

#1 / #12

WS # _____

VS # _____

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 04/06/10I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

Consider and take appropriate action regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along the common lot line of Lots 22 and 23, Block W of Apache Shores, Section 6 – a subdivision in Travis County, Precinct 3.

C. Approved by: _____
Commissioner Karen Huber, Precinct Three

II. A. Is backup material attached?*

Yes X

No _____

*Any backup material to be presented to the court must be submitted with this Agenda.

Request – 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?

Yes X No _____ Please list those contacted and their phone number.

John Hille - 854-9415

Austin American-Statesman

Anna Bowlin - 854-9383

Joe Arriaga - 854-9383

Jim Fulton - 854-9383

III. PERSONNEL

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

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately.

____ Additional funding for your department

____ Transfer of funds within your department budget

____ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.



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: March 24, 2010

TO: Members of the Commissioners' Court

THROUGH:  Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director – Development Services

SUBJECT: **Consider and take appropriate action regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along the common lot line of Lots 22 and 23, Block W of Apache Shores, Section 6 – a subdivision in Travis County, Precinct 3.**

Summary and Staff Recommendation:

TNR has received a request to vacate two 5' public utility easements (PUE) located along the common lot line of Lots 22 and 23, Block W of Apache Shores, Section 6. The easements are dedicated per plat note. Both lots front on Saskatchewan Drive, a street not maintained by Travis County.

According to the request letter, the purpose of this vacation request is so that the owner can build a house. The proposed improvements will cross the common lot line of the subject lots.

The utility companies known to be operating in the area have stated that they have no objection to vacating the subject easements. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Page 2

March 24, 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. As of this memo, TNR staff has not received any inquiries in regards to this vacation nor does staff foresee any 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

Affidavit & sign pics

Maps

PS:AB:ps

1105 Saskatchewan Drive

10-PUE-04

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 5' public utility easements located along the common lot line of Lots 22 and 23, Block W within Apache Shores, Section 6 as recorded in Volume 61, Page 6 of the Plat Records of Travis County, Texas, so that the owner can construct a house 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 April 6, 2010 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two 5' public utility easements located along the common lot line of Lots 22 and 23, Block W within Apache Shores, Section 6, 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

CODE: 1105

RECEIVED

FEB 10 2010

TNR

EXHIBIT " "

PARTIAL VACATION
OF 5' PUE

BEING 2212 SQUARE FEET OF LAND OUT OF LOT 22, BLOCK W AND LOT 23, BLOCK W, OF THE FINAL PLAT OF APACHE SHORES, SECTION 6, RECORDED IN VOLUME 61, PAGE 6, PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THE 5' PUE AS PER SAID PLAT AND AS PER VOLUME 4397, PAGE 476, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN KELLY PARTNERS, LLC TRACT RECORDED IN DOCUMENT 2010002626, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2212 SQAURE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND IN THE EASTERKY RIGHT OF WAY OF SASKATCHEWAN DRIVE BEING THE SOUTHEAST CORNER OF SAID LOT 22 AND THE SOUTHWEST CORNER OF SAID LOT 23;

THENCE N 42°30'50" E, ALONG THE COMMON LINE OF SAID LOTS 22 AND 23, 10.11', TO A CALCULATED POINT IN A CURVE TO THE LEFT HAVING A RADIUS OF 248.82', FOR THE POINT OF BEGINNING;

THENCE THROUGH SAID LOT 22 THE FOLLOWING (3) CALLS:

- (1) ALONG SAID CURVE TO THE LEFT HAVING AN ARC OF 5.04' AND BEARING N 39°54'22" W, 5.04', TO A CALCULATED POINT FOR THE SOUTHWEST CORNER HEREOF;
- (2) N 42°30'50" E, 219.62', TO A CALCULATED POINT FOR THE NORTHWEST CORNER HEREOF;
- (3) S 57°16'28" E, 5.07', TO A CALCULATED POINT IN THE COMMON LINE OF SAID LOT 22 AND 23 (BEARING S 42°30'50" E, 5.07' FOR A IRON ROD SET BEING THE NORTHEAST CORNER OF SAID LOT 22 AND THE NORTHWEST CORNER OF SAID LOT 23);

THENCE THROUGH SAID LOT 23 THE FOLLWING (3) CALLS:

- (1) S 57°16'28" E, 5.07', TO A CALCULATED POINT FOR THE NORTHEAST CORNER HEREOF;
- (2) S 42°30'50" W, 222.77', TO A CALCULATED POINT IN A CURVE TO THE LEFT HAVING A RADIUS OF 282.82';
- (3) ALONG SAID CURVE TO THE LEFT HAVING AN ARC OF 5.06' AND BEARING N 38°48'14" W, 5.06' TO THE POINT OF BEGINNING CONTAINING 2212 SQUARE FEET OF LAND.



2-8-2010

EDWARD C. RUMSEY, TX. RPLS #5729
ALL STAR LAND SURVEYING
9020 ANDERSON MILL ROAD
AUSTIN, TEXAS 78729
JOB # FN0109610
AUSTIN GRID-31Z

SCALE 1"=40'

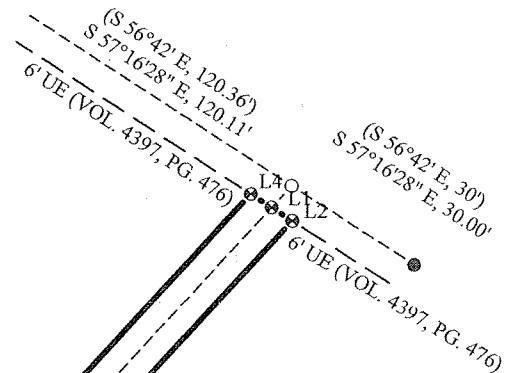
BEING 2212 SQUARE FEET OF LAND OUT OF LOT 22, BLOCK W, AND LOT 23, BLOCK W, OF THE FINAL PLAT OF APACHE SHORES, SECTION 6, RECORDED IN VOLUME 61, PAGE 6, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE 5' PUE AS PER SAID PLAT AND RECORDED IN VOLUME 4397, PAGE 476, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN KELLY PARTNERS, LLC TRACT RECORDED IN DOCUMENT 2010002626, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 2212 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SURVEY DATE	02 01 2010	
JOB NO.	A0109610	
CALC BY	JEREMY WARREN	02 01 2010
DRAWN BY	JEREMY WARREN	02 01 2010
CHECKED BY	JEREMY WARREN	02 01 2010
RPLS CHECK	EDWARD RUMSEY	02 01 2010

PARTIAL VACATION OF 5' PUE

APACHE SHORES
SECTION 2
(VOL. 48, PG. 58)

KELLY PARTNERS, LLC
LOT 22, BLOCK W
(DOC. 2010002626)



L1
S 42°30'50\" W, 6.09'
L2
S 57°16'28\" E, 5.07'
L3
N 42°30'50\" E, 10.11'
L4
S 57°16'28\" E, 5.07'

KELLY PARTNERS, LLC
LOT 23, BLOCK W
(DOC. 2010002626)

2212 SQ. FT. PUE

C1
RADIUS = 248.82'
ARC = 5.06'
CH = N 38°48'14\" W, 5.06'
C2
RADIUS = 248.82'
ARC = 5.04'
CH = N 39°54'22\" W, 5.04'

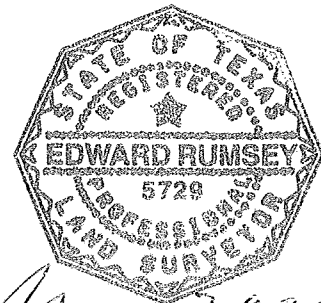
10' BLUE (VOL. 4397, PG. 476)
RADIUS = (238.82)
ARC = 81.99'
CH = N 48°49'00\" W, 81.59'
(N 48°49' W, 81.59')
SASKATCHEWAN DRIVE
(50' R.O.W.)
RADIUS = (238.82)
ARC = 25.07'
CH = N 36°03'49\" W, 25.06'
(N 35°59' W, 24.99')
POB
C2
C1
POC
TO BLUE (VOL. 4397, PG. 476)

LEGEND

- CALCULATED POINT
- ▲— 60D NAIL FOUND
- 1/2\" ROD FOUND
- 1/2\" ROD SET
- BL BUILDING LINE
- PUE PUBLIC UTILITY ESMT
- () RECORD INFORMATION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING

ALLSTAR
Land surveying

9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
WWW.ALLSTARLANDSURVEYING.COM



EDWARD C. RUMSEY, TX RPLS # 5729
ALL STAR LAND SURVEYING
AUSTIN GRID-31Z

RECEIVED

JAN 22 2010

TNR

17 January 2010

Purpose: Request for Vacating Public Utility Easements.

