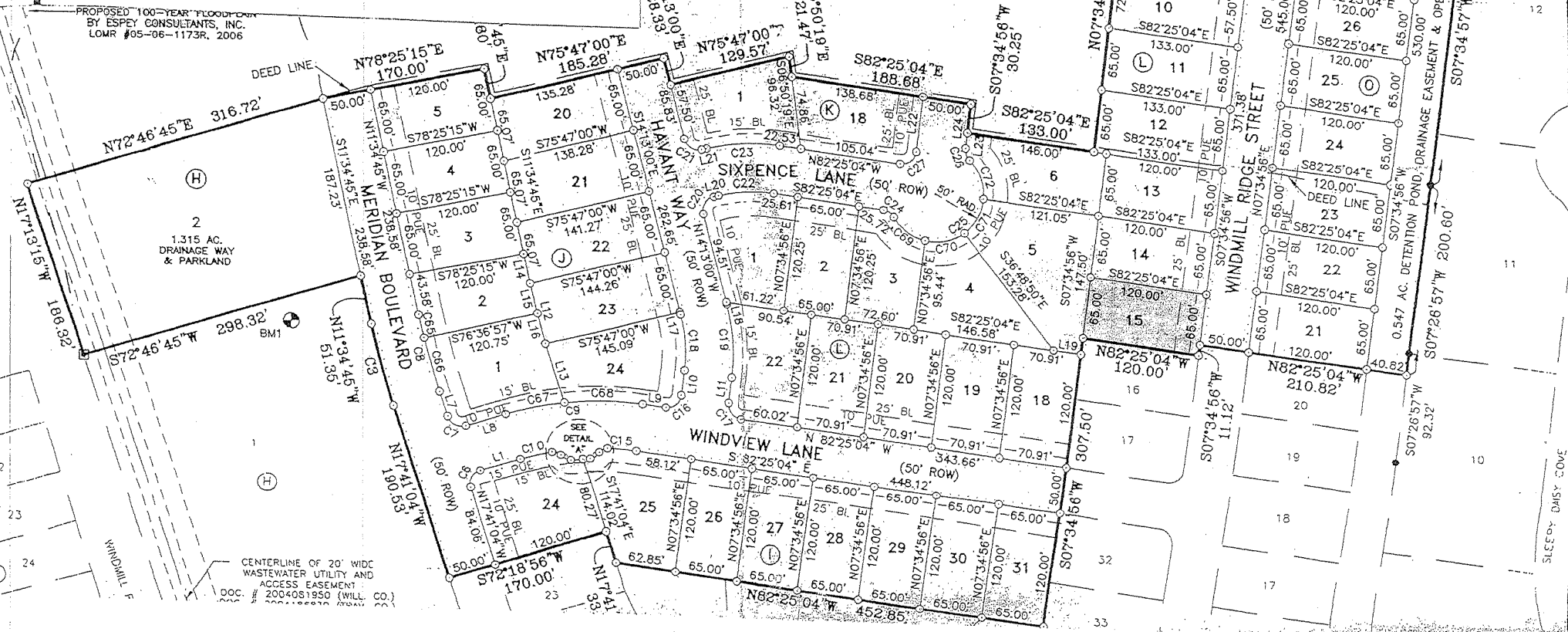
50841 H

Rodger Sanders



FINAL PLAT THE COMMONS AT ROWE LANE PHASE II A

COMMONS AT ROWE LANE, LP
(71.402 ACRES)
DOC. NO. 2007205046
O.P.R.T.C.T.



ROLLING MEADOWS
SECTION 1
BK. 85, PG. 47C
P.R.T.C.T.

BLOCK A

12

11

10

33

32

12Travis County Commissioners Court Agenda RequestVoting Session 2-9-10
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

A. Consider and take appropriate action on a preliminary plan in Precinct 3: Ammaron Hills Subdivision Preliminary Plan – 15 lots on 42.57 acres – 14500 FM 2769 Rd. – Water and wastewater service to be provided by on-site septic and well– City of Austin ETJ).

C. Approved by:

Karen Huber
Commissioner Karen Huber, Precinct 3

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

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

Joe Arriaga: 854-7562Anna Bowlin: 854-7561Don Perryman: 974-2786

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☐ GrantHuman Resources Department (854-9165)☐ A change in your department's personnel (reclassifications, etc.)Purchasing Office (854-9700)☐ Bid, Purchase Contract, Request for Proposal, ProcurementCounty Attorney's Office (854-9415)☐ Contract, Agreement, Policy & ProcedureRECEIVED
COUNTY JUDGE'S OFFICE
10 FEB -2 PM 5:33

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits **MUST** be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

January 21, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division 

SUBJECT: Ammaron Hills Subdivision Preliminary Plan

PROPOSED MOTION:

- A. Consider and take appropriate action on a preliminary plan in Precinct Three: Ammaron Hill Subdivision Preliminary Plan – 15 lots on 42.57 acres – 14500 FM 2769 Rd. – Water and wastewater service to be provided by on-site septic and well– City of Austin ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

This subdivision preliminary plan consists of lots 15 total lots, (14) single-family and (1) drainage, and public utility easement lot. There are 1,368 linear feet of proposed for the extension and improvement of Navajo Pass associated with the plan. The lots will take access from Navajo Pass and Lake Mountain Lane. The preliminary plan was approved by the City of Austin Zoning and Platting Commission on October 19, 2009.

As this final plat meets all Travis County standards and has been approved by the City of Austin, TNR staff recommends approval of the plat.

ISSUES:

During the public hearing at the Zoning and Platting Commission no one spoke in opposition, however, a gentleman did show up with concerns regarding the potential loss of parking for the existing church at Navajo Pass and FM 2769 Rd. Also, two citizens, Mr. Roger Tyler and Ms. Holly O'Conner returned written letters of protest (attached) with concerns focusing on the availability of water in the area and their troubles with their existing water wells.

Travis County Interim Rules do require a developer to provide a ground water availability study done prior to final plat approval, however, the current existing regulations within Title 30 do not require a study. While staff acknowledges that residents of this part of western Travis County have raised the issue of some of their wells going dry, there is nothing in the code that requires the applicant to address this issue at this stage of the preliminary plan process.

The applicant proposes private water wells for each of the 14 residential lots proposed. Staff has discussed TCEQ permitting requirements with Ms. Teresa Rogers of the TCEQ. Ms. Rogers explained that no TCEQ permit would be required for individual private water wells; however, private water wells are subject to the rules of the Texas Water Well Drillers Association which is regulated by the Texas Department of Licensing and Regulations. All private water wells must be installed by a licensed Texas Water Well Driller and all associated rules will apply. A TCEQ permit is only required when a person, or entity, becomes a seller of water.

The applicant has provided a water availability study (attached) prepared and sealed by Michael Thornhill, P.E., of the Thornhill Group, Inc. conforming to the requirements of 30-2-197 regarding "evidence that water suitable for human consumption may be obtained from surface or subsurface sources on the land. The evidence may include the results of tests and borings, and statements from local and state health authorities, water engineers, and other competent authorities." On the basis of research of several available reports and data from the Texas Water Development Board, the Texas Department of Licensing and Regulation, and the Texas Commission on Environmental Quality, and collecting, compiling, and evaluating data and information regarding local and site ground water records, Mr. Thornhill provides a signed assertion that "Ground water of sufficient volumes and quality can be developed to meet the intended use of the platted subdivision." We find Mr. Thornhill to be a competent authority on the issue, and find that the applicant has made an acceptable demonstration as required by the regulation.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

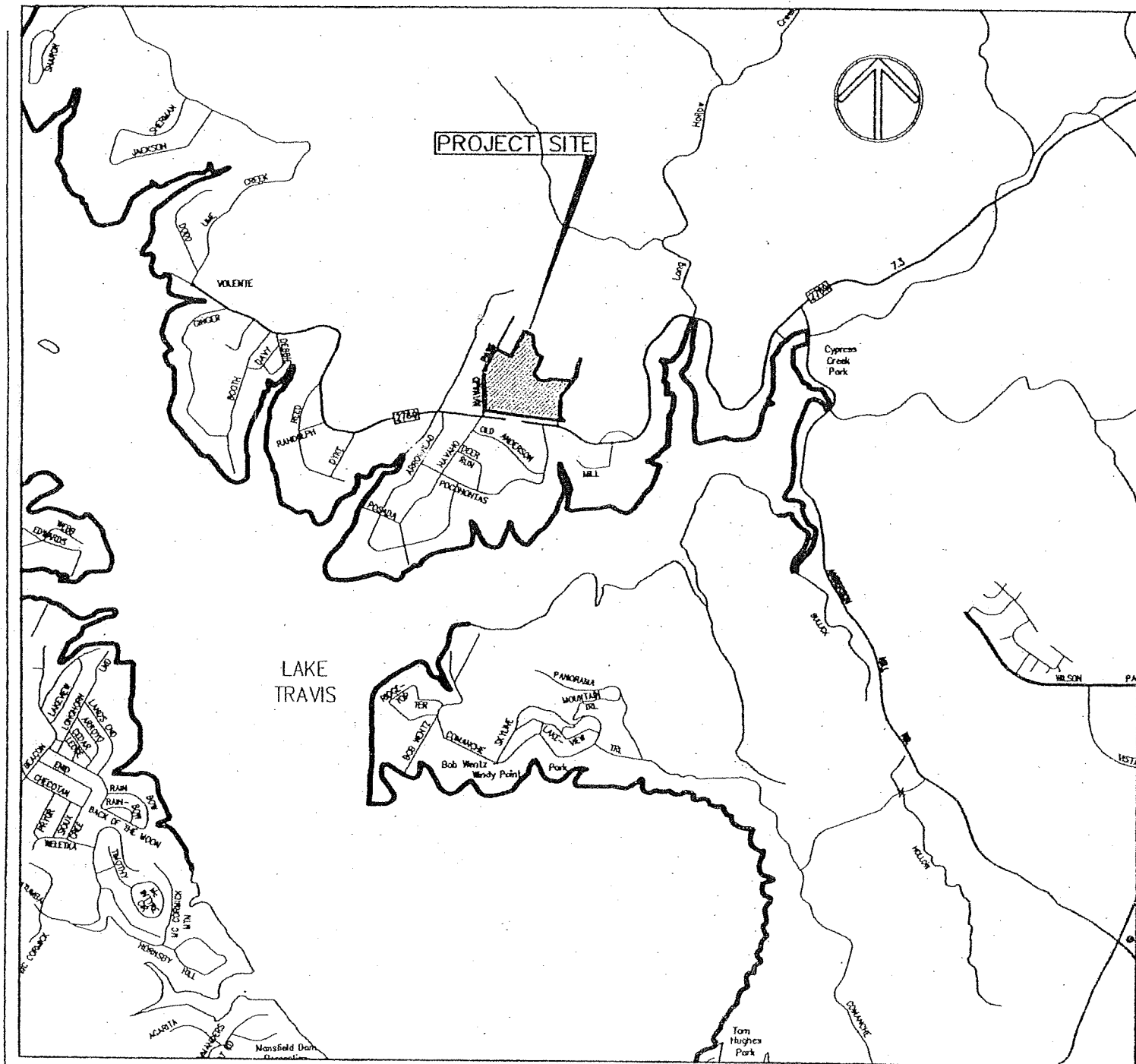
None.

EXHIBITS:

Location map, proposed plan and study

AMB: dp and ja

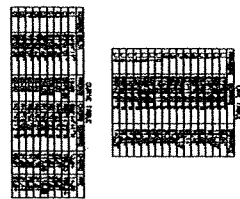
12110



LOCATION MAP

SCALE : 1" = 3000'

CH	COMMON LANGUAGE
1	NOT READING
2	NOT READING
3	NOT READING
4	NOT READING
5	NOT READING
6	NOT READING
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90	NOT READING
91	NOT READING
92	NOT READING
93	NOT READING
94	NOT READING
95	NOT READING
96	NOT READING
97	NOT READING
98	NOT READING
99	NOT READING
100	NOT READING



1. LOTS 7 & 8 ARE PLUG LOTS AND SHARE A JOINT ACCESS EASEMENT.
2. LOTS 9 & 11 ARE PLUG LOTS AND SHARE A JOINT ACCESS EASEMENT WITH LOT 8.
3. ANNUAL PAVED ROAD ELEVATIONS ARE SHOWN FOR LOTS ADJACENT TO PROPOSED DRAINAGE DRAINAGE.



Annamora Hills Subdivision
Austin, Texas

PRELIMINARY PLAN



WINKLEY ENGINEERING, INC.

CIVIL ENGINEERING & CONSULTING SERVICES

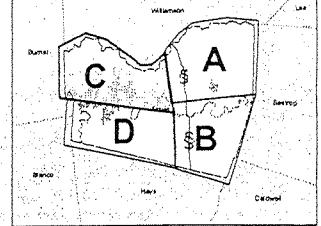
1101 Hwy. 380 South - Building H, Suite 100
Austin, Texas 78748 (512) 328-3342
Fax 512-328-8384 email winkeing@aol.com

Texas Registration Number F-8788

SHEET 2
 of 2
 04-2008-0140

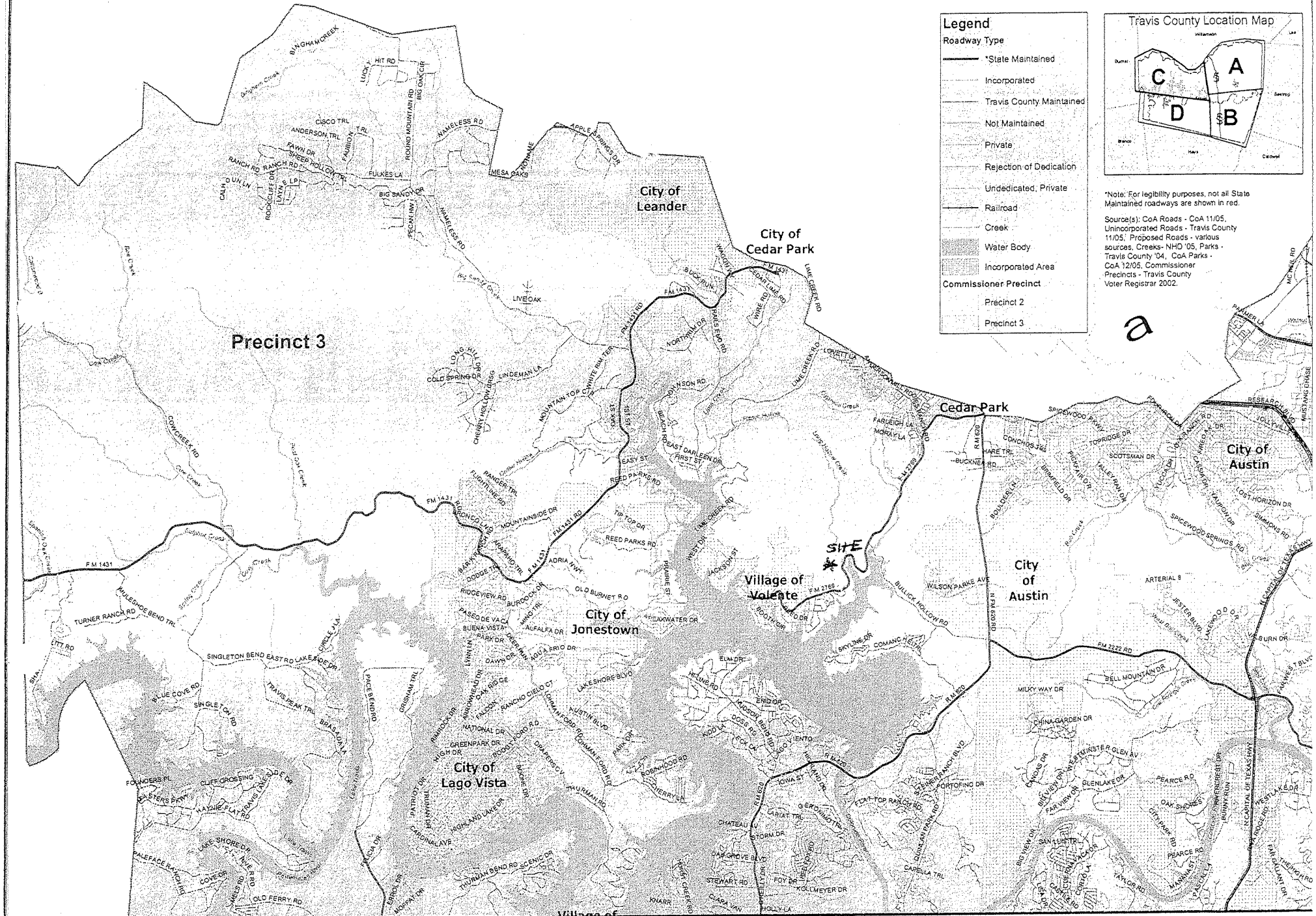
Legend**Roadway Type**

- *State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Creek
- Water Body
- Incorporated Area
- Commissioner Precinct**
- Precinct 2
- Precinct 3

Travis County Location Map

*Note: For legibility purposes, not all State Maintained roadways are shown in red.

Source(s): CoA Roads - CoA 11/05,
 Unincorporated Roads - Travis County
 11/05, Proposed Roads - various
 sources, Creeks - NHD '05, Parks -
 Travis County '04, CoA Parks -
 CoA 12/05, Commissioner
 Precincts - Travis County
 Voter Registrar 2002.



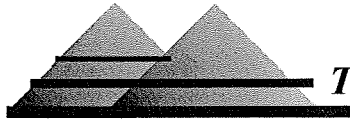
Map Disclaimer: This map was created for the Travis County Sign Crew for Identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Text Scale:
 1 inch equals 1.002 miles
 1 inch equals 5.292 feet

Travis County Roadways, Map C

0 1
 Miles

Map Prepared by: Travis County,
 Dept. of Transportation & Natural
 Resources. Date: 01/04/2006
<http://www.co.travis.tx.us/maps>



THORNHILL GROUP, INC.

Professional Hydrogeologists • Water Resources Specialists

January 19, 2010

Mr. Rick Vaughn
1101 Capital of Texas Hwy. South
Building H, Suite 100
Austin, Texas 78746

Re: Ground-Water Availability Assessment and Certification for Platting –
Ammaron Hills Subdivision, Travis County, Texas

Dear Mr. Vaughn:

Thornhill Group, Inc. (TGI) provides herein information and evaluations to demonstrate the availability of ground water to supply the proposed Ammaron Hills Subdivision to be located on FM 2769, between Lake Mountain Lane and Lakeview Drive, along the northern shore of Lake Travis in northern Travis County, Texas. The purpose of this study and letter report is to satisfy requirements set forth by the Code of the City of Austin, Texas (City Code) and Travis County Regulations (County Code) pertaining to certifying that sufficient ground-water supplies can be developed to meet subdivision needs prior to platting. This certification is conducted in accordance with:

- City Code Section 30-2-197 which states: “[i]f a subdivision is not to be served by a water utility, the subdivider shall provide the director with evidence that water suitable for human consumption may be obtained from surface or subsurface sources on the land.” This code also references City Code Section 25-4-197 which also state that evidence of water suitable for human consumption must be provided.
- The City Code also references County Code 82.204(c)(19); however, this code refers to areas outside of an extra-territorial jurisdiction (ETJ). County Code 82.203(c) applies to preliminary plans inside a municipality’s ETJ and states that the standards of the municipality should be followed.
- Local Government Code Section 232.0032 which indicates that a county may adopt standards set by the Texas Commission on Environmental Quality (TCEQ) regarding certification of adequate ground-water availability. Travis County is considering, but has not yet adopted these rules that would require adherence to the TCEQ requirements as described in 30 Texas Administrative Code (TAC) Chapter 230. However, these rules would only apply to areas outside of an ETJ.
- TCEQ’s rules for Ground-Water Availability Assessments for Platting. As indicated, these rules do not apply to your proposed development, but they provide a guideline for applicable aspects that should be addressed.



TCEQ requires an aquifer test using at least one test well and one observation well (30 TAC 230.8(c)(1)). However, applicable City Code 30-2-197(B) states that "...evidence of water suitable for human consumption ... may include the results of tests and borings, and statements from local and state health authorities, water engineers, and other competent authorities." Ample evidence of suitable water is available that shows numerous local wells that are capable of yielding between a few gallons per minute to hundreds of gallons per minute of fresh to moderately saline water. Therefore, TGI determined that site-specific drilling, testing and sampling are not needed for the following reasons:

- **Small water needs for the subdivision** – the demand from individual wells will likely average much less than five (5) gallons per minute (gpm). However, assuming an average demand of five (5) gpm from each well, the total amount of water needed for the subdivision would be 70 gpm (113 acre-feet per year). With several individual wells in the area are known to produce up to 200 gpm, it is clear that ample quantities of ground water are available from the subsurface.
- **Substantial local aquifer data from existing records and reports** – several available reports and data from the Texas Water Development Board (TWDB), Texas Department of Licensing and Regulation (TDLR) and TCEQ plotted and un-plotted wells show that the local aquifers are capable of yielding small to large amounts of fresh to moderately saline water. The available water quality data indicates that the local ground water is suitable for human consumption, though it may require some treatment to reduce salinity levels.
- **Trinity Group aquifer hydraulic characteristics** – typically, aquifer tests are conducted in order to assess the local hydraulic parameters of an aquifer, including its transmissivity (i.e., the ability of the aquifer to transmit water) and its storativity (i.e., the capacity of the aquifer to store water). Local reports indicate transmissivity values for the Trinity Group aquifer can range from 140 to greater than 3,000 gallons per day per foot (gpd/ft). The storage coefficient of an artesian (confined) aquifer typically ranges from 10^{-5} to 10^{-3} , and leaky artesian aquifers typically have a storage coefficient of 10^{-3} or higher; however, a reasonable estimate for the storage coefficient in the local Middle and Lower Trinity aquifer is 10^{-4} . With the availability of these local data, additional drilling and testing are not necessary to demonstrate the availability of ground water from the Trinity Group.

WORK CONDUCTED

TGI conducted evaluations with respect to hydrogeologic conditions and available ground-water resources for the proposed development at the subject property. TGI work consisted of the following:



- Reviewing applicable rules and guidelines for locating and completing private domestic wells, for conducting ground-water availability assessments for platting, and for developing private water supplies;
- Reviewing published and unpublished reports and maps pertaining to the regional and local topography, hydrogeology and ground-water conditions;
- Collecting, compiling and evaluating data and information pertinent to the local and site ground-water conditions including well completion records, geologic and/or driller's logs, production records and pumping test data, historical water-level measurements and water-quality data;
- Conducting standard hydraulic calculations to determine long-term aquifer productivity and ability to provide a suitable supply to future residents; and,
- Discussions with project developers to define appropriate assessments and deliverables.

The following provides results of TGI's assessments and evaluations. TGI evaluations of well yields and water quality are based primarily on data and information obtained from the TWDB, Texas Department of Licensing and Regulations (TDLR), TCEQ and available reports pertaining to the subject area (see Selected References).

WATER NEEDS

The proposed subdivision will contain 15 lots ranging in size from approximately two to four acres, with single-family houses planned on 14 of the lots. Residents in each of the 14 homes will obtain their water supply from a private, domestic well completed on the lot. The TWDB reports that the average water use in Texas is 164 gallons per capita per day (gpcd); however, nearby communities of Lakeway and Lago Vista had a higher than average use rate of 296 gpcd in 2000 according to the Region "K" Water Plan for the Lower Colorado Regional Water Planning Group. Assuming a similar water use pattern, the average household (3.5 persons per residence) would use about 1,036 gallons per day (gpd).

For houses served by public water systems, the TCEQ requires a minimum well capacity of 0.6 gallons per minute per connection, or the equivalent to a capacity of 864 gpd per house. Evaluations herein are based on average water usage of one (1) gpm per house, which is almost more than two times the anticipated demand for a household of four people, assuming the normal average daily usage. Typically, properly completed private domestic wells yielding three (3) to five (5) gpm and equipped with proper pressure and storage tanks provide more than enough water for single-family houses in ranchette or large-lot settings such as those proposed for the subject subdivision.

Several individual wells in the area are known to produce 10 to approximately 200 gpm from the Trinity Group aquifer. Using an anticipated need of 1,036 gpd per residence requires an average daily rate of 0.72 gpm per residence which is much less than the known local well production



rates. Total need for the proposed subdivision is an average rate of 10.1 gpm (16.3 acre-feet per year).

AQUIFERS AND GROUND-WATER SUPPLIES

Aquifers and Well Productivity

The subject property is located atop the Trinity Group aquifer, which is classified as a Major Aquifer in Texas and is subdivided in to three hydrologic units, the Upper, Middle and Lower. The property lies atop the upper Glen Rose of the Trinity Group, which makes up the upper Trinity aquifer. The upper Glen Rose is up to 215 feet thick across the subject property. Below the upper Glen Rose is the lower Glen Rose of the Glen Rose Formation, the Hensell sand and Cow Creek Limestone members of the Travis Peak Formation, which make up the middle Trinity aquifer. The total thickness of the Middle Trinity is likely greater than 300 feet across the subject property. Below the Middle Trinity is the Hammett Shale member, which acts as a confining unit, separating the middle and Lower Trinity aquifers. Below the confining layer is the Lower Trinity aquifer, which is made up of the Hosston member of the Travis Peak formation across the subject property. The total thickness of the Lower Trinity aquifer is likely greater than 200 feet in this area.

The ability of an aquifer to provide water to wells is dependent on the several factors, but particularly recharge to the aquifer, transmissivity, storativity, and static water level. Recharge occurs as precipitation falls on the outcrop area of the formations and flows down-dip to the southeastern part of Travis County. Transmissivity values for the hydrologic units of the Trinity Group aquifers have been estimated in reports pertaining to the subject area. These values range from 140 to greater than 3,000 gpd/ft. Few storativity measurements are available, but a typical value is likely 10^{-4} due to the artesian conditions within the aquifers, specifically the Middle and Lower Trinity aquifers. However, the amount of storage within the Upper Trinity is much smaller due to its water-table conditions in the subject area. Water levels within the Middle and Lower Trinity aquifers typically range from 70 to 460 feet below land surface.

Numerous well reports from the subject area within Travis County provide data such as location of the well, depth to the producing zone, static water level, pumping duration, total drawdown and pumping rates. With this information, the aquifer (i.e., producing zone) can be determined along with the well's specific capacity. The specific capacity of a well is a value for the amount of water that can be produced that will cause one foot of drawdown and it is typically measured in gallons per minute per foot of drawdown (gpm/ft). Specific capacity values can then be used in an empirical equation to calculate the approximate value for the transmissivity of a confined aquifer on the basis of the pumping rate and drawdown.

TGI reviewed over 120 well reports from wells located within the 2 ½ minute quadrangle 58-33-6, which surrounds the subject property. The well reports that TGI reviewed are both plotted and un-plotted and are available from the TCEQ, TWDB or TDLR. Specific capacity values for



wells completed in either the Middle or Lower Trinity aquifers, or both range from 0.1 to 1.5 gpm/ft. Therefore, using the empirical equation, transmissivity values were calculated for the Middle and Trinity aquifers and range from 200 to 2,000 gpd/ft. Using the estimated transmissivity values of wells within the subject area and storativity the amount of drawdown caused by pumping can be estimated; then, by subtracting the projected drawdown from a static water level it is possible to determine if a pump can be set at a level that will allow long-term production from the aquifer.

Local well reports indicate production rates from the Middle and Trinity aquifers average around 40 gpm. At these rates the wells would drawdown approximately 40 to 400 feet based on the specific capacity. It is likely that sustainable long-term rates are at least 10 gpm, but the higher rates are possible for shorter durations.

Proposed Well Completion and Locations

Based on long-term sustainable rates discussed above, the domestic wells should be completed within the Middle and/or Lower Trinity aquifers. Completion within these middle and lower zones will provide for drought-proof and reliable long-term production.

Based on aquifer information compiled for this study, TGI conducted general hydraulic calculations to estimate likely **interference drawdown** between wells, based on reasonable aquifer hydraulic coefficients including transmissivity of 1,000 gpd/ft and a storage coefficient of 10^{-4} . Drawdown calculations are based on short-term (i.e., 1-day) of continuous pumping at rates of five (5) gpm per well, and long-term (10-years) of continuous pumping at rates of 2.5 gpm per well, assuming no recharge. Short-term production would add approximately 3.3 feet of additional drawdown to a well that is 100 feet away. Long-term production would add approximately 4.0 feet of additional drawdown to a well that is 100 feet away. Therefore, based on average lot dimensions within the proposed subdivision, wells will be spaced at least 50 apart, and probably between 150 and 300 feet apart, which would cause minimal interference drawdown from the individual production wells. Rules and guidelines set forth by the TDLR, Chapter 76.1000(b) states that domestic wells must be located at least 50 feet apart, and probably 150 to 300 feet TDLR also states that domestic wells must be located at least 50 feet from septic tank drain fields and at least 50 feet from any property line.

Water Quality

The suitability of ground water for potable uses depends upon the chemical quality of water. The primary concerns for drinking water supplies are metals, nitrate, fluoride, chloride, sulfate, total dissolved solids (TDS) and bacteriological quality. **There are no drinking water limitations regulated by the TCEQ for private wells.** However, for purposes of this evaluation, available water-quality data were compared to TCEQ drinking water standards. The following table provides a summary of the important drinking water quality parameters that are



from approximately 20 wells within three (3) miles of the property completed within either the Middle or Lower Trinity aquifers or both:

Parameter	Units of Measurement	TCEQ MCL	Median Value
Aluminum	mg/L	0.2*	0.01
Antimony	mg/L	0.006	0.001
Arsenic	mg/L	0.01	0.001
Barium	mg/L	2	0.01
Beryllium	mg/L	0.004	0.001
Cadmium	mg/L	0.005	0.003
Chloride	mg/L	300*	75
Chromium	mg/L	0.1	0.007
Copper	mg/L	1*	0.007
Fluoride	mg/L	2* to 4	4
Iron	mg/L	0.3*	0.04
Manganese	mg/L	0.05*	0.05
Nitrate (as Nitrogen)	mg/L	10	0.4
Selenium	mg/L	0.05	0.006
Silver	mg/L	0.1*	0.01
Sulfate	mg/L	300*	400
Thallium	mg/L	0.002	0.002
TDS	mg/L	1,000*	1,500
Zinc	mg/L	5*	0.05
pH	S.U.	≥ 7	7.4

* Indicates Secondary Drinking Water Standard

Water-quality data for local wells demonstrates the Middle and Lower Trinity aquifers beneath the property will yield generally good quality water suitable for potable and other uses. Generally, the water is quite hard, calcium carbonate type water. Periodically, fluoride, iron and sulfate concentrations slightly exceed the TCEQ's Secondary Drinking Water Standard, although concentrations of these constituents in most local wells comply with standards.

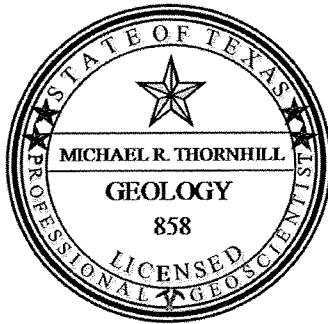
SUMMARY OF GROUND-WATER AVAILABILITY

- Maximum water demands for the subject subdivision will likely average less than 70 gpm; average demands will likely be less than 10 gpm.
- Local wells completed in the Middle and/or Lower Trinity aquifers generally yield between 10 and 200 gpm. Typically, properly constructed private domestic-type wells are equipped with pumps capable of pumping approximately three (3) to five (5) gpm. Therefore, the total instantaneous pumping from the property would likely not exceed 70 gpm.
- The quality of water produced from local wells is typically good, and is suitable for potable use. If any treatment were required, it would likely be minor and routine.



- As a result of general hydraulic calculations, the interference drawdown and cone of depression from local pumping will be negligible and probably essentially undetectable. Therefore, aquifer testing to determine these characteristics and well spacing limitations are not needed. Well spacing as set forth by the TDLR (i.e., typically at least 50 feet from property lines) should be sufficient.
- **Ground water of sufficient volumes and quality can be developed to meet the intended use of the platted subdivision.**
- Wells should be properly constructed, tested and sampled by a qualified and experienced water well driller licensed in the State of Texas.

We appreciate this opportunity to provide this preliminary water-supply assessment and to serve you in our specialty. If you have any questions, please call.



The seal appearing on this document was authorized by Michael R. Thornhill, P.G. on January 19, 2010.

Sincerely,
THORNHILL GROUP, INC.

Michael R. Thornhill, P.G.
President



SELECTED REFERENCES

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DRAFT

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

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

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

MEMORANDUM

DATE: January 29, 2010

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Request to Join Feasibility Study of Basic Needs, Systems and Infrastructure for Career Education Training including Workforce Development and Job Placement Services

Proposed Motion:

Consider and Take Appropriate Action on Request for Travis County to Join Feasibility Study of America's Promise Alliance in Austin-Travis County.

Summary and Staff Recommendation:

America's Promise Alliance together with the City of Austin and the Dell Foundation have been working through the cultivation phase of a community assessment in order to gauge interest and capacity in our community in participating in a project to replicate the Manchester Bidwell model that would serve to meet the needs of local youth and adults in the area of career education training including Graduation Equivalency preparation, workforce development and job placement services. As the current community partners are poised to move into the feasibility phase of the project that would ultimately yield a report on community conditions with respect to these areas, a proposed budget for the project and an action plan, it has been requested that Travis County join in this project as information arising out of the study will allow the County to

more strategically coordinate its investments in the area of workforce development. The projected cost to fund the feasibility phase of the project is \$150,000. Dell Foundation has pledged \$75,000 and the City of Austin has budgeted \$50,000; the amount request of Travis County is \$25,000.

Staff recommends that the County invest in the funding of this project as it would be in keeping with the County's commitment to workforce development for our residents.

Budgetary and Fiscal Impact:

Funding for this request, if approved, has not yet been identified.

Issues and Opportunities:

According to recent analysis of the American Community Survey by the Research and Planning Division of Travis County Health and Human Services and Veterans Service, the population of Travis County and the City of Austin have a higher level of educational attainment than the averages of the State of Texas and the Nation; however, there is still exists a need to address local rates of poverty and unemployment. With uncertainty regarding widening gaps in education, training and unemployment, economic conditions lead us to continue to examine the impact the County's investments in occupational skills training, educational opportunities, and support services as reported in the Ray Marshall Center's last evaluation.

Background:

For over a decade, Travis County has sought to coordinate its investment in workforce development with its local partners - the City of Austin, the local workforce investment board, Workforce Solutions – Capital Area, corporate partners and community-based organizations. As part of its workforce development strategy, Travis County contracts with a number of local non-profits providing education and training, including job readiness and occupational skills development. In addition, the County has built a relationship with the Ray Marshall Center at the University of Texas at Austin's LBJ School of Public Affairs to evaluate the outcomes of local government investments in workforce development services.



City of Austin

City Manager's Office

P. O. Box 1088, Austin, TX 78767
(512) 974-2200, Fax (512) 974-2833

Marc A. Ott, *City Manager*
Marc.Ott@ci.austin.tx.us

RECEIVED
COUNTY JUDGE'S OFFICE

10 JAN -6 PM 2:

I Set appt.
w/ Marc Ott

January 5, 2010

Samuel T. Biscoe, County Judge
Travis County
314 W. 11th St., #520
Austin, TX 78701

Dear Judge Biscoe,

Enclosed with this letter you will find the Manchester Bidwell Corporation information I mentioned to you. I'm confident that you will find the material as enlightening as I have.

Once you have had a chance to review the materials I would like to visit with you so we can discuss the information further.

Thank you,

Marc A. Ott
City Manager
City of Austin

Manchester Bidwell Corporation
Performance Report
July 1, 2006 – June 30, 2007

In program year 2006-2007 Bidwell Training Center provided career education training programs inclusive of academic remediation, General Equivalency Diploma (GED) preparation, workforce development and job placement services to under and unemployed residents of Allegheny, Beaver, and Westmoreland Counties including the City of Pittsburgh. In addition, the Manchester Craftsmen's Guild (MCG) provided educational programming for youth grades 6-12 in four (4) studio areas: ceramics, photography, digital arts, and design technology.

Bidwell Training Center identified five hundred and thirty five (535) potential students for orientation and testing. Three hundred and fifty seven (357) were tested, one hundred and nine (109) passed the entry examination and two hundred and forty eight (248) were referred to academic remediation classes in program year 2006-2007. One hundred and eighty five (185) new students were enrolled in our career-education classes which included: Culinary Arts, Horticulture, Health Unit Coordinator, Medical Coders, Medical Claims, Office Technology, Pharmacy Technicians, and Chemical Laboratory Technicians (AST Degree). As of June 30, 2007, one hundred forty one (141) had completed graduation requirements. Ninety three (93) from our carry-over's as of June 30, 2006 and forty eight (48) from the current 2006/2007 enrollments. One hundred sixteen (116) remain active as of July 1, 2007. One hundred and fifty (150) students had completed graduation requirements for the period July 1, 2005 thru June 30, 2006. One hundred thirty one (131) or 87% have been placed in gainful employment. The pay scales range from \$9.29 – 12.34 per hour.

A total of three hundred eighty nine (389) students received services in the school's Educational Preparation programs during the year July 1, 2006 thru June 30, 2007. The students received orientation, testing, instruction in reading, math, writing, vocabulary, spelling, and one-on-one tutoring. In addition, twenty two (22) students were scheduled for the GED Testing Examination and fifteen (15) had passed and seven (7) remain active. Eighty four (84) students made the transition from our academic preparation programs to our post secondary and skills training curriculums and thirty three (33) remain active as of July 1, 2007.

Each year the Pennsylvania Department of Education Bureau of Adult and Basic Education selects ten (10) students as Pennsylvania's "Outstanding Adult Students". Our nominee Cashmere Gore was selected as one of the "Outstanding Adult Students" in Pennsylvania in 2007.

The Manchester Craftsmen's Guild (MCG) has been an educational and cultural resource to the Pittsburgh Public Schools community for the last thirty eight (38) years. During program year July 1, 2006 – July 30, 2007, the MCG youth programs served over 2000 students from grades 6-12, offered professional development opportunities to 150+ teachers and provided avenues for families to celebrate the achievements of their children throughout the year. The programs range from school day integrated applied learning projects to after school immersion into artistic, aesthetic, and life skill development. The Artists in School programming served two hundred fifty three (253) students in the Pittsburgh middle and high school classrooms.

Manchester Bidwell Corporation
National Center for Arts and Technology
Feasibility Phase

Timeline 12 to 18 months

Budget:

Scope of work:

The Replication team of Manchester Bidwell Corporation will assess the following five categories through monthly visits, research and discussion with community leaders.

Reporting:

An interim report will be distributed at a mutually determined time and a final report will be issued at the end of the phase

Category	Questions	Activities
Need for MBC core programs	What are the dominant issues facing local high school youth?	Interview local individuals that approached MBC about replication to understand their motivation for wanting to build the program locally.
	What are the dominant economic issues facing local adults?	Meet with the local community foundation and other funding sources.
	Is there local need for a program focused on improving youth graduation rates?	Meet with leading local organizations and experts focused on youth development and adult economic issues to better understand the nature of these populations' needs.
	Is there local need for a program focused on career training and jobs for adults?	Meet with local chamber of commerce to identify leading employers in the region.
	Are there companies operating locally that would be interested in hiring adults trained through a MBC replication program?	Meet with companies operating locally to assess interest in and need for a training programs.
Organizational landscape	What organizations are: -working locally on the problems of low youth graduation rates and/or adult unemployment/ underemployment? -working locally in the youth arts and/or adult career education fields? -key players in the local nonprofit community?	Conduct research to get a feel for the local landscape: -Research whether any leading national organizations have local chapters or affiliates. -Review past recipients of any individual awards given locally or regionally in these areas of focus. -Review past issues of any local nonprofit publications. Meet with local community foundation and other funding sources.
	Are there individual leaders who are considered to be particularly influential in the local: -youth arts community? -adult career education community? -nonprofit community?	Meet with leaders in the local school district(s). Meet with directors of any local nonprofit management programs. Meet with organizations active locally in the youth arts and adult career education fields.
	How receptive are existing organizations and leaders to the entrance of a new organization?	Identify overlaps in program focus with existing organizations. Benchmark local organizations.
	Are there opportunities to partner with existing organizations?	
	How do MBC's programs compare to local programs in terms of outcomes and costs?	



NATIONAL CENTER FOR ARTS & TECHNOLOGY

CULTIVATION PHASE

In the interest of creating realistic expectations, during the Cultivation phase the NCAT team will focus on learning and understanding if the interested community has the basic needs, systems and infrastructure in place for a successful Center for Arts and Technology. This knowledge is achieved through a survey, telephone conversations and a visit to the Manchester Bidwell Corporation facilities in Pittsburgh, PA. This phase is also an opportunity for interested communities to learn more details about the model, the process of replication and the potential capacity needed to launch a site. *This phase is at no cost to the interested community and usually lasts up to six months.*

KEY ATTRIBUTES

COMMUNITY ATTRIBUTES NEEDED TO ENTER CULTIVATION:

- Problematic graduation rate and/or poor performing schools
 - Compare to national averages
 - Is your school meeting AYP (Adequate Yearly Progress) goals defined by the NCLB (No Child Left Behind) Act of the U.S. Department of Education?
- Underserved population (youth and adult) in need of motivation and hope, as evidenced by low graduation rate and/or pockets of minority and income disparities
- Bidwell Training Center (BTC) core program-related industry
- A workforce in need of training for existing industry
- Problematic poverty and unemployment rates
 - Compare to national averages
- Public transportation for potential students

If the all of the above attributes are present in your community, ► to Feasibility or ● Stop

► PROJECT ATTRIBUTES NEEDED TO ENTER FEASIBILITY:

- A convener for the Feasibility phase of the project
- Funding to engage the National Center for Arts and Technology in the Feasibility phase
- Individual(s) interested in championing the project for future sustainability
- School Superintendent interest in the Manchester Craftsmen's Guild (MCG) model
- Corporate interest and support in BTC model

A conclusion on whether or not the community is ready for the Feasibility phase of the project will be made by NCAT with inclusion of the interested community. If applicable, NCAT will make recommendations on changes or further community efforts that can contribute to the future review for consideration.

KEY PEOPLE

This project requires having support from key people from the beginning. Below is a list of individuals whom you should reach out to, meet with and gain support from. Take the idea of rallying important players and tailor it to your community, which you know best, and gather the key people to aid in a successful outcome. We will further explain the specifics of this list with you during our next conversation.

YOUTH/ARTS

- Superintendent of Schools
- School Board

ADULT TRAINING/INDUSTRY

- Corporate/Industry Leaders
- Community College & University Presidents

SOCIAL SERVICES/NON-PROFITS

- Mayor / City Government Officials
- Philanthropic Leaders
- Family/Community/Ethnic Group Service Providers
- Non-Profit Entrepreneurial/Community/Economic Advancement Service Providers



NATIONAL CENTER FOR ARTS & TECHNOLOGY
Cultivation Survey

Name, Title, Business Info _____
 City, State _____ Today's Date _____ Phone _____
 E-mail _____ Website _____

1. Are you specifically interested in a replication of our model, including the journey with us through the four phases of Replication? If not, you need not fill out this entire form; but please explain your hopes in meeting with and visiting us.

2. How did you first hear about Manchester Bidwell Corporation and NCAT, and why are you interested in Replication?

3. Please describe your community in detail (underserved populations; community, industry & school relations & structure).

4. Please fill in the blanks to compare your community's statistics to the National Average:

	National Average	Your Community
Graduation Rate	69.2% (2006)*	
Unemployment Rate	9.7% (7/09)	
Poverty Rate	12.4% (1999) 12.6% (2005 ACS)**	
Median Household Income	\$40,816 (1999) \$46,326 (2005 ACS)	
Meeting NCLB-AYP as of 2008*	n/a	Yes / No

*Using Cumulative Promotion Index (CPI); EPE (Editorial Projects in Education) Research Center; <<http://www.edweek.org/rc/index.html>>

** ACS- American Community Survey (U.S. Census)

***www.schooldatairect.org

5. What industries drive your community?

6. Is there leadership and/or a group interested in this project? Who?

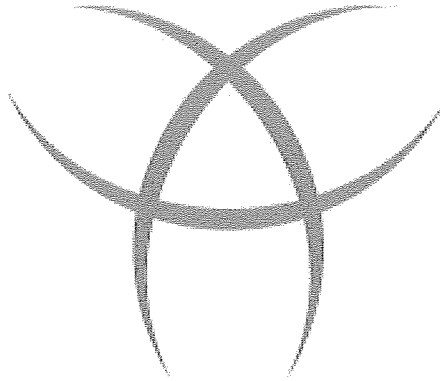
7. What is the public transportation like in your community?