Legal description of property: Lots 22 and 23, Block W of Final Plat Apache Shores, Section 6, a subdivision in Travis County, Texas, according to the plat recorded in Volume 61, Page 6 of the Plat Records of Travis County, Texas.

This land also has a street address, 13902 and 13904 Saskatchewan Drive, Austin, Travis County,
Texas 78734

Reason for request: This is a request for the removal of the PUE common property boundary line between lot 22 and 23 block W of final plat Apache Shores, section 6, a subdivision in Travis County. The request for the removal of the PUE is so we can build a house across the common boundary line of lots 22 and 23 (13902 and 13904 Saskatchewan Drive).

Contact information: Geoffrey Evans, 17 Nob Hill Road, Poughkeepsie, NY 12603; telephone # (845) 462-7148 or cell # (845) 702-8778.

Enclosures:

1. Survey with easements we wish vacated marked in yellow.
2. Letters form utility companies stating that they do not need the easements along the common property lines.
 - a. Austin Energy.
 - b. Time Warner Cable.
 - c. AT&T Southwestern Bell Telephone Company.
 - d. Travis County Water Control and Improvement District 17.

Enclosed:

3. Non-refundable check for \$315.00.

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 473-9436
Engineering Services FAX (512) 708-4649

Case # 490Z, WZ-31

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at **13902 & 13904 Saskatchewan Dr.** address)and/or **Lot 23 Blk W. Lot 22 BLK W. Apache Shores, Sec 6** legal description and as described on the enclosed drawing or document. An action of the Commissioner's Court of Travis County is pending your return of this statement; your prompt reply is requested.

STATEMENT

 X We (Austin Energy) do not have need for an easement on the property described above and on the accompanying document.

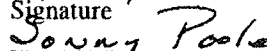
Comments: Austin Energy approves the release of the PUE along the common lot line of Lots 22 & 23.

 X We (Austin Energy) do have a need for an easement on the property described above and on the accompanying document.

Comments: Austin Energy denies a request for easements along the front of these lots (lots 22 & 23). Austin Energy must retain the easements along the front or street side of the properties easements. There is an overhead line and down guy that must be kept.



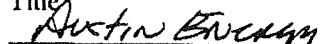
Signature



Printed Name



Title



Utility Company or District

Please Return To:

Geoffrey M. G. Evans and E. Pinina Norrod
17 Nob Hill Rd
Poughkeepsie, NY 12603
Email: sarum@optonline.net



TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734
• Phone (512) 266-1111 • Fax (512) 266-2790

UTILITY EASEMENT RELEASE APPLICATION

Date: 30 NOV. 2009

A release of the following utility easement(s) is hereby requested.
(\$25.00 fee is required)

Property

Address: 13902 and 13904 SASKATCHEWAN DRIVE 78734

Legal Description: LOT 23 BLK. W and LOT 22 BLK. W APACHE SHORES SEC 6

PLAT and ENLARGED PLAT COPIES ENCLOSED
A plat drawing with the easement highlighted must accompany
this application.

Applicant Name: GEOFFREY M.G. EVANS and E. PININA NORRÖD

Address: 17 NOB HILL ROAD
POUGHKEEPSIE NY 12603

Reason for Request : WE WISH TO BUILD ACROSS THE COMMON PROPERTY LINE;
THEREFORE, WE WOULD REQUIRE THE REMOVAL OF THE EASEMENTS
ON LOTS 22 AND 23.

☒ Water District 17 **DOES NOT** have a need for an easement on the property as described in
the accompanying document. The easement(s) is (are) hereby released. However,
the 10' easement along the front of each lot will be retained.

☐ Water District 17 **DOES** have a need for an easement on the property as described in the
accompanying document. A description of the required easement is attached.

Henry n Marley
Reviewer

Deborah S. Gernes 12-3-09

Signature Date

Deborah S. Gernes

Printed Name

General Manager

Title

Please return this completed form to:

Phone: (845) 462-7148

Fax: _____

Name

Address

City/State/Zip



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, AND Kelly Partners, LLC, 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 22 and 23, Block W, Section 6, Apache Shores, of said subdivision, deed of record in Document 2006237625, Official Records of Travis County, Texas

Said land of GRANTEES being subject to:

Easements recorded in Volume 61, Page 6, 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 the common side property lines of Lots 22 and 23, 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 18th day of DECEMBER, 2009

SOUTHWESTERN BELL TELEPHONE COMPANY

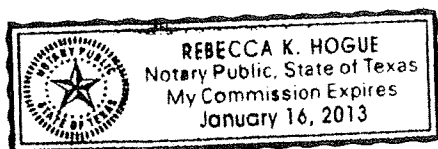
Name: STEVE FOUGERON

Title: MANAGER ENGINEERING DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STEVE FOUGERON, 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 18th day of DECEMBER, 2009.



Rebecca K. Hogue
Notary Public in and for the State of TEXAS
My Commission Expires Jan 16, 2013



**STATE OF TEXAS
COUNTY OF TRAVIS**

RELEASE OF EASEMENT

WHEREAS, the plat of Lots 22 and 23, Section 6, Block W, Apache Shores, Lakeway, Texas, a subdivision in the County of Travis, of record in Volume 61, Page 6, of the Plat Records of Travis County, Texas, and said plat record reflects a five foot public utility and drainage easement along either side of the common lot lines of said subdivision for the installation of public utilities and drainage; AND

WHEREAS, all utilities are in place within other dedicated easements on said lots and no further need exists for the above easements as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, in the above addressed lots in said subdivision.

EXECUTED this 16th **day of** December, 2009.

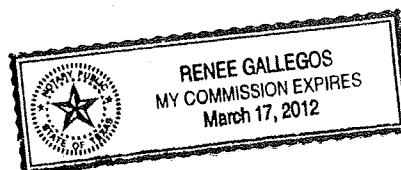
**Laurie Schumpert, Designer
Time Warner Cable**

BEFORE ME, the undersigned authority, on this day personally appeared Laurie Schumpert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed, as the act and deed for Time Warner Cable, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 16th **day of**
December, 2009.

Notary Public, State of Texas

My commission expires: 3/17/2012





TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street

Executive Office Building

P.O. Box 1748

Austin, Texas 78767

tel 512-854-9383

fax 512-854-4649

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

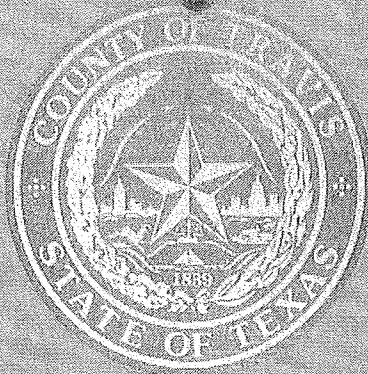
A Public Notice of Vacation of two 5' Public Utility Easements sign was posted on March 11, 2010, on the northerly side of Saskatchewan Drive at the common lot line of Lots 22 and 23, Block W of Apache Shores, Section 6 at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 16 DAY OF March, 2010.

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

cc: Garcia (sign shop)

C:\DOCUME~1\GarciaJ\LOCALS~1\Temp\XPgrpwise\SignRequest.doc

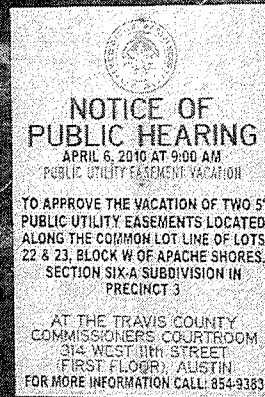


NOTICE OF PUBLIC HEARING

APRIL 6, 2010 AT 9:00 AM
PUBLIC UTILITY EASEMENT VACATION

**TO APPROVE THE VACATION OF TWO 5'
PUBLIC UTILITY EASEMENTS LOCATED
ALONG THE COMMON LOT LINE OF LOTS
22 & 23, BLOCK W OF APACHE SHORES,
SECTION SIX-A SUBDIVISION IN
PRECINCT 3**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL: 854-9383**



Google maps

Address **13902 Saskatchewan Dr**
Austin, TX 78734

Notes A request to vacate two 5' PUEs
along the common lot line of Lots
22 & 23, Blk W of Apache
Shores, Section 6 -
Commissioner Karen Huber,
Precinct 3.



#

2

Travis County Commissioners Court Agenda RequestVoting Session: April 6, 2010
(Date)Work Session: _____
(Date)

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

B. Requested Text:

Consider and Approve Reappointment of Philip P. Huang, M.D., M.P.H., as Health Authority, and Approve Designation of Paul R. Hinchey, M.D., M.B.A., and Birch Duke Kimbrough, M.D., each individually, as an Alternate Health Authority for Austin/Travis County Health and Human Services Department effective April 7, 2010.

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

Signature of Commissioner(s) or County Judge

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

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

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 MAR 30 PM 3:26

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



**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: March 30, 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: Designation of Health Authority

Proposed Motion:

Consider and Approve Reappointment of Philip P. Huang, M.D., M.P.H , as Health Authority, and Approve Designation of Paul R. Hinchey, M.D., M.P.A., and Birch Duke Kimbrough, M.D., each individually, as Alternate Health Authority for Austin/Travis County Health and Human Services Department effective April 7, 2010.

Summary and Staff Recommendation:

On January 15, 2008, the Court approved staff recommendation to designate Dr. Philip P. Huang as Health Authority upon the departure of Dr. Adolfo Valadez, MD, MPH. The Court had previously approved Dr. Huang's appointment in to commence April 6, 2008, to replace Dr. Linda Dooley, who served as Acting Health Authority after the resignation of Dr. Adolfo Valadez, who was designated Health Authority in February 2004, reappointed in 2006, until his resignation in February of 2008. In accordance with the Texas Health and Safety Code, the Court appointed the Health Authority to a 2-year term and may reappoint to an unlimited number of terms.

The purpose of this action is to reappoint Dr. Philip P. Huang, M.D., M.P.H., as Health Authority for a 2-year term effective April 7, 2010, and to appoint two qualified physicians to act as Alternate Health Authority when designated by the Health Authority, also effective April 7, 2010.

Under Section 121.029 of the Texas Health and Safety Code, the Health Authority may delegate any power or duty imposed on the health authority to a properly qualified physician to act while the health authority is absent or incapacitated. The physician designated by the health authority must:

- Meet license and residence requirements;
- Be appointed as a designee in the same manner as the Health Authority; and
- File an Oath of Office, executed by a duly appointed Notary Public, with the Texas Department of Health.

The delegation is effective during the term of the Health Authority making the delegation. The Health Authority is responsible for the acts of the physician to whom the powers have been delegated. In addition, the entity that appoints the health Authority must have procedures in place to prevent duplication of authority and provide notice to the Department when authority is transferred.

With approval of the HHSD Director, Dr. Huang has requested that Dr. Paul R. Hinchey and Dr. Birch Duke Kimbrough be designated, each individually, as Alternate Health Authority.

Budgetary and Fiscal Impact:

Under Interlocal Agreement, Travis County reimburses the City of Austin for a percentage of the salary of the Health Authority. Funding is included in Travis County Health and Human Services and Veterans Service FY2010 Budget. This action will not impact the Budget.

Background:

Dr. Huang earned his M.D. from the University of Texas Southwestern Medical School, Houston, Texas, in 1986, and a Masters of Public Health from Harvard School of Public Health, Boston, Massachusetts, in 1990. His medical education includes internship and residency in Family Practice at Brackenridge Hospital, Austin, TX. He is a Diplomate of the American Board of Family Practice (1989). Dr. Huang most recently served as the Medical Director for the Texas Department of State Health Services, Chronic Disease Prevention, and was previously employed as Chief of the Texas Department of Health's Bureau of Chronic Disease and Tobacco Prevention, and as Epidemic Intelligence Service (EIS) Officer with the Center for Disease Control and Prevention, Atlanta, Georgia. He actively serves on a number of committees including the Government Relations and Tobacco Control Committees of the Texas Division of the American Cancer Society; the American Heart Association's Medical and Scientific Committee;

the Texas Diabetes Council; the University of Texas Health Science Center, Houston, School of Public Health's Prevention Research Center Advisory Committee; the Texas Medical Association's Physician Oncology Education Program; and the Austin Indigent Care Collaboration's Physician Advisory Board Steering Committee. Throughout his career, Dr. Huang's work has been published in many medical and scholarly journals and publications.

Dr. Hinchey earned his M.D. from State University of New York at Buffalo School of Medicine and Biomedical Science and a Masters of Business Administration at State University of New York at Buffalo School of Management. His medical education included a residency in Emergency Medicine and an EMS Fellowship at the University of North Carolina, Department of Emergency Medicine. He holds board certifications from the American Board of Emergency Medicine and United States medical Licensing Examination Step I-III, and numerous special certifications, including Air Medical Physicians Association medical Director Part II and III, Advanced Cardiac Life Support, Advanced Trauma Life Support, FEMA Urban Search and Rescue medical Specialist and NAEMSP National Medical Director. Dr. Hinchey has served in many professional capacities as a Medical Director or Assistant Medical Director in Emergency Medical Services. He is currently serving as the System Medical Director for the Austin/Travis County Emergency Medical Services and meets all of the requirements of the Health and Safety Code to be designated an Alternate Health Authority.

Dr. Kimbrough earned his M.D. from the University of Texas Health Science Center at San Antonio, San Antonio, Texas, in 1974. His medical education includes an internship and residency in General Surgery at North Carolina Memorial Hospital, Chapel Hill, NC and residency in General Surgery at Madigan Army Medical Center, Tacoma, WA. He is a Diplomate of the American Board of Surgery in General Surgery (1983) and the American Board of Emergency Medicine (1992) and holds certifications in Pediatric Life Support, Cardiac Life Support, Trauma Life Support and Swift Water Rescue. Dr. Kimbrough is a Veteran of the US Army Active Reserve, retiring at the rank of Colonel, having served as Chief, Department of Surgery, 5501 US Army Hospital and as Chief Medical Officer for Emergency Treatment Service, 114th Evacuation Hospital. He has been a staff physician in the Emergency Department at South Austin Medical Center since 1989. Currently, Dr. Kimbrough serves as Associate Medical Director in the Austin/Travis County Office of Medical Director.

Current curriculum vitae are attached for the proposed Health Authority and each proposed Alternate Health Authority. All appointment documents required by the Texas Department of State Health Services have been completed.

cc: Christian Smith, Executive Manager, Planning and Budget Office
Leroy Nellis, Budget Manager, Planning and Budget Office
Susan A Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Cyd Grimes, CPM, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney



Certificate of Appointment

For a Local Health Authority

I, David Lurie, acting in the capacity as a

(Check the appropriate designation below)

- ☒ Non-physician and the Local Health Department Director
☐ Mayor or Designee
☐ County Judge of Designee
☐ Chairperson of the Public Health District

do hereby certify the physician, Philip Huang M.D., who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Health Authority for Austin and Travis County, Texas.

Date term of office begins April 7, 2010

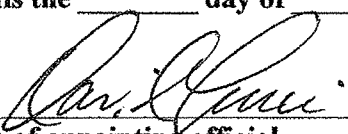
Date term of office ends April 6, 2012, unless removed by law.

The Local Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

- ☒ Director, Austin/Travis County Health and Human Services Department
☒ City Council for the City of Austin, Texas
☒ Commissioners Court for Travis County
☐ Board of Health for the _____ Public Health District

I certify to the above information on this the _____ day of _____, 20__.



Signature of appointing official

(See reverse side for instructions)



OATH OF OFFICE

For Local Health Authorities in the State of Texas

I, Philip Huang, M.D., do solemnly swear (or affirm),
that I will faithfully execute the duties of the office of Health Authority of the State
of Texas and will to the best of my ability, preserve, protect, and defend the
Constitution and laws of the United States and of this State, so help me God.


Affiant

15 Waller Street Austin, Texas 78702
Mailing Address ZIP

512 972-5855 512 587-9045
(Area Code) Phone Number (day and evening)

Philip.huang@ci.austin.tx.us
Email Address

SWORN TO and subscribed before me this 23rd day of February, 2010.


Signature of Person Administering Oath

(Seal)

Olga Hernandez
Printed Name

Notary Public for the State of Texas
Title

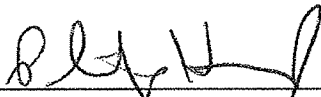


THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I Philip Huang do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

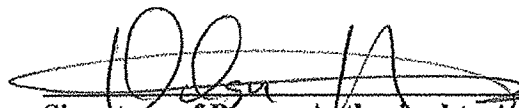

Affiant's Signature

Philip Huang, M.D.
Printed Name

Health Authority
Position to Which Elected/Appointed

Austin/Travis County
City and/or County

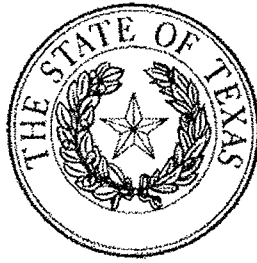
SWORN TO and subscribed before me by affiant on this 23rd day of February 2010.


Signature of Person Authorized to Administer
Oaths/Affidavits

(Seal)

Olga Hernandez
Printed Name

Notary Public for the State of Texas
Title



Certificate of Appointment

For a

Local Alternate Health Authority

I, David Lurie, acting in the capacity as a

(Check the appropriate designation below)

- ☒ Non-physician and the Local Health Department Director
☐ Mayor or Designee
☐ County Judge of Designee
☐ Chairperson of the Public Health District

do hereby certify the physician, Paul R. Hinchey, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Alternate Health Authority for Austin and Travis County, Texas.