8. Do you have connections to the following, or anyone in similar positions: superintendent of schools, funders, industry leaders/CEOs, local or state government officials?

Please feel free to provide additional information on the reverse of this survey.

THANK YOU!

Feasibility Report



NATIONAL CENTER FOR ARTS & TECHNOLOGY

**For the City of
Columbus, Ohio**

**Presented to
Advisory Committee**

July 17, 2009

Prepared by: National Center for Arts and Technology

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EXECUTIVE SUMMARY

INTRODUCTION

Manchester Bidwell Corporation (MBC) is a nationally recognized, nonprofit organization in Pittsburgh, PA. It is comprised of two programs - Manchester Craftsmen's Guild (MCG), which is an arts and learning Center for youth; and Bidwell Training Center (BTC), which specializes in industry-specific job training for adults. During forty years, MBC has demonstrated its ability to change the lives of the at-risk teenagers with whom it works, and to educate economically disadvantaged adults and place them in career-ladder employment with these two programs.

The National Center for Arts and Technology (NCAT) was created in 2005, as a nonprofit 501(c)(3) subsidiary of MBC, to oversee the replication of Centers for Arts and Technology around the nation. Centers for Arts and Technology become affiliates of NCAT, which provides technical assistance in programmatic and operational support to all the phases of replication.

An MBC model site seeks to create an environment infused with innovation, creativity and cutting-edge technology with the inspiration, motivation and tools for career and educational advancement for underserved and underemployed individuals.

A feasibility study in Columbus was commissioned by the Columbus Foundation (CF), United Way (UW) and Ohio Capital Corporation (OCC) in June of 2007. The purpose of the feasibility study is to gather information that answers questions about the community which will help make a recommendation as to the acceptability and viability of successfully replicating the Manchester Bidwell model. CF served as convener and community liaison during the process. Formal interviews began in July of 2007.

FINDINGS

Columbus is a city with rich resources for higher education, having a high number of universities and colleges, which generally leads to a very educated workforce. Three of five traditional students (18-22 years of age) attending Ohio colleges plan to leave the state for employment. Approximately 50% of the continuing education students age >24 enroll in two year or less training programs, and 87% of these students stay in the state.¹ Employers are still having difficulty filling openings that require specific skills, even with unemployment rising to 8.3% in Columbus, 10.8% in Ohio. Ohio's unemployment is 1.2% greater than the US average of 9.6%.² The Ohio State projection of need for "middle skills" job openings is 841,570 by 2016. These workers are critical to Ohio's economic recovery and future growth.³

The 2006-2016 economy trends show the greatest potential for expansion in the areas of health sciences and health care. This report offers a landscape of resources and organizations available that follow such employment trends and the capacity for growth, in reference to the viability of the MBC mode and NCAT recommendations. The report also examines leadership potential, an

¹ Ohio Workforce Coalition- Columbus Research Partners, 6/26/09.

² LAUS, Local area unemployment statistics, 7/7/09.

³ Ohio Workforce Coalition, Community Research Partners, 6/26/09

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analysis of possible locations and the feasibility of sustainable funding sources for a possible Center for Arts and Technology in Columbus.

1. Interviewed representatives from the community are very interested in the positive outcomes of the Centers that are currently operational and following the MBC model; there is energy around the project among individuals from different sectors of the community.
2. With considerable attrition in grades 7-9 and 70.6% of senior students enrolled completing high school in the academic year 2007-2008, there is a clear need for programs that can partner with the Columbus School District (CSD) to provide education and motivation to youth through applied and experimental learning in the arts.
3. The health science industry is the sector of fastest-growing demand in Columbus and is deeply invested in developing a workforce for the future of its organizations. The capacity for meeting the education and skill training necessary to serve this market cannot be met within the existing infrastructure of training programs.
4. Community and corporate leadership interest in the project is strong.
5. There is real estate available that meets the location criteria for a successful Center for Arts and Technology.

RECOMMENDATIONS

The following recommendations are based on the findings during the Feasibility Study process in Columbus from *June 2007 through June 2009*.

Given the positive indicators and support for the project, it is our judgment that the Center can accomplish the following:

The Vision

Create a learning environment that inspires hope and innovation, creativity and excellence and provides a path for individuals to re-vitalize the landscape of the urban community.

Target Population

Provide no-cost resources to public school students through applied and experiential learning in the arts, in addition to market-driven training programs for underemployed and unemployed adults which align with the needs of local industry. Through the programs proposed, 100 after-school and 45 – 50 adults, including literacy students, could be served annually. The number of students served will increase with the expansion of each subject area and addition of new subject areas.

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Programming

Partner with Columbus Public Schools to design a Youth/Arts program with initial offerings in Ceramics, Sculpture and Digital Arts. All studios will offer middle to high-school transition students the opportunity to learn discipline-specific life-skills and higher order critical thinking; all of which prepare the student for future academic endeavors. The program would be offered year round, during after-school and non-school hours.

Partner with the corporate community to design an Adult program that provides academic and vocational education training programs in the following areas: Adult Literacy and GED services (possibly through the Columbus Literacy Council), Pharmacy Technician, Medical Coding in phase I with Medical Laboratory Technologist and Medical Claims Processors being added in phase II (3-4 years).

Infrastructure/Operations

Infrastructure for planning and initial operations of the Center includes an advisory committee that will collapse into a Board of Directors as incorporation is achieved. This Board will interview and participate in selection of the Executive Director. During the Planning phase of the project the Executive Director should be in place to initiate the start-up organization with a Project Manager who can then become the Director of Operations. Together the Board, Executive Director, and Director of Operations will identify an appropriate location, architect and construction firm. They will begin fundraising for the capital campaign and first three years of operation of the Center.

Based on the skill set of the Executive Director, Education and Development staff should be considered for employment during the first six months of operations. A training plan appropriate to the skill level needed for staff of the Center will be designed as part of the Business Plan in the planning part of the project.

Location & Facilities

Serve the community at large by locating its programs in an area that provides public transportation accessible to individuals from many different communities. It is a neutral territory providing safety to students and staff. The areas being proposed are along main transportation corridors and allow sufficient space for startup and expansion of a Center and have proximity to employment opportunities and cultural venues.

Space Requirements

A minimum of 25,000-30,000 sq. ft. is the optimal size to accommodate the initial programming, and the facility and/or property ideally will be adequate for subsequent expansion to accommodate additional programs recommended for the future.

Leadership & Governance

Establish a Board of Directors comprised of local community leaders who are interested in the project to incorporate the Center. The Advisory Committee, appointed to review the report of the feasibility study typically represents different sectors of the community and can be expanded to form the first Board of Directors. Recommendations for Advisory Committee members to engage immediately upon deciding to begin the planning phase are attached in Appendix D.

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Although potential Executive Directors screened and recommended should be seriously considered, it is the recommendation of the NCAT team that an opportunity be given to the newly appointed Board of Directors to recommend individuals for the position.

Budget

Establish a Center for Arts and Technology with annual operating costs for the project averaging \$1.2 million.

Renovation of an existing structure for a 30,000 sq. ft facility is estimated at \$3.9 million. This cost includes soft and hard cost of construction, and includes facility acquisition costs.

Funding

NCAT has engaged a philanthropic funding specialist recommended by the Columbus Foundation to assist with determining funding feasibility. Columbus has a strong history of philanthropy and there are opportunities for securing funds for organizations that are addressing issues in youth development and the arts. The challenge is securing long-term stabilization funds on all levels from foundations, corporations, and government agencies based on the demand for the funds by local nonprofit organizations. The largest threat to most nonprofits in Columbus is securing on-going general operating, institutional development and endowment funds for small and mid-size organizations.

Long-term sustainability for this project will require a close working relationship with businesses in which corporate leaders identify with the workforce goals, and endorse and support the development of curriculum and training models that meet real needs in targeted markets. The extent to which there can be an integration of objectives drawn from youth development, arts and culture, new/innovative technologies and crime prevention (juveniles and ex-offenders), a Center for Arts and Technology with programming for “at risk” youth and adults seems certain to attract philanthropic support.

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HISTORY AND OVERVIEW

MANCHESTER BIDWELL CORPORATION

Manchester Bidwell Corporation (MBC) is a nationally recognized nonprofit organization in Pittsburgh, PA. It is comprised of two programs - Manchester Craftsmen's Guild (MCG), which is an arts and learning Center for youth, and Bidwell Training Center (BTC), which specializes in industry-specific job training for adults.

MBC's founder, William E. Strickland Jr., began MCG in 1968 and has taken it from a small row house arts program to a multi-program enterprise in a state-of-the-art 62,000 square-foot facility that serves 2,500 youth and 400 adults annually. Both Strickland and MCG have received national accolades and awards for leadership and unique programs. While MCG has many offerings, its core program is the Apprenticeship Training Program, offering studio-based work in photography, ceramics, printmaking design and digital imaging for at-risk high school students. The program offers students opportunities to create with their hands, hearts and minds; ultimately it keeps youth in school, helps them graduate and move on to post-secondary education.

Strickland was asked to assume leadership of BTC in 1971. Today it is an accredited post-secondary school providing market-driven career education for the economically disadvantaged, underserved adults and recent high school graduates. By partnering with local employers, BTC creates relevant, cutting-edge courses that meet employers' standards and hiring needs. BTC offers training in fields as varied as gourmet food preparation, chemical and medical technologies, horticulture technology and office technology. Each training course has both workforce skills and professional development elements. BTC's goal is for participants to complete programs and attain relevant job placement.

THE MANCHESTER BIDWELL MODEL

Throughout the United States, urban communities are struggling with the nation's most pressing problems. The national high school graduation and college entrance rates are extremely low especially for low-income, urban African American and Hispanic youth. Also, unemployment rates have increased in many areas, particularly for Blacks and Hispanics. Few organizations are able to address the needs of urban communities in a sustained and meaningful way. MBC believes that in order to counter the urban risk factors at play in cities across America, education must become a priority. Education that values not just the learning but the learner, interpersonal skills and cultural competency between and among all stakeholders (students, instructors, artists, employers and administrators) are key to successful transition into a new career or graduation from high school. This is MBC's cornerstone for hope and revitalization of students, adults and communities.

An MBC model site seeks to create an environment infused with innovation, creativity, and cutting-edge technology with the inspiration, motivation and tools for career and educational advancement for underserved and underemployed individuals.

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The Manchester Bidwell transformational pedagogy is central to the MBC programming and to the replication approach of the model. The components include:

Community & Environment:

Twenty-five years of MBC operations and practice has been researched and evaluated by leading Educational Strategist, Bruce A. Jones, Ph.D.⁴ In a 1996 publication *Linking Concepts to Practice*, Dr. Jones describes the MBC community as a “*place/environment where people feel and foster a sense of belonging and interconnectedness.*” According to Jones, this means two essential things: 1) *A place that connects to other institutions in the community in a spirit of partnership.* 2) *Collaboration and a place where there is a primary focus on and response to human needs.* In the practical vernacular of MBC’s Founder and President William E. Strickland Jr., “*Environment shapes behavior. The beauty of the physical environment is essential. It nourishes the spirit. You can’t show a person how to build a better life if they feel no pleasure in the simple act of being alive. You can’t inspire a person to live a better life if they don’t know what a good life feels like.*”

Relational Integrity:

Instructors, artists and administrators must be exceptionally well qualified, expert in their fields, be predisposed to finding meaning in their own life and be able to connect authentically with students. Through this process real knowledge and skills mastered will emerge.

Goal Definition:

Students must be able to give voice to their dreams; MBC’s primary job is to engage and inspire students to realize their potential. Bill Strickland; “*A dream is about building something...relationships, identity, quality of experiences. Dreams rise out of genuine human needs. They feed the spirit in a profoundly satisfying way; bringing direction, conviction, substance and satisfaction to one’s life the moment one commits to it.*”

Core Values:

As a valued Centered organization MBC understands that all its stakeholders- board members, administrators, instructors, artists, students and families-are bound by a belief system that encourages an innovative and entrepreneurial approach to the challenges faced by urban youth and unemployed/underemployed adults.

Expressed in first person, declarative sentences the following five values are translated into life and critical thinking skills in each of the programs” curriculum:

Embrace – I will acknowledge my limitations and embrace life long learning opportunities;

Influence – I am aware of how my work intentionally and unintentionally influences others;

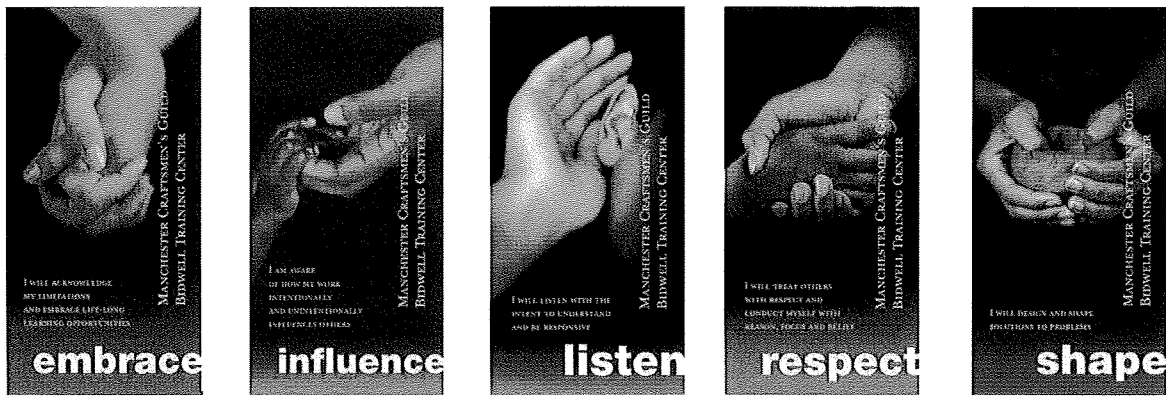
Listen – I will listen with the intent to understand and be responsive;

Respect – I will treat others with respect and conduct myself with reason focus and belief; and

Shape – I will design and shape solutions to problems.

⁴ Bruce A. Jones, Ph.D., is the Anchin Endowed Professor & Director of the Anchin Research Center in the College of Education at the University of South Florida.

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Bill Strickland's essential premise is that "environment affects behavior"; a *physical* environment that is filled with light and art is symbolic of the promise made to at-risk and underserved individuals who labor within its walls. An environment that is rich in resources is evidence of what is possible, and an environment in which mentorship is aligned with dignity provides a community with a legacy for the future.

For Strickland, the *entrepreneurial* spirit is the innovation it takes to face the challenges in urban communities and promote the practice of creative thinking, interpersonal relationships and fearlessly meet people where they are in life and train them to their innate potential.

Studio-based youth/arts programming:

The goal of the youth/arts programming is to educate and inspire urban youth through mentored training and experiential learning experiences in the visual arts. The overarching goal of MBC's Youth program is to integrate the arts in all learning; helping the student to see the obvious and not so obvious connections to life long learning. In Pittsburgh, the primary objective of youth /art programming is successful graduation from high school and matriculation in post secondary education. In order to achieve these goals, youth programming in the arts must be aligned with the public school system goals, schools and practitioners.

Market-driven adult programming:

A career training program must be market-driven and include the involvement of the industry for which they are created. The goal is to have adults find meaningful employment with family living wages through a market-driven training program aligned with industry needs.

Companies must be willing to provide employment opportunities for long term, career-building jobs and provide advisory and externship opportunities to the program.

Combined under one vision, MBC's pedagogical approach works to counter the most critical risk factor at play in our inner cities- learning positions students not only to survive the demands of a 21st Century workplace, but also thrive using their experience in an institution that prepared them for the creative and knowledge based economy.

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NATIONAL CENTER FOR ARTS AND TECHNOLOGY

Both the significant demand from cities throughout the nation and the opportunity to broaden and deepen impact to countless others prompted Strickland and the MBC management team to go through a rigorous, detailed strategic planning process to prepare for effective replication.

The National Center for Arts and Technology (NCAT) was created in 2005, as a nonprofit (501c3) subsidiary of MBC, to oversee the replication of Centers for Arts and Technology around the nation. Centers for Arts and Technology become affiliates of NCAT, which provides technical assistance in programmatic and operational support to all the phases of replication.

To date, NCAT has three operational affiliate sites; one each in San Francisco, Cincinnati and Grand Rapids. A biography of these sites and their accomplishments to date are included in Appendix "A."

NCAT's comprehensive business plan drives the replication process through four phases:

The first phase of replication is **Cultivation**, which is an opportunity for NCAT to respond to cities by helping them learn more about the program model, how it can benefit their community and how the replication process works. If the city commits to replication and can identify a lead investor and a community leader, it will enter the next phase, **Feasibility** (12-18 months). The purpose of this phase is to understand whether a city has the essential key attributes that are critical for successful replication, including a need for core programs in the community, an understanding of the local nonprofit landscape, local funding capacity, potential leaders, and a potential location. If the interested site can meet these milestones, it enters a multi-year agreement with NCAT and moves on to the next phase.

During **Pre-opening/planning** (12 months) the affiliate, with significant support from NCAT, prepares to develop and launch its initial programs and open its doors to serve the public. During this phase the affiliate will select the Executive Director, complete the build out of space, complete its growth and sustainability plan, secure funding commitments, have corporate and community partnerships in place, develop initial programs, hire staff and establish 501(c)(3) status.

Finally, the affiliate goes through **Early implementation** (3 years), which is when NCAT makes sure the affiliate is offering consistent, high-quality programs that are aligned with the MBC model, the programs are growing appropriately, that it has sustainable funding and that it has developed and maintained community relationships.

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FEASIBILITY STUDY IN COLUMBUS

BACKGROUND

An agreement to begin the Feasibility Phase was executed in June of 2007 and an initial meeting to clarify the process and the study took place shortly thereafter. Attending this meeting were the executive staff of The Columbus Foundation as well as, William E. Strickland and Georgina Gutierrez, VP of The National Center for Arts and Technology (NCAT), representing MBC.

The steering committee for the project was comprised of representatives from the three major contributors to the feasibility project-The Columbus Foundation, The United Way and Ohio Capital Corporation. The steering committee developed a list of “people to see” in Columbus and assisted NCAT team members with making contact and setting meetings with individuals in the community.

Lisa Courtice and Sandi Smith of The Columbus Foundation, joined Gina Gutierrez, Dolores “Lorie” Sewchok, NCAT’s Program Administrator and Joanna Papada, VP for Education Policy and Advocacy for MBC, to form the working committee for the project. The team was supported by Dottie Henderson, Administrative Assistant at The Columbus Foundation and Neal Smalley, Administrative Assistant to NCAT. Members representing the Columbus Foundation assisted with the interview schedule and served as a liaison to the community. Members of NCAT and MBC were responsible for the interviews, presentations, focus groups, content and follow up with community members and organizations.

METHODOLOGY

The Feasibility Phase seeks to gather information around five specific capacity areas that would support the creation of a Center for Arts and Technology. The capacity areas in Columbus are:

1. The need for adopting MBC’s transformational pedagogy in Youth/Arts and Adult Career training programs, potential partners and resources.
2. Analysis of the current landscape in education, the arts and employment and career trends.
3. Availability of real estate for the facility.
4. Community leadership interest in the project and availability to serve on the Center’s Board of Directors and in executive leadership.
5. Funding potentials for both capital and multi-year operations.

This study focuses on the factors which will impact the potential for success of the creation of a Center for Arts and Technology, an independent 501(c)(3) organization affiliated with NCAT.

Appendix “B” includes the detailed process and protocols used during the Feasibility Phase. The meetings with potential stakeholders from June 2007-June 2009 included: 166 people.

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Categories and number of the organizations interviewed are as follows

Individual interviews		Organizations	Focus group
• Adult Training	74	40	7 one meeting:
• Youth/Arts	29	22	
Social Service	22	13	0
Agencies/Nonprofits			
• Leadership	23	21	0
• Prospective ED	11	11	0
TOTAL	159	107	7
166 people/107 organizations			
Appendix "C" includes a list of interviewees.			

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PROGRAM NEEDS AND RECOMMENDATIONS

The following is a report of the findings, conclusions and recommendations made during the Feasibility Phase which will be presented to the feasibility funders/steering committee. The Advisory Committee, at the request of the Columbus Foundation, has not yet been assembled, but should assist the steering committee in making the determination of whether or not to move the project forward into the creation of a Center for Arts and Technology(CAT).

YOUTH/ARTS PROGRAM

Background:

NCAT Youth/Arts program seeks to address the need of urban students in a sustained and meaningful way. It is a proven model whose goal is to counter the societal risk factor of a devalued sense of education that permeates poor urban communities. NCAT Centers' primary partner in all urban communities is the public school district. NCAT's role is about helping to articulate the value of a learner-Centered environment/culture.

Columbus is a city rich with human resources-individuals and groups who serve the metropolitan community who bring into the light the vibrant cultural resources of a diverse population and who are willing to stand up and become agents of change for communities who face the challenges of poverty, crime and unemployment.

The Columbus Cultural Leadership Consortium has expressed their collective benefit to city leaders and policy makers in setting the stage to leverage the arts economic and cultural impact for Columbus. It is with support and in the spirit of partnership that a CAT would work with the 16 "anchor" arts and cultural organizations. It is clear during the feasibility process that a CAT would not be replicating the work of these organizations, in fact no arts organization studied during feasibility share in or aligns with the mission and vision of a CAT.

The creation of a Center for Arts and Technology would not be possible without the support, collaboration and alignment with the Columbus City Schools (CCS). During the feasibility process the NCAT team has enjoyed the alliance with CCS Superintendent, Dr. Gene Harris and Mike Fulwider, Assistant to the Superintendent. Throughout several meetings Dr. Harris expressed support and confidence in the NCAT model, suggesting that a formal partnership with a CAT facility is possible based on the Center's willingness to advance the goals and objectives of the District.

The NCAT team is very impressed by the strategic direction of the school district especially with its prime goal of raising the graduation rate from a low of 55% in 2001 to 90% in 2012. To date they have made significant progress toward their goal; 2007-08 70.6% of students have diplomas from CCS⁵. The other initiatives planned by the District include Expansion of Science, Technology, Engineering and Math (STEM) schools as well as Arts related schools. A CAT would compliment the learning to students, teachers, and schools; offering additional human resources in the face of an alternative learning environment, a community gathering space and increased exposure to the world of work in the creative and knowledge based industries.

⁵ 2008-09 Annual Report CCS

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Programming:

The Youth/Arts program stresses mentored arts training. Mentorship is defined by the quality of relationships between a young person and a network of caring adults. Mentored arts training is defined by the following three components:

- 1) Being present with the students, meeting them “where they are,” not where you want them to be.
- 2) Setting high expectations for the students-expecting skill mastering in the arts
- 3) Engaging students through experiential and applied knowledge.

It must be clear that this is not an “art for arts sake” program; it must compliment the instruction and the instructors of the public schools.

Columbus City Schools (CCS) Statistics:

Columbus is the largest school district in Ohio with 55,235 students. The following is the racial background of its student population:

African Americans: 62%

Caucasian: 27%

Hispanic: 6%

Other: 0.5%

Seventy-three percent (73%) of the students fall within Federal poverty guidelines as stated by the receipt of free and reduced meals.

At the beginning of the 08-09 school year CCS maintained its Continuous Improvement Designation from the Ohio State Department of Education. CCS continues to exceed the state’s 93% attendance standard and shows significant gains in academic progress. One half of CCS high schools (8 of 16) were recently ranked among the best in the nation by *U.S. News and World Report*. The magazine used a 3-step process to develop the ranking. The first 2 ensured that the schools served all of their students, using State achievement standards as a benchmark and the final criteria assessed the degree to which the schools prepared students for college level work, using the Advanced Placement (AP) data as the benchmark.

Of the 4,166 teachers in the District over two-thirds have Master’s Degrees or higher and 106 are National Board Certified teachers.

Recommendations:

NCAT proposes the creation of a Center with a learning system which intentionally integrates school and non-school supports. Findings from the Harvard Family Research Project⁶ illustrate that children need access to non-school experiences to supplement in-school learning. MBC’s model allows students to compliment academic skills with the affective domain, higher order critical thinking skills and cultural competencies. Additionally, according to the work of the Harvard Family Research Project, “...*high academic achievement is closely linked with exposure to family and community-based activities and learning experiences that occur outside of school.*”

⁶ Gordon E. W., Bridglall, B.L., & Meroe, A.S. (2004)/ Supplemental education: The hidden curriculum of high academic achievement. Lanham, MD: Rowman & Littlefield

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Programming

The after-school program for youth should begin with program offerings in the following two areas: Ceramics/Sculpture and Digital Arts (photography, animation, video production and graphic design).

During the first three years of operation programming should be designed around middle to high school youth, offering year round after-school and non-school hours. MBC's pedagogy will prove essential for pre-teens in the difficult transition period they will face psychologically, physically and culturally. These recommendations are based on the number of programs in Columbus designed for and by high school teachers and in conversations with teachers, administrators, curriculum specialists and program officers.

In addition, it is recommended that a strong link between classroom teachers and students be developed by having these teachers attend after-school programs with students or additional professional development courses at the Center to earn continuing education credits for arts learning. Building "Relational Integrity" among and with students, artists and teachers is not only a key to MBC's pedagogy but an important portal to academic achievement.

The Center should be highly involved with family and community engagement policies of the School District. An agreement between the Columbus City School District and the Center for Arts and Technology must be articulated during the Planning Phase of the project.

Collaboration and Partnership

It is recommended that alliances and partnerships be established with the following organizations that have complimentary programs and have expressed interest in collaboration:

- Martin Luther King Performing and Cultural Arts Center
- Columbus Museum of Art
- Columbus City Schools

Based on the statistics and through conversation with District personnel, the most troubling issue facing CCS is the dropout rate among middle school students. Below is a drop out chart synthesized from the Ohio State Department of Education records for academic year 2005-06 through 2007-08 (Appendix D).

Grade Level	Academic Year 05-06			Academic Year 06-07			Academic Year 07-08		
	Black	White	Hispanic	Black	White	Hispanic	Black	White	Hispanic
7 th	80	30	<10	55	33	<10	41	28	<10
8 th	89	61	<10	106	35	<10	165	116	20
9 th	324	139	30	450	144	21	193	92	12

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CAT through its complimentary, after-school program would serve 8th and 9th grade students most at risk of dropping out of school. Artists' mentors will be assigned to students and in turn will develop relationships with the students' classroom teachers, their communities and their families through exposure, and experiential learning/project based curriculum that aligns fully with the goals of 8th and 9th graders.

Supplementing this would be formal partnerships with other community based organizations and higher education institutions including, but not limited to, the Martin Luther King Performing and Cultural Arts Center and the Columbus Museum of Art.

NCAT proposes two studios to be housed within the Center: a Digital Arts Studio with an emphasis on video production and animation, and a Ceramic/Sculpture Studio.

The Digital Arts Studio is two labs in one: a PC lab with 20 work stations and locations for printers, scanners and projectors; and a MAC lab/production area with chroma key wall, lighting and backdrops. There should be between 12 & 15 workstations each with a music sampling keyboard. In addition to workstations this studio will need high end digital video and SLR cameras and software to instruct students on the latest animation, video and sound editing, graphic design and other processes.

The Ceramic / Sculpture Studio should be equipped for wheel throwing, hand building and sculpture. Adjacent two other spaces are necessary; 1)the kiln room and 2) the glaze and clay mixing room. The studio must have electrical and gas hook ups for the various kilns and drainage systems to accommodate clean up of clay materials.

Gallery & Public Space is the most important of all spaces in a CAT environment. In this space students' instruction and production are manifested into learning. The gallery is a valued space in which students can present not just the final outcome of their work but share with other students, teachers and the community.

Advocacy

As NCAT affiliate Centers begin to emerge from urban communities across the nation, it is imperative that the investment of this steering committee/advisory board and your counterparts in other cities be presented in the political arena. As leaders, change agents, philanthropists, business men and women, educators and citizens of Columbus, Ohio, you have an expectation throughout this feasibility process to see viable changes in public policy. NCAT is currently working to build a coalition of Federal lawmakers around your investment in bringing potential, possibilities and hope to all the citizens of Columbus, Ohio. NCAT has a team of Government relations and Advocacy professionals who work daily on messaging the work of NCAT into policy.

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Program Administration and Timeline

Six months prior to opening the facility and beginning programming, the following staff should be in place:

- A full-time Director of Youth Arts Programming who will oversee studio operations, programming activities including after-school and gallery operations, and be the direct liaison with CCS.
- A full-time Student Services/Administrative support individual who will manage the intake of students and develop the process of data collection for measuring and evaluating the program.
- Two full-time/contracted (9 month) Studio Coordinators/Artists need to oversee the operation of the two studios and become the lead instructors. In Year 2 of operations based on Year 1 targets and outcomes, the Studio Coordinators should be offered a contract extension of twelve months.
- Two part-time artist instructors to complement the studio staff during programming hours.

Also based on targets and outcomes of Years 1 and 2, the Center should expect to extend operations in Year 3, conduct ongoing exhibitions and partner with other NCAT sites and MBC to share resources, develop and partner in experiential learning activities for students and share in professional development opportunities for staff.

A training plan appropriate to the skill level needed for staff of the CAT will be designed as part of the Business Plan in the planning phase of the project.

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ADULT CAREER TRAINING PROGRAM

NEED

This section of the report will focus on research and interviews conducted to determine which of the market-driven training services provided by BTC will be most effective in Columbus.

Labor Statistics in Columbus show:

- The labor force consists of 961.8: 882.4 are employed, 79.4 are unemployed, or 8.3%.
- Current and growing unemployment rate.
- Dropping wages -1.9 in the past 12 months, with lodging and construction suffering -13.5, manufacturing -5.8 and financial a loss of -3.4.⁷

A city's strength is measured by its workforce. Fewer working residents and lower salaries cause strain on the city's resources, the residents' family life, quality of life, security, safety and well-being.

Benchmarking Columbus: comparison with 15 metro indicators on 61 indicators:

Columbus has compared favorably in areas where concentrated efforts have shown strength:
3/16 for Logistics: transportation, warehousing and utility employment.
4/16 fortune 1000 companies: 15.

Some indicators show Columbus to be very weak in some indicator areas:

12/16 Overall number of art organizations

13/16 Small business starts

15/16 Arts establishments per capita

16/16 Small business

16/16 Poverty level and people on public assistance⁸

This is a significant increase from 12/16 on the 2nd Annual Benchmarking Study.⁹

Occupational Trends: 2006-2016

Sub-par job growth and job loss is an acute and chronic problem in Ohio, both during periods of recession and recovery. Job growth remains weaker than simultaneous growth in other states in the country. In Columbus, the loss of lodging and construction, manufacturing and financial services has driven lower wages and an increased number of people living in poverty or near poverty. With the loss of "lower and middle skill" jobs, the need for additional workforce training leading to career pathways for low-income populations is apparent.

Poverty in Columbus is growing fast. Poverty affects individual and family abilities to access housing, transportation, health care and credit. It also limits the ability to provide adequate parenting and provision of basic needs. Nutritionally adequate food is limited or uncertain and

⁷ Bureau of Labor Statistics, Local Area Unemployment Statistics, June 2009

⁸ Columbus Dispatch, 3/28/09, excerpts taken from 3rd Benchmarking Study, published 3/25/09, Community Research Partners for the Columbus Partnership

⁹ Business First, 3/28/09

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the ability to acquire nutritional food in socially acceptable ways becomes a challenge. High poverty overtaxes the public assistance/benefit systems and typically is accompanied by acts of desperation, frequently leading to increased crime rates and violent acts. Decline of neighborhoods and increase of incarcerated individuals begins a downward spiral that affects the entire city and its neighboring suburbs.

Poverty is a function of lack of opportunity, low capabilities, low level of security and lack of empowerment. These dimensions are all impacted by holistic training that empowers individuals to develop skill sets, employment capabilities and self-esteem, allowing them to take advantage of opportunities for living wage employment and proving greater security for themselves and their families. Developing greater self-sufficiency and stability strengthens entire families and helps them to be less reliant on public and private assistance benefits. It raises self-esteem, hope, pride, sense of accomplishment and the ability to model socially acceptable behavior in children and community members. It allows families to access better housing, transportation, health care, credit and educational opportunities. Ohio market projections are similar to those in Columbus, and show:

Employment Market Projections 2004-2014^{10 11}

Industry	Health Svcs + 18%	Food Svcs + 13.4%		
Occupation group	Healthcare practice & Technical 21.4%	Healthcare support 27.3%	Food Prep and service 12.0%	Medical Assistants 32.%
Fastest growing	Med Rec & Health Info Techs 34%	Pharmacy Technician 28.1%		
Occupation Employment	Med & Clinical Lab techs 14.4%	Pharmacy Technician 28.1%	Chefs and Cooks 14.7%	Med Rec & Health Info 34%

- Medical Assistant positions are estimated to increase by 4.7% between 2008-2010, with 715 annual openings at an average wage of \$12.98.
- Based on the above market projections, and interviews with healthcare providers, healthcare occupations were determined to be the largest area of growth and greatest stability.
- Employees in this industry usually can also take advantage of tuition reimbursement to further their education and advance their career.
- The national shortage of pharmacists continues to drive increased demand for technical support in retail and institutional pharmacies.
- Many retail pharmacies often still provide on-the-job training in an environment that supports close supervision of new staff. The greater sophistication of tasks and need to work with less direct supervision in institutional settings, along with the trend toward requiring registration and/or certification of pharmacy technicians in institutional pharmacy, has created a need for training beyond what most institutional pharmacies are able to provide in an on-the-job training arena.

¹⁰ State of Ohio Occupational Trends, Occupational Supply and Demand System and Ohio Department of Job and Family Services, Occupational Trends, 2006-2016.

¹¹ Ohio Department of Job and Family Services, Ohio Short-Term Employment Forecast, 3rd quarter 2008 to 3rd quarter 2010.

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Statistics reported by the Ohio Department of Job and Family Services, Bureau of Labor Market Information as of February 2006 mirror information gathered by NCAT staff on interviews with allied health employers.

Information gathered from employers and social service agencies in Columbus mirrored the need for training in health sciences areas. Interviews were held with training and higher education organizations, employers, social service agencies and literacy providers (a list of organizations interviewed can be found in the attachment section) to answer the Feasibility questions previously noted. Need is demonstrated both in current shortages and projected growth areas as follows:

Medical Assisting, Electronic Record(eMA):

There is great market demand for trained medical assistants who are proficient in the use of the electronic medical record. This program focuses on preparing students to assist in the medical environment in patient procedures and administrative duties, with special emphasis on acquiring proficiency in the use of the electronic medical record, needed for today's technologically advanced health-care environments. Medical Assistants play a key role in physician's offices, as well as in a variety of health care settings, including hospitals, long term care facilities, and ambulatory medical clinics.

Applicants for the program must have an ACT 33 Clearance, high school diploma or GED, and obtain acceptable score on an assessment testing battery. The training program will be 30 weeks in length (900 didactic hours), with 4 weeks (160 hours) of experiential training in the field. Curriculum will include courses in Anatomy and Physiology, Clinical Procedures and Laboratory Techniques, Coding, Communications and Professional Skills, Electronic Medical Records, Fundamentals of Electronic Medical Assisting, Keyboarding, Mathematics, Medical Terminology, MS Word and Pharmacology.

Medical Coding:

Every health care provider and facility that provides services for fees employs staff with medical coding expertise. These trained professionals convert diagnostic and treatment statements into internationally, universally accepted numeric expressions required by all third-party reimbursement systems. Large providers, such as hospitals and large physician groups, have historically hired staff with HIM degrees to fulfill this role. Due to both mobility of HIM degreed professionals into other careers in health information management positions and the need for more in-depth coding training requirements, individuals with specific training in ICD9 and CPT4 coding and other subjects related to legal maximization of reimbursement have become very valuable.

Bidwell Training Center's Medical Coding training program includes 900 didactic hours of training over 30-weeks and 320-hours over an 8-week externship, totaling 1220 hours. Students are initially trained manually, working from coding manuals on increasingly difficult diagnoses and procedures. Training also occurs on electronic systems including Quadramed, a book-based system and 3-M, a logic-based system. In preparation for externship training, students code patient charts reflective of the institution providing the externship when available.

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Medical Laboratory Technologist:

The shortage of Medical Laboratory Technicians continues to escalate across the country. The need for assistive staff, with an associate level degree rather than a Bachelor's level degree, grows as a result.

The Cleveland Clinic has a chronic need for medical laboratory technologists and is willing to work with NCAT to assist in development of a medical laboratory technologist training program to prepare individuals to meet this demand. This program would be designed as an Associate Degree in Specialized Technology, similar to Bidwell's current Chemical Laboratory Technology degree awarding program and would be made available to other cities, such as Columbus, where there is a need. These individuals would have skills needed to work in any medical laboratory facility.

Pharmacy Technician: As in most urban cities, the need for pharmacy technicians continues to consistently grow as the national shortage of pharmacists persists. Ohio Health has stated that they have a high volume of pharmacy technician positions and are creating additional positions in their new ambulatory care Center. They have expressed willingness to provide tours and speakers and will host externships and possibly be advisory committee members.

Many retail chains have been forced to provide on-the-job training to be enabled to meet the demands of the growing population of people requiring medication, and the increased number of medications individuals are taking. In this sector technicians are closely supervised and never out of sight or reach of the pharmacist.

Many states now require technicians to attend an accredited school, complete an American Society of Health Systems Pharmacists- (ASHP) approved training program and/or be nationally certified before beginning a career as a pharmacy technician. In states where this is not yet a requirement, State Boards of Pharmacy are considering legislative action to change the Pharmacy Practice Laws to include some level of training, registration and/or certification, credentialing and tracking of pharmacy technicians. Proactive states are beginning the process of preparing technicians for these requirements to reduce the impact that will otherwise occur when legislation is passed.

Institutional pharmacies, such as hospitals, home infusion pharmacies, nuclear pharmacies, etc. require a greater level of sophistication in the training and performance of technicians. Technicians who are trained in sterile precautions, injectible product preparation, compounding and unit dose filling work independently for long periods of time in the central pharmacy as well as in satellite pharmacies. They typically work for 2-4 hours independently before having their work checked by a pharmacist.

Employers seek the most qualified and credentialed persons for health care positions both for reasons of liability and performance. Certified technicians are required to earn and report continuing education credits to the State Board of Pharmacy, assuring that they continue to learn and grow in the profession. Voluntary credentialing is a sign that workers are committed to the profession and proud to have their skills measured against the national standard.

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Community College has a 2-year pharmacy technician training program that is not training enough students to meet current capacity. As the need for trained technicians increases, additional resources for training technicians are needed.

BTC's Pharmacy Technician program was designed to meet the ASHP model curriculum goals and accreditation standards. The 1200-hour Pharmacy Technician program includes 60 hours of pre-training that assists candidates in preparation for the rigorous academic program. Topics include: math, science, study skills, test-taking strategies, time management, effective communications and employer expectations. Upon successful completion, students enroll in 900 hours of didactic training over 30 weeks, immediately followed by a 240-hour, 6-week externship. After the initial 450 hours of didactic training students spend 6 hours per week volunteering in a retail pharmacy for 16 weeks (96 hours). Experiential training in retail and institutional pharmacy provides experiences that are not adequately simulated in a classroom environment, i.e. working with patients, real drugs, nursing staff, etc.

Adult Literacy, Refresher and GED services:

Basic literacy services equip participants with reading skills that will allow them to more effectively help their children with homework, complete job applications and learn more about the world in general. Many of the participants who gain a GED often go no further because they are unaware of additional options. Approximately 70% of students tested in reading comprehension, vocabulary and math are unable to pass tests at the required level to be admitted in vocational training. Testing levels are set to reflect the course texts and materials.

The literacy cooperative recommends that it is best to bring our own GED and literacy services so that a continuum of services is available.

BTC's experience has been that it is very motivating for students who are immersed in the positive environment with a view of individuals in the roles to which they aspire. Students referred to other organizations for services frequently do not return or find the burden of traveling between multiple service providers more cumbersome and time-consuming than their transportation and time constraints allow. Bidwell's refresher program is designed to help those individuals meet the required levels of reading and math so that they can comprehend instruction and gain mastery of required skill sets to be employable in their field of study.

In addition to gaining skills needed for vocational training through the Adult Literacy and GED services, individuals can prepare for entry-level positions in many sectors requiring skills that applicants do not have.

Programming Timeline

The career training program for adults should be phased into three stages to satisfy the demand while allowing time for the development of curriculum where it is needed. The following is a recommended timeline for the implementation of programs:

Phase I—Years 1 and 2:

Adult Literacy and GED training to prepare students for the career training programs offered at the Center should be implemented during the initial phase. The career training programs for

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adults should begin with program offerings in the areas of Pharmacy Technology and Medical Assistants.

The Ohio State University Medical Center has identified current and future need for Medical Assistants and front and back office personnel with electronic medical records and EPIC training. They have also noted a high volume of pharmacy technician positions, with an increase expected.

The need for graduates from these programs by employers is immediate. These programs have great potential for placement and should attain outcomes that will meet eligibility requirements to apply for national accreditation at the completion of two years of operation. These programs can be implemented more quickly and economically than those recommended for the following stage.

Phase II—Years 3 and 4:

Medical Laboratory Technologist and Medical Coding programs should be implemented during years 3 and 4 of the project. The need for graduates from this program is anticipated to grow in the next few years. Additional time will be needed to develop curriculum and gain approvals for the Medical Laboratory Technologist training program as it will be an Associate Degree level program. This program will require more time to prepare the facility and curriculum and will be more costly than those in Stage I.

Phase III—Years 5 and 6

As programs are carried out and the organization expansion program allows, a second market study should be performed to see what additional areas of need exist.

Curriculum for Medical Assistant, Pharmacy Technician, Medical Coding and Adult Literacy Programs is readily available through MBC's subsidiary, BTC. Training programs have been designed with industry partners and can be modified to meet specific demands of cities where they have been replicated. Medical Coder and Pharmacy Technician programs have been successfully replicated at the West Michigan Center for Art and Technology (WMCAT) in Grand Rapids, Michigan.

In addition to the skills-focused training listed above, all BTC programs assist students in mastering employability skills. Throughout the training process, students are required to keep tardiness and absence to a minimum and follow policies, procedures, rules and regulations reflective of what is necessitated by the industry and to maintain an educationally sound environment. Vocational students commit to a full-time schedule of courses, attending 6 hours per day Monday through Friday.

Cohort student groups, comprised of approximately 15 students each, have individual work stations and receive hands-on and lecture training in small groups. Individually, students receive tutoring, mentoring, advisement and encouragement. Students are provided daily oral feedback and, at least, weekly feedback in all courses of study and are responsible for completing all assigned work in a specified period of time. Throughout training, students are required to maintain a minimum of 90% attendance and maintain a minimum of C (2.0) average. Students

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falling below these required levels are placed in a probationary status and given a specific amount of time to improve performance. Industry standards dictate that candidates unable to perform to at least average standards are not employable.

Professional development classes are required by each program of study. These classes assist students in developing both the paper tools and soft skills needed to successfully begin their job search and successfully interview for career positions. Students have practice interviews that are videotaped, reviewed and critiqued. Local employers are invited to assist with practice/informational interviews with students and provide valuable information about what students have done well and areas of opportunity for improvement.

Program Administration and timeline

Six months prior to opening the facility and beginning programming the following staff should be in place:

- A full-time Student Services/Administrative support individual who will manage the intake of students and develop the process of data collection for measuring and evaluating the program.
- Two full-time instructors to oversee the delivery of the two programs offered.

With each new program, appropriate faculty needs to be hired to implement the programs. By year three, a full-time Adult Program Director should be considered for the implementation of all the adult programming.

A training plan appropriate to the skill level needed for staff of CAT will be designed as part of the Business Plan in Phase II of the project.