Date term of office begins April 7, 2010

Date term of office ends April 6, 2012, unless removed by law.

The Local Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

- ☒ Director, Austin/Travis County Health and Human Services Department
☒ City Council for the City of Austin, Texas
☒ Commissioners Court for Travis County
☐ Board of Health for the _____ Public Health District

I certify to the above information on this the _____ day of _____, 20__.



Signature of appointing official

(See reverse side for instructions)




THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I Paul R. Hinchey do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.



Affianced Signature

Paul R. Hinchey, M.D.

Printed Name

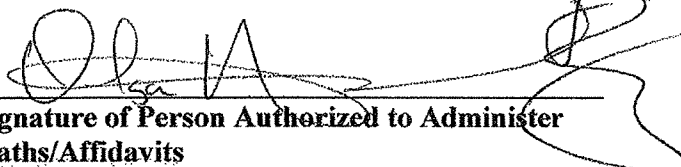
Alternate Health Authority

Position to Which Elected/Appointed

Austin/Travis County

City and/or County

SWORN TO and subscribed before me by affiant on this 19th day of February 2010.



Signature of Person Authorized to Administer
Oaths/Affidavits

(Seal)

Olga Hernandez

Printed Name

Notary Public for the State of Texas

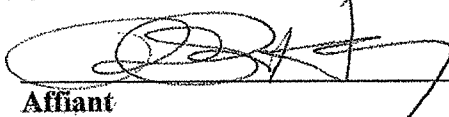
Title



OATH OF OFFICE

For Local Health Authorities in the State of Texas

I, Paul R. Hinchey, M.D., do solemnly swear (or affirm),
that I will faithfully execute the duties of the office of Alternate Health Authority of
the State of Texas and will to the best of my ability, preserve, protect, and defend
the Constitution and laws of the United States and of this State, so help me God.


Affiant

517 South Pleasant Valley Austin, Texas 78741
Mailing Address ZIP

512 978-0001
(Area Code) Phone Number (day and evening)

Paul.hinchey@ci.austin.tx.us
Email Address

SWORN TO and subscribed before me this 2nd day of March, 2010.


Signature of Person Administering Oath

Olga Hernandez
Printed Name

Notary Public for the State of Texas
Title

(Seal)



Certificate of Appointment

For a

Local Alternate Health Authority

I, David Lurie, acting in the capacity as a

(Check the appropriate designation below)

- ☒ Non-physician and the Local Health Department Director
☐ Mayor or Designee
☐ County Judge of Designee
☐ Chairperson of the Public Health District

do hereby certify the physician, Birch Kimbrough, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Alternate Health Authority for Austin and Travis County, Texas.

Date term of office begins April 7, 2010

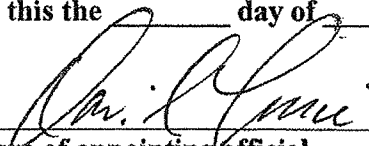
Date term of office ends April 6, 2012, unless removed by law.

The Local Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

- ☒ Director, Austin/Travis County Health and Human Services Department
☒ City Council for the City of Austin, Texas
☒ Commissioners Court for Travis County
☐ Board of Health for the _____ Public Health District

I certify to the above information on this the _____ day of _____, 20__.


Signature of appointing official

(See reverse side for instructions)




THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I Birch Kimbrough do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

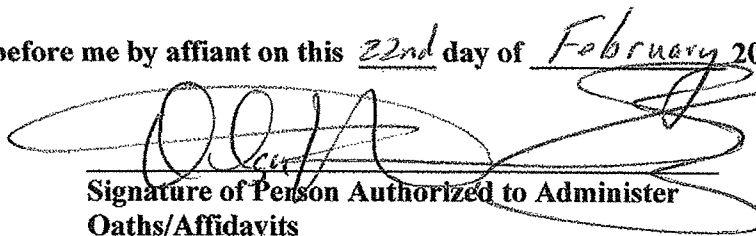

Affiant's Signature

Birch Kimbrough, M.D.
Printed Name

Alternate Health Authority
Position to Which Elected/Appointed

Austin/Travis County
City and/or County

SWORN TO and subscribed before me by affiant on this 22nd day of February 2010.


Signature of Person Authorized to Administer
Oaths/Affidavits

(Seal)

Olga Hernandez
Printed Name

Notary Public for the State of Texas
Title



OATH OF OFFICE

For Local Health Authorities in the State of Texas

I, Birch Kimbrough, M.D., do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Alternate Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Birch Kimbrough, M.D.
Affiant

901 W. Ben White 78704
Mailing Address ZIP

512 448-7160 (512) 422-5635
(Area Code) Phone Number (day and evening)

Email Address

SWORN TO and subscribed before me this 2nd day of March, 2010.

Olga Hernandez
Signature of Person Administering Oath

(Seal)

Olga Hernandez
Printed Name

Notary Public for the State of Texas
Title

PHILIP P. HUANG, M.D., M.P.H.
CURRICULUM VITAE

BUSINESS ADDRESS

Austin/Travis County Health & Human Services Dept
15 Waller Street
Austin, TX 78702
(512) 972-5855

EDUCATION

Harvard School of Public Health, Boston, Massachusetts	
Masters of Public Health	1989-1990
Brackenridge Hospital, Austin, Texas	
Intern and Resident in Family Practice	1986-1989
Chief Resident in Family Practice	1989
University of Texas, Southwestern Medical School	
Doctor of Medicine	1982-1986
Rice University, Houston, Texas	
Bachelor of Arts in Civil Engineering	1978-1982

EXPERIENCE

Austin/Travis County Health Department	
Medical Director/Health Authority	2008-Present
Texas Department of State Health Services (Reorganized from the Texas Department of Health in 2004), Austin, Texas	
Medical Director, Chronic Disease Prevention	2004-2008
Texas Department of Health	
Chief, Bureau of Chronic Disease and Tobacco Prevention	1992-2004
Centers for Disease Control and Prevention, Atlanta, Georgia	
Epidemic Intelligence Service (EIS) Officer	1990-1992
Harvard Center for Health Communication, Boston, Massachusetts	
Work/Study Intern	1989-1990

LICENSURE AND CERTIFICATION

State of Texas #H2473,	1987-Present
Diplomate, American Board of Family Practice	1989-Present

SCHOLARSHIPS AND AWARDS

Outstanding Leadership in Tobacco Cessation and Control Achievement Award, American Cancer Society – Texas Division and the Center for Safe Communities and Schools	2003
Award for Excellence in the Prevention and Control of Chronic Disease, Association of State & Territorial Chronic Disease Program Directors	2003
Who's Who in Medicine and Healthcare	1998
C Frank Webber Family Practice Award for Excellence in Oncology, MD Anderson Cancer Center	1996
Who's Who Among Rising Young Americans	1993
Two Thousand Notable American Men	1993-1994
U.S. Public Health Service Citation	1992
U.S. Public Health Service Unit Commendation	1992
Outstanding Poster Presentation, EIS Conference	1991
Full tuition scholarship, Harvard School of Public Health	1989-1990
Charles F. Wilinsky Award for Academic Excellence in Health Policy and Management, Harvard School of Public Health	1990
Young Community Leaders of America	1986
International Youth in Achievement	1983-1984
Outstanding Young Men of America	1983-1984
Tau Beta Pi Engineering Honor Society	1982
Chi Epsilon Civil Engineering Honor Society	1982
National Society of Professional Engineers, ARMCO Civil Engineering Scholarship	1978-1982

ACADEMIC APPOINTMENTS

University of Texas School of Public Health, Austin Campus Adjunct Assistant Professor	2008-Present
University of Texas at Austin, Department of Kinesiology and Health Education Adjunct Assistant Professor	2000-2002
University of Texas School of Public Health, Houston, Texas Adjunct Assistant Professor of Disease Control	1995-1997
Southern Illinois University School of Medicine Department of Family Practice, Springfield, Illinois Clinical Assistant Professor	1990-1992

APPOINTMENTS AND COMMITTEES, NATIONAL

C-Change (Formerly the National Dialogue on Cancer) Member	1999-Present
Primary Prevention & Early Detection Team Chair	2000-Present 2004-2009
Vice Chair	2001-2004
Member Lead, Making the Business Case for Cancer Prevention and Early Detection Bold Initiative	2005-Present

APPOINTMENTS AND COMMITTEES, NATIONAL (Continued)