Collaboration and Partnership

The following organizations have expressed specific interest in collaborations and partnership:
Africentric Personal Development Shop, Inc. – feels that no one else is doing all the pieces MBC does.

Campus Partners – improvement of the quality of life surrounding OSH campus

Center of Vocational Alternatives – hope to see a Center in Columbus

Central Ohio Workforce Investment – contract out vocational training to providers

Columbus Chamber of Commerce – ensure that there are adequate trained workforce people to meet the demand of local businesses – very interested in helping MBC/NCAT.

Columbus Museum of Art

Literacy Council – willing to set up a site at a Center for Arts and Technology

Columbus City Schools: offering support and collaboration for the Center to align with the goals and assist with their achievement.

Columbus Partnership – interest in workforce development and care about urban issues, on Workforce Development Strategy Group

Columbus State Community College – continuing education opportunities for youth and adults

Community Properties of Ohio – untrained residents, living in poverty, 87% single moms.

Directions for Family and Youth – Need local workforce development to help train adults and people in poverty and know how to serve at-risk populations.

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Godman Guild – Beyond capacity of GED/literacy training, feels that residents need vocational training that doesn't last 2-4 years.

Martin Luther King Performing and Cultural Arts Center

Mt. Carmel Health – high level of interest in a win:win relationship

National Church Residencies – will consider donating space to help MBC get started. Willing to donate space in a downtown location (7,000 sq. ft) to help NCAT get started. Based training programs on MBC philosophy, happy to collaborate.

Nationwide Childrens' Hospital – haven't been satisfied with training workers receive when referred out. Would welcome a school with proven results that would offer courses incumbent workers could take advantage of. New employees with skills and willingness to continue their education are also desirable.

Ohio State University Medical Center – expressed need for culinary, pharmacy technician, medical assistant applicants. Willing to provide facility tours, speakers, externship and advisory group support.

St. John Learning Center – looking for partners

YMCA Family Center – inspired by MBC to link training to employment

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LOCATION–SITE SELECTION

Based on the core principle of how the environment changes the behavior of the individuals served, NCAT follows a set of criteria to determine the best possible area, site and facility for a replication site.

To determine the best area to locate a facility, the NCAT team commissioned a set of maps of Columbus from Community Research Partners showing the following factors:

- Education levels completed
- Poverty
- Accessibility by public transportation
- Areas affected by gang activity
- Safe, neutral zone where individuals from other areas are willing to go
- Population density
- Availability of cultural programs
- Availability of after-school programs for district students
- Availability of organizations providing similar training

Areas considered for the Centers are accessible by:

- Larger number of individuals with low education or few high school diplomas.
- Larger number of individuals living in poverty.
- Lack of training programs in the area.
- Rapid growth of the health industry in the area.

A mapping study was completed by Community Research Partners (appendix “E”) to identify potential sites for a center in proximity to populations in need and meeting the key attributes required.

Twenty (20) locations were considered as possible sites for the project and toured by Sandi Smith of The Columbus Foundation and Lorie Sewchok, Vice President of NCAT.(please see Appendix “F”). The following four sites were considered in more detail and toured with Sandi Smith and William E. Strickland, President and CEO of Manchester Bidwell Corporation.

- Big Dog Motorcycle Shop property- E Midtown/Downtown
- Former Sunflower Market, 9th and High Streets-Victorian Village/Short North
- 1020 Dennison Avenue-South Campus
- Columbus City Schools, Ft. Hayes Campus, available property-Gateway near CSCC

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LEADERSHIP-GOVERNANCE

Concurrent with the needs reviewed and project assessment undertaken, William Strickland met with potential community leaders and stakeholders identified by the community to begin selection of an advisory committee. If the project moves into planning, the responsibility of the advisory committee will be to assess the findings and recommendations made in the NCAT report, including the potential of raising the funds necessary to move the project forward.

Eighteen individuals were recommended as potential Executive Directors for CAT. Lorie Sewchok met with these individuals to introduce the project and screen their skills as potential Executive Directors. William Strickland met with the top three candidates (yellow highlights in Appendix "G"). It is noted that although a potential Executive Director can be chosen from the list of individuals interviewed, it is the recommendation of the NCAT team that an opportunity be given to the newly appointed Board of Directors to recommend additional individuals for the position.

Twelve potential members will be recommended to serve on this committee. The committee includes members of the corporate, education, philanthropic and cultural community. A list of these individuals is included in Appendix "H."

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SPACE REQUIREMENTS

Based on the programmatic recommendations sited above, the team has made the following preliminary recommendations for space requirements. Please note that specific requirements will be finalized during the Planning Phase of the project.

Expansion of programs as recommended for years 2 and 3 of implementation are included:

Executive Suites	Sq. Ft
Executive Director	220
Director of Operations	200
Education Manager	200
Development Director	200
Common Area for Administrative Staff	500
Conference Room	500
Youth Program	
Director of Youth/Arts	150
Student Services Coordinator	100
4 Studio Instructors (90 sq. ft. cubicles each)	360
Common Area for Students	500
Studio 3 & 4	5,000
Ceramic/Sculpture Studio	2,500
Digital Arts Studio	2,000
Adult Program	
Director of Adult Programs	150
Student Services Coordinator	100
One Classroom for GED/Literacy	1,200
Computer Classroom	875
Pharmacy Laboratory	1,500
Pharmacy classroom	1,050
Computer Classroom	1,200
Lecture Classroom	875
Medical Lab-eMA	1,500
Medical Lab-MLT	1,500
Coding Classroom	875
Common area for students & faculty	500
Total Space requirement	23,755

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PRELIMINARY BUDGET

The following is a preliminary budget for a year of planning and three years of implementation:

Operating Costs:

COLUMBUS CENTER FOR ARTS AND TECHNOLOGY					
	Planning	Implementation Yr. 1	Implementation Yr. 2	Implementation Yr. 3	Total
Fees to NCAT	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 600,000
Admin personnel*	\$ 321,875	\$ 506,250	\$ 575,000	\$ 618,750	\$ 2,021,875
Program costs & instructors	\$ 40,000	\$ 232,975	\$ 347,233	\$ 347,233	\$ 967,442
Overhead*	\$ 66,519	\$ 128,168	\$ 156,780	\$ 164,217	\$ 515,684
Total operating costs	\$ 578,394	\$ 1,017,394	\$ 1,229,013	\$ 1,280,200	\$ 4,105,001

*Administrative Personnel include salaries for the following positions:

Executive Director, Director of Operations, Education Director, Youth Program Manager, Adult Program Manager, Development Director and two Administrative Assistants.

**Overhead costs include: legal fees, permits, taxes, travel and entertainment, computer and office administrative equipment.

As funding feasibility study was commissioned with Cramer and Associates to determine the potential for philanthropic support for the Center (Appendix "I"). Cramer and Associates will present funding findings during the presentation of this report.

Construction:

Land acquisition, architectural design work, and renovation is approximated at \$ 3.9 million. Estimates are based on high standards of construction and materials and include soft and hard costs.

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ADDITIONAL FINDINGS

It is important to note that certain perceptions expressed during the interview process appear to substantiate support for the creation of a Center and the program initiatives being considered. The following additional factors found during the process are deemed positive:

- Interest and willingness to engage in active roles of health care providers.
- The existence and success of a proven training program that has successfully replicated is much appreciated. Few believe that any program can be exactly transported from one community to another, but the fact that the model is shaped to the needs of each community is a great indicator. There is a level of assurance that the Center will benefit from the successes, as well as the failures and lessons learned through the experience of MBC and its affiliates.
- The involvement of Columbus City Schools, as a leader in the education in Columbus.

While the project exhibits worthy attributes which would contribute to the potential success of the project, certain concerns were identified which should not be ignored.

- Many interview candidates, while expressing appreciation for the due diligence as an introduction of the project, wanted to know more about the specific programs, administration/staffing, expected number of participants and measurements of program impact.
- There was some expressed concern for the use of funding sources within the community and how to serve a new program that may take away from the existing programs. Many also considered it less of a factor if the program sought was of high quality and of service to the community.

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NEXT STEPS

Given the positive indicators and support for the Center, it is our judgment that the leadership of the project should consider the following strategies to pursue and begin the planning phase of the project:

If the project moves forward, the following steps should be taken to advance the reality of the Center:

- Establishment of the Advisory Committee.
- Authorize the affiliation with NCAT and sign appropriate agreements.
- Hire an Executive Director.
- Develop a Business Plan with appropriate budgets and capital campaign plan.
- File for 501(c)(3) status.

Board of Directors:

- The Advisory Committee can serve as the initial Board of Directors. The committee may want to add members to complement the group.

Affiliation with NCAT:

A four year agreement to include Planning and three years of Early Implementation will be required to engage in an affiliation with NCAT, a subsidiary of MBC.

Hire Executive Director:

An Executive Director must be hired to begin the planning process of the new Center for Arts and Technology. During the transition, the NCAT team will continue to work with the advisory committee to move forward the hiring process and the initial planning phase.

This individual will work in conjunction with the NCAT team to:

- Formalize the board structure: determine officers, develop bylaws.
- Finalize the Business plan and budget.
- Seek incorporation of the Center as a 501(c)(3).
- Set up the committee structure for the Planning Phase of the project.
- Select a facility and architect

The National Center for Arts and Technology appreciates the opportunity to work with The Columbus Foundation during the due diligence phase of the project and looks forward to the possibility of a future relationship while replicating the MBC model in Columbus.

If agreement to move forward is confirmed, NCAT commits to an aggressive timeline to pursue the Planning Phase for Center for Arts and Technology.

Manchester Bidwell Corporation

Annual Report
2006-07

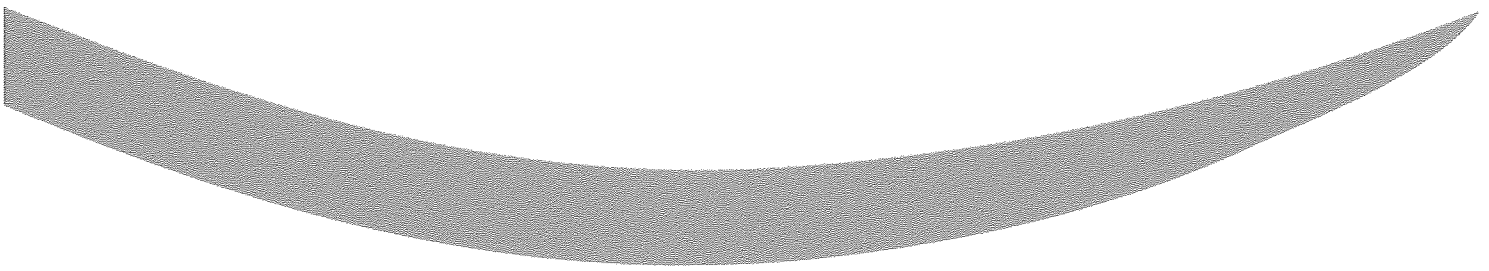




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Non-Discrimination Policy

The Manchester Bidwell Corporation and its subsidiaries ("the corporations") are committed to providing equal opportunity in employment for all persons, and prohibit discrimination in employment because of race, sex, age, national origin, religion, marital status, disability, sexual orientation, or any other basis that is prohibited by federal, state, or local laws.

The corporations do not discriminate against individuals with physical or mental disabilities, disabled veterans, or veterans of the Vietnam era, and will provide equal employment opportunity for such individuals.

EO/AA

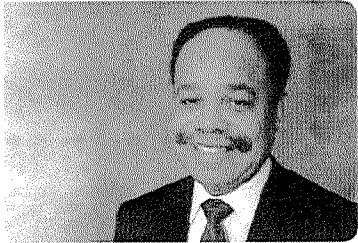
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2006-07 Annual Report

A Letter from the Chair of the Board



Glenn R. Mahone

Dear Friends,

In their nearly 40 year history, Manchester Bidwell Corporation, Bidwell Training Center and Manchester Craftsmen's Guild (together "MBC") have established themselves as masterful innovators in education and humanity reclamation. Whether through culinary arts, laboratory technology or its after-school programs in ceramics, digital imaging or otherwise, MBC restarts and re-energizes lives against formidable odds...every day.

On behalf of the Board, I take this opportunity to thank MBC's many supporters. That support not only sustains MBC and its programs, but especially this year has allowed MBC to build critical capacity and to commission a self-study which will assist the Board and staff in directing MBC from the successful organization it is to its emergence as an established institution of not only local and regional, but national importance. A special committee of the Board has been constituted to implement the vision confirming strategic focus on program, leadership succession, and endowment derived from this self study.

These are exciting and challenging times in MBC's history, much of which is proudly captured in this annual report. MBC is fiscally sound and its vision is timeless, reflecting the best assurance of its future. I hope you will have the opportunity to review the annual report carefully, and I invite you to join the Board and staff in our efforts to meet the challenges required to continue to imagine and bring to reality the "possibilities" that will assure MBC's legacy.

Sincerely,

Glenn R. Mahone
Chair of the Board

A Letter from the CEO

Dear Friends,

This annual report is a reflection of both the current conditions and future aspirations of Manchester Bidwell Corporation and its subsidiaries. The organizations, over their nearly 40 year history, have transformed from primarily community based building trades and community arts organizations to one that has distinguished themselves for their ability to customize career and arts education for adults, high school students, and local and regional industry. It has effectively created a demonstration model that illustrates that the economically distressed and disadvantaged can lead productive lives and become assets in their community.

This report also illustrates the close working relationship that Manchester Bidwell Corporation has created between staff and corporate leadership in this region as reflected by our board of directors. These partnerships have become a source of progress that illustrates the value of cooperation, inclusion, and innovation as viable strategies within the context of the inner city. It is our hope that this report will provide you with a current perspective on our operations and offer a clear sense of our enthusiasm and optimism regarding future innovations in this most important of subjects for the life and health of our community.

Sincerely,

William E. Strickland, Jr.
President & CEO



William E. Strickland, Jr.

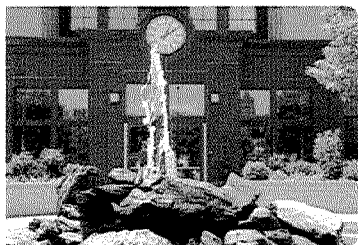
Manchester Bidwell Corporation



MANCHESTER BIDWELL
CORPORATION



*Light and beauty at
1515 Metropolitan Street.*



*The fountain flows at
Harbor Gardens Park, Inc.*

Overview

Since 1968, Manchester Bidwell Corporation's (MBC) non-profit organizations have served thousands of adults and youth in the Pittsburgh region by providing instruction, guidance, and mentorship in career and arts education. MBC and its subsidiaries—Bidwell Training Center (BTC), Manchester Bidwell Development Trust (MBDT), Manchester Craftsmen's Guild (MCG), and the National Center for Arts and Technology (NCAT)—are committed to reaching beyond existing barriers or perceptions with the goal of accomplishing greater things with each challenge.

In 1999, MBC was incorporated to provide executive management and administrative support for each subsidiary in the areas of finance, human resources, development, marketing, public relations, facilities, and information technology. This formalized the continued partnership and concurrent planning between MBC and its non-profit subsidiaries. In addition, long-standing organizational philosophy and culture was reaffirmed.

Mission

Through education, MBC supports individuals and entities to build, strengthen, and enhance communities.

Subsidiaries of MBC

- **Bidwell Training Center**
 - **Harbor Gardens Park (HGP)**
HGP, incorporated in 1998 as a wholly-owned, for-profit subsidiary of BTC, was formed to build, operate and maintain a four-story office building. Of the 63,000 square foot rentable space, UPMC occupies approximately 60 percent. Currently 100 percent occupied, the building's tenant list also includes Citizens Bank, BTC, MBC, and Metropolitan Cafe and La Crème Catering.
- **Manchester Craftsmen's Guild**
- **Manchester Bidwell Development Trust**
MBDT, incorporated in 1998, was created to establish endowments to secure and sustain the programs of BTC and MCG. MBDT solicits funds and distributes the funds' income for the benefit of MCG, BTC and their programs.
- **National Center for Arts and Technology**

Bidwell Training Center

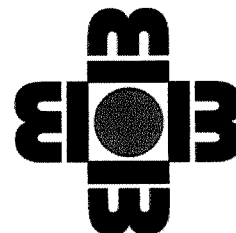
Overview

Since 1968, Bidwell Training Center (BTC) has attracted national recognition for its innovative and career-oriented training that changes the lives of adults in transition in southwestern Pennsylvania. BTC provides literacy and remedial education as well as partnering with leading corporations to design high-caliber, market-relevant career training programs that lead to entry-level employment. Several of these programs require externships with area companies. This enables students to combine skills learned in the classroom with on-the-job experience while providing an opportunity to begin the transition from school to employment.

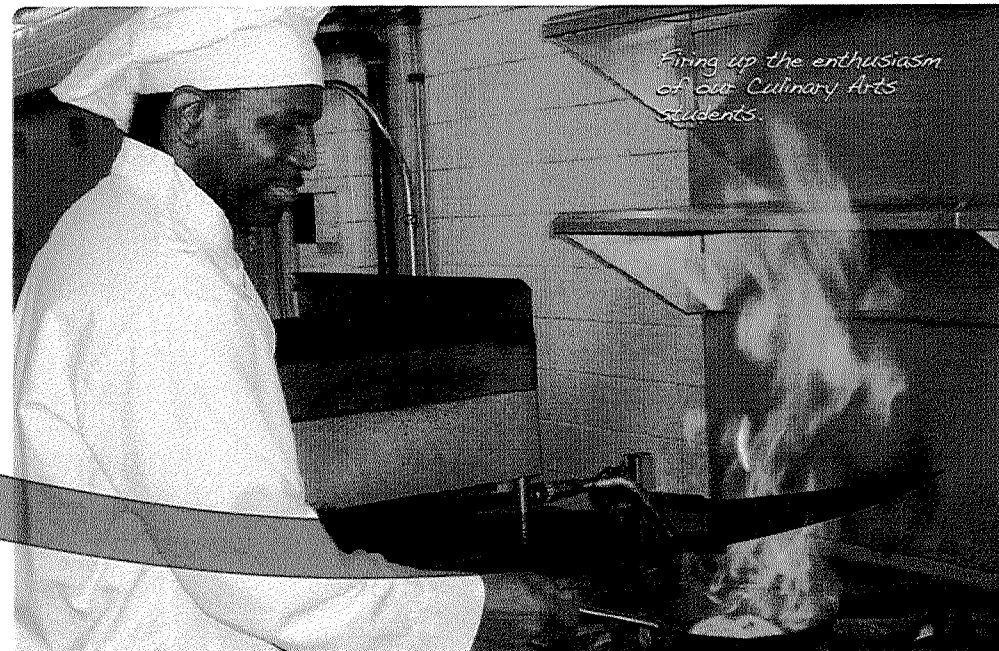
Bidwell Training Center attracts a diverse group of adults from all racial, ethnic, economic, educational, and employment backgrounds reflecting the regional population. Those who enroll, however, share one common goal: the desire for satisfying and rewarding careers that will improve their lives and enable them to provide a better future for their families.

Mission

BTC's mission is to change lives by providing career training and academic enrichment to adults in transition.



Bidwell Training Center



*Firing up the enthusiasm
of our Culinary Arts
students.*

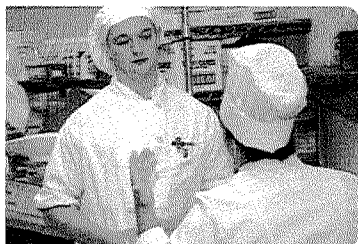
Bidwell Training Center



Making mixtures in the Chemistry Laboratory Technician class.



Health unit coordinator hard at work during her externship.



Chef instructs student during final exams in the kitchen.

Chemical Laboratory Technician

The objective of this major is to prepare students for entry-level jobs in the chemical industry or numerous related fields including biochemical, environmental, manufacturing, metallurgy and pharmaceutical industries. The Chemical Laboratory major offers an Occupational Associate's Degree in Specialized Technology to students who successfully complete the course of study.

Learning Environment

The updated chemical laboratory facility, completed in May 2006, has 12 student laboratory stations, accommodating up to 25 students. The laboratory contains an ADA-compliant lab workstation, four fume hoods on a separate compressor unit, and a separate instructor bench and chemical storage area. Additionally, there are nine networked computers with internet access, divided between the lab and classroom, allowing the incorporation of technology into the curriculum.

Culinary Arts

The objective of the Culinary Arts major is to prepare students for entry-level positions in the food service industry including positions in restaurants, hotels, clubs, resorts, caterers, universities, hospitals, upscale grocery stores, casinos and cruise boats. Students who successfully complete the course of study obtain a diploma.

Learning Environment

BTC's Culinary Arts major contains, in addition to classrooms, a 30-seat culinary teaching amphitheater, a fully-equipped professional-quality kitchen, and a 250-seat dining room.

Horticulture Technology

The objective of this major is to prepare students for entry-level or higher positions in the areas of greenhouse operations, interior plantscaping, agriculture, environmental technology, nursery management, landscaping and various positions in the wholesale/retail floral industry. The Horticulture Technology major offers diplomas to students who successfully complete the course of study. Upon completion, all students have the opportunity to secure certification from the State of Pennsylvania as a licensed pesticide applicator and from the Pennsylvania Landscape and Nursery Association as a Pennsylvania Certified Horticulturist and Certified Landscape Technician.

Learning Environment

BTC's Horticulture Technology major resides in a 40,000 square foot complex consisting of four gutter-connected greenhouses with integrated classroom and lab components. Additional classrooms and computer labs are in the adjacent Harbor Gardens Park building.



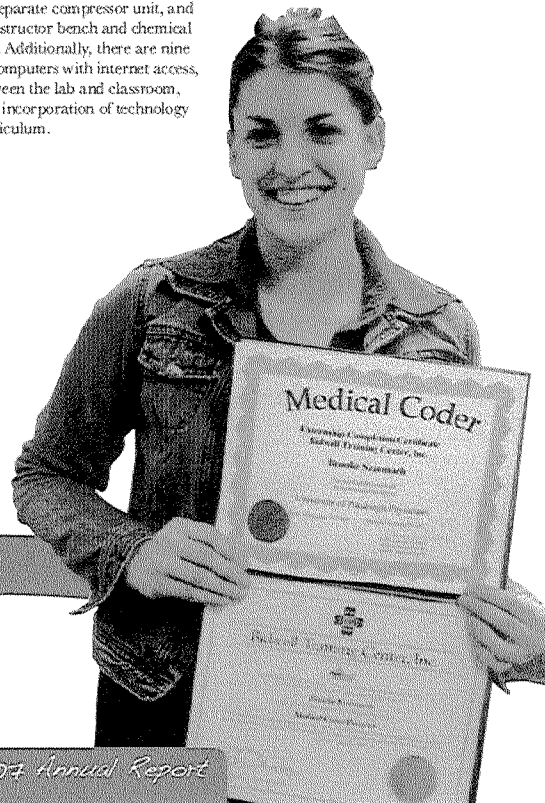
The Drew Mathieson Center

The Drew Mathieson Center is one of Western Pennsylvania's premier educational greenhouses. The 40,000 square foot complex is situated on the Bidwell Training Center campus and was established to support training in the plant sciences.

The center is the home for Bidwell's Horticulture Technology major and offers an applied learning experience for students aspiring to obtain careers in landscaping, design, retail or wholesale floral, greenhouse operations and other horticulture/agricultural industries.

The daily operation and production of specialty crops, including the greenhouse's signature plant, the Phalaenopsis orchid, hydroponically grown vegetables, and other seasonal crops not only contribute to the center's unique combination of education and production but to the diverse learning experiences afforded its students.

Ongoing relationships with the green community continue to evolve. Bidwell Training Center is proud to be involved in this collaborative effort to identify, train and place students in green industry careers.



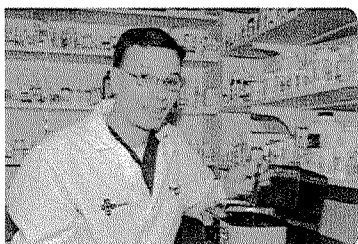
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Bidwell Training Center



One-on-one instruction in the Office Technology computer lab.



Learning the measure of success as a Pharmacy Technician major.

Office Technology

The objective of this major is to prepare students for entry-level office jobs as administrative assistants, customer service/account representatives, data entry operators, office coordinators, receptionists, and secretaries. The Office Technology major offers a diploma to students who successfully complete the course of study.

Learning Environment

The Office Technology major is located on the second floor of the 1815 Metropolitan Street facility and includes four computerized classrooms, accommodating 10 to 14 students each.

Medical

- **Health Unit Coordinator**
The objective of this major is to provide students with skills useable in entry-level health unit coordinator positions in hospitals, nursing homes, clinics, and other health care settings.

- **Medical Claims Processing**
This major provides students with skills useable in entry-level insurance claims processor positions, billing positions, and payment application positions in the insurance industry, as well as in hospitals and private physician practices.

- **Medical Coder**
Students learn skills useable in entry-level coder positions in various healthcare settings including inpatient and outpatient hospital departments, health insurance companies, physician offices, and billing services.

- **Pharmacy Technician**
Students are provided with skills useable in entry-level pharmacy technician positions in traditional and nontraditional institutional and retail pharmacy settings.

All of BTC's medical majors offer diplomas to successful students.

Learning Environment

The Medical department contains three spacious lecture classrooms, two computer labs, and a pharmacy laboratory equipped with hoods for preparation of sterile products such as intravenous drugs. The computer labs contain networked PCs, enabling students access to the Internet and a variety of commercial medical software.



Literacy and Academic Enrichment Services

The Literacy and Academic Enrichment programs at Bidwell Training Center are designed to assist students with the skills necessary to function as involved members of society. The program emphasizes basic academic skills that can be transferred to short- and long-term personal and career goals. Classes include basic reading, math, writing and GED preparation in a unique, learner-centered environment. Students are assigned to a schedule of classes based on their reading level, individual needs, and personal goals.

One-on-one tutoring is provided for adults requiring more personalized attention. Students are matched to volunteers who are trained to assist them in specific areas.

Tutor training sessions are conducted monthly for volunteers who are interested in making a difference in others' lives. The 12-hour sessions teach extremely effective step-by-step methods for teaching adults to read. BTC's tutors are certified at the end of their training.

"Thanks for giving me wings, Bidwell Training Center! The education I received helped me gain employment right after graduation."

—Kajo, Office Technology graduate, 2007

Bidwell Training Center

Accomplishments 2006-07

Both the Pharmacy Technician and Medical Coder majors had 100 percent job placement rates.*

One of BTC's students was named a 2007 Outstanding Adult Student by the Pennsylvania Department of Education's Bureau of Adult Basic and Literacy Education. He successfully completed BTC's GED program and obtained his GED. He continued his education by enrolling in the Pharmacy Technician major of the Medical program. After graduation, he obtained employment at a major hospital.

BTC received reaccreditation approval from the Accrediting Commission of Career Schools and Colleges of Technology (ACCSCCT), a national accrediting board, with no stipulations or concerns.

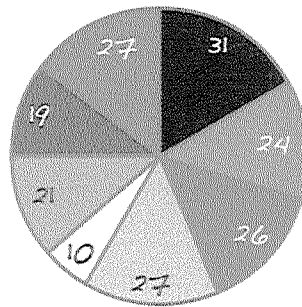
A record number of graduates and guests joined the standing-room only celebration of success at the BTC graduation ceremony held on April 20, 2007. The event included student reflections, musical selections and an uplifting commencement address by Ms. Lynne Hayes-Freeland, reporter and producer/host of "The Lynne Hayes-Freeland Show" at KDKA-TV.

Accreditations

BTC's career training majors are accredited by ACCSCCT. Also, the Pharmacy Technician major is accredited by the American Society of Health System Pharmacists.

BTC is licensed by the Pennsylvania Board of Private Licensed Schools.

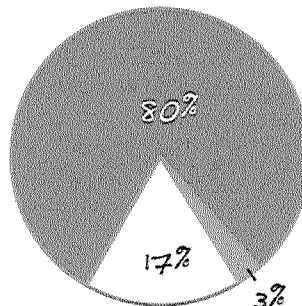
BTC is affiliated with, or is a member of, over 10 national and regional professional associations.



Total Students = 185

New Student Enrollment by Major: 2006-07

The above numbers are for enrollment in two classes run annually. The Medical Coder major began only one class in 2006-07.



Average Placement Rate: Combined BTC Majors*

*Bidwell Training Center's 2006 Annual Report to Accrediting Commission of Career Schools and Colleges of Technology, submitted on January 17, 2007. The BTC percentage is at or above the 70 percent standard set by ACCSCCT for placement rates.



2006-07 Annual Report

Manchester Craftsmen's Guild

Overview

For more than 30 years, Manchester Craftsmen's Guild (MCG) has been a unique haven—a multi-disciplined arts and learning center that fosters a sense of belonging, interconnections, and hope within the urban community.

MCG, located on Pittsburgh's North Shore, houses visual arts, design, digital, ceramics and photography classrooms, auditorium/concert hall, and an art gallery—all designed to showcase the roles of creativity and craftsmanship in learning. Handmade objects, uniquely designed furniture, photographs, and paintings that adorn public and private spaces create a model environment for education, exhibitions, performances, and social and professional gatherings.

Mission

A national model for education, training and hope, MCG reshapes the business of social change through the arts, entrepreneurship, and community partnerships.

MANCHESTER
CRAFTSMEN'S
GUILD™



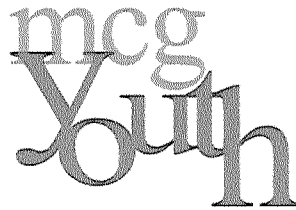
MCG Youth

About MCG Youth

In collaboration with the Pittsburgh Public Schools (PPS)—and with support from various grants, foundations and individual donations—MCG Youth's arts and educational programs served approximately 2,500 K-12 students during fiscal year 2006-07. Additionally, MCG Youth engaged another approximately 400 students and their families through the five exhibitions installed in its two galleries in this same period. Students—who come primarily from the PPS district—may participate in programs including, but not limited to, courses in ceramics, photography, design and digital arts; career and college exposure activities; and exhibitions by nationally and internationally renowned artists who also conduct workshops with MCG students. Additionally, MCG Youth hosts a number of educational opportunities for principals, teachers, and the community, and offers public access to its two galleries at no cost. All of MCG Youth's programs are implemented by professional working artists, and maintain an 8:1 student:teacher ratio in order to provide students the attention they need to succeed.

Mission

Through nationally recognized and acclaimed year-round programs, MCG Youth strives to educate, inspire and promote continuance to higher education by engaging students in learning through the arts.



Art Explorer Students discover the horrors of the holocaust through photographs by an acclaimed photographer.

Programming

School Day programs

- **Artists in Schools**
This program places MCG teaching artists in PPS middle- and high-school classrooms. MCG Youth teaching artists collaborate with PPS teachers to develop projects outside the teachers' expertise and/or resources.
- **Studio Seminars**
This program uses our on-site studios and galleries to help high school students explore the creative process while developing critical and analytical thinking skills. Students participate in a gallery/studio experience or a guided tour with a demonstration.
- **Art Explorers**
This program draws on an arts-integrated curriculum to engage middle school students in the gallery experience. Using Visiting Artist exhibitions as a focal point, students work in one of our four arts studios on hands-on learning activities designed to help students develop content skills that meet Pennsylvania's academic standards for visual arts.
- **Visiting Artist Series**
This program enables renowned contemporary artists to engage middle- and high-school students in discussions and hands-on demonstrations through workshops, residencies and school visits.

- **Learner Centered Arts Integration (LCAI) Initiative**
Funded in part by both the United States and Pennsylvania Departments of Education and the Pittsburgh Public Schools, LCAI is an academic strategy currently implemented at the PPS Helen S. Paison K-8 Arts Academy. MCG teaching artist liaisons work with Paison teachers of all academic disciplines to develop an arts-integrated curriculum designed to increase student performance including academic test scores, attendance and behavior; to improve teacher and administrator efficacy as a means of promoting an operating culture that positions all stakeholders as learners; and to disseminate nationally the results and best practices with educators and administrators.

After School program

- **Apprenticeship Training Program (ATP)**
This program offers high school students the opportunity to develop art skills focused in any of MCG's four studios. ATP courses prepare teens for successful futures by providing nurturing relationships with teaching artists who create an environment that fosters skill development, critical thinking, experiential learning and preparation for higher education and careers.
- **Summer program**
 - **Summer Studio Intensives**
This five-week intensive program engages students age 13-18 in arts courses that meet daily in each studio.

Adult Evening program

- **Art After Dark**
This program offers adult community members affordable evening courses in any of MCG Youth's four studios. PPS teachers may qualify for scholarships and Act 48 Professional Development credits.

Learning Environment

- **Ceramic arts studio**
This studio includes a wet working area with potter's wheels, slab rollers and other equipment; an indoor kiln room with 5 kilns; a glaze lab; and an outdoor kiln lab with two kilns and an area with steel chambers for pit firing.
- **Design arts studio**
This studio includes a workspace with tools for drawing, painting, sewing, silk screening, etching, and book-binding; a dye kitchen for fabric arts; and equipment for non-acid based printmaking.
- **Digital arts studio**
This studio encompasses two studio spaces—PC imaging, video and interactive media lab and a Mac Audio/Visual lab. These labs include computers, scanners, still and video cameras, Yamaha keyboards, a piano and a large green screen for digital video editing.
- **Photography studio**
This studio includes a group lab with black and white enlargers, a digital lab for digital image manipulation, three processing labs, and a portrait studio.

MCG Youth



Students craft puppets during an Art Explorers session.



MCG teaching artist demonstrates how to use a 4x5 camera.



Renowned artist Linda Connor discusses her work with students in the Connie Kerr Gallery.

Galleries, Visiting Artists, and Local Students

MCG Youth's Visiting Artists Series connects contemporary artists with high- and middle-school students through hands-on demonstrations and discussions. Recognizing art as a universal form of communication, MCG Youth promotes cultural discovery and empathy by linking diverse and accomplished artists to young people and their communities.

MCG operates two exhibition spaces in Pittsburgh: the Connie Kerr Gallery at 1815 Metropolitan Street and a satellite gallery—MCG at 800 Penn Avenue—located in Pittsburgh's downtown Cultural District.

Nationally and internationally recognized artists present exhibitions in MCG's on-site gallery space year round; these exhibitions may also feature work created by students during the visiting artists' workshops. The annual Accomplishments exhibition features the work of students enrolled in MCG Youth programs; Pittsburgh Public Schools High School All-City Arts Showcase features work by students in art classes held throughout PPS. Installations at MCG at 800 Penn Avenue are part of Mentors and Makers, an ongoing series highlighting collaboration between MCG and PPS teaching artists and their students, transporting their daily work from the privacy of the classroom or studio into the stream of life in Pittsburgh's cultural district.

Accomplishments 2006-07

Three graduating seniors received merit scholarships to attend the Art Institute of Pittsburgh, Rochester Institute of Technology, and Dickinson College.

Two graduating seniors won merit scholarships from the American Institute of Graphic Arts. Two seniors won Daughters of the American Revolution scholarships.

A junior from Brashear High School won an artistic merit award in the National K-12 Ceramics Foundation and was featured in the foundation's exhibition.

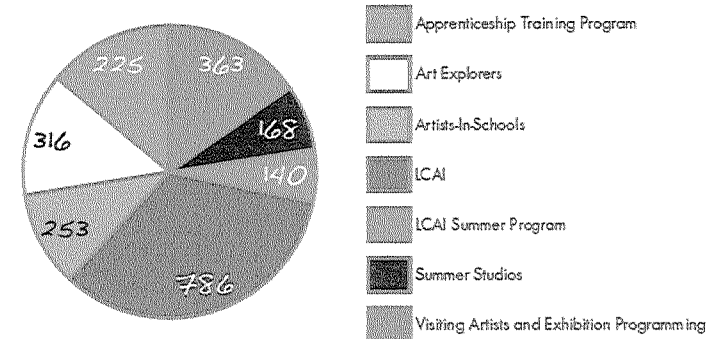
Twenty-four current and past MCG Youth students won 39 distinct awards in the 2007 Pittsburgh Public Schools All City Arts Showcase including scholarships from the Carnegie Museum of Art, Carnegie Mellon University and Pittsburgh Technical Institute as well as honorary memberships to the Silver Eye Center for Photography.

Four MCG Youth photography teaching artists presented a lecture at the Society of Photographic Education conference in Miami, FL.

Four of MCG Youth's program directors presented at the Annenberg Institute's Emerging Knowledge Forum on Smart Educational Systems in Scottsdale, AZ.

The Three Rivers Arts Festival recognized one of MCG Youth's teaching artists from the Ceramics program with an Emerging Artist Award.

MCG Youth's director of arts and education strategies published two articles in an internationally distributed journal on ceramic arts, was named a Japan Fulbright Memorial Foundation Fellow and 2008 on-site conference liaison for the National Council on Education in the Ceramic Arts.



MCG Youth: Programming

Total number of students served in each of MCG Youth's program areas for 2006-07

"I'm in love with MCG...It is my favorite place in Pittsburgh and my life would just not be the same without it."

—Rebecca, Perry Traditional Academy and MCG Student, 2007

MCG Jazz

About MCG Jazz

Through concerts, recordings, and educational outreach, MCG Jazz programs touch thousands of lives each year in Pittsburgh and across the world. Our programs include—but are not limited to—multiple-day performance engagements featuring internationally renowned jazz musicians, off-site presentations of jazz artists throughout Western Pennsylvania, MCG Jazz record label, management of national jazz initiatives and touring programs, jazz education programs with regional schools and universities, and management of the MCG Jazz archive.

Mission

MCG Jazz's mission is to preserve, present and promote jazz.

Accomplishments 2006-07

Nancy Wilson won the GRAMMY® Award for Best Jazz Vocal Album. *Turned To Blue* was recorded and produced by MCG Jazz in Pittsburgh, PA.

MCG Jazz marked its 20th anniversary with a year-long celebration with over 100 events, including 42 concerts in the MCG concert hall. A day-long Jazz Festival was produced, as well as "An Evening with Nancy Wilson" at the Benedum Center For The Performing Arts in downtown Pittsburgh.



Jazz enthusiasts gather in Oakland for a festival celebrating 20 years of MCG Jazz.



Photo: Phil Constanzo, CityParks

Facilities

Most of MCG Jazz's recordings are captured live and produced from the multiple-night concert series recorded in our 350-seat music hall. GRAMMY® Award-winning sound engineers and producers drawn to our mission provide technical expertise needed to complete our audio and video (A/V) projects.

Presentation

The concert series, one of the longest-running in the nation, presents over 40 concerts a year in the MCG music hall and numerous additional performances at other Pittsburgh venues. MCG Jazz recognized its 20th anniversary with a year-long milestone celebration running through May 2007. The 20th anniversary was dedicated to Dr. Billy Taylor, who inaugurated the MCG concert hall in 1987. Dr. Taylor presented an evening of music self entitled, "Special Memories From A Wonderful Life In Jazz."

Education

MCG Jazz engages approximately 4,000 students a year through outreach, live performance, educational activities, and partnerships with universities, schools, and community organizations.

Recording

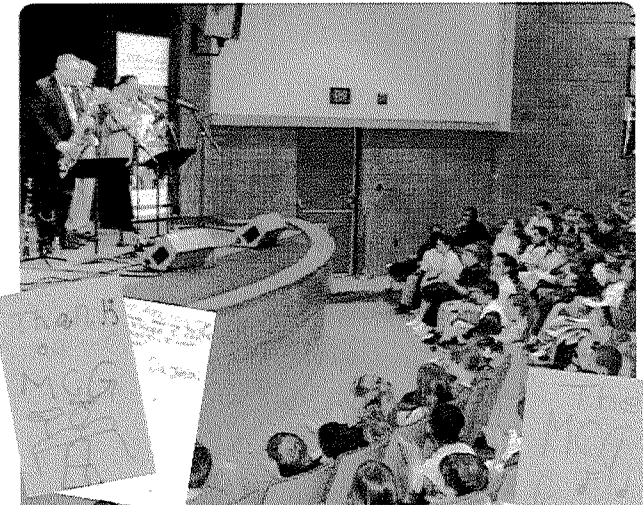
MCG Jazz's record label has produced 30 CDs, garnering four GRAMMY® awards out of five nominations. Additionally, MCG Jazz has produced over 15 video products and two PBS Specials. The label produces recordings with nationwide distribution.

National Jazz Initiatives

MCG Jazz created and manages the National Jazz Platform (NJP), a collection of marketable resources with the capacity to provide a framework for national sponsorships. A component of NJP is the "Jazz Is Life™" branding campaign which had a series of market tests over the past year.

Archives

The archive contains over 20 years' worth of photographic negatives and A/V recordings, as well as collections from the estates of the legendary saxophonist Stanley Turrentzine and flute master Herbie Mann.



Third Grade Jazz

Third Grade Jazz is an interactive jazz education event, held at MCG and primarily serving Pittsburgh Public School third-grade students. Short performances by local jazz educators—with audience participation components and a child-focused structure—provide a unique and successful formula for a memorable and meaningful introductory jazz music experience.

In 2007, the Third Grade Jazz performance ensemble included Pittsburgh jazz great Joe Negri, John Wilson, Mike Tomaro, Jay Ashby, Max Leake, Paco Mahone, and Roger Humphries. All these individuals are professional musicians and educators who have shared their talents all over the world. They always welcome the opportunity to perform for these students and share their love of jazz.

This year, Third Grade Jazz reached approximately 2,500 students during its three-day engagement from April 16-18, 2007.

National Center for Arts and Technology

Overview

The National Center for Arts & Technology (NCAT) supports the national replication of the model for learning and community development created by the MBC organizations in Pittsburgh, Pennsylvania.

Demand from cities throughout the nation has resulted in MBC creating a national replication strategy that will enable the development of a significant number of arts and technology centers in communities across the United States. NCAT provides the opportunity to broaden MBC's vision of creating healthy communities through culture and enterprise.

Mission

NCAT's mission is to impart the MBC educational model by catalyzing the creation of centers for Arts and Technology.

Vision

To continue to increase the number of communities that support the underserved population producing outstanding outcomes.



NATIONAL CENTER FOR ARTS & TECHNOLOGY



Operational Replication Sites

- Bayview Hunters Point Center for Arts and Technology (BAYCAT), San Francisco, CA
- Cincinnati Arts and Technology Center (CATC), Cincinnati, OH
- West Michigan Center for Arts and Technology (WMCAT), Grand Rapids, MI

Communities in the Initial Phase of Replication

- Cleveland, OH
- Columbus, OH
- New Orleans, LA
- Philadelphia, PA

NCAT Affiliates:

NCAT's three operational affiliates demonstrate the impact the model is already making in communities outside of Pittsburgh. As of July 2007, 2,000 individuals have benefited from programming offered at these Centers for Arts and Technology. Each center is modeled after the successful programs of MCG and BTC and adapted to fit the needs of each community.

BAYCAT

In a renovated 5,000 square-foot facility with state-of-the-art equipment, BAYCAT offers classes in film and TV production, motion graphics and animation, and graphic and web design to urban youth in San Francisco. Classes are at no cost to the students. BAYCAT's enterprise, Studio BAYCAT, hires BAYCAT graduates to develop marketing materials for real world clients. Together, BAYCAT and Studio BAYCAT provide professional work experience for students, revenue for BAYCAT, and much needed marketing capacity for local small businesses and organizations.

CATC

The Cincinnati Arts and Technology Center opened its doors in 2003 to serve Cincinnati's high-risk urban teens and unemployed/underserved urban adults. In 2007, CATC served 737 individuals in its 12,000 square-foot renovated facility in downtown Cincinnati. CATC provides arts programming as a supplemental educational resource for Cincinnati Public

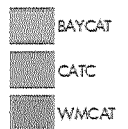
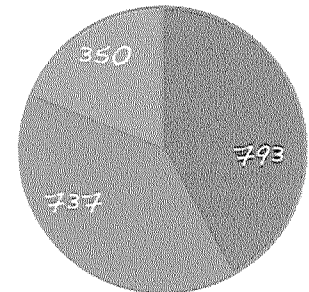
Schools eleventh and twelfth graders that are at risk of not graduating on time. CATC adult training programs currently include: Auto Tech, Computer Training, Construction Connection Initiative (entrance to trade apprenticeships), as well as job readiness and assessment services.