National Association of Chronic Disease Directors	
Associate Member	2008-Present
President	2008
Treasurer	2006-2007
President	1998-1999
Board Member	1993-2008
Comprehensive Cancer Interest Group	2002-2008
Chair	2002-2008
Science & Epidemiology Committee	1992-2008
Chair	1993-1996
Co-Chair	2006-2007
Centers for Disease Control and Prevention	
Interagency Committee on Smoking and Health	2008-Present
Behavioral Risk Factor Surveillance System Working Group	
ASTCDPD Representative	1993-1999
National Chronic Disease Conference Planning Committee	1994-2002
	2004-2005
Abstract Session Coordinator	1995-1996
American Academy of Family Physicians	1982-Present
Minority Health Affairs Committee	1986-1988

APPOINTMENTS AND COMMITTEES, STATE

American Cancer Society, Texas Division	
Governmental Relations Committee	1999-Present
Tobacco Control Committee	1999-Present
American Heart Association,, Texas Affiliate	
Medical and Scientific Committee	2004-Present
Texas Department of Health	
Nutrition, Physical Activity and Obesity Prevention	
Program Evaluation Advisory Committee	2009-Present
Tobacco Evaluation Workgroup	1999-Present
Chair	1999-2008
Health Survey User Group (BRFSS)	2000-Present
YRBS User Group	2009-Present
TDH Learning Council	1996-2000
Preventive Health Block Grant Policy Group	
Chair	1993-2001
Preventive Health Block Grant Advisory Committee	
Vice Chair	1992-1993
Title V Futures Project Core Public Health Committee	1995
ReFORMATION Committee	
Chair	1994-2000
Internal Review Board	1993-1998
Continuing Education Committee	1992-2003
Year 2000 Surveillance and Data Systems Committee	1992-1996

APPOINTMENTS AND COMMITTEES, STATE (Cont.)

Texas Diabetes Council	1992-2008
Texas Cancer Council	1993-2003
University of Texas Health Science Center, Houston	
School of Public Health	
Prevention Research Center Advisory Committee Member	2000-Present
Texas Medical Association	
Physician Oncology Education Program	1995-Present
Preventive Medicine Task Force	1993-1996
Tobacco Use Prevention Task Force	1994-1996
Section on Public Health	
Secretary	1995-1996
Texas Academy of Family Physicians	
Preventive Medicine Task Force	1993-2003
Minority Health Affairs Committee	1986-1989
Texas Association of Public Health Physicians	
President	1996-1997

APPOINTMENTS AND COMMITTEES, LOCAL

Travis County Medical Society	
Member	1986-Present
Public Health Committee	
Chair	2009-Present
Austin Indigent Care Collaborative	
Physician Advisory Board Steering Committee	2007-Present
Chair	2008-Present
American Heart Association, Capital Area Region	
Board of Directors	1996-1999

MANUSCRIPT REVIEWER FOR THE FOLLOWING PEER-REVIEWED JOURNALS:

American Journal of Public Health, Preventing Chronic Disease, Tobacco Control

PUBLICATIONS

McAlister A, Huang P, Ramirez A. Settlement-Funded Tobacco Control in Texas: 2000-2004 Pilot Project Effects on Cigarette Smoking. *Public Health Reports*. 2006 May-June;121, 235-238.

Given L, Black B, Lowry G, Huang P, Kerner J. Collaborating to Conquer Cancer: A Comprehensive Approach to Cancer Control. *Cancer Causes and Control*. 2005;16(Suppl.1):3-14.

Snedden G, Gottlieb-Nudd A, Gottlieb N, Huang P. A Feedback Model for Applied Research on Tobacco Control. *Prev Chron Dis* [serial online] 2006 Mar. Available from: URL:http://www.cdc.gov/pcd/issues/2006/mar/05_0115.htm.

PUBLICATIONS (Continued)

Meshack A, Hu S, Pallonen U, McAlister A, Gottlieb N, Huang P. Texas Tobacco Prevention Initiative: Processes and Effects. *Health Education Research*. 2004 June 15 [Epub ahead of journal publication on 2004 December;19(6);657-668.

Rabius V, McAlister A, Geiger A, Huang P, Todd R. Telephone Counseling Increases Cessation Rates Among Young Adult Smokers. *Health Psychology*. 2004;23(5), 539-541.

Zevallos, J, Huang P, Smoot M, Condon K, Alo C. Usefulness of Tobacco Check Boxes on Death Certificates: Texas, 1987-1998. *Am J Public Health*. 2004;94:1610-1613.

Gottlieb N, Loukas A, Corrao M, McAlister A, Snell C, Huang P. Minor's Tobacco Possession Law Violations and Intentions to Smoke: Implications for Tobacco Control. *Tobacco Control*. 2004;13:237-243.

McAlister A, Morrison TC, Hu S, Meshack AF, Ramirez A, Gallion K, Rabius V, Huang P. Media and Community Campaign Effects on Adult Tobacco Use in Texas. *Journal of Health Communication*. 2004 Mar-Apr; 9(2);95-109.

McAlister A, Rabius V, Geiger A, Glynn T, Huang P, Todd R. Telephone Assistance for Smoking cessation: One Year Cost Effectiveness Estimations. *Tobacco Control*. 2004;13:85-86.

Centers for Disease Control and Prevention. Impact of a Smoking Ban on Restaurant and Bar Revenues – El Paso, Texas, 2002. *MMWR* 2004;53:150-152.

Centers for Disease Control and Prevention. Secondhand Smoke Exposure Among Middle and High School Students – Texas, 2001. *MMWR* 2003;52:152-154.

Centers for Disease Control and Prevention. Usual Sources of Cigarettes for Middle and High School Students-Texas, 1998–1999. *MMWR* 2002;51:900-901.

Gottlieb NH, Huang P, Blozis S, Guo J, Smith MM. The Impact of Put Prevention Into Practice on Selected Clinical Preventive Services in Five Texas Sites. *Am J Prev Med*. 2001;21(1):35-40.

GottliebNH, Guo J, Blozis S, Huang P. Individual and Contextual Factors Related to Family Practice Residents' Assessment and Counseling for Tobacco Cessation. *J Am Board Fam Pract*. 2001;14(5):343-51.

Arday DR, Klevens RM, Nelson DE, Huang P, Giovino GA, Mowery P. Predictors of Tobacco Sales to Minors. *Preventive Medicine*. 1997;26:8-13.

Huang P, Weber JT, Sosin D, Griffin PM, Long EG, Murphy J, Kocka F, Peters C, Kallick C. The first reported outbreak of diarrheal illness associated with Cyclospora in the United States. *Ann Intern Med*.1995;123:409-414.

PUBLICATIONS (Continued)

Centers for Disease Control and Prevention. Assessment of the impact of a 100% smoke-free ordinance on restaurant sales - West Lake Hills, Texas, 1992-1994. MMWR 1995;44:370-372.

Centers for Disease Control and Prevention. Minors' Access to Cigarette Vending Machines - Texas. MMWR 1994;43:625-627.

Centers for Disease Control and Prevention. Minors' Access to Tobacco - Missouri, 1992 and Texas, 1993. MMWR 1993;42:125-128.

Huang P, Burton D, Sosin DM, Howe HL. Black-white differences in appeal of cigarette advertisements among adolescents. Tobacco Control 1992;1:249-255.

Centers for Disease Control and Prevention. Outbreaks of diarrheal illness associated with Cyanobacteria (blue-green algae)-like bodies - Chicago and Nepal, 1989 and 1990. MMWR 1991;40:325-327.

Huang P. "Community Involvement During Residency and DOC (Doctors Ought to Care)" Texas Family Physician, November/December 1987.

SELECTED PRESENTATIONS

Huang P., Kerner J., Colange N. U.S. Efforts to Translate Cancer Recommendations into Policy and Practice. Presented at the World Cancer Conference, July 2006. Washington, D.C.

Huang P., DeLeon C. Collecting, Reporting, Interpreting and Using Online Program Management and Tracking System Data. Presented at the Centers for Disease Control Cancer Partners Summit, July 2006. Washington, D.C.

Huang P. Impact of Diabetes on Texas. Presented to the Harris County Medical Society Managed Care Committee, June 1, 2004. Houston, TX.

Eischen M, Pechacek T, Huang P. Sustaining Science-Based Comprehensive State Tobacco Control Programs During Major Budget Cuts. Presented at the National Conference on Health Education and Health Promotion, May 2004. Orlando, FL.

Huang P. Helping Health Care Providers get Patients to Quit Using Tobacco. Presented at the 79th Annual Texas Public Health Association Annual Education Conference, April 2004. Houston, TX.

Victor R, Calhoun K, Harkless L, Adams M, Huang P. Health and Human Services Braintrust: The State of African American Health. Presented at the 6th African-American Legislative Summit, February 2004. Austin, TX.

SELECTED PRESENTATIONS (Continued)

Pechacek T, Moore J, Huang P. Determining Program Priorities of Best Practices Components for Comprehensive State Tobacco Control Programs During Major Funding Challenges. Presented at the 18th National Conference on Chronic Disease Prevention and Control, February 2004. Washington, DC.