WMCAT

The Western Michigan Center for Arts and Technology, located in downtown Grand Rapids, opened its doors in the fall of 2005. Since then, its renovated 8,477 square-foot facility has grown to 12,414 square feet.

In the academic year ending in 2007, WMCAT served 767 youth from the Grand Rapids Public Schools through after school, in school and special project programming in photography, digital arts, Web design and fine arts. WMCAT currently offers medical coding and pharmacy technology training for adults. As of July 2007, 26 individuals have graduated as medical coders. Eighty-eight percent of students completed their training and 80 percent of the individuals in the first class have been placed in jobs in their field of training. New classes are in progress.

The WMCAT facility received the Grand Valley chapter of the American Institute of Architects Award for 2006. It is considered a Lead (Leadership Environmental and Energy Design) renovation facility.



Total Youth and Adults Served at Operational Replication Sites*

Number of youth and adults served based on program enrollment data for 2006-07.



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*All statistics and data listed here are as reported by replication sites in San Francisco, CA (BAYCAT), Cincinnati, OH (CATC), and Grand Rapids, MI (WMCAT).

Financial Statements

Activities and Changes in Net Assets

	For the years ended June 30, 2007				2006
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Total
Support and Revenue					
Grants and Contributions	\$5,987,709	\$4,402,832	\$11,250	\$10,401,791	\$8,686,746
Earned and Other Income	1,940,556	500,287	—	2,440,843	2,150,769
Total	7,928,265	4,903,119	11,250	12,842,634	10,837,515
Net assets released from restrictions:					
For operations	3,179,890	(3,179,890)	—	—	—
Total Support and Revenue	\$11,108,155	\$1,723,229	\$11,250	\$12,842,634	\$10,837,515
Expenses					
Training and Educational Programs	\$6,871,135	—	—	\$6,871,135	\$6,353,439
Other	4,578,322	—	—	4,578,322	4,424,201
Total Expenses	11,449,457	—	—	11,449,457	10,777,640
Net Excess/(Deficit)	(341,302)	1,723,229	11,250	1,393,177	59,875
Net assets released from restrictions:					
For capital asset acquisition	257,127	(257,127)	—	—	—
Change in Net Assets/Equity	(84,175)	1,466,102	11,250	1,393,177	59,875
Net Assets and Equity					
Beginning of the year	13,042,410	2,564,293	2,356,000	17,962,703	17,902,828
End of the year	\$12,958,235	\$4,030,395	\$2,367,250	\$19,355,880	\$17,962,703

The financial information presents a summary of the consolidated information as presented in the 2007-06 audited financial statements of Manchester Bidwell Corporation and its subsidiaries Bidwell Training Center, Inc., Manchester Craftsmen's Guild, Manchester Bidwell Development Trust and Bidwell Training Center's subsidiary Harbor Gardens Park, Inc.

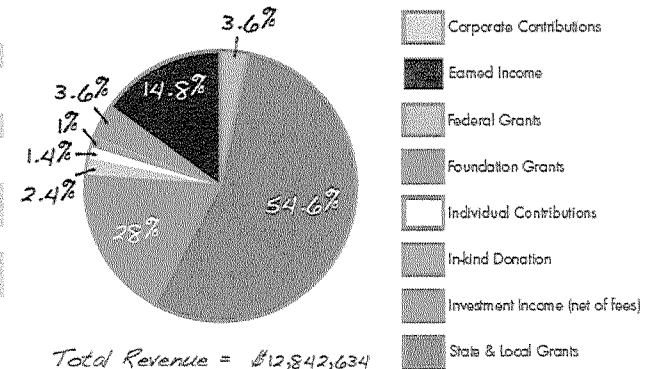
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Financial Positions

	As of June 30,	
	2007	2006
Assets		
Current	\$5,731,113	\$4,350,311
Fixed Assets (net of accumulated depreciation)	16,354,742	17,213,023
Other Assets	5,651,822	4,862,849
Total Assets	\$27,737,677	\$26,426,183
Liabilities and Net Assets/Equity		
Current	\$1,051,500	\$936,368
Long-term	7,330,297	7,527,112
Total Liabilities	8,381,797	8,463,480
Net Assets and Equity		
Unrestricted	14,183,131	14,231,472
Temporarily restricted	4,030,395	2,564,293
Permanently restricted	2,367,250	2,356,000
Accumulated deficit	(1,224,896)	(1,189,062)
Total Net Assets/Equity	19,355,880	17,962,703
Total Liabilities and Net Assets/Equity	\$27,737,677	\$26,426,183

MBC Revenue by Type

Federal Grants	461,748
State and Local Grants	7,010,125
Foundation Grants	2,307,179
Corporate Contributions	307,014
Individual Contributions	181,434
In-kind Donation	134,291
Investment Income (net of fees)	537,986
Earned Income	1,902,857



2006-07 Annual Report

Friends and Sponsors

Thank You for Your Support!

Manchester Bidwell Corporation would like to thank all of our supporters for their generosity. All gifts listed in this section are from July 1, 2006 to June 30, 2007. Any gift received after June 2007 will be listed in next year's report. All names are listed as requested by the donor.

To make a contribution or if you have questions, please contact:

Ellen Woods, Vice President of Development
Call 412-323-4000 Ext. 203 or e-mail elwoods@mcg-bidc.org
Mail Inquiries: 1815 Metropolitan Street, Pittsburgh, PA 15203

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*MCG Youth instructor and Jazz
 staff collaborate with student.*

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MBC Staff planning for the future in the board room.

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**In Honor of Paige Cohen becoming a
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In Memory of Ms. Jessica Grimes Davant
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Instructor in the BTC Chemical Laboratory Technician major.

2006-07 Annual Report



*Help Us Continue Our Mission
of Hope and Inspiration*



2006-07 Annual Report

Advisory Board Listings

BTC's Advisory Boards

Bidwell Training Center would like to recognize those individuals who served on their advisory boards and helped craft the curriculum that changed the lives of BTC's students.

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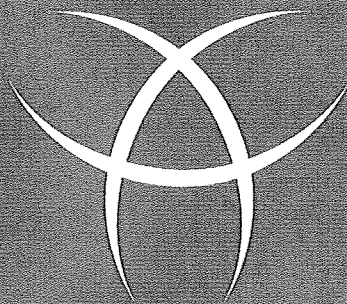
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MANCHESTER BIDWELL
CORPORATION



NATIONAL CENTER FOR ARTS & TECHNOLOGY

REPLICATION

REPLICATING HOPE

Throughout the United States, urban communities are struggling with the nation's most pressing problems. The national high school graduation and college entrance rates are extremely low, especially for low-income, urban Black and Hispanic youth. Unemployment rates have increased in many areas, particularly for Blacks and Hispanics. Few organizations are able to affect the pressing needs of these urban communities in a meaningful way. The combination of Manchester Bidwell Corporation's (MBC) two programs — youth arts and adult career educations — has proven it is possible to address these needs to redefine local communities, families and support networks. For thousands of individuals, the MBC organization is a unique haven — a center for arts and learning that fosters a sense of belonging and interconnectedness within the community.

Both the significant demand from cities throughout the nation and the opportunity to broaden and deepen impact to countless others prompted Bill Strickland and the MBC management team to go through a rigorous, detailed strategic planning process to prepare for effective replication. The result of that strategic plan was the incorporation of the National Center for Arts and Technology, a subsidiary of MBC dedicated to replicating Strickland's model throughout the country and, eventually, throughout the world.

PHASE I: FEASIBILITY

Proposed Length: 12–18 months

The purpose of the Feasibility phase is to determine whether the potential affiliate has the essential key attributes critical for successful replication. NCAT and the core local leadership of each site will conduct a detailed due diligence study to assess the need and readiness of the community.

PHASE 2: PRE-OPENING/PLANNING

Proposed Length: 12–18 months

NCAT will guide community leaders through a detailed start up process for their center which will include:

- Identification and training of Executive Director
- Creation of Board of Directors
- Incorporation of Center for Arts and Technology
- Guidance of facility design & renovation
- First year start-up curriculum
- Guidance for fundraising strategies

HISTORY

In 1968, William E. "Bill" Strickland established Manchester Craftsmen's Guild to help combat the effects of economic and social devastation experienced by the youth of his inner-city Pittsburgh neighborhood. Just as the introduction to art had helped to change the course of his life, Strickland hoped art would inspire similar change in his community. Located in a residential row house, MCG initially offered informal ceramics classes and a small exhibition space. The program soon expanded to address the interests of community members and began to gain the notice of Pittsburgh's civic leaders. Because of his successful track record with MCG, Strickland was asked to assume the leadership of Bidwell Training Center. In 1986, after leading a \$6.5 million capital campaign, Strickland opened a new 62,000 square foot arts and career training center.



PHASE 3: EARLY IMPLEMENTATION

Proposed Length: 3 years

- Curriculum expansion
- Program development, quality and consistency
- Guidance of facility expansion
- Build infrastructure
- Relationship building

THE PHASES OF REPLICATION

To ensure that a Center for Arts & Technology is successful and sustainable in a community, NCAT has designed a thorough and systematic protocol that follows the mission of 'Developing Communities Through Hope, Inspiration, and Innovation.' The replication process develops through the following three phases:



PHASE I: FEASIBILITY

Length: 12-18 months

The NCAT team will provide findings regarding:

- Need for MBC core programs
- Organizational landscape
- Funding potential
- Leadership potential
- Physical space potential

PHASE II: PLANNING AND PRE-OPENING

Length: 12-18 months

The NCAT team will provide technical assistance and support for the following:

- Culture & Leadership Training
- Identification of Executive Director—Process begins during Feasibility Phase
- Training of Executive Director at MBC
- Creation of Board of Directors—Process begins during Feasibility Phase
- Incorporation of Center for Arts and Technology (CAT)
- Oversight of facility design & renovation of initial space
- Start-up curriculum
- Provide direction for fundraising strategies—Process begins during Feasibility Phase
- Status report—containing the progress and accomplishments of the tasks outlined above.



PHASE III: EARLY IMPLEMENTATION

Length: 3 years

The NCAT team will provide technical assistance and support for the following:

- Curriculum expansion
- Program development
- State licensing
- Accreditation
- Oversight of facility expansion
- Build infrastructure
- Personnel
- Provide direction for fundraising growth
- Marketing/Communications development
- Evaluation—containing the progress, accomplishments, process evaluation and next steps based on the task outlined above.



At the end of the three year implementation agreement, a maintenance agreement may be executed by the parties in additional five-year increments.

P HASE 1: FEASIBILITY

The National Center for Arts & Technology team has the responsibility to carry out the Feasibility Phase in each city.

Their key responsibilities include assisting with selecting board members, the executive director, and site location and space; managing feasibility due diligence, helping the site conduct necessary research; and helping integrate the values and philosophy of Manchester Bidwell Corporation. They will also develop and manage replication materials, assist with affiliate program development, provide on-site training and technical assistance, troubleshoot problems as needed, assist with sustainability and growth planning, and monitor outcomes.

The following are the five categories and just some components of each of the due diligence elements that the NCAT team will seek to learn:

NEED FOR MBC CORE PROGRAMS

- Meet with leading local organizations and experts focused on youth development and adult economic issues to better understand the nature of these populations' needs and to understand the motivation for building the program locally.

ORGANIZATIONAL LANDSCAPE

- Conduct desk research and meet with directors of local nonprofits to identify overlaps in program focus, possible collaborators, and the overall reception to bringing the model to each city.

FUNDING POTENTIAL

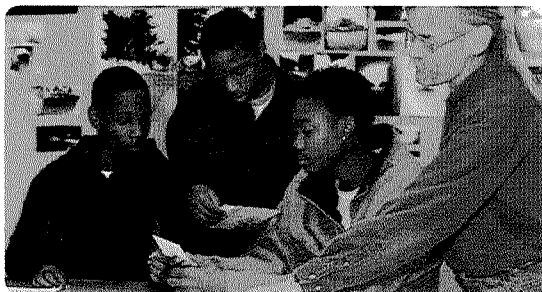
- Meet with leading funders to understand their assessment of the local funding landscape and potential interest in funding replication. Meet with state/local experts in adult career education and district education officials to determine their need and interest in support.

LEADERSHIP POTENTIAL

- Assemble a core group of local leaders to spearhead the efforts. Interview prospects and/or potential ED candidates.

PHYSICAL SPACE POTENTIAL

- Identify desired area and possible location for the center, develop detailed list of specifications for desired space, gather local recommendations for architects, and develop initial financial estimate for purchase/rent and buildout.



P HASE 2: PLANNING

Once the feasibility phase has concluded and the community has decided to move forward based upon recommendations of the NCAT team, the Planning phase is initiated. In this phase, the team works closely with the designated Advisory Committee to:

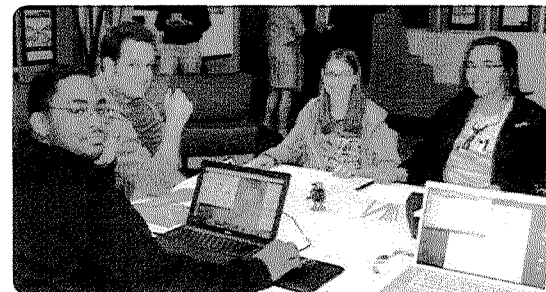
- Select an Executive Director and Board of Directors
- Develop a seed fund for capital campaign
- Choose a location and space
- Secure funding commitments for three years
- Complete build out of space
- Create a growth and sustainability plan
- Secure 501(c)(3) status
- Develop and train a basic staff
- Build curriculum
- Kick-off grand opening and program launch

P HASE 3: OPERATIONAL

When a site becomes operational, the NCAT team continues to provide direction by ensuring that the site is offering consistent, high-quality programs and operations that are aligned with the MBC model. The team will continue to support the Executive Director and Board of Directors to:

- Implement youth arts motivational programs and adult career training programs
- Determine that permanent fundraising strategies are in place
- Obtain accreditation status
- Track outcomes and statistics
- Identify new growth opportunities and develop action plans

The Operational phase lasts for three years, after which the site can choose to stand alone as a non-MBC affiliate, or sign on for a long-term maintenance agreement with the NCAT team.



AFFILIATES OF THE NATIONAL CENTER FOR ARTS AND TECHNOLOGY

NCAT's three operational affiliates demonstrate the impact the model is already making in communities outside of Pittsburgh. As of July 2007, 2,000 individuals have benefited from programming offered at these Centers for Arts and Technology. Each center is modeled after the successful programs of MCG and BTC and adapted to fit the needs of each community.



BAYCAT

In a renovated 5,000 square-foot facility with state-of-the-art equipment, BAYCAT offers classes in film and TV production, motion graphics and animation, and graphic and web design to urban youth in San Francisco. Classes are at no cost to the students. BAYCAT's enterprise, Studio BAYCAT, hires BAYCAT graduates to develop marketing materials for real world clients. Together, BAYCAT and Studio BAYCAT provide professional work experience for students, revenue for BAYCAT, and much needed marketing capacity for local small businesses and organizations.

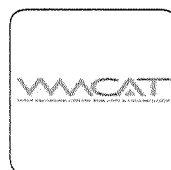
- Opened in Autumn 2004.
- Programs in graphic disciplines including—Digital Filmmaking, Web/Graphic Design, and Animation and Motion Graphics.
- In 2006-07, BAYCAT served 350 students in San Francisco.



CATC

The Cincinnati Arts and Technology Center opened its doors in 2003 to serve Cincinnati's high-risk urban teens and unemployed/underserved urban adults. In 2007, CATC served 737 individuals in its 12,000 square-foot renovated facility in downtown Cincinnati. CATC provides arts programming as a supplemental educational resource for Cincinnati Public Schools eleventh and twelfth graders that are at risk of not graduating on time. CATC adult training programs currently include: Auto Tech, Computer Training, Construction Connection Initiative (entrance to trade apprenticeships), as well as job readiness and assessment services.

- Offers programs in Web Design, Ceramics, and Drawing.
- Annually offers programming to 325 Cincinnati School District students who are at risk of not graduating on time.



WMCAT

The Western Michigan Center for Arts and Technology, located in downtown Grand Rapids, opened its doors in the fall of 2005. Since then, its renovated 8,477 square-foot facility has grown to 12,414 square feet. In the academic year ending in 2007, WMCAT served 767 youth from the Grand Rapids Public Schools through after school, in school and special project programming in photography, digital arts, Web design and fine arts. WMCAT currently offers medical coding and pharmacy technology training for adults. As of July 2007, 26 individuals have graduated as medical coders. Eighty-eight percent of students completed their training and 80 percent of the individuals in the first class have been placed in jobs in their field of training. New classes are in progress.

- After School, In School, and special project programs include—Photography, Digital Arts, Web Design, and Fine Arts.
- In 2007, WMCAT served 767 students in grades 9 through 11 from the Grand Rapids School District.
- Adult programs in Medical Coding and Pharmacy Technology.
- WMCAT has been the recipient of the Grand Valley chapter of the American Institute of Architects Award for 2006.
- The renovation of the facility is considered a LEED (Leadership Environmental and Energy Design) certified building.

COMMUNITIES INTERESTED IN REPLICATION SHOULD:

- Gather support from sectors of government, education, philanthropy, social services, corporations, and arts organizations
- Engage the NCAT team in questions specific to the community's traits and gauge the community's interest in housing a Center for Arts and Technology
- Tour the Manchester Bidwell Corporation's facilities in Pittsburgh. An online tour application can be found at www.manchesterbidwell.org
- Choose a convener with strong community networks and available time to dedicate to being the liaison for the project
- Determine potential local funding capability for the feasibility phase fee and sustainability of the center.

NATIONAL CENTER FOR ARTS AND TECHNOLOGY STAFF

- Georgina Gutierrez
- Amy Mihalcin
- Joanna Papada
- Jim Reid
- Dolores Sewchok
- Taneesha Temple

FOR MORE INFORMATION ON STARTING A REPLICATION SITE:

Contact us for more, in-depth information on what you can do to start a replication site in your region.

NCATinfo@mcg-btc.org

www.ncat-mbc.org

412-323-4000 Ext. 292



BUDGET AMENDMENTS AND TRANSFERS**FY 2010**

COUNTY JUDGE'S OFFICE

10 FEB -14 AM 8:35

14

2/9/2010**AMENDMENTS**

BA#	Project Code FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	067	9800	981	9892	Reserves	Fund 067 Allocated Reserves		\$ 3,395	1
	067	2902	552	0701	JP Pct. 4	Reg.Salaries-Perm Empl	\$ 2,847		
	067	2902	552	2002	JP Pct. 4	FICA - OASDI	\$ 176		
	067	2902	552	2005	JP Pct. 4	Retirement Contribution	\$ 326		
	067	2902	552	2006	JP Pct. 4	Worker's Compensation	\$ 5		
	067	2902	552	2007	JP Pct. 4	Medicare	\$ 41		

TRANSFERS

BA#	Project Code FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	001	1230	523	3001	ITS	Office Equip,Furn & Supp		\$ 285	4
	001	1230	523	4107	ITS	Cell Phone Allowance	\$ 240		
	001	1230	523	2002	ITS	FICA Tax - OASDI	\$ 15		
	001	1230	523	2005	ITS	Retirement Contribution	\$ 27		
	001	1230	523	2007	ITS	FICA Tax - Medicare	\$ 3		




PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst 

DATE: February 2, 2010

RE: Request by Justice of the Peace, Pct. 4, for \$3,395 from the Juvenile Case Manager Fund (Fund 067) to hire a Juvenile Case Manager above entry of the pay grade

Judge Raul Gonzalez, Justice of the Peace, Pct. 4, is requesting that \$3,395 from the Juvenile Case Manager Fund (Fund 067) Allocated Reserve be moved to his office's budget in that Special Fund. The additional resources will allow the Judge to hire the Juvenile Case Manager at a level 3 of the pay grade (PG-14) rather than at entry. The salary difference is \$2,847 with the rest of the amount needed for the related benefits.

The Judge proposes to hire the candidate at a level 3 given the candidate's educational background that includes a Master's degree in Social Work. HRMD has reviewed the proposed pay level and agrees with the Judge that it is an appropriate level.

The Juvenile Case Manager Fund was specifically established to fund Juvenile Case Manager staffing at the Justice Courts. This FTE and one in Justice of the Peace, Pct. 3 were first approved for inclusion in the Adopted Budget for FY 10 by Commissioners Court. The Allocated Reserve for this Special Fund is \$972,931 and the fund can support this added cost on an ongoing basis. PBO recommends approval of this request.

cc: Rodney Rhoades, Leroy Nellis, Jessica Rio, PBO
The Honorable Raul Gonzalez, Justice of the Peace, Pct. 4
Diana Cantu, JP4 Office Manager

Diana Ramirez - Juvenile Case Mgr new hire

From: Raul Gonzalez
To: Diana Ramirez
Date: 2/1/2010 4:41 PM
Subject: Juvenile Case Mgr new hire
CC: Diana Cantu

Memo

TO: Diana Ramirez/PBO
FROM: Raul A. Gonzalez
DATE: 2/01/10
RE: Request for salary above entry level

RE: I request approval to offer our chosen candidate Sarah Rigby, a starting salary at Level 3, pay grade 14 rather than the minimum salary for pay grade 14. She has a Masters degree in clinical social work, and a BA in social work. I will need the additional salary amount to have her fill this position and stay with our office once she starts the job.

We may look into re-evaluating the position after six months, but feel her educational credentials justify offering her more than just entry level to start. Please let me know if you have any questions.

Budget Adjustment: 20215

Fyr _ Budget Type: 2010-Reg

Author: 29 - CANTU, DIANA

Created: 2/3/2010 1:21:54 PM

PBO Category: Amendment

Court Date: Tuesday, Feb 9 2010

Dept: RESERVES

Just: Other

For recommended personnel action.

From Account	Acct Desc	Project	Proj Desc	Amount
067-9800-981-9892	ALLOCATED RESERVES			3,395
				3,395
To Account		Project		Amount
067-2902-552-0701	REG SALARIES-PERMNT EMPL			2,847
067-2902-552-2002	FICA TAX - OASDI			176
067-2902-552-2005	RETIREMENT CONTRIBUTION			326
067-2902-552-2006	WORKER'S COMPENSATION			5
067-2902-552-2007	FICA TAX - MEDICARE			41
				3,395

Approvals	Dept	Approved By	Date Approved
Originator	29	DIANA CANTU	2/3/2010 01:22:32 PM
DepOffice	29	DIANA CANTU	2/3/2010 01:22:34 PM
DepOfficeTo	29	DIANA CANTU	2/3/2010 01:22:35 PM

DeBarney 2/3/10
Therese Nellis 2/3/10

ew

Budget Adjustment: 20188

Fyr _ Budget Type: 2010-Reg

Author: 12 - MACIK, NICHOLAS

Created: 2/1/2010 9:50:22 AM

PBO Category: Transfer

Court Date: Tuesday, Feb 9 2010

Dept: INFORMATION & TELECOMMUNI

Just: CommCodeRq

Cell Phone Allowance-Max Obkirchner

From Account	Acct Desc	Project	Proj Desc	Amount
001-1230-523-3001	OFFICE EQUIP,FURN, & SUPP			285
				285
To Account		Project		Amount
001-1230-523-4107	CELL PHONE ALLOWANCE			240
001-1230-523-2002	FICA TAX - OASDI			15
001-1230-523-2005	RETIREMENT CONTRIBUTION			27
001-1230-523-2007	FICA TAX - MEDICARE			3
				285

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	2/1/2010 9:52:59 AM
DepOffice	12	NICHOLAS MACIK	2/1/2010 9:54:51 AM

PBO concurs 2/1/10

[Signature]
[Signature] 2/3/10

4

RECEIVED

JAN 25 2010

TRAVIS COUNTY
INFORMATION SYSTEMS

Travis County Monthly Cellular Service Allowance REQUEST FORM

Pursuant to Travis County Code, Chapter 39, Wireless Communications Policy, I am submitting this request for additions (A) or changes (C) of monthly cellular service allowances within my Office/Department.

Joe Harlow
Official/Department Head Signature and Date

1/28/10
effective date

NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, then be processed through the Auditor's Office. Along with this request form, a budget transfer sheet must be completed for a transfer of funds into line items 2002 (6.2%), 2005 (9.64%), 2006 (1.95 POPS positions), 2007 (1.45%), and the remaining into 4107. Unless the allowance is for a limited time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A cellular service monthly allowance is requested for (A or C, Employee ID #, position title and slot number):	\$10/mo	\$20/mo	\$30/mo
A 139475 Systems Engineer III Slot # 65	┐	┐	X
	┐	┐	┐
	┐	┐	┐
	┐	┐	┐
	┐	┐	┐
	┐	┐	┐

Comments:

Reviewed by PBO

[Signature]
signature and date

2/1/10

Approved by Commissioner's Court

Date

Processed by Auditor's Office

signature and date

Return a copy to: Chuck Brotherton, Emergency & Wireless Communications Manager
Travis County Emergency Services
Phone 854-4895
Fax 854-4786
Email Charles.Brotherton@co.travis.tx.us

Amount	Dept Transferred Into	Date	Explanation
\$6,639,865			Beginning Balance
\$6,170	TNR	10/13/09	Canceled Purchase Orders
(\$2,132)	Cons. Pct. 1	10/7/09	Accruals
\$26,483	Various Dept	9/25/09	Canceled Purchase Orders
\$1,388	TNR	10/23/09	Canceled Purchase Orders
(\$2,578,800)	TNR	10/28/09	Reimbursement Resolution for Vehicles
(\$250,000)	TNR	11/17/09	Comprehensive Plan
(\$93,003)	Sheriff	11/24/09	SWAP
(\$516,000)	Juvenile Probation	12/1/09	Family Preservation Contract
(\$16,000)	Facilities	12/22/09	Real Estate
(\$325,000)	Facilities	12/22/09	Real Estate
\$2,892,971	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$25,000)	Grant Match MHPD
(\$26,185)	Grant Match Second Chance
(\$20,000)	Hazmat
(\$28,748)	Armored Car Service
(\$25,000)	Records Storage
(\$25,000)	Postage
(\$600,189)	Election Runoff
(\$60,000)	Deaf Services Temporary Interpreters
(\$158,855)	Family Drug Treatment Grant
(\$100,000)	Court Appointed Attorney Fees
(\$300,000)	Court Appointed Attorney Fees-Capital Cases
(\$150,000)	County Court-at-Law #8 Court Appointed Atty Fees
(\$184,266)	Drug Court Grant - Special Populations
(\$12,877)	Overtime for FACTS Training/Implementation
(\$8,268)	Overtime for FACTS Training/Implementation
(\$7,300)	Miscellaneous Recurring Expenses-Operating
(\$1,731,688)	Total Possible Future Expenses (Earmarks)

\$1,161,283 **Remaining Allocated Reserve Balance After Possible Future Expenditures**

Amount	Dept Transferred Into	Date	Explanation
\$454,223			Beginning Balance
(\$11,205)	Sheriff	11/24/09	SWAP
(\$2,215)	Facilities	12/22/09	Real Estate
(\$29,995)	TNR	12/22/09	Sidewalk Maintenance Program
(\$13,395)	TNR	1/8/10	Motorcycle Replacement
\$397,413 Current Reserve Balance			

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

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

\$301,913 Remaining CAR Balance After Possible Future Expenditures

7

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
\$1,000,000 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
\$250,000 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$500,000			Beginning Balance
\$500,000 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$43,092			Beginning Balance
\$43,092 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$43,812,685			Beginning Balance
(\$2,161,824)	ITS	12/15/09	Computer Equipment
(\$50,000)	Tax	12/15/09	Reimbursement Resolution
(\$2,264,000)	Facilities	12/15/09	Reimbursement Resolution
\$39,336,861 Current Reserve Balance			

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RECEIVED
COUNTY JUDGE'S OFFICE**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**10 FEB -2 PM 08
Please consider the following item for:

02-09-10

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) Annual application to the Office of the Governor, Criminal Justice Division, for Juvenile Probation to continue the existing Juvenile Drug Court and In-Home Family Services Program.
- b) Biannual Memorandum of Understanding with the City of Austin and other collaborative partners to submit a grant application to the US Department of Justice, Office on Violence Against Women, to continue the existing Family Violence Protection Team Program in the Sheriff's Office, District Attorney's Office, County Attorney's Office and Constable, Precinct 5.
- c) Annual grant contract with Atmos Energy for the existing Keeping the Warmth Program through Health and Human Services to provide conservation kits and other energy efficiency supplies and installations to low-income residents that are customers to Atmos Energy.

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

2/9/2010

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										
a 45	Juvenile Drug Court and In-Home Family Services	9/1/2010 - 8/31/2011	\$178,200	\$19,800	\$0	\$19,800	0.24 R	MC	11	
b Multiple Depts	Family Violence Protection Team	10/1/2010 - 9/30/2012	\$699,507	\$168,239	\$0	\$867,746	4.5 R	EC	46	
Contracts										
b 58	Atmos Energy Keeping the Warmth Program	2/12/2010 - 1/31/2010	\$25,000	\$0	\$0	\$25,000	0 R	S	63	

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.

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
49	CAPCOG FY10 Solid Waste Enforcement Grant	12/15/2009 - 08/31/2010	\$8,517	\$0	\$0	\$8,517	0	10/6/2009
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	\$430,945	\$0	\$0	\$430,945	0	10/6/2009
14	<i>American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation</i>	<i>12/4/2009-4/30/2011</i>	<i>\$2,000,000</i>	<i>\$360,000</i>	<i>\$40,000</i>	<i>\$2,400,000</i>	<i>0</i>	<i>10/27/2009</i>
58	RSVP	10/1/2009 - 9/30/2010	\$61,281	\$6,128	\$0	\$67,409	0	11/24/2009
12	BJA Federal SAVNS - Courts Only	11/30/2009 - 3/31/2011	\$22,972	\$0	\$0	\$22,972	0	12/8/2009
49	Transportation Enhancement Program	FY 2011 - FY 2014	\$3,419,066	\$854,766	\$0	\$4,273,832	0	12/8/2009
37	<i>Recovery Act - STOP Violence Against Women Act (ARRA)</i>	<i>4/1/2010 - 3/31/2011</i>	<i>\$10,080</i>	<i>\$0</i>	<i>\$0</i>	<i>\$10,080</i>	<i>0</i>	<i>12/15/2009</i>
37	<i>Recovery Act - STOP Violence Against Women Act (ARRA) Amended 12/15/09 application</i>	<i>4/1/2010 - 3/31/2011</i>	<i>\$64,599</i>	<i>\$0</i>	<i>\$0</i>	<i>\$64,559</i>	<i>1</i>	<i>12/22/2009</i>
47	Emergency Management Performance Grant	10/1/2009 - 9/30/2010	\$67,200	\$67,200	\$0	\$134,400	0	12/29/2009
58	AmeriCorps	8/1/2010 - 7/31/2011	\$295,290	\$164,583	\$104,598	\$564,471	0	1/19/2010

45	JABG (Local) Juvenile Assessment Center	9/1/2010 - 8/31/2011	\$110,115	\$12,235	\$0	\$122,350	1.37	1/26/2010
58	RSVP	10/1/2009 - 9/30/2010	\$61,281	\$6,128	\$0	\$67,409	0.5	2/2/2010
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	\$430,945	\$0	\$0	\$430,945	0	2/2/2010
			\$6,982,291	\$1,471,040	\$144,598	\$8,597,889	2.87	

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	\$0	\$0	\$2,207,900		10/6/2009
49	TX DoT Advanced Funding Agreement - Howard Lane @ SH130	7/28/2009	\$6,000,000	\$1,575,000	\$0	\$7,575,000		10/6/2009
58	2009 Phase 27 ARRA Emergency Food and Shelter Program	04/01/2009 - 12/31/2009	\$41,666	\$0	\$0	\$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	\$0	\$134,400		10/13/2009
58	Comprehensive Energy Assistance Program (CEAP) Amendment 1	1/1/2009 - 12/31/2009	\$3,198,032	\$0	\$0	\$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	\$0	\$175,000		11/10/2009
45	Residential Substance Abuse Treatment Program	10/1/2009 - 9/30/2010	\$102,888	\$34,296	\$0	\$137,184	1.58	11/10/2009
37	2009 Byrne Justice Assistance Grant - Non ARRA	9/17/2009 - 9/30/2012	\$100,000	\$0	\$0	\$100,000		11/17/2009
37	2009 Byrne Justice Assistance Grant	3/1/2009 - 2/28/2013	\$495,000	\$0	\$0	\$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	\$0	\$0.00	\$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	\$0.00	\$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	\$0	\$47,600		11/17/2009
58	Veterans' Employment and Training Service (Stand Down Grant)	10/24/2009 - 10/25/2009	\$7,000	\$0	\$0.00	\$7,000		11/17/2009
37	2007 Homeland Security Grant Program - LETPP	10/12/2007 - 2/28/2010	\$106,905	\$0	\$0	\$106,905		11/24/2009
49	Flood Mitigation Assistance - Planning Grant	8/28/2009 - 8/31/2011	\$30,000	\$10,000	\$0	\$40,000		12/1/2009
37	State Criminal Alien Assistance Program - SCAAP 09	7/1/2007 - 6/30/2008	\$988,279	\$0	\$0	\$988,279		12/15/2009
37	Human Trafficking Law Enforcement Task Force	12/1/2009 - 9/30/2010	\$20,000	\$0	\$0	\$20,000		12/15/2009
23	Project Safe Neighborhoods	12/1/2009 - 12/31/2010	\$29,410	\$0	\$0	\$29,410	1	1/5/2010
			\$15,811,152	\$2,763,511	\$119,504	\$18,694,167	10.33	

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	12/22/2009	1/1/2010 - 12/31/2010	Pending
58	*Comprehensive Energy Assistance Grant Program			\$430,000		1/19/2010		Awaiting contract
Totals		\$28,888	\$28,888	\$487,776	4			

* Request is not a traditional permission to continue. Budget and expenditures will remain in the department's General Fund Budget until the contract is in place and reclassifications against the grant are processed.

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

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County 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. <i>The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.</i>	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. <i>Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.</i>	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. <i>FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.</i>	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) <i>Funds to be used for approx 39 water connections for Plainview Estates.</i>	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). <i>Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.</i>	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
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)	\$ -	\$ -	\$ 5,663,322	\$ 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	\$ 11,419,539	\$ 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

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). <i>Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration and Manor Police Department).</i>	\$ -	\$ -	\$ 877,234	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Criminal Justice Planning	National Initiatives: Adjudication Program (ARRA) <i>This grant is for 18 months of funding for an attorney and caseworker in the Mental Health Public Defender's Office. Travis County would be expected to continue this program after grant funding has ended.</i>	\$ -	\$ -	\$ 150,000	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ 150,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,249,447	TBD	\$2,249,447	TBD		\$ -		\$ -		\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. <i>One-time ARRA funding for lap tops for TCSO and one-time funding for a Victim Counselor, lap top computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.</i>	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from QJJD. <i>Includes 2 Grant FTE and may require a \$82,865 County contribution in FY 13 and the full impact of \$130,350 in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.</i>	\$ -	\$ -	\$ 122,222	\$ -	\$ 125,470	\$ -	\$ 130,350	\$ -	\$ 46,937	\$ 47,448	\$ -	\$ 130,350
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from CSAT. <i>Application must be submitted each year. Resources for treatment services and staff training. Full impact potential in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.</i>	\$ -	\$ -	\$ 199,820	\$ -	\$ 199,820	\$ -	\$ 199,766	\$ -	\$ 199,970	\$ -	\$ -	\$ 199,970
Facilities Management	American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation. <i>Grant is for one-time capital purchases to install solar panels at the Expo Center. Grant ends in 2011, but amounts shown assume full expenditures in FY 10. Expenditures for FY 11 will be updated based on progress of the program.</i>	\$ -	\$ -	\$ 2,000,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Totals		\$0	\$0	\$5,663,322	\$360,000	\$2,649,737	\$101,432	\$330,116	\$176,432	\$246,907	\$223,880	\$0	\$506,752

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS

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Outstanding Grant Applications

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact

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

GRANT SUMMARY SHEET

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

Department/Division:	Juvenile Probation Department
Contact Person/Title:	Ruthanne Shockley, Grant Coordinator
Phone Number:	854-7110

Grant Title:	Juvenile Drug Court and In-Home Family Services Program		
Grant Period:	From:	09/1/2010	To: 8/31/2011
Grantor:	Office of the Governor, Criminal Justice Division		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:				\$19,800		\$19,800
Operating:	\$178,200					\$178,200
Capital Equipment:						0
Indirect Costs:						0
Total:	\$178,200	\$0	\$0	19,800	\$0	\$198,000
FTEs:				.24		.24

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Applicable Depart. Measures						
Number of new enrollments in the program.	55	14	n/a	n/a	n/a	60
Number of Drug Court participants in the program	115	29	n/a	n/a	n/a	120
Number of youth assessed for eligible to participate in the Drug Court program	100	33	n/a	n/a	n/a	120
Measures For Grant						
Number of eligible program youth served using Graduated Sanctions approaches	120	27	n/a	n/a	n/a	120

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Outcome Impact Description	To demonstrate improved compliance to rules of probation and other outcomes of substance abusing juvenile offenders by maintaining accountability-based sanctions and increased family involvement in the supervision and treatment processes					
Number of new enrollments in the program.	55	14	n/a	n/a	n/a	60
Outcome Impact Description	To increase the number of drug court participants receiving substance abuse, case management and in home counseling services					
Number of participants in the program	115	29	n/a	n/a	n/a	120
Outcome Impact Description	To successfully identify potential candidates for the program.					
Number of youth assessed for eligible to participate in the Drug Court program	100	33	n/a	n/a	n/a	120
Outcome Impact Description	To improve access to substance abuse and co-occurring treatments and related services.					
Number of participants employed or enrolled in school at time of graduation (part time or full time).	38	10	n/a	n/a	n/a	40
Outcome Impact Description	To increase the number of participants that are employed or enrolled in school at graduation					
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program.	4	1	n/a	n/a	n/a	4
Outcome Impact Description	To improve educational and vocational competency of juveniles					
Number of participants that successfully complete the program	38	10	n/a	n/a	n/a	40
Outcome Impact Description	To increase the number of juveniles that are alcohol and drug free					
Number of program youth completing program requirements	38	14	n/a	n/a	n/a	40
Outcome Impact Description	To increase the number of juveniles that maintain a lifestyle free of alcohol and drug abuse					
Number of program youth who offend or reoffend	12	2	n/a	n/a	n/a	15
Outcome Impact Description	To reduce recidivism.					
Number of program youth with whom a best practice was used	115	29	n/a	n/a	n/a	120

Outcome Impact Description	To improve juvenile accountability.					
Number of programs / initiatives employing best practices	10	10	n/a	n/a	n/a	10
Outcome Impact Description	To increase community safety.					

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of a grant application with the Office of the Governor's Criminal Justice Division to enhance the department's existing Drug Court Program. The contract would provide \$178,200 in resources to contract with a provider for intensive in-home family services for the department's Drug Court participants.

The grant requires a county match of \$19,800, which is provided through the use of a portion of an existing County Drug Court FTE. No additional general funds are needed to meet the match requirement and grant does not require the program to be continued upon termination.

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

Travis County Juvenile Probation Department is requesting approval to submit a continuation application that requests \$178,200 in funding from the Criminal Justice Division, Juvenile Accountability Block Grant (JABG) Fund. TCJPD seeks funds that will allow an increase in the number of offenders who can participate in the existing Juvenile Treatment Drug Court program by increasing the availability of substance abuse services for participating youth and their families. Specifically, the grant application is for UA kits and contracted services. Through this grant, TCJPD will contract with a provider of intensive in-home family services. This collaboration will increase opportunities to improve the functioning of the juvenile's family system by engaging the family construct in more positive approaches to living. The project goal is to improve outcome for substance abusing juvenile offenders by improving family support and participation in treatment services for the offender.

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

There are no long term County funding requirements of this grant.

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

Yes, a 10 % match is required. General-funds from an existing position will be utilized for the required match as this staff member works 100% FTE on this grant. Total salary and benefits for this staff person is \$81,644. The match requirement of 10% for this grant application comes to \$19,800, which translates to approximately 24% or .24 cash to be matched with County funds (allocated through TCJPD General Fund).

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

There is no provision in this grant for indirect 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 Department intends to request subsequent year continuation funding for the contractual services through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the staff positions as well as other areas of Substance Abuse Services Division

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

N/A This is an established 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.

Improving family support and participation leads to improve outcome for substance abusing juvenile offenders. According to the most recent Annual Evaluation, a total of 55.9 (38/68) youth successfully completed the Juvenile Drug Court Program. These graduates were multiple offenders with a history of chronic substance use. The proposed project reflects the efforts as demonstrated under the Community Plan's funding priorities and supports the following: a continuation of the comprehensive assessment process; services for juveniles with both substance abuse and mental health treatment needs; and continuum of care initiatives, and research- and outcome-based programming.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Travis Gatlin, PBO
Senior Budget Analyst

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

THROUGH: Ruthanne Shockley
Ruthanne Shockley
Grant Coordinator

SUBJECT: 2297001 Drug Court and In-Home Family Services Expansion FY 11 Grant Application

DATE: January 25, 2010

Travis County Juvenile Probation (TCJPD) is requesting permission to submit a grant application to the Governors Office of Criminal Justice Division (CJD) in the amount of \$178,200.00. The grant requires a 10% cash match (\$19,800) which will be met through a portion of an existing staff salary paid through TCJPD general funds.

The Juvenile Accountability Block Grant (JABG) Program's purpose is to impact offender accountability and to improve the practices, policies, or procedures within the juvenile justice system including rehabilitating and educating youth who have been involved in the juvenile justice system so that future involvement in criminal activity is deterred. The goal of TCJPD Juvenile Drug Court is to improve outcome for substance abusing juvenile offenders by improving family support and participation in treatment services for the offender.

Please review this item and place it on the **February 9, 2010** Commissioner's Court agenda for their consideration and signature. Please contact Ms. Shockley at 4-7110 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney
Matt Naper, Financial Analyst, County Auditor
Barbara Swift, Deputy Chief
Gail Penney Chapmon, Division Director
Kathy Smith, Project Coordinator
Sylvia Mendoza, Division Director, Financial Services
Mike Williams, Financial Analyst
Grant File

RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that the Juvenile Drug Court and In-Home Family Services Program be operated; and

WHEREAS, the Commissioners of Travis County have agreed to provide the minimum matching percentage for the said project as required by the Office of the Governor, Criminal Justice Division, grant application; and

WHEREAS, the Commissioners of Travis County have agreed that in the event of loss or misuse of the Criminal Justice Division funds, all funds will be returned to the Criminal Justice Division in full.

WHEREAS, County Commissioners of Travis County designates Samuel T. Biscoe, County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners of Travis County approve the submission of the grant application for the Juvenile Drug Court and In-Home Family Services Program to the Office of the Governor, Criminal Justice Division.

Signed by: _____

SAMUEL T. BISCOE, County Judge

Passed and Approved this 9th of February 2010

Grant Application Number: **2297001**

Agency Name: Travis County

Grant/App: 2297001 **Start Date:** 9/1/2010 **End Date:** 8/31/2011

Project Title: Drug Court and In-Home Family Services Expansion

Status: Application Pending Submission

Eligibility Information

Introduction

The Criminal Justice Division (CJD) publishes funding opportunities, known as **Requests for Applications (RFA)**, through the Texas Secretary of State. Click [here](#) to visit the Secretary of State's website to locate the RFAs in the appropriate Texas Register issue.

In addition, CJD requires all applicants and grantee organizations to adhere to the *Texas Administrative Code (TAC)* as adopted. Click [here](#) to view the current TAC, or click [here](#) to view the previous versions of the TAC.

Submission Process

When applying for a grant pursuant to an **RFA** published in the *Texas Register* by CJD, applicants must submit their applications according to the requirements provided in the **RFA**. CJD may also consider applications for grants that are not submitted pursuant to an **RFA**. Applicants will be selected in accordance with *1 TAC, §3.7*.