McCusker M, Alo C, Huang P. Economic Burden Of Overweight and Obesity – Texas, 2001. Poster Presentation at the 18th National Conference on Chronic Disease Prevention and Control, February 2004. Washington, DC.

≡

Lancaster B., Pechacek T., Huang P., Clarke N. Gallogly M. How States Can Best Allocate Funds Across “Best Practices” Components During Budget Cuts. Presented at the National Conference on Tobacco or Health, December 2003. Boston, MA.

Huang P. The Texas Tobacco Prevention Initiative. Presented at the 2nd Annual National Latino Conference on Tobacco Prevention and Control, September 2003. Washington, DC.

Huang P. The Put Prevention Into Practice Program: A Promising Tool for States and Localities in working with Plans and Providers. Presented at the AHRQ User Liaison Program Workshop on Improving Health Through the Expanded Use of Clinical Preventive Services, June, 2000. Snowbird, UT.

Huang P. Putting Prevention Into Practice. Presented at the Southeastern Cardiovascular Disease Conference, August, 1996. Research Triangle, NC.

Thompson J, Huang P, Lewis C, Medder J, Dawe C. Implementation and Evaluation of “Put Prevention Into Practice.” Presented at Prevention ’96 Conference, March 1996. Dallas, TX.

Moore J, Herndon-Malek S, Yoast R, Huang, P, Rice J. If It’s Still Broke, Let’s Fix It: Advocating a National Tobacco Use Prevention and Control Strategy. Presented at Prevention ’96 Conference, March 1996. Dallas, TX.

Huang P. Implementation and Evaluation of PPIP by the Texas State Health Department. Presented to the National Coordinating Committee on Clinical Preventive Services, May 1995. Washington, DC.

Huang P. Implementation and Evaluation of Put Prevention Into Practice in Texas. Presented at Prevention ’95 Conference, April, 1995. New Orleans, LA.

Huang P. Current Issues in Tobacco. Presented at annual meeting of the Council of State and Territorial Epidemiologists, April, 1994, Aspen, CO.

Huang P. Tobacco and Youth. Presented at Texas Department of Health quarterly continuing medical education conference, December, 1993, Austin, TX.

SELECTED PRESENTATIONS (Continued)

Huang P. Putting prevention into practice: Current recommendations for breast cancer screening. Presented at Texas Department of Health continuing medical education conference, October, 1993, Austin, TX.

Huang P, Burton D, Sosin DM, Howe HL. Appeal of Joe Camel & other cigarette ads among 7th and 8th graders. Presented at EIS Conference, April, 1992, Atlanta, GA.

Huang P, Burton D, Sosin DM, Howe HL. Appeal of Joe Camel & other cigarette ads among 7th and 8th graders. Presented at 8th World Conference of Smoking or Health, April, 1992, Buenos Aires, Argentina.

Huang P, Weber JT, Sosin DM, Griffin P, et al. Diarrheal outbreak associated with a cyanobacteria (blue-green algae)-like body. Poster/oral presentation at EIS Conference, April 1991, Atlanta, GA.

Huang P, Weber JT, Sosin DM, Griffin P, et al. Diarrheal outbreak associated with a cyanobacteria (blue-green algae)-like body, Chicago, Illinois. Presented at 119th annual meeting of the APHA, November 1991, Atlanta, GA.

Huang P, Burton D, Sosin DM, Howe HL. Cigarette advertisements and children. Presented at the 7th annual meeting of north central epidemiologists, October, 1991, Chicago, Illinois.

Huang P, Burton D, Sosin DM, Howe HL. Tobacco advertising: why kids might rather smoke Camels. Epidemiology Grand Rounds, Centers for Disease Control, August 12, 1991, Atlanta, Georgia.

Huang P, Weber JT, Sosin DM, Griffin P, et al. Diarrheal illness associated with Cyanobacteria (blue-green algae)-like bodies. Presented at the 6th annual meeting of north central epidemiologists, October, 1990, Chicago, Illinois.

"International Health Opportunities" AAFP National Conference of Family Practice Residents, Kansas City, MO, August 1987

"Cross Cultural Health Issues" Co-Presenter, AAFP National Conference of Family Practice Residents, Kansas City, MO, August 1987

Curriculum Vitae

Paul R. Hinchey, MD, MBA

Personal Information

Paul R. Hinchey, MD, MBA
E-mail: paul.hinchey@ci.austin.tx.us
Home Address: 15100 Bathawk Cir
Austin, TX 78738

Education

EMS Fellowship, University of North Carolina, Chapel Hill, Department of Emergency Medicine, July 2005-July 2006

Residency in Emergency Medicine, University of North Carolina, Department of Emergency, June 2002-June 2005
Chief Resident, 2004-2005

Masters of Business Administration, State University of New York at Buffalo School of Management, June 2002

Doctor of Medicine, State University of New York at Buffalo School of Medicine and Biomedical Science, June 2002

Bachelor of Arts, Manhattanville College, May 1995

AAS Liberal Arts/Math & Science, Westchester Community College, January 1992

Employment History

Medical Director Austin-Travis County EMS, Austin, Tx, Sept 2009-present

Deputy Medical Director Wake County EMS, Raleigh, NC, Nov 2008-Aug 2009

Medical Director WakeMed Mobile Critical Care Air and Ground Services,
WakeMed Health Hospitals, Raleigh, NC, Feb 2007- Aug 2009

Medical Director WakeMed Emergency Services Institute Special Operations, WakeMed Health Hospitals, Raleigh, NC 27610, Feb 2007- Aug 2009

Attending Physician, Department of Emergency Medicine, WakeMed Health Hospitals,

Raleigh, NC, July 2006- Aug 2009

Assistant Medical Director Wake County EMS, Raleigh, NC, July 2005-Nov 2008

Assistant Medical Director-EMS Fellow, Orange County Office of Emergency Management – EMS Division, July 2005-June 2006

Acting EMS Fellow, Orange County Office of Emergency Management –EMS Division, July 2003-July 2005

EMS Consultant to Department of Emergency Medicine, Erie County Medical Center, Office of Pre-Hospital Care, 1999-2002

Per Diem Instructor, Pre-Hospital Continuing Education, Erie County Medical Center, 1999-2002

Per Diem ACLS Instructor Erie County Medical Center Department of Continuing Education, 1997-2002

Per Diem ACLS Instructor SUNY at Buffalo Office of Graduate Medical Education, 1997-2002

Per Diem ACLS Instructor, Rural Metro Emergency Medical Services, 1998-2000

Per Diem New York State Certified Paramedic, Metrocare Ambulance Service, 1996-1997

Assistant Professor/Curriculum Chair of A.A.S. Paramedic Program, Westchester Community College, 1994-1997

Adjunct Professor/Basic Life Support Instructor Coordinator, Westchester Community College, 1990-1994

First Lieutenant/Training Officer, Pleasantville Volunteer Ambulance Corps, Pleasantville NY, 1992-1993

New York State Certified Emergency Paramedic, Empress Ambulance Service, 1989-1996

New York State Certified Emergency Medical Technician, Empress Ambulance Service, 1988-1989

New York State Certified Emergency Medical Technician, Pleasantville Volunteer

Teaching Responsibilities

Supervision, clinical education, didactic teaching and quality assurance review to the WakeMed Mobile Critical Care Nurses and Paramedics while in the service of the critical care transport team. WakeMed February 2007-August 2009.

Supervision, on floor education and didactic teaching to University of North Carolina Medical students, and residents during their Emergency Medicine rotation at WakeMed. July 2006- August 2009.

Supervision, on floor education and didactic teaching to Pitt County Memorial Hospital Pediatric, and Pediatric Emergency Medicine residents during their Emergency Medicine rotation at WakeMed. July 2006- August 2009.

Field supervision, didactic teaching and quality assurance review to the Wake EMS Paramedics. Wake EMS July 2005- August 2009.

Board Certification

American Board of Emergency Medicine 2006
United States Medical Licensing Examination Step I-III

Other Certification

Air Medical Physicians Association Medical Director Part II and III (2007 and 2008)
Advanced Cardiac Life Support (ACLS), Provider and Instructor 1990-2007
Advanced Trauma Life Support (ATLS) 2002-2006
FEMA Urban Search and Rescue Medical Specialist, 2005-p
NAEMSP National Medical Director, 2003
North Carolina Medical Director, 2003
North Carolina Emergency Vehicle Operator (EVOC), 2003
New York State EMT-Paramedic, 1989-2007

Professional Societies

Member, National Association of EMTs, 2007-p
Member, Air Medical Physicians Association, 2007-p.

Member, Medical Society of North Carolina, 2005-p
 Member, Greater Raleigh Emerald Society, 2005-p
 Member, North Carolina Tactical Medicine Association, 2005-p
 Member, American College of Emergency Physicians, 2001-p
 Member, Society of Academic Emergency Medicine, 2001-p
 Member, National Association of EMS Physicians, 2001-p

Committees

National Association of EMTs – Board of Directors (Medical Director), May 2007-p
 WakeMed Stroke Team Task Force, November 2005- August 2009
 Committee on Accreditation of EMS Programs – Board of Directors, September 2005-p
 AAEM EMS Committee, July 2005 –2008
 ACEP EMS Committee, July 2004-2008
 North Carolina Office of EMS-EMS Performance Improvement Indicators, 2004.
 Orange County EMS Audit and Review Committee, September 2003-2006
 Orange County EMS Education Committee, July 2003-2006
 UNC Hospitals Disaster Committee, July 2003-2007

Research and Publications

Hinchey P, Subramaniam G, “*Pneumothorax as a Complication After TASER Activation.*” Prehosp Emerg Care 2009; 13:532-535.

Hinchey P, Patel A, De Maio V et al. “*A Simulation-Based Training Intervention to Optimize Air-Medical Scene Trauma Management.*” Poster Presented at National Association of EMS Physicians, Jacksonville, Florida; Jan 2009.

Patel A, **Hinchey P**, De Maio V et al. “*Initial Implications of a Simulation Methodology to Overcome Barriers and Optimize Patient Care Processes in Air-Medical Care.*” Poster Presented at Society for Simulation in Health Care, Orlando Florida; Jan 2009.

Hinchey P, Patel A, De Maio V et al. “*Physiologic Response of Air-Medical Providers to a Simulated Trauma Patient.*” Poster Presented at Society for Simulation in Health Care, Orlando Florida Jan 2009. Submitted to Society for Simulation in Health Care; Jan 2009.

Hinchey P, Meyers JB, Lewis R, Zalkin J. et al: “*ICE: Induced Cooling by EMS.*” Abstract Presented at SAEM, Washington DC, May 2008. Submitted to Annals of Emergency Medicine April 2009.

Hinchey P, Meyers JB, Zalkin J, Lewis R, and Garner D: “*EMS Dispatch Triage Criteria Can Accurately Identify Patients Without High-Acuity Illness or Injury.*” Prehosp Emerg Care 2007; 11:42-48.

Hobgood C, Hevia A, **Hinchey P**: Profiles in Patient Safety: “*When an Error Occurs.*” Academic Emergency Medicine 2004; 11:766-770.

Lerner EB, **Hinchey PR**, Billittier AJ: “*A Survey of First Responder Fire Fighter’s Attitudes, Opinions, and Concerns about Their AED Program.*” Pre-hospital Emergency Care 2003; 7: 120-124

Lectures and Presentations

Induced Hypothermia

Kansas City Critical Care Conference, Kansas City MO Nov 2008
 Air Medical Transport Conf, Minneapolis, MN Oct 2008
 EMS Today, Greensboro, NC Sept 2008
 Combined Clin. Conf of Missouri ACEP, Lake of the Ozarks, MO June 2008
 Stamford Hospital Grand Rounds, Stamford, CT May 2008
 Greater Westchester EMS Conference, Yonkers, NY May 2008
 EMS Today, Baltimore, MD March 2008
 Take Heart Austin, Austin TX Oct 2007
 WakeMed Trauma Symposium, Raleigh, NC October 2007
 Spartanburg Cardiac Symposium, Spartanburg, SC September 2007
 UNC Dept of Emerg Med Resident Conference, Raleigh, NC June 2007
 Clear Lake Regional Medical Center, Houston, TX May 2007
 UNC School of Medicine Emerg Med Interest Group Apr 2006
 WakeMed Emerg Physician Assistants, Grand Rounds, Raleigh, NC Nov 2006
 EMS Today - North Carolina Regional Conference, Greensboro, NC Oct 2006
 Grand Rounds, Onze Lieve Vrouwe Gasthuis, Amsterdam, NL April 2006

Excited Delirium and the Taser

Business Environmental and Safety Conference, Raleigh NC, Jan 2009
 Advanced Practice Paramedic Curriculum Wake EMS, NC, Nov 2008
 Combined Clin Conf Missouri ACEP, Lake of the Ozarks, MO June 2008
 Moore County Crisis Intervention Team, NC, April 2008
 Wake County Crisis Intervention Team, NC, Sept 2007

Tactical Medicine and Special Operations

Ballistic Injury UNC School of Medicine Emerg Med Interest Group, Nov 2008.
 Special Operations Medical Direction - Firehouse Expo, Baltimore, July 2007
 Crush Injuries - Onze Lieve Vrouwe Gasthuis Amsterdam, NL, April 2006

Ballistics – “EMS Night Out” Lecture Series, July 2005

Special Operations Lecture Series – Wake EMS, July 2005 – p

Topics upon request

Ballistic Injuries – Wake County EMS, June 2004

Mass Casualty Events – A New Paradigm – Orange County EMS, May 2004

Mass Casualty Triage – Trauma Regional Advisory Committee “EMS Night Out”
Lecture Series, March 2004

Ballistic Wounding – WakeMed Department of Surgery, May 2003

EMS Lectures

What’s New in EMS – Greater Westchester EMS Conference, Yonkers, NY,
March 2009

Advanced Practice Paramedic Lecture Series- Wake EMS, November 2008

Topics upon request

Pediatric Burns – EMS Night Out, Raleigh, NC, May 2008

Street Safety – EMS Today, Greensboro, NC, October 2005

Callback Lecture Series - Wake EMS, July 2005-present

Topics upon request

Firefighter Safety – Orange Grove Fire Department, February 2005

Rapid Sequence Induction – Duke University EMS Extravaganza, April 2005

Street Safety – Orange Cnty EMS Paramedic Education, September 2004

Anaphylaxis – Parkwood EMS, April 2004

Orange County EMS Education, July 2002-November 2003 Topics upon request

Rapid Sequence Induction – Duke University EMS Extravaganza, April 2005

Additional Lectures

Simulation in the Air-Medical Environment – METI Simulation Conference
Tampa, FL, March 2009

Warning Signs of Heart Attack and Importance of Community CPR- WakeMed
Health and Hospitals, Raleigh, NC, February 2009

RACE: Improving STEMI Care, Kansas City MO, Nov 2008

Anaphylaxis - Comb. Clin Conf Mo ACEP, Lake of the Ozarks, MO, June 2008

Medical Student Lecture Series – UNC Department of Emergency Medicine, July
2004-2006 – Topics upon request

Complications of Pregnancy – UNC Dept of Emergency Medicine, July 2004

Emergency Nurses and EMS – Panelist –South Eastern Regional SAEM
Conference, March 2004

Male GU Emergencies –UNC Department of Emergency Medicine, June 2003

Behavioral Emergencies – UNC Department of Emergency Medicine, Oct 2002

Surgical Conditions in Pregnancy – SUNY Buffalo Department of Obstetrics &
Gynecology, January 2001

Awards

Eastern North Carolina EMS Association EMS Provider of the Month, October 2007.
SAEM/EMRA Jean Hollister Award for Excellence in EMS, April 2005
ACEP Scholarship to NAEMSP Pediatric Research Forum, January 2005
ACEP Scholarship to Annual Leadership and Legislative Issues Conference, 2004
1st Place Case Presentation Competition, UNC Depart of Emergency Medicine, 2003
SAEM Excellence in Emergency Medicine Award –SUNY at Buffalo, 2002
EMS Educator of the Year – Hudson Valley Regional EMS Council, 1996
Pleasantville Ambulance Corps – Dedicated Service Award, 1996
Meritorious Service Award – City of Yonkers – World Trade Center Bombing, 1994

BIRCH DUKE KIMBROUGHCurrent Work Address:

South Austin Medical Center
Emergency Department
901 W. Ben White Blvd.
Austin, Texas 78704-6903
(512) 448-7160

BOARD CERTIFICATION:

Diplomate, American Board of Surgery in General Surgery 1983,
Recertification by examination 1992, 2003
Diplomate, American Board of Emergency Medicine 1992
Recertification by examination 2001

STATE BOARD

EXAMINATIONS COMPLETED: Texas 1970 (current)

**PROFESSIONAL
ORGANIZATIONS:**

Fellow, American College of Emergency Physicians
Fellow, American College of Surgeons
Member, Travis County Medical Society
Member, Texas Medical Association

POSTGRADUATE TRAINING:

1 July 1978 - 30 June 1980 Residency - General Surgery	Madigan Army Medical Center Tacoma, Washington
1 July 1975 - 30 June 1978 Residency - General Surgery	North Carolina Memorial Hospital Chapel Hill, North Carolina
1 July 1974 - 30 June 1975 Internship - Straight Surgery	North Carolina Memorial Hospital Chapel Hill, North Carolina