Selection Process

All applications submitted to CJD are reviewed for eligibility, reasonableness, availability of funding, and cost-effectiveness. For applications submitted pursuant to an **RFA**, the executive director will select a review group, COG, or other designee to prioritize the applications and submit a priority listing to the executive director, who will render the final funding decision. A review group may include staff members, experts in a relevant field, and members of an advisory board or council. For more information regarding the selection process, see *1 TAC, §3.7*.

Funding Decisions

All grant funding decisions rest completely within the discretionary authority of CJD. The receipt of an application for grant funding by CJD does not obligate CJD to fund the grant or to fund it at the amount requested.

Neither the approval of a project nor any grant award shall commit or obligate CJD in any way to make any additional, supplemental, continuation, or other award with respect to any approved project or portion thereof.

CJD makes no commitment that a grant, once funded, will receive priority consideration for subsequent funding. For more information regarding the application process, see *1 TAC, §3.7* and *3.9*.

Adoptions by Reference

All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirement applies. For more information regarding grant funding, see *1 TAC, §3.19*.

Community Plans

Each community, consisting of a single county or a group of counties, must file with a COG a community plan that addresses the community's criminal justice priorities. A community plan should assess local trends and data; identify problems, resources, and priorities; develop effective strategies; and set goals and objectives. For more information regarding community plans, see *1 TAC*, §3.51.

Juvenile Justice and Youth Projects

Juvenile justice projects or projects serving delinquent or at-risk youth, regardless of the funding source, must address at least one of the priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding. For more information regarding these priorities, see *1 TAC*, §3.53.

Monitoring

CJD will monitor the activities of grantees as necessary to ensure that grant funds are used for authorized purposes in compliance with all applicable statutes, rules, regulations, guidelines, and the provisions of grant agreements, and that grantees achieve grant purposes. Grantees must make available to CJD or its agents all requested records relevant to a monitoring review. For more information regarding monitoring, see *1 TAC*, §3.2601.

Your organization's Texas Payee/Taxpayer ID Number:
746000192

Application Eligibility Certify:
Created on:12/8/2009 2:46:05 PM By:Michael Williams

Profile Information

Introduction

The **Profile Details** section collects information about your organization such as the name of your agency and project title, the geographic area your project will serve and information about your grant officials.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Email Addresses & Grant Officials Information

Designating Grant Officials Within your Application:

Enter a valid and unique email address for each grant official and click the **Verify Email and Set Official to the Project** button. If you receive an error message regarding an email address, the grant official you are trying to assign to the project has not registered for a user account in eGrants. Please inform the agency's grant official or designee that they must log in to the [eGrants Home Page](#), and register for a user account. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.


Updating Grant Officials on Active Grants:

To reassign a grant official - **Authorized Official**, **Financial Officer**, **Project Director**, or **Grant Writer** - to your grant project, ensure that the new official registers for a user account in eGrants **first**. Next, go to the Request Adjustment tab and check the box indicating you would like to Designate a New Grant Official, provide a brief explanation for the change in the Grant Adjustment Justification box, and then click the 'Create Adjustment

Request' button. This will open the Profile.Details tab allowing you to make the appropriate changes. After you have entered a valid email address for the new Official, go to the Certify.Adjustment tab and click on the 'Certify Adjustment' button to send your request to CJD for review. If your organization is designating a new Authorized Official, check your records to see if a revised Resolution is required. Upload the approved Resolution to your grant project on the 'Summary / Upload Files' sub-tab. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.

Getting Started

On this tab you will notice a certain icon that is displayed.

-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Applicant Agency Name: Travis County

Project Title: Drug Court and In-Home Family Services Expansion

Division or Unit to Administer the Project: Juvenile Probation Department/Special Services Division

Address Line 1: 2515 South Congress Avenue

Address Line 2:

City/State/Zip: Austin Texas 78704

Payment Address Line 1: P.O. Box 1748

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78767-1748

Start Date: 9/1/2010

End Date: 8/31/2011

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments

Headquarter County: Travis

Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe

Email: sam.biscoe@co.travis.tx.us

Address 1: Post Office Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9555 Other Phone:

Fax: 512-854-9535

Agency:

Title: The Honorable

Salutation: Judge

Project Director

User Name: Estela Medina

Email: estela.medina@co.travis.tx.us

Address 1: 2515 South Congress Avenue

Address 1:

City: Austin, Texas 78704

Phone: 512-854-7069 Other Phone:

Fax: 512-854-7097

Agency:

Title: Ms.

Salutation: Chief

Financial Official

User Name: Susan Spataro

Email: susan.spataro@co.travis.tx.us

Address 1: P.O. Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9125 Other Phone:
Fax: 512-854-6640
Agency:
Title: Ms.
Salutation: Ms.

Grant Writer

User Name: Michael Williams
Email: michael.williams@co.travis.tx.us
Address 1: 2515 South Congress Avenue
Address 1:
City: Austin , Texas 78704
Phone: 512-854-7011 Other Phone: 512-963-9196
Fax: 512-854-7097
Agency:
Title: Mr.
Salutation: Mr.

Grant Vendor Information

Introduction

The **Grant Vendor** section of the application collects grant payment information for your organization. The following items will be auto-filled from previous data you supplied in eGrants: Organization Type, State Payee Identification Number, and Data Universal Numbering System (DUNS) identifier (if applicable).

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Financial Management Tools


Texas Application for Payee Identification Number Form in [PDF](#) - 12/08/2009

Texas Direct Deposit/Advance Payment Form in [MS Excel](#) or [PDF](#) - 12/08/2009

IRS W-9 Form in [PDF](#) - 12/08/2009

Getting Started

On this tab you will notice a certain icon that is displayed.

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Organization Type: County

Organization Option: applying to provide juvenile prevention and / or intervention services

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 746000192

Data Universal Numbering System (DUNS): 030908842

Payment Address Line 1: P.O. Box 1748

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78767-1748

Narrative Information

Introduction

The **Narrative** section is the description of your project. It is important that the information you provide about your project is clear and as concise as possible.


Note: All applicants must certify to the eligibility requirements specific to the fund source. The minimum requirements to complete this page are the **Program Requirements, Problem Statement, Supporting Data, Goal Statement, and Project Summary** sections. We recommend that you complete any sections applicable to your project to assist in the application review process.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Getting Started

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Primary Mission and Purpose

The Juvenile Accountability Block Grant (JABG) Program's purpose is to develop programs that promote greater accountability in the juvenile justice system.

Funding Levels

The anticipated funding levels for the Juvenile Accountability Block Grant (JABG) program are as follows:

- Minimum Award - \$10,000
- Maximum Award - None
- The Juvenile Accountability Block Grant program requires a grantee match of at least 10%, which is calculated on the total project costs, not on the amount requested from CJD. The match requirement may be met through cash contributions only.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Local Advisory Board – Each unit of local government is required to establish an advisory board consisting of individuals representing police departments, sheriffs' offices, prosecutors, probation officers, juvenile courts, schools, businesses, and faith-based, fraternal, nonprofit, or social service organizations involved in juvenile

crime and delinquency. The local advisory board is responsible for the development of a coordinated enforcement plan for the use of grant funds based on an analysis of the local juvenile justice system. The analysis determines the most effective use of grant funds within the sixteen program purpose areas that apply to those grant funds. The plan serves as the project narrative and summary and should follow the general format of a project narrative and summary as outlined in this solicitation. In the space provided, enter the number of individuals representing each of the groups listed below.

Note: Although the **Local Advisory Board** section is not applicable to discretionary applicants, you must enter a numeric value in each box. Discretionary applicants should enter a zero ('0') in the boxes below.

Enter the number of advisory group members representing **Police Departments:**

0

Enter the number of advisory group members representing **Sheriff Offices:**

0

Enter the number of advisory group members representing **Prosecutors:**

0

Enter the number of advisory group members representing **Juvenile Courts:**

0

Enter the number of advisory group members representing **Schools:**

0

Enter the number of advisory group members representing **Businesses:**

0

Enter the number of advisory group members representing **Social Service Agencies** (e.g., faith-based, fraternal, non-profit, etc.):

0

Local Advisory Board Resolution - A Local Advisory Board Resolution form has been signed by members of the local juvenile justice advisory board and is on file with the application agency.

Note: The **Local Advisory Board Resolution** section is not applicable to discretionary applicants.

Juvenile Justice Board Priorities - Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed by the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Prevention and Early Intervention at First Offense - Fund programs or other initiatives designed to positively impact youth prior to their involvement in the juvenile justice system or at their first offense and divert them from a path of serious, violent and chronic delinquency. Programs may include support for school resource officers, alcohol and substance abuse education, mentoring and after-school programs.

Disproportionate Minority Contact (DMC) - Decrease DMC, which exists if minority youth have a higher rate of contact with the juvenile justice system than do non-Hispanic white youth. Fund programs or other initiatives designed to address the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.

Gang Prevention and Intervention - Fund programs that address issues related to juvenile gang activity and the recruitment of juvenile members. These issues include information sharing and prevention and intervention efforts directed at reducing gang-related activities.

Specialized Treatment Services - Fund programs that address the use and abuse of illegal substances, prescription and non-prescription drugs and alcohol. Counseling and professional therapy may also be provided to sex offenders and youth with anger management issues.

Juvenile Justice System Impact - Fund programs designed to impact offender accountability or improve the practices, policies or procedures within the juvenile justice system including rehabilitating and educating youth who have been involved in the juvenile justice system so that future involvement in criminal activity is deterred.

Waiver of Funds - Any entity receiving a local allocation may waive the ability to apply for funds and choose instead to waive the allocation to a larger or neighboring city, county or Native American tribe that will still benefit the waiving area's jurisdiction. The applicant agency is responsible for obtaining a completed JABG Waiver of Funds Form from each agency that chooses to waive its allocation to the applicant. CJD will not award any additional waived funds to the applicant organization until a completed JABG Waiver of Funds Form is signed and fax to CJD at (512) 475-2440 by the application submission deadline. The JABG Waiver of Funds Form is available [here](#) or can be downloaded from CJD's website at <https://cjdonline.governor.state.tx.us/updates.aspx>. In the space provided below, enter the name of the agency waiving funds, amount of funds waived, and the name of the waiving agency's authorized official.

Note: Although the **Waiver of Funds** section is not applicable to discretionary applicants, you must select a value in the box. Discretionary applicants should select not applicable ('N/A') in the box below.

Does this application include funds waived from another jurisdiction?

Select the appropriate response:

☐ Yes
☐ No
☒ N/A

If you selected **Yes** above, enter the name of the waiving agency and amount of waived funds (e.g., Anywhere County - \$25,000). If multiple jurisdictions are waiving funds to your agency, include the names and amounts for each agency.

Enter the name(s) and amount(s) for waived funds:

Drug Court Program Requirements

Drug Court programs that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code must incorporate the following ten (10) essential characteristics of drug courts noted below and codified in Texas Health and Safety Code §469.001 to be eligible for funding:

Ten Essential Characteristics

Integration of Services - The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.

Non-Adversarial Approach - The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.

Prompt Placement - Early identification and prompt placement of eligible participants in the program.

Access - Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.

Abstinence Monitoring - Monitoring of abstinence through weekly alcohol and other drug testing.

Compliance Strategy - A coordinated strategy to govern program responses to participants' compliance.

Judicial Interaction - Ongoing judicial interaction with program participants.

Evaluation - Monitoring and evaluation of program goals and effectiveness.

Education - Continuing interdisciplinary education to promote effective program planning, implementation, and

operations.

Partnerships – Development of partnerships with public agencies and community organizations.

General Approaches

- Pre-adjudication - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- Post-adjudication - The drug offender begins the drug court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- Reentry - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transition and reintegration into society.
- Civil - Participants enter the drug court program in relation to suits affecting the parent-child relationship, child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** this drug court will follow below.

Select all that apply:

- ☐ Pre-adjudication
- ☒ Post-adjudication
- ☐ Reentry
- ☐ Civil
- ☐ N/A

Observation – The drug court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one drug court staffing session and hearing, in Texas, prior to program implementation.

Policies and Procedures – The drug court will develop and maintain written policies and procedures for the operation of the program.

Information Sharing – The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

Jurisdiction - Provide the name of the court administering the Drug Court program (*e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court*). If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

n/a

Drug Court Date - If the Drug Court has commenced operations, provide the date that this Drug Court was established.

5/21/2001

Drug Court Type

- Adult - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).
- Family - Programs serving parents who enter the drug court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- Juvenile - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).

Select the type of drug court that will be operated:

- ☐ Adult
- ☐ Family

☒ Juvenile
☐ N/A

Will the drug court accept **DWI offenders**?

Select the appropriate response:

☒ Yes
☐ No
☐ N/A

Presiding Judge - The presiding judge of a drug court funded with Drug Court funds must be an active judge holding elective office or a master. Persons eligible for appointment may not be a former or retired judicial officer. Is the presiding judge of the drug court an active judge holding elective office or a master?

Select the appropriate response:

☒ Yes
☐ No
☐ N/A

Enter the name of the **Presiding Judge** for the Drug Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

The Honorable Texanna Davis

Enter the name of the **Drug Court Coordinator**. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Kathy Smith

Note: The Drug Court Coordinator usually monitors the operation of the Drug Court, supervises Drug Court staff, participates in Drug Court judicial staff meetings, prepares and oversees Drug Court contracts with service providers, maintains data on Drug Court operations, and communicates with legal staff, government officials, social service agencies, and the public regarding matters of the Drug Court.

Has the drug court ever applied for **federal funding**?

Select the appropriate response:

☒ Yes
☐ No
☐ N/A

Has the drug court ever received **federal funding**?

Select the appropriate response:

☒ Yes
☐ No
☐ N/A

If you selected **Yes** above, provide the federal award amount, grant period [mm/dd/yyyy to mm/dd/yyyy], and explain how CJD funds will be used to support or expand the project and not replace existing funds.

Enter the federal funding description:

Award amount- \$400,000 a year with a Grant Period 9/30/2006 to 9/29/2009 from the Department of Health and Human Services/ Substance Abuse Mental Health Administration. Federal Funding Description: The Family and Juvenile Treatment Drug Courts (Drug Courts) Grant Program is one of SAMHSA's Service Grants program. The purpose of Family and Juvenile Treatment Drug Courts grants is to provide alcohol and drug treatment,

wrap-around services supporting substance abuse treatment, assessment, case management, and program coordination to those in need of treatment drug court services. Priority for the use of this funding was given to address gaps in the continuum of treatment. The Travis County Juvenile Probation Department seeks funds from CJD to increase in the number of offenders who can participate in the Drug Court program by increasing the availability of substance abuse services for participating youth and their families. Specifically, the grant will allow Juvenile Probation to contract with a provider of intensive in-home family services. This collaboration will increase opportunities to improve the functioning of the juvenile's family system.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Dana Hess, Employment Specialist

Enter the Address for the Civil Rights Liaison:

Travis County Human Resources, 1010 Lavaca Street, Second Floor, Austin, TX 78701

Enter the Phone Number for the Civil Rights Liaison:

5128549165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under either the Juvenile Accountability Block Grant (JABG) Local or Discretionary Solicitations.

☒ **I certify to all of the above eligibility requirements.**

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

A large number of youth are using or abusing substances. Intervention, treatment, and case management are critical in the area of substance abuse when working with youth who are in contact with the juvenile justice system. These youth appear to cycle through the justice system creating a strain on the court system, probation department, the family, and the community at large; in the form of a repetitive pattern of drug use and criminal behavior. Compounding the problem is inadequate parenting and lack of parental involvement which increases a child's likelihood of engaging in delinquent behavior. The ability to demonstrate success with this population is contingent upon therapeutic services available to not only delinquent youth, but also their families.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

In FY05, substance abuse screenings conducted with juveniles referred to the Department determined that 43% (1206/2779) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. In FY06, substance abuse screenings determined that 45% (1030/2301) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. In FY07, substance abuse screenings determined that 46% (1227/2649) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. In FY 07, a total of 43.6% (17/39) youth successfully completed the Juvenile Drug Court Program. In FY08, substance abuse screenings determined that 44.4% (1093/2461) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. In FY08, a total of 47.4% (18/38) youth successfully completed the Juvenile Drug Court Program. In FY09, substance abuse screenings determined that 41% (927/2260) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. According to the most recent Annual Evaluation, a total of 55.9 % (38/68) youth successfully completed the Juvenile Drug Court Program. These graduates were multiple offenders with a history of chronic substance use. Improving family support and participation leads to improve outcome for substance abusing juvenile offenders.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Travis County FY09-FY10 Community Plan under Juvenile Justice Delinquency Prevention states in priority #5, "Program or other initiatives designed to provide prevention, intervention, and treatment services to at-risk youth". The proposed project reflects the efforts as demonstrated under the Community Plan's funding priorities and supports the following: a continuation of the comprehensive assessment process; services for juveniles with both substance abuse and mental health treatment needs; and continuum of care initiatives, research-based, and outcome-based programming.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The project goal is to improve outcome for substance abusing juvenile offenders by improving family support and participation in treatment services for the offender.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

n/a

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

n/a

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

A large number of youth are using or abusing substances. Intervention, treatment, and case management are critical in the area of substance abuse when working with youth who are in contact with the juvenile justice system. These youth appear to cycle through the justice system creating a strain on the court system, probation department, the family, and the community at large; in the form of a repetitive pattern of drug use and criminal behavior. Compounding the problem is inadequate parenting and lack of parental involvement which increases a child's likelihood of engaging in delinquent behavior. The ability to demonstrate success with this population is contingent upon therapeutic services available to not only delinquent youth, but also their families. Improving family support and participation leads to improve outcome for substance abusing juvenile offenders. According to the most recent Annual Evaluation, a total of 55.9 (38/68) youth successfully completed the Juvenile Drug Court Program. These graduates were multiple offenders with a history of chronic substance use. The proposed project reflects the efforts as demonstrated under the Community Plan's funding priorities and supports the following: a continuation of the comprehensive assessment process; services for juveniles with both substance abuse and mental health treatment needs; and continuum of care initiatives, and research- and outcome-based programming. TCJPD seeks funds that will allow an increase in the number of offenders who can participate in the Drug Court program by increasing the availability of substance abuse services for participating youth and their families. Specifically, the grant will allow TCJPD to contract with a provider of intensive in-home family services. This collaboration will increase opportunities to improve the functioning of the juvenile's family system

by engaging the family construct in more positive approaches to living. Upon acceptance into the Drug Court Program, youth will be supervised by the Travis County Juvenile Probation Officers (JPO), placed in an appropriate outpatient substance abuse program, and provided in-home family counseling services. The youth and a family member will go before the Judge weekly, or as determined by the phase of completion. The JPO makes up to 5 contacts weekly with the youth in school, at home, in the probation office, in the community, or at the substance abuse treatment location. Drug screens will be completed weekly. A range of services, sanctions, and incentives are blended together to enhance a successful outcome. Family support and participation in services is enhanced through in-home family counseling designed to strengthen the family.

Project Activities Information

Introduction






The **Project Activities** section of the application gathers information about the type of activities your project will incorporate.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Getting Started

On this tab you will notice certain icons that are displayed.

-  = a **pencil** icon - click on this icon to edit your selections.
-  = a **pencil** icon with a **red slash** through it - click on this icon to cancel your edits.
-  = a **red delete** icon - click on this icon to delete the item.
-  = a **diskette** icon - click on this icon to save your work. When this icon appears, it is your queue to save the item that you are working on; otherwise, your data will be lost.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Juvenile Justice Board Priorities

Select the Juvenile Justice Priority that best fits your project:

- ☐ Prevention and Early Intervention at First Offense
- ☐ Gang Prevention and Intervention
- ☐ Specialized Treatment Services
- ☒ Juvenile Justice System Impact

Drug Courts

Does your project have a Steering Committee that helps direct and enhance your court's operations?

- ☒ Yes
- ☐ No
- ☐ N/A

List the members of your drug court team and describe their role in supporting the participants.

The Juvenile Drug Court team consists of a Judge, an Assistant District Attorney, a Juvenile Public Defender, the Drug Court Coordinator, Juvenile Probation Officers, and Treatment Providers. The JDC team encourages participation by all of the team members during the team meetings and during court. The Judge is considered the drug court Team Leader, who is responsible for facilitating weekly reviews, supervise and reinforce treatment requirements and rules of probation. The Judge uses the Court as a therapeutic tool to support the improved and successful behavior of the juvenile offender. The Judge uses both sanctions and incentives to encourage compliance and successful completion of the drug court program. The Judge's role includes being the taskmaster, the head cheerleader, mentor and even special confidante. The Judge rewards successes during interaction with the youth and family and immediately employs sanctions for non-compliance. The Judge serves as mediator between the defense attorney and prosecutor to ensure that a team-effort is at the root of all decisions. Prior to status reviews, the Judge reviews treatment and probation data as generated in a report from an Access database by the Drug Coordinator or designee. The Assistant District Attorney (DA) serves as a member of the team and works cooperatively to assess cases that appear appropriate for the Drug Court program. The responsibility of the DA is to protect the public's safety by ensuring that each candidate is appropriate for the program and complies with all the drug court requirements. The DA will file petitions for program expulsions when deemed necessary, while taking a non-adversarial approach to serving as a drug court team member. The DA will participate in weekly hearings and will review treatment and probation data as generated in Access. The DA is a member of the screening team. The Juvenile Public Defender (JPD) has the responsibility to protect the participant's due process rights while encouraging full participation. The JPD serves the client by getting them to recognize the best outcome for an improved life not simply the best legal result. As a team member, the JPD uses a non-adversarial approach in order to help the client to remain compliant. The JPD regularly participates in weekly reviews; explains requirements to the youth and family. The JPD monitors sanctions imposed by the program. When a youth is successful, the JPD represents the youth at the final Court appearance. The JPD review treatment and probation data as generated in Access. JPD is a member of the screening team. Drug Court Coordinator is responsible to coordinating and monitoring the operation of the Drug Court, supervises Drug Court staff, participates in Drug Court judicial staff meetings, oversees Drug Court contracts with service providers, maintains data on Drug Court operations, and communicates with legal staff, government officials, social service agencies, and the public regarding matters of the Drug Court. Juvenile Probation Officers (JPOs) supervise all of the participants in the program to ensure that they are complying with all of the requirements of the program and court orders. JPOs conduct random urinalysis tests on participants, conduct field visits, home visits, school visits, treatment visits, office visits and curfew checks on participants based on their level of probation. Participate in weekly court reviews. The Treatment Representative is the liaison between substance abuse treatment and juvenile probation. The treatment providers are responsible for generating weekly treatment reports for the team and responding to the Drug Court team as the substance abuse treatment professional. The School Representative serves as a liaison for the Drug Court and the school district. The representative works to help the Drug Court overcome barriers and move to elicit cooperation throughout the school district. Provide the average caseload size for a full-time case manager/probation officer assigned to this project.

25

Provide your project's policy on drug testing participants.

Participants on level I in the program receive 3 random drug tests a week. Participants on level II in the program receive 2 random drug tests a week. Participants on level III in the program receive 1 random drug test a week. Describe the process you will use to determine your project's effectiveness.

Travis County Juvenile Drug Court effectively serves post-adjudicated juveniles with co-occurring disorders and substance abuse issues. The strength based program utilizes accountability by providing weekly reviews, intensive supervision, and immediate linkage of substance abuse services to increase the participation in treatment, education, and compliance with conditions of probation.

Provide the total cost for operating your project during the previous fiscal year. (This should include all salaries, travel, counseling, treatment services, office supplies, etc.)

554678

List the sources and amounts of non-CJD funding used to support this project during the previous fiscal year. (This may include local or state funds and any other charges to participants.)

Travis County Juvenile probation had a federal grant from SAMHSA budgeted for \$400,000 in fiscal year 2009 and the funding ended on 09/29/2009.

List the treatment resources used for this project (e.g., ATR, TAIP, in-house, etc.).

Association for the Advancement of Mexican America's (AAMA), Austin Child Guidance Center (ACGC), Austin Travis County Mental Health and Mental Retardation, Travis County Day Treatment Program, CHOICES, Choosing How I Live Life (C.H.I.L.L.), Clean Investments Counseling Center (CICC), Creating Lasting Family Connections (CLFC), Phoenix Academy, Providence of Texas, Riverside General Hospital, Houston Texas, Young Women's

Christian Association (YWCA), Youth Advocacy, Inc. (YAP), American Youth works, Work source, Austin Can Academy, Lifeworks, Eagle Academy, Nexus and Access to Recovery.

Fees collected by your County in accordance with Chapter 102.0178, Code of Criminal Procedure, for offenses found in Chapter 49, Penal Code (DWI) and Chapter 481, Health and Safety Code (controlled substances):

Provide the total collected in the previous fiscal year by your county. (The party responsible for collecting court assessed fees in your county may be the treasurer, county clerk, or district clerk.)

66957

Of the fees collected in your county, provide the amount that was directed to your project?

0

Describe how your project used those fees?

n/a

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Drug Court - Juvenile	100.00	The Travis County Juvenile Probation Department will screen and then assess youth through the Juvenile Assessment Center. Youth determined to be in need of substance abuse services, family services, and specialized supervision will be referred to the Drug Court Program. Upon acceptance into Drug Court Program, youth will be supervised by the Substance Abuse Supervision Unit, placed In-Home Family Counseling Services. Youth and a family member will go before the Judge weekly or as determined by the phase of completion. Travis County Juvenile Probation Officers makes up to 5 contacts weekly with the youth in school, at home, in the probation office, in the community, or at the substance abuse treatment location. Drug screens are completed weekly. A range of services, sanctions, and incentives are blended together to enhance a successful outcome. Family support and participation in services are enhanced through In Home Family Counseling designed to strengthen the family. After successful completion, graduation ceremonies are held and the community supporters as well as the team of professionals are invited to witness the commencement activity for the youth and family that successfully complete the Program and terms of Probation.

Geographic Area:

Travis County, Texas

Target Audience:

Substance abusing juvenile offenders

Gender:

Males and females

Ages:

Youth aged 10 through 17

Special Characteristics:

The Drug Court includes services to youth with substance abuse and co-occurring mental health problems.

Measures Information

Introduction

The **Project Measures** section of the application collects data to track the performance of your proposed project toward its stated objectives. Output measures demonstrate the level of activity of a project. Outcome measures





demonstrate the impact of a project in a targeted area, reflecting the extent to which the goals and objectives of the project have been achieved. Output and outcome measures displayed on this page correspond to activities selected or created on the **Activities** page.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Getting Started

On this tab you will notice certain icons that are displayed.

-  = a **pencil** icon - click on this icon to edit your selections.
-  = a **pencil** icon with a **red slash** through it - click on this icon to cancel your edits.
-  = a **diskette** icon - click on this icon to save your work. When this icon appears, it is your queue to save the item that you are working on; otherwise, your data will be lost.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of eligible program youth served using Graduated Sanctions approaches.	106	120
Number of new enrollments in the program.	55	44
Number of participants in the program. ("Participants" should include the number in the program at the beginning of the reporting period plus the number of enrollments - example: total number served.)	115	110
Number of people assessed for eligibility to participate in the program.	132	100

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
-----------------------	--------------	--------------

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
-----------------	--------------	--------------

Number of participants employed or enrolled in school at time of graduation (part time or full time).	18	18
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program.	3	4
Number of participants that successfully complete the program.	38	35
Number of program youth completing program requirements.	55	44
Number of program youth who reoffend.	8	12
Number of program youth with whom a best practice was used.	115	110
Number of programs / initiatives employing best practices.	10	10

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
------------------------	--------------	--------------

Documents Information

Introduction


The **Supporting Documentation** section of the application contains general grantee requirements. Please select or enter the appropriate responses in the areas below.

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Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the [resolution](#) from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- ☒ Yes
☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The Program Coordinator monitors contract compliance with the vendors used for professional services. This includes: conducting site visits; making weekly contacts with the vendors to monitor client services and progress; authorizing payments consistent with the contract documents; exercising remedies, as appropriate, where a contractor's performance is deficient; resolving disputes in a timely manner; and maintaining appropriate records.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

- ☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response:

- ☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2010

Enter the End Date [mm/dd/yyyy]:

9/30/2011

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

10974394

Enter the amount (\$) of State Grant Funds:

5573581

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

☒ Yes

☐ No

***Note:** Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.*

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2008

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;

- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- ☐ Type I Entity
- ☐ Type II Entity
- ☒ Type III Entity

Debarment

Each applicant agency will certify that it and its principles:

- 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 participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- 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 unenumerated in section 1.2(a) in the Certification and Assurances document cited above in the **Introduction**; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify
- ☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

Fiscal Capability Information

Introduction

This **Fiscal Capability** section of the application collects information from nonprofit corporations applying for CJD grant funds.

***Note:** If you are NOT a nonprofit corporation, this information is not applicable; therefore, the 'Printer Friendly' version will be blank for all information collected in the Fiscal Capability section.*

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
- ☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
- ☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes
- ☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Introduction

This **Budget** section of your application details budget line items for your proposed project. To create a new budget line item, click on the icon in the **New Budget Item** column. You will be directed to a different area on this page to make selections specific to the budget category. After making your selection, write a brief description of the line item in the **Expenditure Description** box and enter the amount of CJD funds, Cash Match, and if applicable, In Kind Match in the areas provided. In the percentage box, you can enter a percentage for Personnel or number of items to be purchased for Supplies and/or Equipment. When you have finished, click on the **Add New Budget Line Item** button. Repeat this process for each budget line item needed in each






budget category. If you need to edit your entries, click on the '+' icon to expand the budget grid. You will notice that a *pencil* icon will display after expanding the grid. Click on the *pencil* icon to be directed to the editing section on this page and follow the instructions in this area to complete your edits.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Getting Started

On this tab you will notice certain icons that are displayed.

-  = a **plus** icon – click on this icon to expand a list of items.
-  = a **minus** icon – click on this icon to collapse a list of items.
-  = a **new** icon – click on this icon to add a new item.
-  = a **pencil** icon - click on this icon to edit your selections.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Court Coordinator	Court Coordinator: Works directly with the Judge to ensure all activities for drug court are coordinated; this includes preparing dockets, scheduling and notifying all staff members of review hearings, meetings, and screenings. This staff person is also responsible for weekly statistical reports and ensures quality assurance. A portion of the general-funds salary for this	\$0.00	\$19,800.00	\$0.00	\$0.00	\$19,800.00	24

		existing position will be utilized for the required match as this staff member works 100% FTE on this grant. Total salary and benefits for this staff person is \$81,644. In order to meet the match requirement of 10 % for this grant, \$19,800 (approximately 24% or .24) has been calculated which represents a portion of salary and fringe benefits for this one staff person.						
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Urinalysis Kit- 1000 kits @ \$3.20 each for drug testing juveniles in the program	\$3,200.00	\$0.00	\$0.00	\$0.00	\$3,200.00	0
Contractual and Professional Services	Substance Abuse- Related Case Management, Counseling, Outpatient, and/or Treatment Services	Contracted Services will include case management, family strengthening and preservation counseling, problem solving, intervention, and case coordination of needed additional services. The contractor will also participate in multidisciplinary staff and administer strength based assessments of families. The contractual funds may also	\$175,000.00	\$0.00	\$0.00	\$0.00	\$175,000.00	0

		include in home services and substance abuse treatment for Drug Court clients.						
--	--	--	--	--	--	--	--	--

Source of Match Information

Introduction

The **Source of Match** section of your application collects information regarding the source and amount of **Cash Match** and **In Kind Match**. Please enter the description and amounts of match in the spaces provided below and select whether the item is 'Cash Match' or 'In-Kind Match'. After entering an item click on the **Add New Item** button. When an item has been added, it will appear in the 'Edit the Source(s) of Match Reported' table. You may edit each of the items added to this table by clicking on the 'pencil' icon. If you edited an item in the table, click on the 'diskette' icon to save your edited entries.



For further information regarding matching funds refer to *1 TAC*, §3.3; for program income refer to *1 TAC*, §3.73 and §3.87.

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Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Travis County Juvenile Probation Department General Funds	Cash Match	\$19,800.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$19,800.00	\$19,800.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$175,000.00	\$0.00	\$0.00	\$0.00	\$175,000.00
Personnel	\$0.00	\$19,800.00	\$0.00	\$0.00	\$19,800.00
Supplies and Direct Operating Expenses	\$3,200.00	\$0.00	\$0.00	\$0.00	\$3,200.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$178,200.00	\$19,800.00	\$0.00	\$0.00	\$198,000.00

Condition Of Fundings Information

DESCRIPTION	CREATED	MET	HOLD FUND
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You are logged in as **User Name:** GrantWriter

Office of the Governor

Request for Grant Applications for the Juvenile Accountability Block Grant Program

The Criminal Justice Division (CJD) of the Governor's Office is soliciting discretionary applications for projects that promote greater accountability in the juvenile justice system for the state fiscal year 2011 grant cycle.

Purpose: The purpose of the JABG Program is to reduce juvenile offending through accountability-based programs focused on the juvenile offender and the juvenile justice system.

Available Funding: Federal funds are authorized under the Omnibus Crime Control and Safe Streets Act of 2002, Public Law 107-273, 42 U.S.C. 3796 et seq. All grants awarded from this fund must comply with the requirements contained therein. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Funding Levels: No minimum or maximum funding levels.

Required Match: Grantees must provide matching funds of at least ten percent (10%) of total project expenditures. This requirement must be met through cash contributions.

Standards: Grantees must comply with the standards applicable to this funding source contained in the *Texas Administrative Code*, Title 1, Part 1, Chapter 3 (1 TAC Chapter 3).

Prohibitions: Grant funds may not be used to support the following services, activities, and costs:

1. proselytizing or sectarian worship;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official, except in the case of a juvenile court or drug court;
4. transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training;
5. vehicles or equipment for government agencies that are for general agency use;
6. weapons, ammunition, explosives or military vehicles;
7. admission fees or tickets to any amusement park, recreational activity or sporting event;
8. promotional gifts;
9. food, meals, beverages, or other refreshments unless the expense is for a working event where full participation by participants mandates the provision of food and beverages and the event is not related to amusement or social activities in any way;
10. membership dues for individuals;
11. any expense or service that is readily available at no cost to the grant project or that is provided by other federal, state or local funds (i.e., supplanting);
12. fundraising;
13. medical services; and
14. construction.

Eligible Applicants:

1. State agencies;
2. Units of local government including crime control and prevention districts; and
3. Native American Tribal Governments.

Requirements:

1. Projects must address one or more of the following JABG Purpose Areas:

Juvenile Drug Courts: This solicitation invites communities to propose the implementation of a juvenile drug court program, using best practices in substance abuse treatment.

2. In addition, all juvenile justice projects must address at least one of the following priorities:
 - a. Juvenile Justice Board Priorities - Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding:
 - b. Prevention and Early Intervention at First Offense - Fund programs or other initiatives designed to positively impact youth prior to their involvement in the juvenile justice system or at their first offense and divert them from a path of serious, violent and chronic delinquency. Programs may include support for school resource officers, alcohol and substance abuse education, mentoring and after-school programs.
 - c. Disproportionate Minority Contact (DMC) - Decrease DMC, which exists if minority youth have a higher rate of contact with the juvenile justice system than do non-Hispanic white youth. Fund programs or other initiatives designed to address the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.
 - d. Gang Prevention and Intervention - Fund programs that address issues related to juvenile gang activity and the recruitment of juvenile members. These issues include information sharing and prevention and intervention efforts directed at reducing gang-related activities.
 - e. Specialized Treatment Services - Fund programs that address the use and abuse of illegal substances, prescription and non-prescription drugs and alcohol. Counseling and professional therapy may also be provided to sex offenders and youth with anger management issues.
 - f. Juvenile Justice System Impact - Fund programs designed to impact offender accountability or improve the practices, policies or procedures within the juvenile justice system including rehabilitating and educating youth who have been involved in the juvenile justice system so that future involvement in criminal activity is deterred.

Project Period: Grant-funded projects must begin on or after September 1, 2010, and will expire on or before August 31, 2011.

Application Process: Applicants must access CJD's grant management website at <https://cjdonline.governor.state.tx.us> to register and apply for funding.

Preferences: Preference will be given to those applicants that demonstrate cost effective programs focused on proven or promising approaches to services provision.

Closing Date for Receipt of Applications: All applications must be certified via CJD's grant management website on or before February 12, 2010.

Selection Process: For state discretionary projects, applications are reviewed by CJD staff members or a review group selected by the executive director. CJD will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost effectiveness.

Contact Person: If additional information is needed, contact Ryan Clinton at ryan.clinton@governor.state.tx.us or (512) 463-1919.

TRD-200905423

Katherine Fite
Assistant General Counsel
Office of the Governor

Filed: November 23, 2009

(Source: 12/4/09 online issue of the Texas Register, <http://www.sos.state.tx.us/texreg/sos/in-addition/in-addition.html#407> , accessed 12/4/09)

GRANT SUMMARY SHEET

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

Department/Division:	County Attorney's Office, District Attorney's Office, Sheriff's Office, Constable Precinct 5
Contact Person/Title:	Karen Maxwell, TCSO Research & Planning
Phone Number:	854-7508

Grant Title:	Memorandum of Understanding for the Austin Travis County Family Violence Protection Team		
Grant Period:	From:	10/1/2010	To: 9/30/2012
Grantor:	The funding for the Austin Travis County Family Violence Protection Team comes from a grant award to the City of Austin from the US Department of Justice, Office of Justice Programs, Violence Against Women Grants Office.		
American Recovery and Reinvestment Act (ARRA) Grant		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	\$699,507			\$168,239		\$867,746
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	\$699,507	\$0	\$0	\$168,239	\$0	\$867,746
FTEs:	4.50					4.50

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	NS & MN	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures Applicable Depart. Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
# of felony family violence cases indicted (DA)	800					800
% of felony family violence cases completed (DA)	90%					90%
# of felony family violence strangulation cases indicted (DA)	100					110
# of protective orders filed (CA)	710					710

Measures For Grant						
# of felony family violence cases staffed with law enforcement (DA)	400					420
# family violence victims served (SO)	1300					1300
Outcome Impact Description	The co-location of the prosecutors with team members who have specialized family violence case expertise allows for effective and efficient staffing and review of more cases than would be possible for an intake prosecutor with a general caseload.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

The Travis County Sheriff's Office, District Attorney's Office, County Attorney's Office and Constable Precinct 5 request approval of the Memorandum of Understanding with the City of Austin and other partners to apply for two years of funding for the Family Violence Protection Team program. New personnel would be housed with the rest of the team at the Austin Police Department. The grant match is covered by personnel costs that are currently included in the Sheriff's Department General Fund budget. There are no continuing obligations to the County should funding not continue. PBO recommends approval of this MOU.

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

This request is for approval of a new Memorandum of Understanding Between the Collaborative Partners of the Austin/Travis County Family Violence Protection Team to be included with a grant application the City of Austin is submitting to the U.S. Department of Justice, Office of Justice Programs, Violence Against Women Grants Office. The grant would provide continued funding for the Family Violence Protection Team for FY2011 and FY2012.

The Family Violence Protection Team (FVPT) was founded in 1997 to create a comprehensive and coordinated approach to family violence. FVPT members include the Austin Police Department, Travis County Sheriff's Office, Travis County District Attorney's Office, Travis County Attorney's Office, SafePlace, Texas RioGrande Legal Aid and the Women's Advocacy Project. The City of Austin received a grant in 1997 that provided funding for most of the partners. In 2002, the City received a continuation grant that added funding to provide a part-time Assistant District Attorney.

In FY05, the City of Austin received a new Grant to Encourage Arrest Policies to continue FVPT's work in developing and strengthening effective responses to violence against women and encouraging the treatment of domestic violence and sexual assault as serious violations of criminal law. In addition to the full-time Assistant County Attorney and half-time Assistant District Attorney funded by the previous grant, the new grant included funding for a half-time Assistant County Attorney and a Detective in the Sheriff's Office. The City of Austin later received a supplemental budget award that continued the grant funding for these positions through September 30, 2008. In FY09 the grant was further enhanced with the addition of a victim witness counselor in the Sheriff's Office and an overtime allotment for the Constables Precinct 5 to serve temporary ex parte protective orders represented by the Travis County Attorney's Office.

The FY11-FY12 grant application includes funding requests for the following Travis County participants in FVPT:

- 1) Sheriff - 1 FTE detective - \$72,252 (34% grant funding/66% County funding)
1 FTE victim counselor - \$85,203 (75% grant funding/25% County funding)
- 2) County Attorney - 1.5 FTE attorneys - \$281,634
- 3) District Attorney - .5 FTE intake family violence attorney - \$130,418
.5 FTE intake family violence strangulation case attorney - \$124,000
- 4) Constable Precinct 5 - constable overtime pay - \$6,000

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

None.

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

The Sheriff's Office has budgeted funds to cover the remainder of the amount required for the FTE positions that are only partially funded by the grant.

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

Only salary and fringe benefits are allowed in the grant.

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

There is no County commitment to funding if the grant is discontinued. The work of the team would have to be absorbed back into the large general caseloads and handled by staff who do not have time to give specialized attention to domestic violence cases.

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

This is not a new program but a continuation and expansion of services previously provided by the Family Violence Protection Team.

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 full-time assistant county attorneys provide a comprehensive program for civil enforcement of protective orders and file and prosecute contempt cases for violations of the orders. The full-time Sheriff's Office detective investigates family violence cases that fall within the County's jurisdiction, provides assistance to the smaller municipalities and trains victim services and law enforcement personnel. The full-time victim counselor provides service referrals, safety planning and assistance for victims of domestic violence, sexual assault, and stalking. Precinct 5 Constables serve Temporary Ex Parte Protective Orders and escort the applicant from the residence if the respondent refuses to leave. Continuation grant funding is requested for the part-time assistant district attorney who staffs felony domestic violence cases with APD and TCSO law enforcement officers, presents felony family violence cases to the Grand Jury and participates in training for law enforcement, prosecutors, victim advocate groups and the community.

New grant funding is requested for a part-time assistant district attorney who will screen cases alleging strangulation, prepare and present strangulation cases to the grand jury, as well as assist in the prosecution of those cases in District Court. The new law that enhances penalties for assaulting a family member by strangulation or suffocation will increase the workload of the District Attorney's Family Justice Division.

The work of the assistant county attorneys is tied to three of the County Attorney's Office program measures: total protective order enforcement actions filed and number of assault family violence violation of protective order cases filed. The work of the detective in the Sheriff's Office allows for the incorporation of smaller agencies into the Family Violence Protection Team and adds valuable investigative assistance. The key program measure impacted by the victim counselor is the number of crime victims served. The work of the assistant district attorneys on the grant impacts the District Attorney's Office program measures: number of family violence cases indicted and % of family violence cases completed, # of felony family violence strangulation cases indicted, % of felony family violence strangulation cases completed.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcssheriff.org

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

January 28, 2010

MEMORANDUM

TO: The Travis County Commissioners Court

FROM: Karen Maxwell, Research & Planning *KM*

SUBJECT: Family Violence Protection Team Grant Application – MOU
Grant Period 10/1/2010 – 9/30/2012

Attached is a copy of the Memorandum of Understanding Between the Collaborative Partners of the Austin/Travis County Family Violence Protection Team for the upcoming application cycle of FY11-FY12. This team is a joint effort task force with the Austin Police Department, other governmental organizations, and non-profit organizations whose goal is to reduce the incidence of family violence in our community. This request is for the continuation of this program which has been funded by the United States Department of Justice – Office of Violence Against Women for the last six years.

The City of Austin will be submitting the grant application, and Family Violence Protection Team activities will be coordinated through SafePlace with City oversight.

The County Attorney's Office, Constable Precinct 5, District Attorney's Office and Sheriff's Office are all active members of this team. The grant application seeks funding in the amount of \$699,507 for these offices and departments for the two year grant cycle:

County Attorney	\$281,634 for 1.5 attorneys
District Attorney	\$254,418 for current .5 attorney, and a new .5 attorney
Sheriff's Office	\$157,455 for 1 detective and 1 victim witness counselor
Constable Precinct 5	\$6,000 for overtime for service of Protective Orders

As this is a City of Austin application, we are again required to execute a memorandum of understanding between the appropriate parties. We are requesting Court authorization for these elected officials to sign in execution of this MOU.

The Team has evolved over the years and continues to respond to the changing dynamics of family violence issues with innovative and efficient strategies to address the needs of these victims. While we have received grant funding from DOJ for this program for the past six years, the team has also worked toward sustainability of the program and has absorbed increasing percentages of overall costs related to the FTE's that are a part of this grant. We appreciate the continued support of the Travis County Commissioner's Court and look forward to continuing our services for victims of crime in Travis County. Please call me at extension 4-7508 if you have any questions.

xc: Katie Peterson
 Jim Connolly
 Matt Naper
 Nisha Sharma
 Michael Hemby

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COLLABORATIVE PARTNERS OF THE
AUSTIN/TRAVIS COUNTY FAMILY VIOLENCE PROTECTION TEAM**

This Memorandum sets forth the understanding among the partner agencies to the Austin/Travis County Family Violence Protection Team (the “Team”). The agreement evidenced by this Memorandum of Understanding is contingent upon the receipt of a grant award from the U.S. Department of Justice, Office on Violence Against Women (“OVW”) and any special conditions to, or different amounts of, a grant award from OVW and the approval of any such grant award by the City of Austin.

The partners of the Team are: Austin Police Department (“APD”); SafePlace; Travis County Sheriff’s Office (“TCSO”); Travis County Attorney’s Office (“TCAO”); Travis County District Attorney’s Office (“TCDAO”); Texas RioGrande Legal Aid (formerly, Legal Aid of Central Texas, “TRLA”); and, Travis County Constable Precinct 5 (“Constable”).

Brief History

Based on a community need to co-locate services for victims of domestic violence, as determined by the Austin/Travis County Family Violence Task Force, the City of Austin sought and received a Grants to Encourage Arrest Policies award from the Violence Against Women Grants Office (“VAWGO”) in 1997 to create the Team with all of the current partners, save TCDAO and the Constable. TCDAO formally joined the partnership as part of a continuation grant funded in October 2002. The Constable officially joined Team activities in the summer of 2008. The Team is continually evolving, with many of the members sharing office space and all members meeting on a regular, at times daily, basis. The Texas Advocacy Project (“TAP”), a Team partner through September of 2010, is working on a plan to enhance the civil legal services they currently provide victims. While a more holistic approach to serving victims of domestic

violence is needed in the Austin community, their plans are evolving outside the scope of the work for this grant-funded project. As such, this application does not include a request to continue funding for the TAP attorney position. The Team will continue to refer victims to TAP for services that do not focus on protective and emergency protective orders.

With this FY2010-2012 application, the Team will continue to enhance criminal investigations and prosecution by hiring a new part-time attorney and sustaining a full-time prosecutor, two part-time prosecutors, a part-time attorney, two victim counselors, a TCSO detective, a Team coordinator, a paralegal, and the services of the county constables. Since 1997, the primary focus of the Team has been domestic violence. A significant number of key personnel from each of the partner agencies have specialized in domestic violence issues since the inception of the team, and in some cases, for the duration of their lengthy careers. The resumes of key personnel are attached in a separate document and include the curricula vitae of all dedicated supervisors and directors. While efforts of partner agencies to investigate family violence incidents in the rural areas of Travis County and to conduct outreach and training of rural law enforcement have been successful over the last year, much more work needs to be accomplished. Outreach to rural communities will be enhanced by including services available through TRLA in formal presentations made across the County. The two new FVPT Victim Counselors will continue to effectively address the needs of victims throughout the entire Travis County service area. The Constable Precinct 5 will work with the Team in addressing the service of, and issues related to the service of, Temporary Ex Parte Protective Orders.

This application enables the non-profit partner agencies to continue providing the level of services that have been available to victims through the course of the Team's existence. The Team continually assesses victim needs and the changing dynamics of family violence to ensure

that the appropriate staffing and resources are available. The Team has opted to expand its services while proposing a highly cost-effective budget for existing personnel and one new part-time position that will greatly enhance the Team's regional efforts to combat domestic violence, sexual assault, dating violence, and stalking. Each of the partners will contribute costs related to Team positions, equipment, supplies, and resources. The total grant funding request for the 2010 – 2012 project period is \$1 million. While the salaries of grant-funded employees inevitably increase each year, Team partners have absorbed the majority of these costs into their operating budget and request minimal funding.

Roles and Responsibilities of Each Agency

Each partner accepts and supports the value of the role and contribution of every other partner and agrees to support the collaborative effort. This includes the commitment of resources to the Team and the sharing of information to the extent allowed by law. The partners also commit to an ongoing evaluation of the Team. Each agency agrees to accept and implement the roles and responsibilities described below, and all agencies agree to work together jointly to achieve the goals and objectives that are included in the grant application. All agencies agree to attend Team Staff, Supervisor, and Partner Director meetings. All agencies agree to present changes to the formation of the Team or location of the Team members at the Supervisor or Partner Director level before making final decisions. Each partner agency agrees to compile all required statistics and data for grant performance measures and progress reports, and will forward this information to the Project Coordinator fifteen (15) calendar days prior to the due date of each progress report. All agencies that receive funding agree to invoice the Austin Police Department on a monthly basis, and Austin Police Department agrees to reimburse all partner agencies within 30 days of the receipt of each monthly invoice, or as soon thereafter as

reasonably possible. Reimbursement of partner agencies shall be in accordance with the approved grant budget.

City of Austin Police Department (APD) - APD investigates family violence cases that occur within Austin, Travis County. APD has a large staff presence on the Team, including eight Victim Services Counselors, 15 detectives, two sergeants, and one Victim Services Supervisor who comprise APD's Family Violence Unit. APD will contribute the salary and benefits for 27 staff members (seven Victim Services Counselors, two Sergeants, 15 Detectives, a Victim Services Supervisor, a Lieutenant, and a Victim Services Manager). This application includes a request for \$139,132 that will allow APD to continue the salary of a dedicated victim counselor. The counselor provides counseling, conducts initial and follow-up sessions, completes safety planning, and assists victims of domestic violence and stalking with service referrals through the FVPT. The victim counselor provides training for law enforcement personnel and is responsible for working with all Team partners to submit all required grant progress reports. This application also requests \$15,000 in funding for travel and training costs of the entire FVPT.

The City of Austin serves as the fiscal agent for the grant and will be responsible for all programmatic and financial reporting requirements. The City of Austin will reimburse all of the FVPT partners for their costs, in accordance with an approved OVW budget. If awarded, the city will consider all costs associated with administering this grant an in-kind contribution.

SafePlace - SafePlace is the leading non-profit agency providing services in Travis County to domestic violence and sexual assault/abuse victims. SafePlace will *receive \$51,287 in grant funding for a Project Coordinator who is located at the Team 25 hours per week*, to be reimbursed at .37 FTE. SafePlace will contribute training, project staff and staff mileage to the project. SafePlace will contribute \$34,464 towards the full cost of the Project Coordinator

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position. The Project Coordinator is an integral member of the Team and acts as a highly effective liaison with FVPT partners and the Travis County community. The Project Coordinator will ensure the collection of complete and accurate statistics and performance measures from all partner agencies at least fifteen (15) calendar days prior to the progress report due dates. The Project Coordinator will then forward all statistics, performance measure data and narrative to the APD FVPT Victim Counselor twelve (12) calendar days prior to the progress report due dates. In support of the Team's goal to improve access to safety and counseling for domestic violence victims, SafePlace staff will continue to prioritize referrals from the Team for emergency shelter and counseling. Staff from the SafePlace Disability/Deaf Service programs, recognized as a national model, will provide training in 2011 and 2012 for all Team partners on effective response to crime victims with disabilities.

Travis County Sheriff's Office (TCSO) - TCSO investigates family violence cases that fall within the county's jurisdiction. TCSO will receive grant funding not to exceed \$157,455, *including: \$72,252 for a full-time detective, to be reimbursed at .34 FTE; and, \$85,203 for a Victim Counselor, to be reimbursed at .75 FTE.* The total cost for both positions for the 24-month period is \$325,694. The remaining \$168,239 in salary will be contributed by the Travis County Sheriff's Office. This represents a continued commitment by TCSO to absorb the grant-funded positions into their annual operating budget.

In addition, TCSO provides a second full-time detective working at the Team, .50 percent of a Sergeant's time to oversee casework and training, and .25 of a Lieutenant's time. This in-kind contribution is in excess of \$80,000. The detectives assist the smaller municipalities in rural Travis County with the follow-up investigative process associated with family violence offenses and provide assistance to the smaller municipalities in implementing "pro-arrest" protocols and

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improved techniques for collecting evidence and taking statements. In addition, TCSO provides the Team with meeting space and funds three full-time victim services personnel who focus on family violence.

Travis County Attorney's Office (TCAO) - TCAO offers assistance to victims of family violence in obtaining protective orders and prosecutes misdemeanor family violence offenses. TCAO will receive grant *funding not to exceed \$281,634, which includes \$177,832 for 1 FTE Protective Order Attorney* who will continue the organized program for civil enforcement of protective orders; and, *\$103,802 for a .5 FTE Intake Prosecuting Attorney position*, who is located at the Team 20 hours per week. The Intake Prosecuting Attorney staffs misdemeanor cases with APD and TCSO law enforcement officers and meets with victims who appear at the Team seeking protective orders.

TCAO will contribute the bar dues, law library, administrative support and office space at their office for the Protective Order Attorney. TCAO has a strong commitment to the Team, including one Chief prosecutor and one Director of the Family Violence Division, both of whom regularly attend Team meetings and trainings.

Travis County District Attorney's Office (TCDAO) - TCDAO prosecutes felony family violence offenses. TCDAO *will receive grant funding not to exceed \$254,418. Funding in the amount of \$130,418 (.5 FTE)* will compensate one part-time intake attorney who will be housed at the Team, staff felony domestic violence cases with APD and TCSO law enforcement officers, present felony family violence cases to the Grand Jury for indictment, and provide training on the legal aspects of family violence cases for law enforcement, prosecutors, victim advocate groups, and the community. The current .5 FTE is currently receiving support from two other prosecutors at TCDAO to assist with the heavy caseload. In order to process cases

promptly and effectively, some cases are being sent to prosecutors in the Family Justice Division of the District Attorney's office for review and presentation to the Grand Jury. *The TCDAO will also receive funding in the amount of \$124,000* to hire a new .5 FTE Assistant District Attorney to be responsible for the following: screening cases alleging strangulation, preparing strangulation cases for presentation to the grand jury, presenting strangulation cases to the grand jury, handling third degree strangulation cases in court, including making court appearances, handling pre-trial motions, handling jury trial, and other contested matters as scheduling permits. The new strangulation attorney will also be responsible for training other professionals on issues related to domestic violence strangulation.

TCDAO will continue to contribute the bar dues, office supplies, legal codes, continuing legal education costs, mileage reimbursement, and the supervisory, administrative and information technology support for the existing attorney and commits to the same contribution for the new position.

Texas RioGrande Legal Aid (TRLA) - TRLA provides legal representation and information to victims of domestic violence. TRLA will receive *grant funding not to exceed \$95,074: \$46,812 for a Civil Attorney (.42 FTE)* to represent victims seeking protective orders who are conflicted out of TCAO and *\$48,262 for a Paralegal (.40 FTE)* to provide intake into TRLA's legal services. The intake paralegal provides victims with information regarding vital wrap around services such as assistance with housing, social security, consumer, and public benefits issues. TRLA also maintains bi-lingual staff (Spanish) to assist with intake and referrals. TRLA clients also have access to a licensed social worker for further assistance. The social worker provides both case management services and follow-up sessions with Crime Victims Compensation applications.

Over the two-year grant period, TRLA is contributing approximately \$141,941 to this project. The resources contributed by TRLA include the services of a social worker (10% FTE) and intake paralegal (55% FTE), local bar dues, law library expenses, in-kind donation of office space, continuing legal education expenses, malpractice insurance, court costs and other litigation expenses, and administrative support for the project.

Constable Precinct 5 – The Constable is the most recent addition to this project. This application requests *\$6,000 in funding to continue to support the overtime services of this agency*. The overtime will be paid based on the Travis County Overtime policy per the Travis County employee code, chapter 10, section 10.004, which is estimated to be at an average overtime rate of \$35 per hour. The Constable Precinct 5 is responsible for service of all Temporary Ex Parte Protective Orders represented by the Travis County Attorney's Office. With this grant funding, the Constable will serve and enforce the protective orders, provide extended standbys for the victim and or will escort the applicant from the residence. In January of 2008, Temporary Ex Parte Protective Orders became enforceable provided the respondent was served personally. The Constable is contributing staff resources to enter the necessary information locally and notify local and surrounding law enforcement agencies once the service has been accomplished. This is necessary in order for law enforcement to be able to enforce the court orders. In addition, the Constable will continue to provide domestic violence training including service of protective orders to law enforcement agencies.

Planning and Development All partners played a vital and active role in the development of this application. This MOU was created by all partner directors following the December 2009 Director Meeting. Representatives from all partner agencies participated in the planning of the next phase of the Team. APD took primary responsibility for seeking all

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necessary approvals and developing the budget and project narrative with support from other agencies. SafePlace took primary responsibility for coordinating the series of planning meetings to prepare for the MOU and grant application. The Austin Police Department analyzed the Team's progress to date by collecting and analyzing the performance measures data. The planning, development, and implementation activities necessary for the smooth daily operation of the Team will continue to take place at the Project Supervisor and Director levels. Project Supervisors are those individuals at each Partner agency who supervise Team Staff (those individuals who provide direct services to victims of domestic violence). Partner Directors are those individuals at each Partner agency who make, or influence, the financial and long-range programmatic planning decisions for that Partner agency. Project Supervisors and Team Staff will continue to meet monthly. The Partner Directors will continue to meet quarterly.

The following signatures represent the commitment to participate in a collaborative partnership as outlined in this Memorandum of Understanding and in the application to the OVW for funding for the Team.

Art Acevedo, Chief of Police
Austin Police Department

Date

Greg Hamilton, County Sheriff
Travis County Sheriff's Office

Date

Rosemary Lehmberg, District Attorney
Travis County District Attorney's Office

Date

David Escamilla, County Attorney
Travis County Attorney's Office

Date

David Hall, Executive Director
Texas RioGrande Legal Aid

Date

Bruce Elfant, Constable
Travis County Constable Precinct 5

Date

Julia Spann, Executive Director
SafePlace

Date

GRANT SUMMARY SHEET

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

Department/Division:	58/54
Contact Person/Title:	Lisa Sindermann / Contract Specialist
Phone Number:	854-4594

Grant Title:	Atmos Energy Keeping the Warmth Program, Conservation & Energy Efficiency Program			
Grant Period:	From:	2/1/2010	To:	1/31/2011
Grantor:	Atmos Energy			
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:			\$4,000			\$4,000
Operating:			21,000			21,000
Capital Equipment:						0
Indirect Costs:						0
Total:	\$0	\$0	\$25,000	\$0	\$0	\$25,000
FTEs:						0.00

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	EH	
County Attorney	<input checked="" type="checkbox"/>	MG	

Performance Measures Applicable Depart. Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Number of referrals required to support Housing programs from emergency assistance centers includes all grant and general fund assistance programs	1,365	309	374 Projected	341 Projected	341 Projected	1,365
Measures For Grant						

63

# of Households receiving Atmos Energy Keeping the Warmth Program assistance	16	NA for this period	Minimal due to startup	8	8	16
Outcome Impact Description	This grant assistance provides minor weatherization materials, energy efficiency materials and services for qualified Atmos Energy low income customers living in Travis County. Assistance with this program should result in the lowering of their household energy costs.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

Health and Human Services has submitted a request to approve the annual contract for the existing Keeping the Warmth Program with the Atmos Energy Corporation. The weatherization program will provide conservation kits and a total of \$25,000 for other energy efficiency supplies and installation services to applicable residents that are customers of Atmos Energy.

There is no County match or long term commitment requirements of the program. PBO recommends approval.

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?

Atmos Energy has enhanced their existing Keeping the Warmth program this program year. This year's program enhancements allow qualified Atmos Energy customers who are at or below 200% of the federal poverty income guidelines assistance of up to \$1,500 per household by providing energy conservation, and minor weatherization materials and services. The funding apportioned for this program may be used by Travis County to purchase items such as water heater jackets, automatic thermostats along with other minor weatherization materials. The services that can be provided are gas heating tune-ups, gas safety and code compliance work in the household, duct replacement or repair, and gas water heaters. The program will promote the achievement of energy self-sufficiency for clients by the implementation of these measures in their households.

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

None

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

The grant does not require a match of any kind from the County.

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

All grant dollars are allocated for direct service assistance.

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

Yes

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

Atmos Energy is enhancing the program that was already implemented. The enhancements increased the amount of direct assistance to benefit those who receive the program services.

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

Travis County Health and Human Services and Veterans Service Family Support Services division staff will perform client eligibility interviews for assistance provided by this program and the other programs available through the department. The qualified clients will be referred to the department's Housing Services division. The staff from Housing Services will coordinate the installation of the energy conserving materials in clients' residences. This program funding may be used in conjunction with other weatherization assistance programs that are available and provide other home energy conserving materials and services. The impact of this program will have a lasting effect on the client's energy bills by reducing their household consumption and possibly their need for utility assistance.



RECEIVED
10 JAN 26 PM 3:51
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

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

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

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

Date: January 26, 2010

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: Acceptance of 2010 Keeping the Warmth, Conservation & Energy
Efficiency Program Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Atmos Energy for the Keeping the Warmth, Conservation & Energy Efficiency Program for 2010.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from Atmos Energy. The total grant funding for this contract will be \$25,000. Atmos Energy enhanced the program by allowing a higher amount per household for direct services. This year's program enhancements allow qualified Atmos Energy customers who are at or below 200% of the federal poverty income guidelines assistance of up to \$1,500 per household by providing energy conservation, and minor weatherization materials and services. The services and materials provided will be water heater jackets, automatic thermostats, gas heating tune-ups, gas safety and code compliance work in the household, duct replacement or repair and gas water heaters

Budgetary and Fiscal Impact: We will be able to use these Atmos Energy funds for direct services either for the purchase of energy conservation materials and supplies or for their installation. The funds for these items will be budgeted in the line items for contracted services and supplies. No matching funds are required for this grant. This contract period is 2/01/10 through 1/31/11.

Issues and Opportunities: We will be able to assist approximately 16 households with the recommended energy conservation and weatherization materials and services provided with these grant funds to further enhance their achievement of energy self-sufficiency. Coordination of the installation of some of these materials and services may be performed by the Housing Services Division. The department may utilize this program assistance in conjunction with other funds received for various weatherization programs to assist clients more effectively and efficiently.

Background: The department has been a recipient for the past four years of the Atmos Energy Share the Warmth program used for utility assistance.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst III, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., Travis County Purchasing Agent
Andrea Colunga Bussey, Division Director, Family Support Services
Deborah Britton, Division Director, Community Services
Lance Pearson, Housing Manager, Housing Services



**Conservation & Energy Efficiency Program
(Keeping the Warmth Program)**

This Conservation & Energy Efficiency Program Agreement ("**CEE Agreement**") is made, entered and effective as of the 1st day of February, 2010, ("**Effective Date**") by and between Atmos Energy Corporation, a Texas and Virginia corporation ("**Atmos**") and Travis County, a political subdivision of the State of Texas, ("**Agency**").

BACKGROUND:

Atmos has recently received approval to implement a Conservation & Energy Efficiency Program (the "**CEE Program**") to assist qualified Atmos customers in obtaining energy saving materials and supplies, either in-kind or through a purchase/reimbursement mechanism. The goal of the program is to allow qualified Atmos customers to implement energy savings measures to lower their energy utility bills.

Agency is organized, inter alia, to provide charitable assistance to qualified candidates who meet applicable County criteria.

Atmos and Agency may also be parties to the Share the Warmth Agreement (the "**Share the Warmth Agreement**") which provides charitable assistance to eligible persons in financial distress to meet natural gas energy related costs essential to their health and welfare. While some provisions of the CEE Program and the Share the Warmth Program are similar, they are intended to operate independently of each other.

Agency is willing and able to assist Atmos in implementing the CEE Program.

AGREEMENT:

In consideration of the mutual covenants hereinafter set forth, Atmos and Agency hereby agree as follows:

1. CEE Program

Atmos and Agency agree to assist each other in implementing the CEE Program, subject to the terms and conditions set forth below. It is understood that because the CEE Program is new and certain administrative aspects are still being worked out, Atmos reserves the right to change any part of the Keeping the Warmth Program upon reasonable notice to Agency. Atmos may engage a 3rd party to administer aspects of the CEE Program with written notice to Agency, and Agency will cooperate as reasonably necessary within the terms of this Agreement. Any change which amends any portion of this Agreement will be in writing and signed by both

Parties pursuant to Section 10.5 of this Agreement. If any changes are made by Atmos with which County cannot agree, County may terminate this Agreement with written notice to Atmos.

2. Funding the Keeping the Warmth Program

Atmos from time to time may allocate a portion of the funds it receives for the CEE Program (the "**CEE Funds**") to Agency, although Atmos shall have no obligation to do so. The CEE Funds allocated to Agency may be delivered to Agency in various ways, including one or more of the following:

2.1 Energy conserving materials and supplies obtained from approved suppliers/retailers, such as weather stripping, caulking, water heater blankets, automatic thermostats, and other devices and materials set forth on Exhibit "A," together with such other items approved in advance by Atmos from time to time ("**Approved CEE Materials**");

2.2 Cash, Vouchers or Gift Cards for the purchase of Approved CEE Materials;

2.3 Reimbursement for the purchase of Approved CEE Materials; and

2.4 Installation charges for any of the above.

All CEE Funds so allocated will be disbursed to Agency in the manner determined by Atmos and Agency will use the CEE Funds as provided herein. Upon a termination of this Agreement, Atmos may request that Agency refund to Atmos all CEE Funds not distributed by Agency or incurred (as evidenced by written invoice) by Agency as of the date of notice of termination. Agency will forward payment to Atmos within thirty (30) days of receipt of Atmos' request. Atmos reserves the right to cease distribution of Keeping the Warmth funds to Agency at Atmos' discretion with written notice to Agency.

3. Agency's Use of CEE Funds

The Agency shall have the sole right to determine who receives the CEE Funds (such person being a "**Beneficiary**") subject, however, to the following conditions and restriction

3.1 Beneficiaries must either qualify for heating bill assistance through LIHEAP ("**Financial Hardship Beneficiaries**"), or turn 65 in the calendar year in which the CEE Funds are provided ("**Senior Citizen Beneficiaries**") and also must meet income eligibility requirements as determined by County.

3.2 A Beneficiary must be the named person or full-time resident on the Atmos gas account for which assistance is being requested.

3.3 In no event shall the CEE Funds be used for the personal gain of any employee, officer, or director of Agency, or any family members of the same.

3.4 The maximum amount of CEE Funds available to any Beneficiary for the purchase of energy savings materials and supplies and all associated labor costs is one thousand five hundred dollars (\$1,500.00).

3.5 CEE Funds may only be used to purchase approved CEE Materials as set forth on Exhibit "A". CEE Funds expressly may not be used to pay for (i) blower door tests, (ii) fuel switching, unless Atmos has granted prior written authorization for such fuel switching, (iii) duct integrity testing, or (iv) repairs to or replacements of windows or walls. CEE Funds shall only be used to pay contractors that are duly licensed and bonded.

3.6 A Beneficiary will not be entitled to receive CEE Funds unless the Beneficiary has executed an information release form granting Atmos the right to share Beneficiary's payment history, account balance and other information with Agency and other parties. The release described above will be in the form attached hereto as **Exhibit "B"** and all original executed copies shall be kept on file at the offices of Agency (the "**Release**").

3.7 All information received by Agency from Atmos with respect to a Beneficiary (including, without limitation, payment history, account balance, address and personal information) shall be treated as confidential information and shall not be disclosed to any third party, other than as may be required by law or pursuant to the Release included in this Agreement.

4. CEE Report

4.1 Atmos may develop a Web-based program in connection with the CEE Program. In such event, Atmos may require Agency to use the designated website to execute on the CEE Program subject to Agency's applicable policy and procedures.

4.2 In the event the Web-based program is unavailable for any reason, Agency agrees to complete a CEE Report in the form and content provided by Atmos (the "**CEE Report**") and agreed to by Agency for each month during the term of this CEE Agreement. The CEE Report shall be sent to Atmos no later than the tenth (10th) day of the month following the month for which the report was prepared. Atmos may from time to time amend the form, content and information requested in the CEE Report by providing thirty (30) day advance written notice to Agency during which time the parties may negotiate such mutually agreeable changes. The monthly report is not required during period when Agency does not have Keeping the Warmth Funds available to disburse to Beneficiaries.

5. CEE File

Agency will maintain a file and record of each and every transfer of CEE Funds. Such file shall contain, without limitation, the following.

5.1 A copy of all checks evidencing monies received from Atmos or third parties or in conjunction with the CEE Program; and

5.2 A copy of all back-up documentation (e.g., invoices, receipts, etc.) evidencing the application of CEE Funds as set forth in Section 2.

5.3 A copy of the signed Release form.

5.4 Any other records deemed necessary by Agency.

6. Right to Audit.

Atmos and its designated agents, representatives, accountants and attorneys shall have full access, at all reasonable times, to the properties, books and records of Agency related to this Agreement for examination of Agency's administration of CEE Funds and compliance with Section 7 below; provided however, this Section shall not be interpreted as granting Atmos the right to control how Agency determines which Beneficiaries will be entitled to receive CEE Funds (except as expressly provided herein) or how Agency governs its day to day business.

7. Compliance with Codes

Agency represents that either:

7.1 It is a state, county, or municipal agency whose authorized functions include providing assistance to qualified individuals according to the criteria developed for this Agreement; or

7.2 it is and shall continue to be during the term of this Agreement an organization described in Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may be amended from time to time (the "**Code**"), is exempt from federal income taxes under Section 501(a) of the Code, and contributions to Agency are deductible from federal income taxes of the donor, within limits and guidelines of Section 170 of the Code. Agency covenants and agrees that it will take no action or omit to perform any act that will prejudice its status under said provisions of the Code.

Agency will immediately notify Atmos if at any time during the term of this Agreement any of the representations made in this Section cease to be true.

8. Non-exclusive Agreement

Agency acknowledges that Atmos may enter into one or more agreements with other charitable organizations, including charitable organizations located within Agency's service area, pursuant to which such organization will be eligible to participate in Keeping the Warmth. If Atmos enters into other agreements within the Travis County service area, data will be maintained to prevent duplication of services to any single client from multiple sources.

9. Term and Termination

The term of this Agreement is for one year beginning on the Effective Date and ending one year thereafter. This Agreement shall automatically renew for successive one year periods.

Either Agency or Atmos may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

10. Miscellaneous

10.1 Governing Law. This Agreement will be governed by the laws of the State of Texas without regard to conflicts of laws principles. It is expressly understood that any lawsuit, litigation or dispute arising out of or relating to this Agreement will take place in Travis County and the City of Austin.

10.2 Waiver. The rights and remedies of the parties to this CEE Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power or privilege under this CEE Agreement will operate as a waiver of such right, power or privilege. No single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this CEE Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this CEE Agreement.

10.3 Binding Effect; Delegation of Duties Prohibited. This CEE Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including any entity with which the Atmos may merge or consolidate or to which all or substantially all of its assets may be transferred. The duties and covenants of the Agency under this Agreement, being personal, may not be delegated.

10.4 Notices. Whenever it is provided in this CEE Agreement that any notice, demand, request, consent, approval, declaration or other communication be given to or served upon any of the parties by another, such notice, demand, request, consent, approval, declaration or other communication will be in writing and will be deemed to have been duly given (i) when received if personally delivered, (ii) when transmitted if transmitted by telecopy (except that telecopies transmitted after 5:00 p.m. in the recipient's time zone will be deemed delivered the next business day), electronic or digital transmission method, (iii) the business day after it is sent, if sent for next business day delivery to a domestic address by a nationally recognized overnight delivery service (i.e. Federal Express) and (iv) three business days after it is sent, if sent by certified or registered mail, return receipt requested. In each case notice will be sent to:

If to the Atmos: Randy Beard
 Atmos Energy Corporation
 5420 LBJ Freeway, Suite 1822
 Dallas, Texas 75240

If to Agency Sherri E. Fleming, Executive Manager/or her successor
 Travis County Health and Human Services and Veterans Service

P.O. Box 1748
Austin, TX 78767

or at such other address as the intended recipient will from time to time designate by written notice delivered in accordance herewith.

10.5 Entire Agreement; Amendments. This CEE Agreement contains the entire agreement between the parties with respect to the CEE Program, but does not otherwise impact the CEE Program (if applicable). This CEE Agreement may not be amended orally, but only by an agreement in writing signed by each of the parties hereto. It is acknowledged by Atmos that no officer, agent, employee or representative of County other than the Commissioners Court has any authority to sign any document or make any agreement obligating County.

10.6 Section Headings and Construction. The headings of Sections in this CEE Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" refer to the corresponding Section of this CEE Agreement unless otherwise specified. All words used in this CEE Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

10.7 Severability. If any provision of this CEE Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this CEE Agreement will remain in full force and effect. Any provision of this CEE Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10.8 Counterparts. This CEE Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this CEE Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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

10.10 Independent Contractor. Atmos and Agency agree that the parties enter into this agreement as independent contractors and that each assumes all of the rights, obligations and liabilities applicable to that party as an independent contractor.

10.11 Public Purpose. By execution of this Agreement, Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this agreement constitute a significant public concern impacting members of the indigent population which the County serves, and that services provided under this agreement

will further the public purpose of addressing those health and human services issues, problems and needs.

IN WITNESS WHEREOF, the parties have executed and delivered this CEE Agreement as of the date above first written above.

ATMOS ENERGY CORPORATION
a Texas and Virginia corporation

TRAVIS COUNTY

By: _____
Randy Beard
Energy Assistance Program Manager

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

Date: _____

EXHIBIT A

List of Approved Keeping the Warmth Materials

- 1) Caulking
 - a. Must be installed without gaps or large excesses
- 2) Weatherstripping
 - a. Apply weatherstripping snugly against both surfaces. The material should compress when the window or door is shut.
- 3) Window Kits
 - a. The approved "Atmos Energy Kits" will continue to be distributed. However, they will be phased out over time. After the kits have been distributed, no more kits will be given out.
- 4) Wall Outlet Covers
- 5) Water Heater Jackets
 - a. Water heater jackets must have an R-value of at least R-6.7. This estimate applies to all weather regions.
 - b. Manufacturer's instructions of the water heater jacket and the water heater itself should be followed. Thermostat and heating element access panels must be left uncovered.
- 6) Clock Thermostats
 - a. Must be installed up to current specifications
 - b. Must be an upgrade from the customer's current thermostat
- 7) Gas Heating Tune-Up
 - a. Replace with high efficiency units only: Gas heating appliances ER=.85 (ER= Energy Ratio)
 - b. Tune-UP should include but not limited to:
 - i. Required maintenance on gas heater to get it working properly
 - ii. Required maintenance on gas heater to get it up to current code specifications
- 8) Insulation - Ceiling and/or Floor
 - a. Ceiling Insulation
 - i. A ceiling insulation level of R-30 is recommended throughout Texas as prescribed by DOE. The combined R-values of the existing insulation and the insulation being added should total R-309.
 - b. Floor Insulation
 - i. Coverage
 - a. All areas not occupied by ducts, plenums or other obstructions shall be insulated
 - b. R-Value shall be a minimum of R-15
- 9) Gas Water Heaters
 - a. Acceptable Materials
 - i. Minimum life expectancy of 10 years
 - ii. Must be capable of continuous operation at 180 degrees Fahrenheit
 - iii. Must have a flame spread rating of 150 or less and a smoke density of 50 or less
 - b. Coverage
 - i. Insulate hot and cold water pipes
 - ii. In conditioned space, insulate first 5' leading away from tank (if no obstruction exists)

- iii. In unconditioned space, insulate all accessible pipes leading to conditioned space
 - iv. On gas units, water pipes must be insulated to within 3" of exhaust vent
 - v. Cover all elbows or curved pipe without compressing insulation or leaving gaps
 - vi. Elbows should be 45 degrees mitered to form fit all pre formed insulation
- 10) Gas Heaters
 - a. Must be up to date with current code specifications
 - b. Must have an Energy Ratio of at least .85
- 11) Gas Piping - Customer Owned
 - a. Piping must be owned by the customer
 - b. Pipes should be repaired to meet current code specifications
 - c. Piping should not be insulated
- 12) Gas Yard Line - Customer Owned
 - a. Yard line must be owned by the customer
 - b. Must be up to code specifications
- 13) Gas Safety & Code Compliance Work
 - a. All repairs must fall within regulations of current code specifications
 - b. Measures taken must allow for appliance or piping to fall within current OSHA guidelines
- 14) Duct Replacement and/or Repair
 - a. Materials used should be long-lasting materials, e.g., mastics, tape-applied mastics, UL 181 foil tape with mastic applied over it, and/or aerosol-based sealants, to reduce total leakage rates to less than 10% of total air handler fan flow.

EXHIBIT B

Release of Information

See attached

Agreement Concerning the Use of Account Information
And
Release of Atmos Energy Corporation

Conservation & Energy Efficiency Program

You have requested financial assistance from an agency (an “Agency”) that participates in the Conservation & Energy Efficiency program (the “Program”) sponsored by Atmos Energy Corporation (“Atmos Energy”). Your eligibility to obtain financial assistance from the Program (the “CEE Funds”) is conditioned upon your acceptance of the terms and conditions contained or referenced in this agreement (the “Agreement”). Please read this Agreement carefully.

Sharing of Customer Information

By accepting the terms of this Agreement, you are authorizing Atmos Energy to share your customer information with an Agency to facilitate the pledge of CEE Funds. The customer information that Atmos Energy will share with an Agency may include your current and former name(s), account number, payment history, street address, gas usage, and any other information Atmos Energy may have in its possession. This may include information that you consider confidential or private. All Customer information referred to in the preceding sentence is defined as the “Customer Information.” You understand that sharing of such Customer Information with and Agency may make that information subject to release by that Agency according to applicable laws.

Release and Indemnity

YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD ATMOS ENERGY, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES AND AGENCY, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES, HARMLESS FROM ALL LIABILITIES, CLAIMS AND EXPENSES, INCLUDING ATTORNEY'S FEES, FROM CLAIMS RELATING TO OR ARISING UNDER THE PROGRAM OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE DISCLOSURE OF YOUR CUSTOMER INFORMATION TO AN AGENCY, OR AN AGENCY'S SUBSEQUENT USE AND/OR DISCLOSURE OF YOUR CUSTOMER INFORMATION. THIS RELEASE AND INDEMNIFICATION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR THE CEE AGREEMENT.

Limitation of Liability

NEITHER AGENCY NOR ATMOS ENERGY SHALL BE LIABLE TO YOU IN ANY WAY FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ACTUAL, DIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, LOST PROFITS, LOSS OF REVENUE, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT THE PROGRAM OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE DISCLOSURE OF YOUR CUSTOMER INFORMATION TO AN AGENCY, OR AN AGENCY'S SUBSEQUENT USE AND/OR DISCLOSURE OF YOUR CUSTOMER INFORMATION.

Reservation of Rights

Atmos Energy and Agency reserve the right to modify in part or in whole, or temporarily or permanently discontinue the Program for any reason and at anytime without notice

Jurisdiction

This Agreement shall be construed in accordance with the laws of the state of Texas. All disputes arising from your use of this Website or under this Agreement, shall be resolved in a court located in Dallas County, Texas, without reference to conflict of laws or choice of laws statutes.

ACCEPTED AND AGREED:

Printed Name: _____

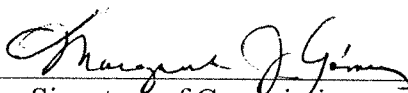
TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

16

Voting Session: February 9, 2010

I. A. Request made by: Margaret J. Gómez Phone #: 854-9444
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE CAPITAL AREA RURAL TRANSPORTATION SYSTEM (CARTS) TO RATIFY REAPPOINTMENT OF DEBBIE INGALSBE TO REPRESENT CARTS ON THE LONE STAR RAIL DISTRICT BOARD THROUGH FEBRUARY 2012.

C. Approved by: 
Signature of Commissioner or Judge

RECEIVED
COUNTY JUDGE'S OFFICE
FEB-2 PM 2:28

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

___ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00pm on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

LONE STAR RAIL DISTRICT

MEMORANDUM

Via e-mail

To: Appointing Jurisdictions

City of Austin	Bexar County	Capital Metropolitan Transportation Authority
City of San Antonio	Hays County	Texas Department of Transportation
City of San Marcos	Travis County	
City of Schertz	Williamson County	

From: Alison Schulze, AICP, Rail District Administrator/Senior Planner

Date: December 9, 2009

Re: Appointment of Members to Lone Star Rail District Board of Directors

This memo serves to notify appointing jurisdictions that their current representative's term on the Lone Star Rail District (formerly Austin-San Antonio Rail District) Board of Directors will expire February 1, 2010. In December 2007, in accordance with the Rail District's statutory authority, the Board of Directors adopted staggered terms so that one-half of the Board members' terms expire each year. The terms of the Board members listed below will expire on February 1, 2010. Newly appointed Board members will serve a two-year term that runs from February 1, 2010 to February 1, 2012. **All Board members are eligible to serve another two-year term, and all Board members remain on the Board until they or another representative is appointed by the jurisdiction.**

Section 3 of the Rail District's statutory authority regarding Board composition and staggered terms is attached for reference. We request the jurisdictions listed below appoint members to the Rail District Board by February 2009, and notify the Rail District when the appointment is made.

We appreciate your attention and action on the appointments listed below. If you need additional information, please contact me by phone (512/589-2709) or by e-mail (AMSchulze@LoneStarRail.com).

The following Board members' terms expire February 1, 2010:

APPOINTING JURISDICTION	CURRENT BOARD MEMBER
City of Austin	Councilmember Sheryl Cole
City of San Antonio	Councilmember John Clamp
City of San Marcos	Councilmember John Thomaides
City of Schertz	Mayor Hal Baldwin
Bexar County (appoint member to represent Alamo Regional Transit)	AACOG Executive Director Gloria Arriaga
Hays County	Commissioner Will Conley
Travis County (appoint member to represent Capital Area Rural Transportation System [CARTS])	CARTS Board Member Commissioner Debbie Ingalsbe
Williamson County	County Judge Dan A. Gattis
Capital Metropolitan Transportation Authority	Mayor John Cowman
Texas Transportation Commission	Tullos Wells

LONE STAR RAIL DISTRICT

Rail District Enabling Legislation As Amended 2009

Vernon's Texas Civil Statutes
Title 112
Chapter 13—Miscellaneous Railroads

Article 6550c-1. Intermunicipal Commuter Rail Districts

Section 3: BOARD

Sec. 3. (a) A district is governed by a board of directors. The board is responsible for the management, operation, and control of the district.

(b) The board is composed of the following members:

(1) two public members appointed by the commission;

(2) one elected member of the governing body of each political subdivision that has become a part of the district under Section 2 of this article;

(3) one elected member appointed by the regional planning organization of which a creating municipality is a part;

(4) one member appointed by each creating municipality to represent the business community of the municipality;

(5) one member appointed by each authority created under Chapter 451, Transportation Code, that serves a creating municipality;

(6) one member appointed by each county in which a creating municipality is located to represent transportation providers that provide service to rural areas in the county;

(7) one member appointed by each entity that has become a part of the district under Section 2 of this article; and

(8) one member appointed by all other board members to represent all municipalities in the district that do not otherwise have representation on the board and who shall be an elected official of one of those municipalities.

(c) If a vacancy occurs on the board, a successor shall be appointed or elected in the same manner as the original appointment or election. Each member serves a staggered two-year term with as near as possible to half of the members' terms expiring February 1 of each year. If one or more members are added to the board, the board members other than the new members shall determine the lengths of the new members' terms so that one-half, or as near one-half as possible of the members serve terms expiring each year.

#16

From: Sam Biscoe
To: Melissa Velasquez
Date: 2/1/2010 3:02 PM
Subject: Fwd: CARTS Appointment to Lone Star Rail District Board of Directors
Attachments: Samuel T. Biscoe, CARTS LSRD Appointment 020110.pdf

Backup for 2-9-10.

>>> "Dave Marsh" <dave@ridecarts.com> 2/1/2010 12:00 PM >>>

Judge Biscoe:

I have enclosed the letter indicating the CARTS Board of Directors choice for its appointment to the referenced Board.

I understand the item is slated for action at your February 9th meeting.

If you need additional information or action from CARTS on this subject please let me know.

Thanks.

David L Marsh, General Manager

Capital Area Rural Transportation System

2010 East Sixth Street



CAPITAL AREA RURAL TRANSPORTATION SYSTEM

2010 East Sixth Street, Austin, Texas 78702 / P.O. Box 6050, 78762
512 481 1011 / Fax 512 478 1110 / everyone@ridecarts.com

February 1, 2010

Honorable Samuel T. Biscoe
County Judge
Travis County
Post Office Box 1748
Austin, Texas 78701-1748

RE: CARTS appointment to Lone Star Rail District Board of Directors

Dear Judge Biscoe:

The CARTS Board of Directors appointed from its members Commissioner Debbie Ingalsbe of Hays County to represent CARTS on the referenced Board.

The CARTS Board asked that I point out that Commissioner Ingalsbe will represent CARTS, not Hays County, on the Lone Star Rail District Board.

If I can provide additional information, or if additional action is needed to process this request please let me know.

Thanks for your continued assistance.

Sincerely,

A handwritten signature in dark ink, appearing to read "David Marsh", is written over the word "Sincerely,".

David Marsh, General Manager
CARTS

Cc: Commissioner Karen Huber
Commissioner Margaret Gomez
Lone Star Rail District

Travis County Commissioners' Court Agenda Request

Meeting Date: February 9, 2010

RECEIVED
COUNTY JUDGE'S OFFICE
10 FEB -2 PM 1:19

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY ACTIVITIES SURROUNDING THE 2010 CENSUS, INCLUDING:

- A. EXPLANATION OF THE IMPORTANCE OF THE CENSUS TO TRAVIS COUNTY
- B. OVERVIEW OF AUSTIN-TRAVIS COUNTY COMPLETE COUNT COMMITTEE ACTIVITIES
- C. SUMMARY OF ACTIVITIES PLANNED BY TRAVIS COUNTY DEPARTMENTS AND INDEPENDENT ELECTED OFFICIALS

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

NONE APPLICABLE.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Rodney Rhoades, Executive Manager
Planning and Budget Office
Phone: 854-9106
Email: rodney.rhoades@co.travis.tx.us

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

David Escamilla
County Attorney
Phone: 854-9415
Email: David.Escamilla@co.travis.tx.us

Sherri Fleming, Executive Manager
Health and Human Services
Phone: 854-4101
Email: Sherri.Fleming@co.travis.tx.us

Cyd Grimes
Purchasing Agent
Phone: 854-9700
Email: CYD.GRIMES@co.travis.tx.us

Nelda Wells Spears
County Tax Assessor-Collector
Phone: 854-9473
Email: Nelda.Spears@co.travis.tx.us

Amalia Rodriguez-Mendoza
District Clerk
Phone: 854-4990
Email: Amalia.Rodriguez-Mendoza@co.travis.tx.us

Dana DeBeauvoir
County Clerk
Phone: 854-9211
Email: Dana.DeBeauvoir@co.travis.tx.us

Danny Hobby, Executive Manager
Emergency Medical Services
Phone: 854-4416
Email: danny.hobby@co.travis.tx.us

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Joe Gieselman, Executive Manager
Transportation and Natural Resources
Phone: 854-9383
Email: JOE.GIESELMAN@co.travis.tx.us

Roger Jefferies, Executive Manager
Justice and Public Safety
Phone: 854-4415
Email: ROGER.JEFFERIES@co.travis.tx.us

Susan Spataro
County Auditor
Phone: 854-9125
Email: Susan.Spataro@co.travis.tx.us

Dolores Ortega-Carter
County Treasurer
Phone: 854-9365
Email: Dolores.Ortega@co.travis.tx.us

Debra Hale
Courts Management Director, Criminal Courts
Phone: 854-9432
Email: Debra.Hale@co.travis.tx.us

Peg Liedtke
Director of Courts Management, Civil District Courts
Phone: 854-9364
Email: Peg.Liedtke@co.travis.tx.us

Major Darren Long
Jails Administrator, Travis County Sheriff's Office
Phone: 854-9348
Email: Darren.Long@co.travis.tx.us

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Scot Doyal

Domestic Relations Office

Phone: 854-9674

Email: Scot.Doyal@co.travis.tx.us

Rachel Coff

Health and Human Services Planner

Phone: 854-3413

Email: Rachel.Coff@co.travis.tx.us

Korey Darling

Health and Human Services Planner

Phone: 854-4275

Email: Koren.Darling@co.travis.tx.us

Judge Eric Shepperd

County Court-at-Law Number 2

Phone: 854-9308

Email: Eric.Shepperd@co.travis.tx.us

Constable Bruce Elfant

Constable, Precinct 5

Phone: 854-9100

Email: Bruce.Elfant@co.travis.tx.us

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

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 The U.S. Census Bureau ("Licensee").

WITNESSETH

THAT WHEREAS, County is the owner of several tracts of real property having the following street addresses:

TCSO West Command Center, 3800 Hudson Bend Rd., _____;
East Rural Community Center, 600 W. Carrie-Manor, Manor, Texas;
South Rural Community Center, 3518 FM 973, Del Valle, Tx.;
West Rural Community Center, 8655 C. Hwy. 71 West, Suite C, Oak, Hill, Tx.;
The Granger Building, 314 W. 11th St., Austin, Tx.;
Palm School Building, 100 N. IH-35, Austin, Tx. (the "Property"); and

WHEREAS, Licensee is performing the U.S. Constitutionally mandated Census of all citizens of the United States; and

WHEREAS, Licensee desires to exercise certain rights and privileges in and on the Property in conjunction with Licensee's duty, and County desires to grant such permission to Licensee under the terms and conditions set forth herein.

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:

1.0 GRANT OF LICENSE

1.1 County hereby grants a License to Licensee, its employees, agents, independent contractors, and suppliers to enter and use the Property in connection with Licensee's Census of citizens of Travis County (the "Event") (the "License"). The use shall be limited to an area within each tract of real property to which the Director of Facilities Management of Licensor and an appointed representative of Licensee can mutually agree will satisfy Licensees needs for 2 Licensee staff members to speak with and assist members of the community.

1.2 If applicable, all exhibition, distribution and advertising products and services created or produced in connection with Licensee's Event shall be the sole

property of Licensee, 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 Property and to utilize thereon personnel, personal property including its own furniture, materials and equipment, including but not limited to exhibition and promotional materials and similar products during the term of the License.

1.3 Licensee agrees to make no structural changes to any portion of the Property licensed hereunder. However, the License allows for superficial preparation to be made to the Property to facilitate Licensee's Event needs. Licensee agrees to leave the Property in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County 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 Property 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. **NO SMOKING IS ALLOWED IN ANY COUNTY FACILITY.**

1.5 Licensee shall provide, at its own additional expense, its own procedure, during Licensee's use of the Property as reasonably necessary to ensure the safety and integrity of the persons and property brought onto the Property for the purposes authorized under this Agreement.

2.0 TERM OF LICENSE

2.1 The License is granted for _____, beginning on _____ and terminating at approximately _____; provided, however, such term is subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary or convenient by County.

3.0 PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County the sum of TEN DOLLARS NO/100 (\$10.00) and other good and valuable consideration.

4.0 USE AND REPAIRS

4.1 Licensee shall not use the Property for any purpose other than that set forth herein. Further, Licensee shall repair or replace any damage to the Property caused by Licensee.

4.2 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LICENSOR. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST LICENSOR (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. LICENSOR WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY LICENSOR AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN LICENSOR AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

5.0 CONTROL OF TRAVIS COUNTY

5.1 Licensee shall at all times obey the direction and commands of the Travis County Sheriff, the Executive Manager of Health and Human Services and Veterans Services of Travis County, and the Director of Facilities Management of Travis County or their designated representatives, while on or in the vicinity of the Property.

5.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 5 shall be grounds for immediate revocation of the License granted hereunder.

6.0 NON-ASSIGNMENT OF RIGHTS

6.1 Licensee may not assign, sublet or transfer its interest in 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 any copyrights, rights of publicity, trademarks and all other legal interests and rights acquired by Licensee in connection with the Event.

7.0 AMENDMENTS

7.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

8.0 SAFETY

8.1 County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

9.0 NON-WAIVER AND RESERVATION OF RIGHTS

9.1 No act or omission by Licensor may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

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

10.0 VENUE AND CHOICE OF LAW

10.1 The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

11.0 NOTICES

11.1 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 hereinafter specified.

11.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

11.3 Licensor Address. The address of Licensor for all purposes and all notices under this Agreement shall be:

Honorable Samuel T. Biscoe (or successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

With copy to:

Roger El-Khoury, M.S., P.E.
Director, Travis County Facilities Management Dept.
P.O. Box 1748
Austin, Texas 78767

11.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

12.0 MEDIATION

12.1 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 a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

13.0 SEVERABILITY

13.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

14.0 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, representatives, or agreements either oral or written.

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

TRAVIS COUNTY, TEXAS

LICENSEE: U.S. Census Bureau

By: _____

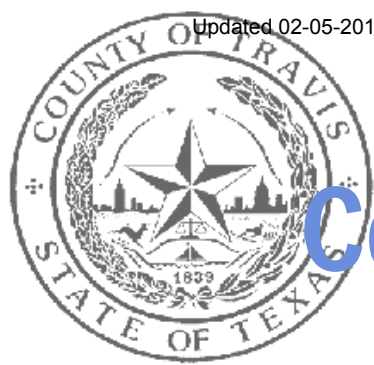
Samuel T. Biscoe
Travis County Judge

Date: _____

By: _____

Title: _____

Date: _____



Austin / Travis County Complete Count Committee



**Travis County Commissioners
Court**

February 9, 2010

Census 2010: Most User-Friendly Census, Ever

- Census materials mailed to 136 million households in mid-March
- 10 Questions, 10 Minutes
- Mail it back by April 1
- Questionnaire Assistance Centers (QACs) if you want help
- Census Bureau Call Center for questions – 800-923-8282



Census 2010: Safe, Easy and Important

- **SAFE:** Census data is confidential and cannot be shared
- **EASY:** The Census form has 10 questions, takes 10 minutes
 - Form printed in six languages, with instructions available in 59 languages
- **IMPORTANT:** Census data is used to make critical decisions in and for our community

United States
Census
2010



Census 2010 Outreach Effort: Why Bother?

- Distribution of federal dollars tied to the decennial counts of all jurisdictions = \$400 billion annually.
 - education (including school lunches)
 - job training programs and facilities
 - health care
 - transportation infrastructure
- Reapportionment and redistricting
- Funds “left on the table” in the last decade-- > \$200 million



Census 2010 Timeline

- **February-March 2010: Community-wide outreach efforts bring home the importance of participation**
- **~ March 15: Census questionnaires are mailed out to each residence in the USA (136,000,000)**
- **March 15-31: Final community-wide push to encourage participation**
- **April 1: CENSUS DAY**



Census 2010 Timeline (cont.)

- **Mid-April:** CCCs remind people that “it’s not too late” to complete your Census questionnaire.
- **May-July:** Non-response Follow-Up, or NRFU (NorFu) – Census Bureau field enumerators hit the streets to interview people who have NOT returned their forms
- **August:** U.S. Census Bureau pulls all the data together.
- **January 1, 2011:** U.S. Census Bureau presents its report to the President.



Austin-Travis County Complete Count Committee

- Co-chairs: Judge Eric Shepperd, Constable Bruce Elfant
- Nine sub-committees to target key at-risk populations and institutions
 - African American
 - Asian American
 - Homeless/Basic Needs
 - Spanish Outreach
 - Media
 - Faith-Based
 - Business Leadership
 - Education Community
 - Government
- Bi-weekly meetings to coordinate strategies, identify and reach out to partners



Travis County, Texas

2010 Census Outreach Efforts

- Unprecedented outreach and public education through County offices and departments at their locations
 - More than 15 County departments/offices . . .
 - interacting with over 10,000 people every month . . .
 - hanging over 100 Census posters . . .
 - and distributing over 20,000 flyers and brochures



Travis County, Texas

2010 Census Outreach Efforts

- Use Travis County Television (TCTV-17) to promote the Census 2010
 - Develop PSAs and other brief messages for placement in the TCTV rotation
 - Produce and air a couple short (15 min. or so) programs on the importance of the Census



Travis County, Texas

2010 Census Outreach Efforts

- Support community efforts to promote the Census
 - Declare “Celebrate the Census Week” and “Celebrate the Census Day” in Travis County
 - Community Center directors have been assigned to participate in the Complete Count Committee and to support its efforts.
 - TCTV-17 will be available to produce PSAs for TV and radio which would be made available to other media outlets





18



NELDA WELLS SPEARS
ASSESSOR AND COLLECTOR
OF TAXES

5501 Airport Boulevard
AUSTIN, TEXAS 78751
(512) 854-9473

MEMORANDUM

DATE: 1/28/2010

TO: Travis County Commissioner's Court

FROM: Nelda Wells Spears, Tax Assessor-Collector

SUBJECT: Department of Motor Vehicles (formerly)
Texas Department of Transportation (TxDOT) Contract

On September 23, 2003, Commissioner's Court approved Amendment One to the Agreement for the use of State of Texas Automation Equipment with DMV(TxDOT) (copy attached). This Amendment authorized the leasing of Registration and Titling Service equipment to title services and subcontractors of the Travis County Tax Office. Two new subcontractors now wish to have RSPS workstations assigned to their location.

In order to increase the allotment to this subcontractor DMV (TxDOT) requests a new Amendment One be signed by Commissioners Court reflecting the increase in equipment and cost. The new Amendment One is identical to the one signed on September 23, 2003, with the addition of two workstations to be assigned to assigned Fiesta Mart and EAN Holdings, LLC dba Enterprise Leasing. The figures indicating "Total Annual Cost" and "Annual Leasing Fee" have also been changed to reflect the additional RSPS workstations. The fee for use is paid by the title service and subcontractors.

If you have any questions, please contact Stan Wilson at (854-9031).

Thank you for your assistance.



NELDA WELLS SPEARS
ASSESSOR AND COLLECTOR
OF TAXES

5501 Airport Boulevard
AUSTIN, TEXAS 78751
(512) 854-9473

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST

Please consider the following item for 2/9/2010.

1. A. Request made by Nelda Wells Spears Phone 854-9742

B. Requested Text:

Request Commissioners Court approval of Amendment One to a contract between Texas Department of Transportation and Travis County relating to subcontractors and title services contracting with the Tax Office.

C. Approved by: _____

II. A. Is backup material attached? Yes

B. Have agencies affected been invited? Yes

David Escamilla, County Attorney / 49415
Barbara Wilson, Assistant County Attorney / 49415
Purchasing office / 49700

III. Personnel – no change

IV. Budget Request – no action needed

State of Texas

County of Travis

Amendment One (Lease of State of Texas Registration and Title system (RTS) Information Resources and Support) to Agreement for the use of State of Texas Automation Equipment

THIS AMENDMENT is made between the "State" and the "County" pursuant to the addition of SECTION 1. Subchapter A, chapter 520, Section 520.002 of the Texas Transportation Code as enacted by the 76th Legislature of the State of Texas for the purposes of providing the County of Travis, Texas an option to lease additional RTS workstations/items directly from the State. The amendment incorporates all the terms and provisions regarding responsibility for: equipment installation, RTS programming and movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies provided in the Agreement for the Use of State of Texas Automation Equipment dated December 2, 1997.

In addition to the provisions of the original county agreement, DMV (TxDOT's) responsibility for equipment installed at non-county tax assessor-collector sites: e.g. privately owned, for profit enterprises performing registration and title functions for the county tax office; will be limited to ensuring the equipment remains operational. The county will be responsible for all training, use support, forms, supplies, user policy and procedures, etc., associated with this leased equipment. This amendment will remain in force for as long as the Agreement for the Use of State of Texas Automation Equipment remains effective.

This Amendment provides a new option for the County to obtain additional RTS Information Resources and Support not identified in the Agreement for Use of State Automation Equipment. The process for requesting these resources and annual cost and billing information associated with this lease are included in Exhibit A to this Amendment.

RTS workstations identified below and/peripheral equipment identified on Exhibit A which are leased under the provisions of this amendment will be installed following approval of the County Commissioners Court. This amendment will be signed below by the County Judge or will be supported by a certified copy of the Commissioner's Court Order or Resolution which will be attached, and the Director of the Vehicle Titles and Registration Division of the Texas Department of Motor Vehicles (TxDot).

* * *

The County of Travis, Texas will lease 23 additional RTS workstation(s) items and requests that they be installed at the following County Tax office manager or controlled sites:

Site Name	New(N) or Existing (E) Site	Site Address	Number of items
Auto Title	N	2321 E. Cesar Chavez	4 WS
Fry Title	N	1050-B South Lamar	5 WS
Oak Hill	N	6530 Hwy 290 West	4 WS, 2 RSP, 1BCR
Universal Title	N	2105 Justin Lane #106	10 WS, 1 RSP, 1 BCR

Samuel T. Biscoe
Travis County Judge

Date

Rebecca Davio, Ph.D.
Vehicles Titles & Registration Division

Date

Exhibit "A" To Amendment One State of Texas, County of Travis

1. If a County desired additional RTS information resources, e.g. workstations or peripheral equipment, beyond that which is allocated by the State, the equipment and support may be leased at County expense from the State. Counties should contact their supporting Vehicle Titles and Registration Division Regional Office for information and the necessary form to amend their existing Agreement for the Use of State of Texas Automation Equipment, that is, their "County Agreement":
2. Submitting a signed amendment form to the supporting VTR regional office will constitute the County's formal request to lease RTS workstations and will signify that the County Tax Assessor-Collector has the funds necessary to lease this equipment
3. The cost of leasing a basic RTS workstation will be \$1,500 per year, except if the installation is at a new site that is a site where RTS has not previously been installed. In this case, a "one time" additional fee of \$2,500 for the first workstation will be charged. The cost of leasing other RTS information resources and support is reflected below. Counties will identify the type and amount of the equipment desired b appropriately annotating this quantity below.
4. During the first year of installation, the county will be billed during the month immediately following the month in which the equipment is installed for the pro-rated portion of the State fiscal year that remains. Thereafter, billing will occur annually during the first month of the State's fiscal year (September).
5. The county may request the State remove the equipment at any time and it will removed within 30 days of the request being received by DMV (TxDOT). The county will forfeit any portion of the annual lease fee that remains.
6. Equipment leased by a county will remain in the county unless replaced by the State of until the County requests that it be removed.
7. Annual costs for the above equipment and services are subject to change annually. Counties will be notified at least 90 days in advance of proposed changes.
8. Counties will annotate below (by site and quantity) equipment requirements. Total annual costs can be projected using the table provided. DMV (TxDOT) will compute final costs and the county will be billed in accordance with paragraph 4 above.

	Item Type	Quantity	Individual Item Cost	Total Annual Cost
1.	Workstation, Basic*	23	\$1,500.00	\$34,500.00
2.	Remote Sticker Printing System (Renewal)	2	600.00	1,200.00
3.	Remote Sticker Printing System (DTA)	21	600.00	12,600.00
4.	Uninterrupted Power Supply		125.00	
5.	Printer Laser, HP 8000 (high capacity)		1,100.00	
6.	Additional Printer		250.00	
7.	Bar code reader	2	550.00	1,100.00
			Annual Leasing Fee	\$49,400.00

*Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, printer, software, support, and cash drawer, if necessary) in a normal environment.

List of Remote Sticker Locations

HEB / CITY OF JONESTOWN / FIESTA MART

<u>Store #</u>	<u>Store Location</u>
HEB #1	HE7 2701 E. 7 th Street
HEB #2	H335 6607 S. IH 35
HEB #3	HAN 1000 E. 41 st Street
HEB #4	HFW 7015 Village Center
HEB #6	HPR 12407 N Mopac
HEB #7	HWB 1434 Wells Branch
HEB #8	HOL 2400 W. Congress
HEB #9	HBR 5805 Burnet Road
HEB #10	HOH 7010 Hwy 290 West
HEB #11	HSL 2100 Slaughter Lane
HEB #12	HRV 2508 Riverside Drive
HEB #13	HED 7032 Ed Bluestein
HEB #15	HLM 9414 N. Lamar
HEB #17	HBK 10710 Research Blvd
HEB #19	HWM 500 W. William Cannon
HEB #20	HWP 6001 W. Parmer Lane
HEB #21	HBC 12400 Hwy 710 West
HEB #23	HBL 6900 Brodie Lane
HEB #24	H22 7301 N FM 620
HEB #25	HCR 500 Canyon Ridge
HEB #29	WLH 701 S. Capital of Tx Hwy
HEB #68	WSL 5800 W. Slaughter Lane
HEB #479	HPF 201 FM 685
City of Jonestown	18649 FM 1431
Fiesta Mart #25	3909 N IH 35
Fiesta Mart #64	5510 S IH 35

List of Car Dealerships Remote Sticker Printing Systems

<u>Dealer Name</u>	<u>Dealer Location</u>
Capitol Chevrolet	6200 S. IH 35
Mazda South	4506 S. IH 35
Roger Beasley Mazda	6825 Burnet Road
Continental Cars	6757 Airport Blvd
Austin Infiniti	8140 Burnet Road
Henna Chevrolet	8805 N IH 35
Howdy Honda	5519 E. Ben White
Woods Fun Center	11405 N IH 35
Leif Johnson Ford	501 E. Koenig Lane
Lexus Of Austin	9910 Stonelake Blvd
Maxwell Town North Nissan	9160 Research Blvd
First Texas Honda	1301 W. Koenig Lane
Austin Subaru	200 W. Huntland Drive
Champion Chevrolet	11400 Research Blvd
Maxwell Ford	5000 S. IH 35
Charles Maund Imports	6900 Burnet Rd
Charles Maund Jaguar	12331 N Mopac Expwy
Roger Beasley Volvo	6375 Hwy 290 East
Maund Inc. DBA Maund Toyota	8400 Research Blvd
Champion Toyota	4800 IH 35 South
EAN Holdings LLC	4210 South Congress

Item #

19

Travis County Commissioners Court Agenda Request

Voting Session: February 9, 2010

- I. A. **Requested Text:**
**CONSIDER AND TAKE APPROPRIATE ACTION ON
REAPPOINTMENT OF CHARLES HEIMSATH TO THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY BOARD**

B. **Sponsored by:** _____
Judge Biscoe

- II. A. **Points of Contact:**
Department: (COUNTY JUDGE), (Melissa Velasquez, 49558)
County Attorney (when applicable): N/A
County Planning and Budget Office: N/A
Purchasing: N/A
County Auditor's Office: N/A
Human Resources: N/A
Other:

- III. A. **BACKGROUND/SUMMARY OF REQUEST:** Charles Heimsath was appointed by the Commissioners Court on December 22, 2009 to fill the unexpired term of previous boardmember Lowell Lebermann which expires on January 31, 2010. If reappointed, the term is for two years and it begins in February and expires January 31, 2012. Judge Biscoe would like to inform you that he has appointed John Hernandez, our other applicant to the CTRMA Board, to the Worksource Board.

B. **STAFF RECOMMENDATIONS:** Reappoint

C. **BUDGETARY AND FISCAL IMPACT:** N/A

D. **ISSUES AND OPPORTUNITIES:** N/A

E. **REQUIRED AUTHORIZATIONS:** N/A

AGENDA REQUEST DEADLINE: All agenda requests (**original and eight (8) copies of agenda request and backup**) and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Travis County Commissioners Court Agenda Request

Meeting Date: February 9, 2010

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPOINTMENT OF STEVE ALBERT TO THE EMERGENCY SERVICES DISTRICT #6 BOARD OF COMMISSIONERS EFFECTIVE IMMEDIATELY TO DECEMBER 31, 2011.

C. Sponsor: Karen Huber
Commissioner Karen Huber, Precinct Three

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.

DANNY HOBBY 4-4416	

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.

RECEIVED
COUNTY JUDGE'S OFFICE
10 FEB -2 PM 5:33

Steve Albert
5308 Great Divide Drive
Bee Cave, Texas 78738
512-327-5341
stevenfrankalbert@gmail.com

Educational/Business Background

1997-Present- Coastal Securities, Inc.
Managing Director, Institutional Sales

1986-1996 – Nesbitt Burns Securities, Inc.
(Bank of Montreal/Harris Bank broker-dealer) – Vice President

1982- 1986 Goldman Sachs Asset Management – Financial Analyst

1986 Kellogg School of Business, Northwestern University, Masters in Management

1982 Washington University, BS Business Administration

Travis County Commissioners Court Agenda Request

Meeting Date: February 9, 2010

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPOINTMENT OF NELL PENRIDGE TO THE EMERGENCY SERVICES DISTRICT #6 BOARD OF COMMISSIONERS EFFECTIVE IMMEDIATELY TO DECEMBER 31, 2011.

C. Sponsor: Karen Huber
Commissioner Karen Huber, Precinct Three

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.

DANNY HOBBY 4-4416	

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.

RECEIVED
COUNTY JUDGE'S OFFICE
10 FEB - 2 PM 5:33

Eleanor "Nell" L. Penridge
15100 Hamilton Pool Rd.
Bee Cave, TX 78738
(512) 263-0409
(512) 626-9283
nellp@austin.rr.com

Education:

New York University, B.S. Social Studies Education 1974

Certifications/Licenses

N.J Certified Teacher of Early Childhood Education
N.Y. & N.J State Certificate - Teacher of Social Studies Grades 7-12
N.Y.C. School District Certificate -Teacher of Social Studies in the Junior High School
Texas Licensed Childcare Director

Professional Work Experience:

2001- To date President/Administrator of Rock Steady Music and Bomass Publishing Co.
1990-1998 Owner and Director of the Village School
1989-1998- Early Childhood Teacher the Village School
1986-1988 Pre-school Teacher, Curriculum Development leader for all groups - Franklin
Headstart Program, Franklin, N.J.
1982-1985 Caseworker Big Brothers and Big Sisters of Sussex County, Frankford, N.J.

Organizations:

West Bee Cave Neighborhood Association - President 2003-2009
Hamilton Pool Road Scenic Corridor Coalition - Board of Directors
Secretary 2005 to present
Hill Country Alliance - Founding Member, 2008 Board President, 2009/2010 Treasurer
Travis County Precinct #316 – Neighborhood Captain 2009/10
LCRA River Panel Committee 2007 & 2008
2005 Travis County Bond Committee
Regional Water Quality Planning Project - Neighborhood Stakeholder Committee
Member 2005
Literacy Austin - Volunteer Tutor - 2003 to 2006

Personal References

Christy Muse	3200 Tradewind Spicewood, TX 78669	565-0301
Damian Priour	17120 Hamilton Pool Rd. Austin, TX 78738	264-2008
Kathy Albert	5308 Great Divide Bee Cave, TX 78738	680-0177

Travis County Commissioners Court Agenda RequestMeeting Date: February 9, 2010I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPOINTMENT OF JERRY STEIN TO THE EMERGENCY SERVICES DISTRICT #6 BOARD OF COMMISSIONERS EFFECTIVE IMMEDIATELY TO DECEMBER 31, 2011.C. Sponsor: 
Commissioner Karen Huber, Precinct Three

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.

DANNY HOBBY 4-4416	

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.

RECEIVED
COUNTY JUDGE'S OFFICE
10 FEB -2 PM 5-03

JERRY W. STEIN
108 COPPERLEAF
AUSTIN, TX 78734
(512) 391-3310

MAJOR ACCOMPLISHMENTS

- Saved over \$500,000 by developing and implementing a new safety program in conjunction with rejection of Workers' Compensation Act.
- Saved over \$200,000 on supervision of Corporate IRS Exam.
- Earned \$100,000 in three months by negotiating an interest rate swap on \$4,500,000 fixed rate loan.
- Created a new limited partnership structure resulting in a \$500,000 Texas Franchise Tax savings.
- Strong Background in Tax, Investment Analysis and Management, Contract Negotiations, Estate Planning, Accounting Software, Cash Flow Forecasting and Management of Employee Benefits.

EXPERIENCE

1993-1994 REESE DESIGN, AUSTIN, TEXAS

Chief Financial and Operations Officer. Responsible for all financial and operational matters for a multi-million dollar design firm in the private aircraft industry. Analyzed accounting software and implemented Accpac Plus for in-house accounting needs. Restructured operating entity to a limited partnership to save a substantial amount of Texas Franchise Tax. Negotiated foreign currency forward contract for payment to European vendors.

1989-1993 LABATT FOOD SERVICE, SAN ANTONIO, TEXAS

Chief Financial Officer. Responsible for all financial matters of a \$100,000,000 food distribution company. Successfully completed a leveraged buyout, purchase of a warehouse facility in Dallas, an IRS exam and interest rate swap agreement. Developed new safety program to coincide with rejection of Workers' Compensation Act and significantly reduced the Company's insurance expense. Instrumental in planning, structuring and opening the first U.S. food distribution company in Mexico City.

1980-1989 SFD ENTERPRISES, SAN ANTONIO, TEXAS

(A holding company of a financially prominent South Texas family)

Started as Tax Accountant in 1980. Responsible for the family's tax matters, which included all federal returns for individual, partnership, trust and corporate.

Promoted to Controller in 1982. Supervised four individuals. Implemented computer software and designed budgets and cash flow reporting systems.

Promoted to Tax and Investment Manager in 1984. Duties included the managing of the real estate portfolio, oil and gas investments and the other family-related businesses. In 1986, duties included budgeting, asset planning, cash flow analysis, long range strategy and office administration. Also performed all investment analysis and contract negotiations.

1977-1980 ERNST & YOUNG, TAX DEPARTMENT, SAN ANTONIO, TEXAS

Staff Accountant. Responsible for individual, estate, trust and partnership returns. Heavy emphasis and training was placed on estate planning and trust tax returns. Gained extensive experience in client relations and helping solve their tax related problems.

EDUCATION

Texas Lutheran College, Seguin, Texas, 1974-1977
B.A. in Accounting with Honors

PROFESSIONAL

Certified Public Accountant, 1980

NATIONAL ASSOC. OF REALTORS

TEXAS ASSOC. OF REALTORS

Real Estate Broker's License, 1987.

AUSTIN BOARD OF REALTORS

SAN ANTONIO BOARD OF REALTORS

PERSONAL

Date of Birth: November 22, 1956

Marital Status: Married with ~~Four~~ children

Health: Excellent

REFERENCES

Furnished upon request.

Travis County Commissioners Court Agenda Request

Meeting Date: February 9, 2010

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPOINTMENT OF SHARON SELIGMAN TO THE EMERGENCY SERVICES DISTRICT #8 BOARD OF COMMISSIONERS EFFECTIVE IMMEDIATELY TO DECEMBER 31, 2011.

C. Sponsor: Karen Huber
Commissioner Karen Huber, Precinct Three

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.

DANNY HOBBY 4-4416	

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.

RECEIVED
COUNTY JUDGE'S OFFICE
10 FEB - 3 PM 3-11

George Seligman
2000 Serendipity Place
Springtown, TX 76082

Resumes

2000-present	<p>Colonia Serendipity, LLC Developer/President Extended vision for a small community that emphasizes land stewardship and good design. Complete responsibilities include land planning, ICF and County regulatory review, sales and marketing.</p>
2007-present	<p>REALTOR Keller Williams Business development, negotiation, marketing on behalf of buyers and sellers.</p>
2007-2008	<p>CG-71 Board Member Active participation with an organization dedicated to safety on Hwy 71. Primary role was public information. Testified at CAAPO, represented the organization with media. Met with Commissioner Daugherty, TX Dept. of Transportation, Dept. of Public Safety. Organization was instrumental in securing speed limit on Hwy. 71 and in the petition to allocate funds for road improvements.</p>
1997-2006	<p>Fine art and documentary photography. Received a fellowship and two grants for photography projects. Work was published in a lit of Oregon journals. Recently published as part of a Photo in Portugal. Lived in Lisbon during most of that time.</p>
1989-1997	<p>Founder and President, Quasi Personnel Resources, Inc. and Quasi Technologies, Inc., Houston, TX. Ultimately sold the company, which continues to operate in Houston.</p>
1984-1997	<p>The Warner's Store Board Member Houston, TX.</p>
1984-2000	<p>Texas Executive Women, Houston. Served as member of board of directors on several occasions.</p>
Education	<p>non-degreed, 2 years, undergraduate studies, Sam Houston State University 1982-87</p> <p>Certified Personnel Consultant, Houston Area Association of Personnel Consultants 1988</p> <p>REALTOR, Texas Real Estate Commission 1997</p>

Travis County Commissioners Court Agenda Request

Meeting Date: February 9, 2010

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPOINTMENT OF JOHN HOGG TO THE EMERGENCY SERVICES DISTRICT #9 BOARD OF COMMISSIONERS EFFECTIVE IMMEDIATELY TO DECEMBER 31, 2011.

C. Sponsor: Karen Huber
Commissioner Karen Huber, Precinct Three

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.

DANNY HOBBY 4-4416	

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.

RECEIVED
COUNTY JUDGE'S OFFICE
10 FEB -3 PM 3-11

John S. Hogg MD

1404 Wildcat Hollow, Austin, TX 78746

Home: 512.328.1170 Cell: 512.289.2198 Fax: 512.327.3123

Email: hoggjl@yahoo.com

Page 1

COMMUNITY SERVICE:

People's Community Clinic, Board Member, Austin, TX 2007-2009
Mexi-Arte Museum, Board of Directors, Austin 2007-2009
Hispanic Scholarship Consortium, Board of Directors, Austin 2009
Human Rights Campaign Foundation-
Austin Steering Committee 2005-2008
Major Donor Committee Chairperson 2008-2009
Ballet Austin- Fete Production Committee 2009

LEADERSHIP:

Mexic-Arte Museum, President of Board of Directors 2009-2011
University of Texas- Institutional Review Board 2006-2010
Seton Cancer Committee, Seton Hospital Network, Austin, TX 2004-2007
Radiology Medical Director at:
Seton Highland Lakes 2002-2006
Seton Southwest Hospital 2002-2006
Smithville Regional Medical Center 2003-2010
St. Marks Medical Center 2004-2010

PRACTICE:

Diagnostic Radiologist
07/02-Present: Austin Radiological Association, Partner, Austin, TX

RESIDENCY:

Diagnostic Radiology
7/89-6/93 Emory University Residency Program, Atlanta, GA

CERTIFICATION:

American Board of Radiology – 1993
Passed CPA exam Spring 1983
ACLS (Advanced Cardiac Life Support) -current
PALS (Pediatric Advanced Life Support) -current

EDUCATION:

Medical School:
8/85-5/89 Baylor College of Medicine – MD, Houston, TX
Undergraduate:
8/83-9/85 SMU, Dallas, TX, Premedical Curriculum
8/77-5/81 Baylor University, Waco, TX, BBA Accounting & Finance

PROFESSIONAL ORGANIZATIONS:

American Board of Radiology
Travis County Medical Society

Texas Medical Association
Texas Radiological Association
American College of Radiology
Radiological Society of North America

AFFILIATIONS:

08/02-Present:

Seton Hospital Network, Austin, TX :

Seton Medical Center
Seton NW Hospital
Brackenridge Hospital
Dell Children's Hospital
Seton SW Hospital
Seton Highland Lakes Hospital
Seton Edgar B. Davis Hospital
Seton Williamson County
Seton Hays County

St. David's Hospital Network, Austin, TX

St. David's Hospital
South Austin Hospital, Austin, TX
Round Rock Medical Center, Austin, TX
Georgetown Hospital, Georgetown, TX
North Austin Medical Center, Austin, TX

Cedar Park Regional Medical Center, Cedar Park, TX

Bailey Square Surgical Center, Austin, TX

Cornerstone Hospital Group, Austin, TX

Smithville Regional Medical Center, Smithville, TX

St. Marks Medical Center, La Grange, TX

06/09-Present:

Wilkes-Barre VAMC Wilkes Barre, PA

Central TX VAMC, Temple, TX

26✓

Travis County Commissioners Court Agenda RequestVoting Session: 02/09/10
(Date)Work Session: 02/09/10
(Date)A.. Request made by: COUNTY ATTORNEY SHERINE E. THOMAS
Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING
CLAIMS BY ALICIA PEREZ IN TWCCRD CHARGE NO. 1A20200 (EXECUTIVE
SESSION PURSUANT TO TEX. GOV'T. CODE SECTION 551.071)

C. Approved by:

Signature of Commissioner(s) or County Judge

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

B. Please list all of the agencies or officials names and telephone numbers that might be affected or 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 (reclassification, etc.)

Purchasing Office (854-9700)

- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9513)

- ___ 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 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

RECEIVED
COUNTY JUDGE'S OFFICE
10 FEB - 2 AM 9:57

27 ✓

RECEIVED
COUNTY JUDGE'S OFFICETravis County Commissioners Court Agenda Request 10 FEB -3 PM 3:50 #Voting Session 02/09/10
(Date)Work Session _____
(Date)

- I. A. Request made by: John C. Hille, Jr., Assistant County Attorney
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text: Receive briefing from County Attorney regarding status of Contract with Santos Alliances for Legislative Advocacy Services. (Executive Session also pursuant to Tex. Gov't. Code Ann. §551.071)
- 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:

Deece Eckstein, IGR Coordinator	854-9085
Cyd Grimes, Purchasing Agent	854-9700
John C. Hille, Jr., Dir., Trans. Div., TCAO	854-9513
David Walch, Purchasing Office	854-9700

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 (reclassification, 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.

C3

WS # _____

VS # _____

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 02/09/10I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

Approve setting a Public Hearing on March 2, 2010 to receive comments regarding a request to authorize the filing of an instrument to vacate eight 5' public utility easements located along the common lot lines of Lots 2 & 3, Lots 3 & 36, Lots 36 & 37, and Lots 37 & 2, Block 5 with Lots 2 & 3 being within Austin Lake Estates, Section One and Lots 36 & 37 being within Austin Lake Estates, Section Three – both subdivisions in Travis County, Precinct 3.

C. Approved by: _____

Karen Huber
Commissioner Karen Huber, Precinct Three

II. A. Is backup material attached?*

Yes X

No _____

*Any backup material to be presented to the court must be submitted with this Agenda.

Request – 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?

Yes X

No _____

Please list those contacted and their phone number.

John Hille - 854-9415

Austin American-Statesman

AB Anna Bowlin - 854-9383

Joe Arriaga - 854-9383

Jim Fulton - 854-9383

III. PERSONNEL

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

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately.

____ Additional funding for your department

____ Transfer of funds within your department budget

____ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.

RECEIVED
COUNTY JUDGE'S OFFICE

10 JAN 25 11:30 AM

RECEIVED
COUNTY JUDGE'S OFFICE

10 JAN 22 11:11 AM



TRANSPORTATION AND NATURAL RESOURCES



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

MEMORANDUM

DATE: January 20, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director – Development Services 

SUBJECT: **Approve setting a Public Hearing on March 2, 2010 to receive comments regarding a request to authorize the filing of an instrument to vacate eight 5' public utility easements (~3,994 Sq Ft) located along the common lot lines of Lots 2 & 3, Lots 3 & 36, Lots 36 & 37, and Lots 37 & 2, Block 5 with Lots 2 & 3 being within Austin Lake Estates, Section One and Lots 36 & 37 being within Austin Lake Estates, Section Three – both subdivisions being in Travis County, Precinct 3.**

Summary and Staff Recommendation:

TNR has received a request to vacate eight 5' (~3,994 Sq Ft) public utility easements (PUE) located along the common lot lines of Lots 2 & 3, Lots 3 & 36, Lots 36 & 37, and Lots 37 & 2, Block 5 with Lots 2 & 3 being within Austin Lake Estates, Section One and Lots 36 & 37 being within Austin Lake Estates, Section Three. The easements are dedicated per plat note. Lots 2 and 3 front on De Soto Drive while Lots 36 and 37 front on Saugus Lane. Both De Soto Drive and Saugus Lane are streets maintained by Travis County.

Currently, improvements on the subject lots encroach into said easements. This request, if approved, will vacate the subject easements so the current improvements no longer encroach on said easements. The owner is also planning additional improvements that could potentially encroach into said easements if not vacated.

The utility companies known to be operating in the area have stated that they have no objection to vacating the subject easements. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Page 2

January 20, 2010

Issues and Opportunities:

Travis County has no need for the subject easements and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easements need to be retained for the surrounding property owners. TNR staff foresees no reason for opposition to this vacation.

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the easements as described in the attached field notes and sketch.

Exhibits:

Order of Vacation

Field Notes and Sketch

Request Letter

Statements from utility companies

Maps

PS:AB:ps

1105 Suagus Lane

10-PUE-03

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of eight 5' public utility easements (~3,994 Sq Ft) located along the common lot lines of Lots 2 & 3, Lots 3 & 36, Lots 36 & 37, and Lots 37 & 2, Block 5 with Lots 2 and 3 being within Austin Lake Estates, Section One as recorded in Volume 9, Page 34 of the Plat Records of Travis County, Texas and Lots 36 and 37 being within Austin Lake Estates, Section Three as recorded in Volume 9, Page 133 of the Plat Records of Travis County, Texas, so that the owner can construct a single family residence and install a septic system across the common lot line of the subject lots without encroaching on the two 5' public utility easements; and

WHEREAS, utility providers knowing to be serving the area have indicated that they have no need for the public utility easements requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the public utility easements as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on February 23, 2010 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the eight 5' public utility easements (~3,994 Sq Ft) located along the common lot lines of Lots 2 & 3, Lots 3 & 36, Lots 36 & 37, and Lots 37 & 2, Block 5 with Lots 2 and 3 being within Austin Lake Estates, Section One and Lots 36 and 37 being within Austin Lake Estates, Section Three, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2010.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

EXHIBIT "A"

LEGAL DESCRIPTION

BEING 3994 SQ. FT. OF LAND OUT OF LOTS 2 AND 3 BLOCK 5, AUSTIN LAKE ESTATES, SECTION ONE, A SUBDIVISION RECORDED IN VOLUME 9 PAGE 34 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND OUT OF LOT 36 AND 37 BLOCK 5, AUSTIN LAKE ESTATES, SECTION THREE, A SUBDIVISION RECORDED IN VOLUME 9 PAGE 133 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND BEING OUT OF THAT CERTAIN PROPERTY CONVEYED TO MEREDITH R. POWER IN INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2009053757 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING THE 5' WIDE PUBLIC UTILITY EASEMENT (PUE-A) ALONG THE NORTHWEST LINE OF SAID LOT 36, THE 5' WIDE PUBLIC UTILITY EASEMENT (PUE-B) ALONG THE SOUTHEAST LINE OF SAID LOT 37, THE 5' WIDE PUBLIC UTILITY EASEMENT (PUE-C) ALONG THE NORTHEAST LINE OF SAID LOT 37, THE 5' WIDE PUBLIC UTILITY EASEMENT (PUE-D) ALONG THE SOUTHWEST LINE OF SAID LOT 2, A PORTION OF THE 5' WIDE PUBLIC UTILITY EASEMENT (PUE-B) ALONG THE SOUTHEAST LINE OF SAID LOT 2, A PORTION OF THE 5' WIDE PUBLIC UTILITY EASEMENT (PUE-F) ALONG THE NORTHWEST LINE OF SAID LOT 3, A PORTION OF THE 5' WIDE PUBLIC UTILITY EASEMENT (PUE-G) ALONG THE SOUTHWEST LINE OF SAID LOT 3, AND A PORTION OF THE 5' PUBLIC UTILITY EASEMENT (PUE-H) ALONG THE NORTHEAST LINE OF SAID LOT 36; SAID 3994 SQ. FT. OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron pipe found in the northerly right of way of Saugus Lane, platted as Coronado Drive, a 50' right of way, at the west corner of Lot 35, Block 5 of said subdivision, same being the south corner of said Lot 36;

THENCE with the northerly right of way of said Saugus Lane, N 52°36'46" W a distance of 94.97 feet to a point in the southeast corner of said PUE-A for the southern most corner and PLACE OF BEGINNING hereof;

THENCE continuing with the northerly right of way of said Saugus Lane, N 52°36'46" W passing at a distance of 5.00 feet a ½" iron rebar set at the common south corner of said Lots 36 and 37, same being the common south corner of both PUE-A and PUE-B, continuing for a total distance of 10.01 feet to a point in the westerly line of said PUE-B for the southwest corner hereof;

THENCE leaving the north right of way of said Saugus Lane, over and across said Lot 37, with the west line of said PUE-B, same being a line 5' from and parallel to the common lot line of said Lots 36 and 37, N 35°20'01" E a distance of 129.81 feet to a point in the south line of said PUE-C for an interior ell corner hereof;

THENCE with the south line of said PUE-C, same being a line 5 feet from and parallel to the common line of said Lots 37 and 2, N 55°10'05" W a distance of 99.90 feet to a point in the easterly line of a 5' public utility easement along the northwest line of said Lot 37 for the western-most corner hereof.

THENCE with the easterly line of the 5' public utility easement along the northwest line of said Lot 37, an another 5' public utility easement along the northwest line of said Lot 2, same being a line 5' from and parallel to the north west line of said Lots 37 and 2, over and across said PUE-C and PUE-D, N 35°06'26" passing at a distance of 5.00 feet the common line of said Lot 37 and 2 for a total distance of 10.00 feet to a point in the northerly line of said PUE-D for the western-northwest corner hereof.

THENCE with the northerly line of said PUE-D, same being a line 5' from and parallel to the southwest line of said Lot 2, S 55°10'05" E a distance of 111.82 feet to a point at the intersection of the northerly line of said PUE-D and the westerly line of said PUE-E for an angle point hereof.

THENCE with the westerly line of said PUE-E, same being a line 5' from and parallel to the common line of said Lots 2 and 3, N 08°25'25" E a distance of 54.10 feet to a point for the northwest corner hereof.

THENCE leaving the westerly line of said PUE-E, over and across said PUE-F and PUE-E, S 81°34'35" E passing at a distance of 5.00 feet the common line of said Lots 2 and 3, same being the common line of said PUE-E and PUE-F and from which point a 1/2" iron pipe found in the southerly right of way of De Soto Drive, a 50' right of way, at the common north corner of said Lots 2 and 3 bears: N 08°25'25" E a distance of 50.00 feet, and continuing for a total distance of 10.00 feet to a point in the easterly line of said PUE-F for the northeast corner hereof.

THENCE with the easterly line of said PUE-F, same being a line 5 feet from and parallel to the common line of said Lots 2 and 3, S 08°25'25" E a distance of 59.36 feet to a point at the intersection of the easterly line of said PUE-F and the northerly line of said PUE-G for an angle point hereof.

THENCE with the north line of said PUE-G, same being a line 5 feet from a parallel to the southwest line of said Lot 3, S 55°10'05" E a distance of 102.54 feet to a point for the eastern-northeast corner hereof.

THENCE over and across said PUE-G, S 34°49'55" W a distance of 5.00 feet to a point in the south line of said PUE-G, same being the north line of said Lot 35 for an angle point hereof.

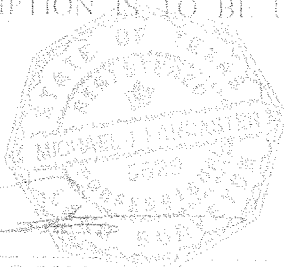
THENCE with the south line of said PUE-G, same being the north line of said Lot 35, same being the southwesterly line of said Lot 3, N 55°10'05" W a distance of 18.00 feet to a 1/2" iron pipe found in the common line of said PUE-G and PUE-H, same being the northeast corner of said Lot 36 for an interior ell corner hereof.


THE NCE with the common line of said Lot 35 and 36, S 78 23 18" W a distance of 8.09 feet to a point the south line of said PUE II for an angle point hereof.

THE NCE with the south line of said PUE II, same being a line 5 feet from and parallel to the northeast line of said Lot 36, N 55 10 55" W a distance of 95.04 feet to a point at the intersection of the south line of said PUE II and the east line of said PUE A for an interior ell corner hereof.

THE NCE with the easterly line of said PUE A, same being a line 5 feet from and parallel to the common line of said Lots 36 and 37, S 35 20 01" W a distance of 130.26 feet to the PLACE OF BEGINNING hereof, containing a calculated area of 3994 sq. ft. of land, more or less.

THIS LEGAL DESCRIPTION IS TO BE USED WITH THE ACCOMPANYING SURVEY PLAT ONLY.




Michael J. Lancaster RPLS 5529

12/21/2009
Date

Dewey H. Burris & Associates, Inc.
1404 W. North Loop Blvd.
Austin, Texas 78756
Phone (512) 458-6969
Fax (512) 458-9845

RI202909 LEGAL

LEGEND

LINE TABLE

L7	N	55°10'05"	W	99.90
L2	S	55°10'05"	E	11.82
L3	N	08°25'25"	E	54.40
L4	S	08°13'45"	E	10.00
L5	S	08°25'25"	W	59.38
L6	N	55°10'05"	E	102.54
L7	S	34°49'55"	W	5.00
L8	N	55°10'05"	W	5.00
L9	S	05°23'18"	W	5.00
L10	N	55°10'05"	E	95.00

DE SOTO DRIVE

"SC" ROW:

1405 59° 07' N 014
 04-2 59° 24' E 014
 200.15' R=72.22

LOT 1

LOT 2
BLK 5

LOT 3
BLK. 5

LOT 4

3994 SQ. FT.

LOT 38

LOT 37
BLK.5

LOT 36
BLK 5

Lot 23

608

ACC

BEARING BASIS
CM TO CM

1. 33°08'16" E 230 2.1
 2. 33°07'13" E 235 2.5

SAUGUS LANE
PLATTED AS CORONADO DRIVE

240 1974

Dewey H. Surry & Associates, Inc.
Lead Sampling Services

1414 West Main, 1000 Bldg. 512-458-2440
 1414 West Main, 2000 Bldg. 512-458-2440



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 9604 SANGUIS LANE, AUSTIN TEXAS 78733 (address) and/or (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

☒ We do not have need for an easement on the property as described in the accompanying document.

☐ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Terri L. Strain
Signature

Printed Name

General Manager

Title

Travis County WCID No. 18

Utility Company or District

12-14-09

Date

Please return this completed form to:

JACOB BRADLEY
Name

8309 ARBOLES CR.
Address

AUSTIN TX. 78737
City/State/Zip

512-431-4745 Revised

JAKE@BLUEHOUSEBUILDING.COM

An application is being made to Travis County for the vacation of property at 1222 E. 12th Street, Austin, Texas 78702 (address) and/or Travis County, Texas (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

We do not have need for an easement on the property as described in the accompanying document.

Please return this completed form to:

Contact: Laurie Schumpert
Signature: Laurie Schumpert
Printed Name: Designer
Title: Time Warner Cable - Central
Office: Georgetown District TX
Date: October 21, 2009

VIII

Address _____

On 5/10/2014



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 9604 SANGUIS LANE, AUSTIN TEXAS 78733 (address) and/or (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

☒ We do not have need for an easement on the property as described in the accompanying document.

☐ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Comments:

Austin Energy approves subject to: The most northerly 50 foot wide PUEs between 2 and 3 must be retained, in order to cover the existing guy wires and anchor.

[Signature]
Signature

Sonny Poole
Printed Name

Active Mgr Public Involvement
Title

Austin Energy
Utility Company or District

11-10-09
Date

Please return this completed form to:

[Signature]
Name

8309 ARBOLES CR.
Address

AUSTIN TX. 78737
City/State/Zip



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, AND Meredith Power, GRANTEE*, wherein GRANTOR does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE, situated in Travis County, Texas, and described as follows:

Lots 2, 3, 36 and 37, Austin Lake Estates, Sections 1 and 3, Block 5, of said subdivision, Deed of record in Document 2009053757, Official Records of Travis County, Texas

Said land of GRANTEES being subject to:

Easements recorded in Volume 9, Pages 34 and 133, Official Records of Travis County, Texas,

The portion of said easements to be hereby released, described as follows:

All of the 5 foot PUE's on either side of the common property lines of Lots 2, 3, 36 and 37, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 19TH day of NOVEMBER, 2009.

SOUTHWESTERN BELL TELEPHONE COMPANY

Name: *Marc Potter*

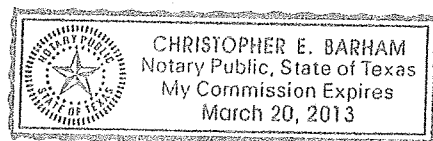
Title: MGR.-ENG. DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared MARC POTTER, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 20 day of NOVEMBER, 2009.

Christopher E. Barham
Notary Public in and for the State of TX
My Commission Expires 03/20/2012

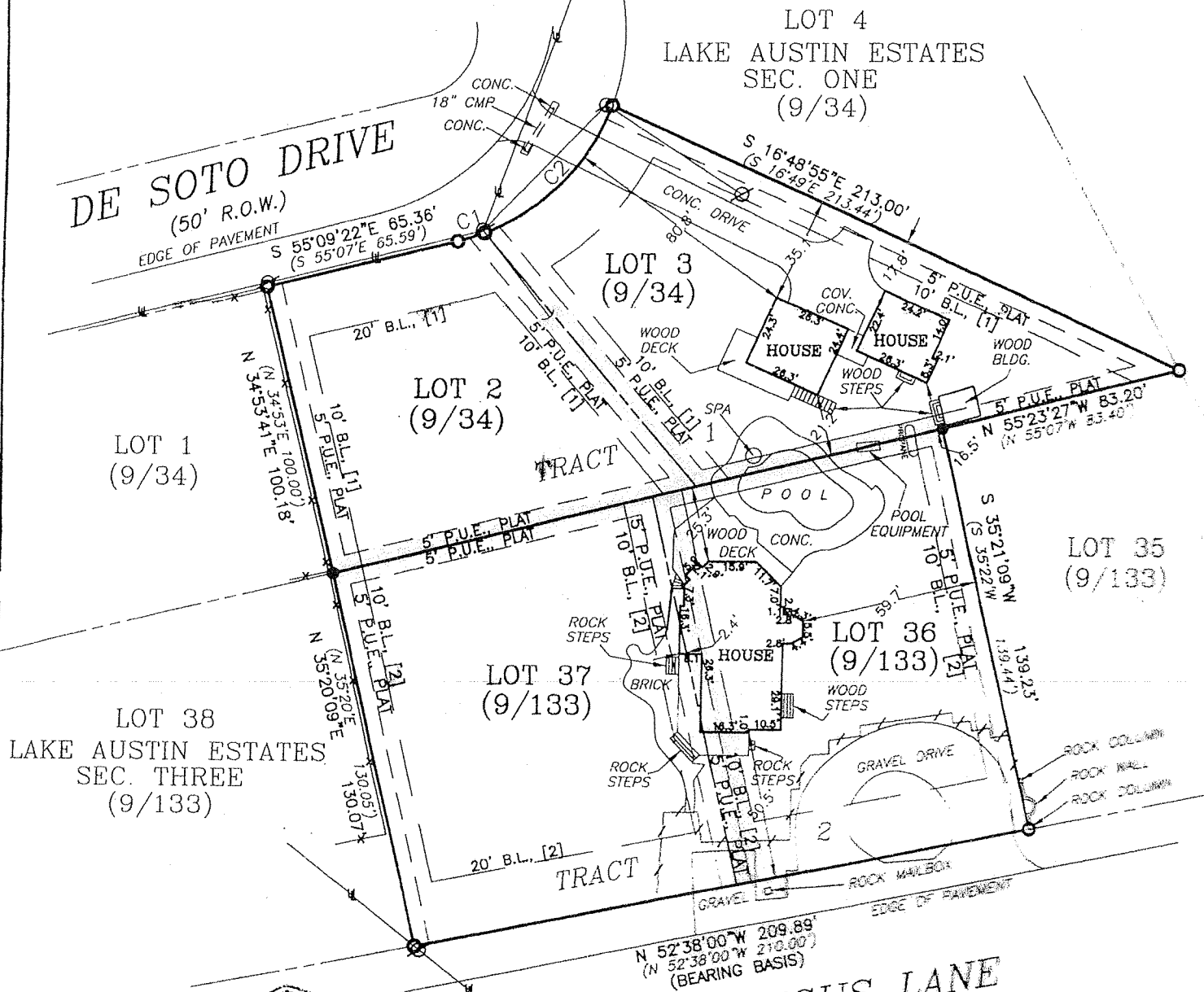


LEDGER
L4354
FILE NUMBER

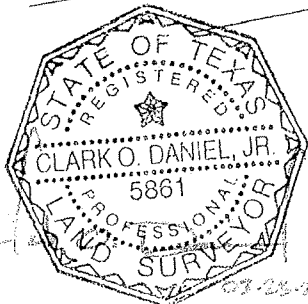
Curve	Radius	Length	Chord	Chord Bear.
C1	72.22'	9.37'	9.36'	S 58°52'49" E
(C1)	(72.22')	(9.42')	(9.41')	(S 58°51' E)
C2	72.22'	62.01'	60.12'	S 86°51'43" E
(C2)	(72.22')	(61.88')	(60.00')	(S 87°08' E)

LEGEND

—/—	WOOD FENCE
—X—	WIRE FENCE
—U—	UTILITY LINE
—G—	GUY WIRE
—P—	UTILITY POLE
⊙	A/C UNIT
⊙	WATER METER
⊙	IRON ROD FND.
⊙	PIPE FND.



9604 SAUGUS LANE
(R.O.W. VARIES)
(A.K.A. CORONADO DRIVE - PER PLAT)



LEDGER
L4354
FILE NUMBER

TRACT 1:
LOT No. 2 & 3 BLOCK 5 SUBDMISION / ADDITION AUSTIN LAKE ESTATES
SECTION ONE PHASE — Book 34 Cabinet Slide PLAT RECORDS
TRAVERS COUNTY, TEXAS Volume 9
CITY Reference: MEREDITH POWER

TRACT 2:
LOT No. 36 & 37 BLOCK 5 SUBDMISION / ADDITION AUSTIN LAKE ESTATES
SECTION THREE PHASE — Book 133 Cabinet Slide PLAT RECORDS
TRAVERS COUNTY, TEXAS Volume 9
CITY Reference: MEREDITH POWER

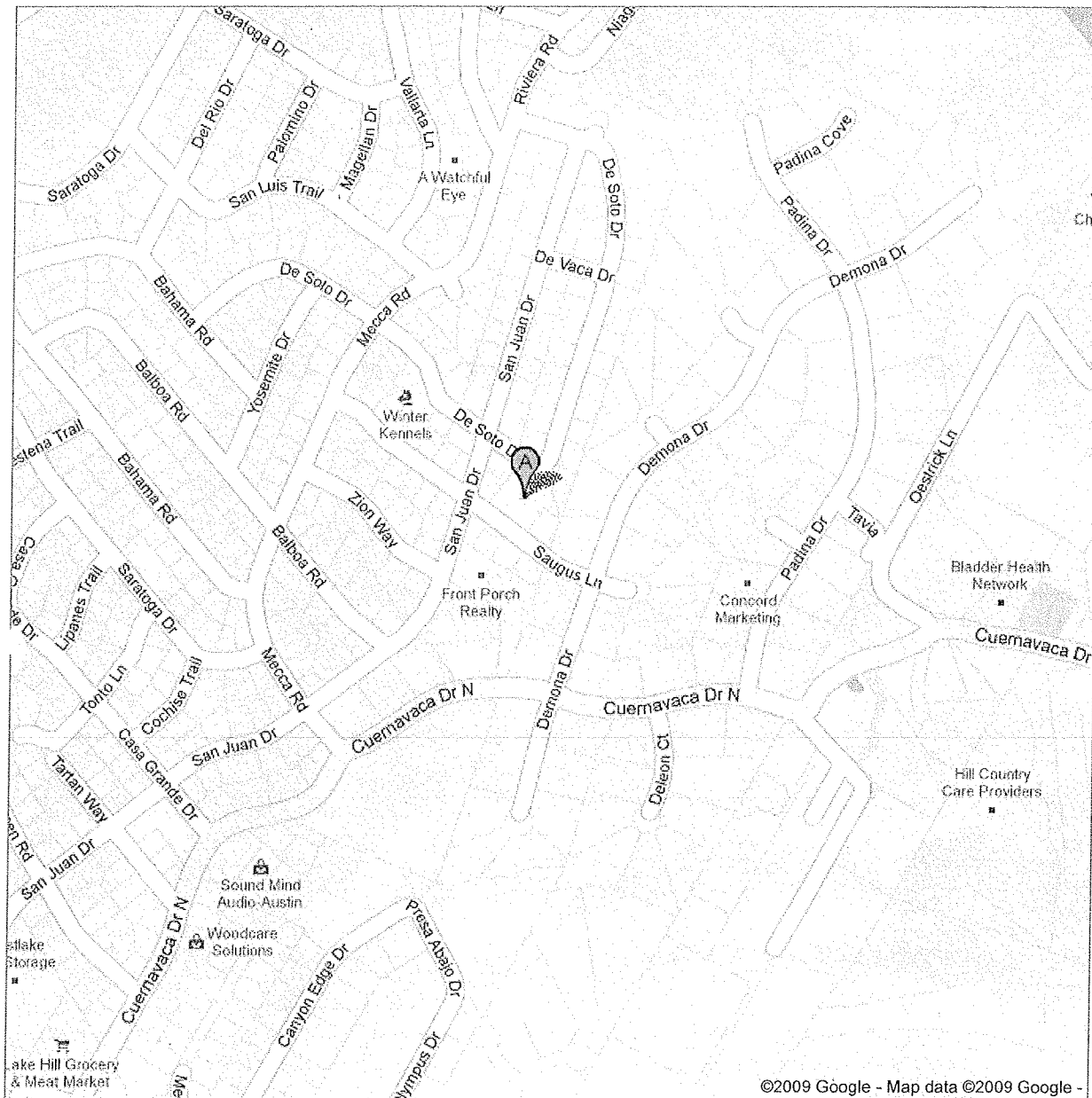
SURVEYOR'S NOTES

- () DENOTES RECORD INFORMATION
- [1] BUILDING LINE PER VOL. 1982, PG. 34
- [2] BUILDING LINE PER VOL. 1974, PG. 252
- ES&M RESEARCH PERFORMED BY ALL POINTS AND THE UNDERSIGNED SURVEYOR HAS LIMITED TO INFORMATION SUPPLIED BY ES&M TITLE & STRATA COMPANY FOR COMMITMENT 12/1/2009 EFFECTIVE DATE WHICH IS 2009 PARAGRAPHS 12, 13, 14 & 15 TRACT 1 & 2 ARE SUBJECT TO THE EXIST. RIGHTS BUILDING LINES & RESTRICTIVE COVENANTS AS SHOWN IN VOL. 1982, PG. 34 VOL. 1974, PG. 252 BK. 1, PG. 34 (PLAT) AND
- LOTS 26 & 27 TRACT 1 ARE SUBJECT TO THE EXIST. RIGHTS BUILDING LINES & RESTRICTIVE COVENANTS AS SHOWN IN VOL. 1982, PG. 34 VOL. 1974, PG. 252 BK. 1, PG. 34 (PLAT)

Google maps

Address **9604 Saugus Ln**
Austin, TX 78733

Notes Vacate eight 5' PUEs located on
Lots 2 & 3, Blk 5 of Austin Lake
Estates, Section One and Lots
36 & 37, Blk 5 of Austin Lake
Estates, Section Three.
Commissioner Karen Huber,
Precinct Three.



C4

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, February 9, 2010
(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 January 26, 2010**

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.

40

MINUTES OF MEETING JANUARY 26, 2010

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 26th day of January 2010, the Commissioners' Court convened the Voting Session at 9:15 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court retired to Executive Session at 11:08 AM.

The Commissioners Court reconvened the Voting Session at 11:49 AM.

The Commissioners Court recessed the Voting Session at 12:28 PM.

The Commissioners Court reconvened the Voting Session at 1:52 PM.

The Commissioners Court recessed the Voting Session at 3:45 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 3:45 PM and adjourned at 3:45 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 3:45 PM and adjourned at 3:46 PM.

The Commissioners Court reconvened the Voting Session at 3:46 PM.

The Commissioners Court retired to Executive Session at 3:46 PM.

The Commissioners Court reconvened the Voting Session at 4:46 PM.

The Commissioners Court adjourned the Voting Session at 5:05 PM.

JANUARY 26, 2010 VOTING SESSION

PAGE 3

2. RECEIVE COMMENTS REGARDING A REQUEST FOR PROPOSED STREET NAME CHANGE FOR AN OLD SEGMENT OF GATTIS SCHOOL ROAD TO "HUNTINGTON COURT." (COMMISSIONER ECKHARDT) (ACTION ITEM #11) (9:23 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 11 for a summary of the action item.

Motion by Commissioner Eckhardt 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: Joe Gieselman, Executive Manager, TNR.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to close the public hearing.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident; Vikki Goodwin, Travis County Resident; and Maurice Priest, Travis County Resident. (9:24 AM)

CONSENT ITEMS

Motion by Commissioner Gómez and seconded by Commissioner Davis to approve the following Consent Items: C1-C4 and Items 5, 6, 7, 8, 10, 11, 13, 16, 17.A&B, 18.A&B, 19, 20, 21, and 22. (9:34 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 PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. APPROVE PROCLAMATION RECOGNIZING THE 10TH ANNUAL CENTRAL TEXAS AFRICAN-AMERICAN FAMILY SUPPORT CONFERENCE TO BE HELD ON FEBRUARY 11 AND 12, 2010, AT THE DOWNTOWN HYATT REGENCY HOTEL. (JUDGE BISCOE)
- C4. APPROVE MINUTES FOR VOTING SESSIONS OF JANUARY 5 AND 12, 2010.

RESOLUTIONS AND PROCLAMATIONS

3. APPROVE PROCLAMATION RECOGNIZING THE MONTH OF JANUARY 2010 AS "MENTORING MONTH" IN TRAVIS COUNTY. (JUDGE BISCOE) (9:36 AM)

Members of the Court heard from: Leroy Nellis, Budget Manager, Planning and Budget Office (PBO); and Christin Alvarado, Mentor Coordinator, Austin Partners In Education (APIE).

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

4. APPROVE RESOLUTION DESIGNATING THE MONTH OF JANUARY, 2010 AS "POVERTY AWARENESS MONTH" IN TRAVIS COUNTY. (JUDGE BISCOE) (9:42 AM)

Members of the Court heard from: Katie Navine, Vice President, Workforce Development Services, Goodwill Industries of Central Texas; and Chair, Basic Needs Coalition; and Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS).

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve the Resolution in Item 4.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

PURCHASING OFFICE ITEMS

5. DECLARE LISTING OF CERTAIN EQUIPMENT AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (9:34 AM)

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. APPROVE MODIFICATION NO. 3, AN ASSIGNMENT OF CONTRACT NO. 07T00026RG, FROM ENTERPRISE RENT A CAR TO EAN HOLDINGS, LLC D/B/A ENTERPRISE RENT A CAR. (9:34 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 08AE0209LP, KLOTZ & ASSOCIATES, FOR WELLS BRANCH AND THERMAL DRIVE SIDEWALK IMPROVEMENTS. (9:34 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 7) TO INTERLOCAL CONTRACT NO. IL040149ML, LIMESTONE COUNTY, FOR INMATE HOUSING SERVICES. (9:34 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 MODIFICATION NO. 4 TO CONTRACT NO. 07T00145LD, SCS FIELD SERVICES, FOR 290 EAST LANDFILL OPERATIONS AND MAINTENANCE SERVICES. (3:46 PM) (4:46 PM)

Clerk's Note: Judge Biscoe announced that Item 9 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: Jon White, Natural Resources Program Manager, TNR.

Motion by Commissioner Eckhardt and seconded by Commissioner Huber to approve Modification No. 4 in Item 9.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

10. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN ORDER TO REJECT THE DEDICATION OF PASEO SUR IN ARROYO DOBLE, SECTION FOUR SUBDIVISION. (COMMISSIONER HUBER) (9:34 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST FOR PROPOSED STREET NAME CHANGE FOR AN OLD SEGMENT OF GATTIS SCHOOL ROAD TO "HUNTINGTON COURT." (COMMISSIONER ECKHARDT) (9:34 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.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

12. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION REGARDING RELIEF ASSISTANCE TO RESIDENTS OF HAITI. (10:36 AM)

Clerk's Note: The Court discussed Staff recommendations:

- Have a Red Cross representative in the Granger building Friday, January 29, 2010 between 10:00 AM and 2:00 PM where employees and the public could donate directly to the Red Cross
- Provide a link on the Travis County website to the Red Cross to allow employees to donate electronically and learn about the Red Cross

Members of the Court heard from: Sherri Fleming, Executive Manager, TCHHS&VS; Elaine Acker, Chief Executive Officer, American Red Cross of Central Texas; and Marty McKellips, Chief Marketing Officer, American Red Cross of Central Texas.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve both of these recommendations, and inform Travis County employees via voicemail broadcast and email.

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

PLANNING AND BUDGET DEPT. ITEMS

13. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:34 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. CONSIDER AND TAKE APPROPRIATE ACTION ON ANNUAL APPLICATION FOR AN EXISTING GRANT PROGRAM WITH THE OFFICE OF THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR RESOURCES FOR THE JUVENILE ASSESSMENT CENTER IN THE JUVENILE PROBATION DEPARTMENT. (10:48 AM)

Motion by Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve Item 14.

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

15. RECEIVE UPDATE FROM BROADDUS AND ASSOCIATES CONCERNING THE CENTRAL CAMPUS NEEDS ASSESSMENT AND MASTER PLAN STUDY, INCLUDING REVIEW OF SPACE STANDARDS, STAFFING PROJECTIONS AND SUMMARY SPACE PROGRAMMING INFORMATION FOR ALL COUNTY OFFICES AND DEPARTMENTS AND TAKE APPROPRIATE ACTION. (9:15 AM)

Item 15 postponed until February 2, 2010.

ADMINISTRATIVE OPERATIONS ITEMS

16. 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 \$421,088.38 FOR THE PERIOD OF JANUARY 8 TO 14, 2010. (9:34 AM)

Clerk's Note: Item 16 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 ON THE FOLLOWING:
(9:34 AM)

A. PROPOSED ROUTINE PERSONNEL AMENDMENTS; AND

B. NON-ROUTINE REQUEST FROM THE JUVENILE PROBATION DEPARTMENT FOR A VARIANCE TO TRAVIS COUNTY CODE SECTION 10.03009, VOLUNTARY JOB CHANGE.

Clerk's Note: Items 17.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. A. CONSIDER AND TAKE APPROPRIATE ACTION ON EMPLOYEE REFUNDS UNDER TUITION REIMBURSEMENT POLICY 10.021; AND
B. AUTHORIZE THE COUNTY AUDITOR AND TREASURER TO REIMBURSE CERTAIN EMPLOYEES. (9:34 AM)

Clerk's Note: Items 18.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A UNIFIED DEVELOPMENT AGREEMENT REQUESTED BY THE CITY OF AUSTIN FOR THE NEW PRECINCT ONE OFFICE BUILDING PROJECT. (9:34 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.

JUSTICE AND PUBLIC SAFETY ITEMS

20. CONSIDER AND TAKE APPROPRIATE ACTION ON STAR FLIGHT DISPATCH MATRIX REGARDING DISPATCH PROTOCOLS FOR STAR FLIGHT HELICOPTERS. (9:34 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDATION TO INCREASE THE LIFT-OFF FEE CHARGED TO PATIENTS FOR STAR FLIGHT SERVICES. (9:34 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

22. CONSIDER AND TAKE APPROPRIATE ACTION ON APPOINTMENT OF MARY WOLF AND MATIAS GARCIA TO FILL TWO VACANCIES FOR PRECINCT THREE ON THE TRAVIS COUNTY CHILDRENS PROTECTIVE SERVICES BOARD, EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2013. (COMMISSIONER HUBER) (9:34 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE DOWNTOWN ALLIANCE FOR COUNTY PARTICIPATION IN STUDY OF THE FEASIBILITY OF A DOWNTOWN AUSTIN TRANSPORTATION MANAGEMENT ASSOCIATION. (COMMISSIONER ECKHARDT) (9:15 AM)

Item 23 postponed until February 2, 2010.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

24. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION ON REVISION OF POLICY RELATED TO FAMILY AND MEDICAL LEAVE BASED ON FINAL REGULATION PROMULGATED BY DEPARTMENT OF LABOR AND RECENT REVISIONS TO LAW. ¹ (3:46 PM) (4:48 PM)

Clerk's Note: Judge Biscoe announced that Item 24 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 24 to be reposted on February 16, 2010.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON BROKERAGE SERVICES AGREEMENT WITH UGL EQUIS CORPORATION. ¹ (3:46 PM) (4:48 PM)

Clerk's Note: Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: John Hille, Assistant County Attorney.

Discussion only. No formal action taken.

Item 25 to be reposted on February 9, 2010.

26. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN THE CENTRAL AUSTIN AREA. ¹AND ² (11:08 AM) (11:49 AM) (4:49 PM)

Clerk's Note: Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Clerk's Note: The Court received a presentation regarding the purchase of 700 Lavaca Street, and discussed the 90-day due diligence period that began Friday, January 22, 2010, after the signing of the Purchase and Sale Agreement by the owners of 700 Lavaca Street.

Members of the Court heard from: Rodney Rhoades, Executive Manager, PBO; Roger El Khoury, Director, Facilities Management; Susan Spataro, Travis County Auditor; and Keith Zimmerman, Vice President, UGL Equis.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that a subcommittee of the Commissioners Court assist with this, and that that subcommittee be made up of Commissioner Huber and the County Judge.

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 discussed Staff recommendations to direct broker, Keith Zimmerman, Vice President, UGL Equis, to contact the tenants at 700 Lavaca Street, look at their leases, and assure them that Travis County will be a good landlord.

Motion by Commissioner Gómez and seconded by Commissioner Eckhardt to approve Staff recommendations.

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 thanked Staff for their hard work.

ITEM 26 CONTINUED

Clerk's Note: The Court discussed distribution of a press release to the local media regarding the purchase of 700 Lavaca Street.

Motion by Judge Biscoe and seconded by Commissioner Davis that we just send it out with everybody's name on it (the Commissioners Court); that we ask Staff, headed by Deece Eckstein, Intergovernmental Relations Officer to get this to the designated media as quickly as possible; and that may well mean emailing, faxing, and the other ways that you get materials distributed to local media expeditiously.

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 BRIEFING FROM CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION AND CAPITAL AREA COUNCIL OF GOVERNMENTS ON THE U.S. ENVIRONMENTAL PROTECTION AGENCY'S PROPOSED REVISIONS TO GROUND LEVEL OZONE STANDARDS AND TAKE APPROPRIATE ACTION. (9:54 AM) (4:51 PM)

Clerk's Note: The Court discussed working on comments for the Environmental Protection Agency (EPA) to be presented in writing by March 22, 2010.

Members of the Court heard from: Adele Noel, Air Quality Project Manager, TNR; Bill Gill, Program Director, Regional Planning, Capital Area Council of Governments (CAPCOG); Cathy Stephens, Environmental Program Manager, Capital Area Metropolitan Planning Organization (CAMPO); and Tom Weber, Environmental Quality Program Manager, TNR.

Clerk's Note: The Court discussed working on comments for the Environmental Protection Agency (EPA) to be presented in writing by March 22, 2010.

Item A1 was revisited at 4:51 PM.

Clerk's Note: The Court discussed comments to be presented by Staff at the EPA public hearing in Houston on Tuesday, February 2, 2010.

Members of the Court heard from: Jon White, Natural Resources Program Manager, TNR; Tom Weber, Environmental Quality Program Manager, TNR; and Julie Joe, Assistant County Attorney.

Discussion only. No formal action taken.

THIS ITEM WILL BE CALLED UP AT 1:30 P.M.

A2. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(1:52 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.

Clerk's Note: Items A2.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; Tom Weber, Environmental Quality Program Manager, TNR; Maurice Priest, Travis County Resident; Kenneth Koym, Imperial Valley Homeowners Association; Judith Holden, Travis County Resident; Richard McDonald, Travis County Resident; Julie Joe, Assistant County Attorney; Ryan Metz, Travis County Resident; Carla Bright, Sales Agent, Reytex Homes; Nancy Goodman, Travis County Resident; Stacey Scheffel, Flood Plain Manager, TNR; Henry Gilmore, Partner, DuBois, Bryant, and Campbell, LLP, Representing TXI Operations, LP; John Joseph, Attorney, Clark, Thomas & Winters, Representing TXI Operations, LP; and Maurice Osborn, Manager of Communication and Government Affairs, TXI Operations, LP.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we approve the two applications before us, and the transportation agreement.

A Substitute Motion was made by Commissioner Davis and Seconded by Commissioner Huber to deny the applications in Items A2.A&B.

Clerk's Note: The Court voted on the Substitute Motion and Second.

Motion failed:	County Judge Samuel T. Biscoe	no
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	no
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	no

ITEM A2 CONTINUED

Clerk's Note: The Court voted on the Original Motion and Second.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	no
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	no
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: Commissioner Huber noted for the record that no one in the courtroom raised their hand when asked if they would like to live next to a gravel and sand mining operation.

- A3. CONSIDER AND TAKE APPROPRIATE ACTION TO FURTHER PURSUE PARTNERSHIP WITH THE CITY OF AUSTIN AND OTHERS FOR THE MONITORING OF INDUSTRIAL SITES ADJACENT TO RESIDENTIAL AND OTHER SENSITIVE RECEPTOR NEIGHBORS. (COMMISSIONER ECKHARDT) (3:34 PM)

Members of the Court heard from: Maurice Priest, Travis County Resident; Kenneth Koym, Imperial Valley Homeowners Association; and Ryan Metz, Travis County Resident.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we would indicate to the City of Austin that we think we ought to do this and we ought to do it generally speaking, but with an intention to apply it to TXI Operations LP (TXI) as soon as possible. At the appropriate time, we will decide whether or not we want TXI's involvement and if we do, we'll communicate with them and if not, we will get this monitoring done on our own without TXI, but working with other governmental entities willing to do it.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The County Judge noted that by passing the above motion the Court has approved pursuing partnerships with other governmental entities for the monitoring of industrial sites.

A4. RECONSIDER AND MODIFY ACTION TAKEN DURING JANUARY 19, 2010 COURT SESSION ON THE FOLLOWING REQUESTS FOR A REDUCED FEE FOR USE OF THE TRAVIS COUNTY EXPOSITION CENTER (MAIN ARENA): (10:48 AM)

A. THE SPECIAL OLYMPICS OF TEXAS DURING THE EVENING OF FEBRUARY 6, 2010; AND

B. THE AUSTIN PARTNERS IN EDUCATION DURING THE DAYTIME ON FEBRUARY 6, 2010.

Clerk's Note: Items A4.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Kathrin Brewer, Organization Director, APIE; Christin Alvarado, APIE; Michael Norton, Director, Travis County Exposition Center; and Tenley Aldredge, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis that we ask APIE to pay us \$1,500.00, and that the County or the Housing Finance Corporation transfer to the Expo Center an additional \$1,500.00, which would give the Expo Center a total at of \$3,000.00 for this event; that we treat it more like us partnering to make the event occur rather than just a discount for the Expo Center, and in preparation for next year, if the event is going to be there, if we start a bit earlier and try to work it out.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	no
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Commissioner Davis and seconded by Commissioner Huber to adjourn the Voting Session. (5:05 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	absent

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge


2

BOARD OF DIRECTORS
NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

Voting Session Tuesday, February 9, 2010
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Northwest Travis County
Road District No. 3 Minutes for the:**
Voting Session of January 26, 2010

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 – JANUARY 26, 2010

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 26th day of January 2010, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 3:45 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 Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 3:45 PM.

1. AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS.
(3:45 PM)

Motion by Commissioner Gómez and seconded by Commissioner Huber to approve the investments in Item 1.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

2. APPROVE N.W.T.C.R.D.#3 MINUTES FOR THE VOTING SESSION OF JANUARY 12, 2010. (3:45 PM)

Motion by Commissioner Gómez and seconded by Commissioner Huber to approve Item 2.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Commissioner Gómez **and seconded by** Commissioner Eckhardt to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (3:45 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 ROAD DISTRICT BOARD

Date of Approval

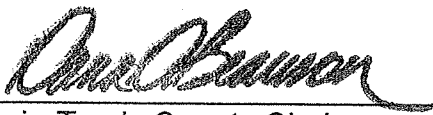
Samuel T. Biscoe, Travis County Judge

2

Board of Directors
Travis County Bee Cave Road District No. 1 Agenda Request

Voting Session Tuesday, February 9, 2010
(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
January 26, 2010.**
- 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 – JANUARY 26, 2010

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 26th day of January, 2010, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 3:45 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 Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 3:46 PM.

1. AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS.
(3:46 PM)

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to approve the investments in Item 1.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

2. APPROVE TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 MINUTES FOR THE VOTING SESSION OF JANUARY 12, 2010. (3:46 PM)

Motion by Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve Item 2.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Samuel T. Biscoe, Travis County Judge

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session February 9, 2010 Executive Session _____
 Date Date Date

I. A. Request made by: Samuel T. Biscoe, President

Requested Text: 1. Consider and take appropriate action to approve resolution authorizing the execution of First Amendment to Loan Agreement between the Corporation and Westminster Manor related to the Corporation's Series 2009 Revenue Bonds (Westminster Manor Project).

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.



**NAMAN HOWELL
SMITH & LEE**
ATTORNEYS AT LAW

MEMORANDUM
from
William C. Blount

(512) 479-0300
Fax (512) 474-1901
E-mail: blount@namanhowell.com

TO: Board of Directors of Travis County Health Facilities Development Corporation

DATE: February 1, 2010

RE: Resolution Approving execution of First Amendment to Loan Agreement related to 2009 Bonds issued for Westminster Manor

Agenda Date: February 9, 2010

Westminster Manor has requested that the Corporation approve this amendment to the loan agreement to (a) correct an inconsistency between two subsections in the loan agreement concerning the payment of amounts due under a construction line of credit and (b) add a subsection requiring entrance fees from Westminster to be deposited with the trustee upon the occurrence of and event of default.

I am attaching copies of the current drafts of the resolution to be approved by the Corporation and the amendment.

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

cc: Harvey Davis, w/o attachments
Ladd Pattillo, w/o attachments

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

and

WESTMINSTER MANOR

FIRST AMENDMENT TO LOAN AGREEMENT

Dated as of February 9, 2010

relating to

**Travis County Health Facilities Development Corporation
Revenue Bonds
(Westminster Manor Project)
Series 2009**

FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT dated as of February 9, 2010 (this "First Amendment") is among the Travis County Health Facilities Development Corporation, a Texas non-profit health facilities development corporation (the "Issuer") and Westminster Manor, a Texas non-profit corporation (the "Borrower"),

WITNESSETH:

WHEREAS, the Issuer has previously issued its Revenue Bonds (Westminster Manor Project) Series 2009 (the "2009 Bonds") in the original aggregate principal amount of \$23,400,000, pursuant to a Bond Indenture of Trust and Security Agreement dated as of December 1, 2009 between the Issuer and The Bank of New York Mellon Trust Company, National Association, as trustee, and a Loan Agreement dated as of December 1, 2009 (the "Original Loan Agreement") between the Issuer and the Borrower;

WHEREAS, it has been proposed that a certain amendment be made to Section 3.05(B)(i) of the Original Loan Agreement in order to correct a provision of Section 3.05(B)(i) that is inconsistent with Section 3.05(B)(ii);

WHEREAS, Section 1.12(D) of the Original Loan Agreement allows the Issuer and the Borrower, when authorized by their respective Board Resolutions, to enter into one or more amendments or supplements to the Original Loan Agreement in order "to cure any ambiguities, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Loan Agreement, provided that such action shall not adversely affect the interests of the Bondholders . . . , or to make any change in Section 5.07 which, in the Opinion of Counsel, will not adversely affect any exclusion of interest on any Bond from the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes";

WHEREAS, the Trustee has received an Opinion of Counsel to the effect that this First Amendment will not adversely affect the interests of the Bondholders;

WHEREAS, it has been further proposed that a certain addition be made to Section 3.05 of the Original Loan Agreement in order to add provision Section 3.05(C);

WHEREAS, Section 1.12(E) of the Original Loan Agreement allows the Issuer and the Borrower, when authorized by their respective Board Resolutions, to enter into one or more amendments or supplements to the Original Loan Agreement "with the approval of the Holders of the same percentage in principal amount of the Bonds then Outstanding affected by such amendment or supplement as the percentage in principal amount of the Bonds then Outstanding affected by any supplemental indenture the consent of the Holders of which is sufficient for the authorization of such supplemental indenture pursuant to Section 9.02 of the Bond Indenture, to add any provisions to or change in any manner or eliminate any provisions" of the Original Loan Agreement; and

WHEREAS, all acts and things necessary to make this First Amendment the valid, binding, and legal obligation of the Issuer, and to constitute these presents, together with the Original

Loan Agreement, a valid agreement according to its terms and the terms of the Original Loan Agreement, as amended hereby, have been done and performed, and the execution of this First Amendment has in all respects been duly authorized, and the Issuer, in the exercise of the legal right and power vested in it, executes this First Amendment;

NOW, THEREFORE, in consideration of the premises, the Issuer covenants and agrees with the Borrower as follows:

ARTICLE I

AMENDMENTS

Section 1.1. Entrance Fee Account.

1. Section 3.05(B)(i) of the Original Loan Agreement is hereby deleted in its entirety and replaced with the following:

“(i) two Business Days preceding each March 1, June 1, September 1, and December 1, commencing March 1, 2010, Frost will notify the Bond Trustee of the balance outstanding and then due for payment, if any, on the Line of Credit Construction Loan Agreement dated as of December 30, 2009 (the “Line of Credit”), and”.

2. Section 3.05(C) is hereby added to the Original Loan Agreement as follows:

“C. Upon the occurrence and continuation of an Event of Default under the Master Indenture, the Borrower shall cease to deposit Entrance Fees into the Entrance Fee Account and shall instead deposit all Entrance Fees with the Master Trustee in accordance with Section 3.01 of the Master Indenture.”

ARTICLE II

PROVISIONS OF GENERAL APPLICATION

Section 2.1. Effective Date. This First Amendment shall be effective on the date hereof.

Section 2.2. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 2.3. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

Section 2.4. Defined Terms. Unless otherwise defined herein, all initially capitalized terms used herein shall have the meanings assigned to such terms in the Original Loan Agreement.

Section 2.5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute one and the same instrument.

Section 2.6. Authorized Signatories. The persons signing this First Amendment are duly authorized to execute it on behalf of the party they purport to represent, and each party warrants that it is authorized to execute this First Amendment and to perform its duties hereunder.

Section 2.7. Successors and Assigns. All covenants and agreements in this First Amendment by the Issuer and the Borrower shall bind their respective successors and assigns, whether so expressed or not.

Section 2.8. Severability. In case any provision in this First Amendment or any application hereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

Section 2.9. Original Loan Agreement in Full Force and Effect. Except to the extent modified by this First Amendment, all provisions of the Original Loan Agreement are hereby confirmed to be in full force and effect.

Section 2.10. Construction of First Amendment. The First Amendment is executed as and shall constitute an amendment to the Original Loan Agreement and shall be construed in connection with and as part of the Original Loan Agreement.

Section 2.11. Entire Agreement. This First Amendment, together with the Original Loan Agreement as amended hereby, contains the entire agreement of the parties as to the subject matter hereof, and supersedes all other representations, warranties, agreements and understandings between the parties, oral or otherwise, with respect to the matters contained herein and therein.

Section 2.12. Effectiveness. This First Amendment shall become effective and binding upon the Issuer, the Borrower, the Trustee, and the holders of the series of the Bonds, immediately upon its execution and delivery by the parties hereto.

Section 2.13. Trustee. The Trustee makes no representations as to the validity or sufficiency of this First Amendment.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed by persons thereunto duly authorized, as of the day and year first written above.

**TRAVIS COUNTY HEALTH FACILITIES
DEVELOPMENT CORPORATION**

By: _____
President

WESTMINSTER MANOR

By: _____
Chair

Consented and agreed to by:

THE FROST NATIONAL BANK, as Holder
of 41.9% of the 2009 Bonds

By: _____
Title: _____

IBERIABANK *fsb*, as Holder of 29.1% of the
2009 Bonds

By: _____
Title: _____

AMERICAN BANK, N.A., as Holder of 29.1%
of the 2009 Bonds

By: _____
Title: _____

CERTIFICATE FOR RESOLUTION

The undersigned officer of the Travis County Health Facilities Development Corporation (the "Issuer") hereby certifies as follows:

1. In accordance with the bylaws of the Issuer, the Board of Directors of the Issuer (the "Board") held a meeting on February 9, 2010 (the "Meeting") of the duly constituted officers and members of the Board, at which a duly constituted quorum was present. Whereupon among other business transacted at the Meeting, a written

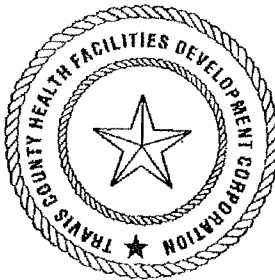
RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO LOAN AGREEMENT IN CONNECTION WITH THE ISSUER'S REVENUE BONDS (WESTMINSTER MANOR PROJECT) SERIES 2009; AND OTHER MATTERS IN CONNECTION THEREWITH

(the "Resolution") was duly introduced for the consideration of the Board and discussed. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a majority vote of the Board.

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board's minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting; and the Meeting was held and conducted in accordance with the Articles of Incorporation and the Bylaws of the Issuer.

SIGNED AND SEALED February 9, 2010.

President



RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO LOAN AGREEMENT IN CONNECTION WITH THE ISSUER'S REVENUE BONDS (WESTMINSTER MANOR PROJECT) SERIES 2009; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Commissioners Court of Travis County, Texas has, pursuant to the Texas Health Facilities Development Act, Chapter 221 Texas Health and Safety Code, as amended, approved and created the Travis County Health Facilities Development Corporation, a non-stock, non-profit health facilities development corporation (the "Issuer");

WHEREAS, the Issuer has previously issued its Revenue Bonds (Westminster Manor Project) Series 2009 in the original aggregate principal amount of \$23,400,000, pursuant to a Bond Indenture of Trust and Security Agreement dated as of December 1, 2009 between the Issuer and The Bank of New York Mellon Trust Company, National Association, as trustee, and a Loan Agreement dated as of December 1, 2009 (the "Original Loan Agreement") between the Issuer and the Borrower;

WHEREAS, it has been proposed that a certain amendment be made to Section 3.05(B)(i) of the Original Loan Agreement in order to correct a provision of Section 3.05(B)(i) that is inconsistent with Section 3.05(B)(ii);

WHEREAS, Section 1.12(D) of the Original Loan Agreement allows the Issuer and the Borrower, when authorized by their respective Board Resolutions, to enter into one or more amendments or supplements to the Original Loan Agreement in order "to cure any ambiguities, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Loan Agreement, provided that such action shall not adversely affect the interests of the Bondholders";

WHEREAS, it has been further proposed that a certain addition be made to Section 3.05 of the Original Loan Agreement in order to add provision Section 3.05(C);

WHEREAS, Section 1.12(E) of the Original Loan Agreement allows the Issuer and the Borrower, when authorized by their respective Board Resolutions, to enter into one or more amendments or supplements to the Original Loan Agreement "with the approval of the Holders of the same percentage in principal amount of the Bonds then Outstanding affected by such amendment or supplement as the percentage in principal amount of the Bonds then Outstanding affected by any supplemental indenture the consent of the Holders of which is sufficient for the authorization of such supplemental indenture pursuant to Section 9.02 of the Bond Indenture, to add any provisions to or change in any manner or eliminate any provisions" of the Original Loan Agreement;

WHEREAS, a First Amendment to Loan Agreement (the "Amendment to Loan Agreement") attached hereto as Exhibit A has been presented to the Issuer; and

WHEREAS, by its execution of the Amendment to Loan Agreement, the Borrower will consent to the terms of the Amendment to Loan Agreement; now, therefore,

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRAVIS
COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION:**

SECTION 1. The officers of the Issuer are each hereby authorized and directed to execute the Amendment to Loan Agreement in substantially the form attached hereto as Exhibit A and deliver the Amendment to Loan Agreement to the other parties thereto.

SECTION 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 5. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. This Resolution shall be in force and effect from and after its passage.

* * *

EXHIBIT A

First Amendment to Loan Agreement