EDUCATION:

September 1970 - June 1974 Doctor of Medicine	University of Texas Health Science Center at San Antonio San Antonio, Texas
September 1966 - June 1970 Bachelor of Arts Zoology	University of Texas at Austin Austin, Texas

**SPECIAL
CERTIFICATIONS:**

Pediatric Advanced Life Support Provider
Advanced Cardiac Life Support (ACLS) Provider
Advanced Cardiac Life Support (ACLS) Instructor
Advanced Trauma Life Support (ATLS) Provider
Advanced Trauma Life Support (ATLS) Instructor
Swift Water Rescue Technician II - "Rescue 3" Course

Birch Duke Kimbrough

SPECIAL AWARDS:

Initial recipient, City of Austin EMS Award for Emergency Physician of the Year, 1992, 2001 (Awarded by vote of "Street Paramedics")
"Not for Self but Others" Award Landstuhl Army Medical Center, Germany 1982

CLINICAL EXPERIENCE:

March 1993 - Current

Emergency Department
South Austin Medical Center
901 W. Ben White Blvd.
Austin, TX 78704-6903

Staff Physician: Provide hospital based clinical support and patient care in an urban medical center, current volume 50,000 patients annually

Nov. 1990 - May 1991
(Operations Desert Shield,
Desert Storm deployed
to the Iraqi border)

114th Evacuation Hospital (400 bed hospital)
(Currently 5501 US Army Hospital)
2010 Harry Wurzbach Hwy.
San Antonio, TX 78209-6027

Chief Medical Officer (Lt. Colonel)
Emergency Medical Treatment (BMT) Service

Served as the medical officer directly in charge of all emergency services including mass casualty, internal disaster, local emergency care, and triage. Responsible for initial care of approximately 1,000 hospitalized patients transferred into and out of our hospital. Provided personnel and support for a 46,000 member enemy POW Camp. Provided inpatient care for infants and children. Provided surgical treatment and post-op care of surgical patients. Received Army Achievement Medal for these activities.

Mar. 1986 - 1995

Emergency Department
Brackenridge Hospital
601 E. 15th Street
Austin, Texas 78705-1058

Staff Physician: Provided clinical support in a referral hospital for regional trauma and the regional childrens' hospital and emergency medicine. Patient volume during this period was 50,000 - 60,000 annually. Provided supervision of residents in emergency medicine, internal medicine, family practice, and pediatrics in the Emergency Department.

Mar. 1986 - Mar. 2001 (retired)

U.S. Army Active Reserve:
5501 U.S. Army Hospital
2010 Harry Wurzbach Hwy.
San Antonio, Texas 78209-6027

Progression of responsibilities and command support commensurate with rank.

Birch Duke Kimbrough

Rank at retirement: Colonel

Last office held: Chief, Department of Surgery (3rd in chain of command) 5501 U.S. Army Hospital. Provide responsibility for all surgical and surgical support services for a 1,000 member Reserve unit hospital. Provide command briefing required to meet unit mission of supporting Brooke Army Medical Center (BAMC) in peacetime. During wartime with mobilization would direct surgical staff for Brooke Army Medical Center, Ft. Sam Houston, Texas and developed the procedures and policies for this mission.

Sept. 1984 - Mar. 1986

General Surgery Service
Silas B. Hays ACH
Fort Ord, CA 93941

Assistant Service Chief: Provided clinical support in a community hospital. Coordinate the educational program for residents, interns, and medical students and serve as preceptor and evaluator for these trainees. Received Army Commendation medal for these activities.

Sept. 1980 - Sept. 1984

General Surgery Service
2nd General Hospital
Landstuhl ARMC
APO New York 90180

Service Chief and Staff Surgeon: Provided clinical support in the referral hospital for the U.S. Forces in Europe and the Mediterranean. Gained extensive personal experience in thyroid surgery. Served as Acting Chief for five month period. Served as mobilization designee and in support of field exercises and deployment. Served as clinical coordinator for U.S. Army Special Forces senior medics for continuation training.

ADDITIONAL EXPERIENCE:

Sept. 1989 - Current

Paramedic Technology Program
Austin Community College
P.O. Box 2285
Austin, Texas 78768

Medical Director (This program is nationally accredited)

Assist in instruction of Department of Transportation (DOT) approved training program for EMT-Paramedics and in maintaining quality assurance for didactic, clinical and field training. Act as a liaison for the program with local EMS providers and hospitals and the clinical sites. Provide general direction over clinical instruction and clinical practical experience. Maintain an on-going evaluation of students' clinical and field experience - including follow-up of documented student problems. Assist in National Registry skills testing. Participate in recruitment and selection of instructors and clinical preceptors. Participate in Advisory Committee meetings.

Dec. 28. 2007 2:58PM

ST. Davids ER

No. 8075 P. 5

Birch Duke Kimbrough

Mar. 1985 - Mar. 1986

Nurse Practitioner Program, Phase II
Silas B. Hays ACH
Fort Ord, CA 93941

Lecturer: Provide presentations of abdominal exam, abdominal surgical disease, and hernias.

Sept. 1981 - June 1984

City Colleges of Chicago European Division
Emergency Medical Technician Course
Landstuhl Education Center
APO New York 09180

Medical Director: Assured course complied with DOT and City College of Chicago requirements. Assured appropriate lecture staff were provided. Examined each student in their final practical exam.

Lecturer: Provided 12 to 20 hours of instruction for each eight week term course.

ITEM 4

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

04-06-10

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) New application to the U.S. Department of Justice, Bureau of Justice Assistance to expand and add personnel to the Mental Health Public Defender's Office, managed by Criminal Justice Planning that includes an unbudgeted cash match that will be requested as a part of the FY 11 Budget Process;
- b) New application to the Office of Juvenile Justice Delinquency Prevention to expand the COPE (Collaborative Opportunities for Positive Experiences) Program in the Juvenile Probation Department in order to serve an additional 45 pre-adjudicated non-violent youth with mental health disorders that includes a in-kind match that will be met within the department's existing budget; and,
- c) Annual application to the Office of the Governor, Criminal Justice Division to continue the Leadership Academy Dual Diagnosis Unit within the Residential Substance Abuse Treatment Program in the Juvenile Probation Department.

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

4/6/2010

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
<i>Applications</i>											
a 55	Mental Health Public Defender Expansion Grant	09/01/2010 - 8/31/2012	\$200,000	\$50,000	\$0	\$250,000	2	R	MC	12	
b 45	Travis County COPE (Collaborative Opportunities for Positive Experiences) Expansion Program	10/1/2010 - 9/30/2012	\$199,986	\$0	\$49,998	\$249,984	1.38	R	MC	44	
c 45	Leadership Academy Dual Diagnosis Unit - Residential Substance Abuse Treatment Program	10/01/2010 - 9/30/2011	\$142,535	\$47,512	\$0	\$190,047	1.82	R	C	94	

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) TC Expedited Victim Restoration Grant</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 TC Expedited Victim Restoration Grant</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
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	\$430,945	\$0	\$0	\$430,945	0	2/2/2010
45	Juvenile Drug Court and In-Home Family Services	9/1/2010 - 8/31/2011	\$178,200	\$19,800	\$0	\$19,800	0.24	2/9/2010
Multiple	Family Violence Protection Team	10/1/2010 - 9/30/2012	\$699,507	\$168,239	\$0	\$867,746	4.5	2/9/2010
37	TXDOT Selective Traffic Enforcement Program - FY2011 STEP Wave	10/1/2010 - 9/30/2011	\$10,702	\$1,925	\$0	\$12,627	0	2/16/2010
45	Grant to Expand Substance Abuse Treatment Capacity for Juvenile Treatment Drug Court	10/1/2010 - 9/30/2011	\$324,830	\$48,289	\$0	\$273,119	3	2/23/2010
37	SCATTF - Sheriff's Combined Auto Theft Task Force	4/1/2010 - 8/31/2010	\$38,510	\$0	\$0	\$38,510		2/23/2010
24	Travis County Veteran's Court	4/1/2010 - 8/31/2010	\$48,895	\$0	\$0	\$48,895	1	3/2/2010
19	Family Violence Accelerated Prosecution Program	9/12/2010 - 8/31/2011	\$88,948	\$31,220	\$16,675	\$136,843	1.5	3/2/2010
45	Front End Therapeutic Services Program	9/1/2010 - 8/31/2011	\$28,000	\$0	\$0	\$28,000		3/2/2010
45	Eagle Resource Project	09/1/2010 - 8/31/2011	\$49,844	\$0	\$0	\$49,884		3/2/2010
45	Travis County Eagle Re-Entry Program	10/1/2010 - 9/30/2011	\$382,685	\$0	\$382,685	\$765,370	6.45	3/2/2010
37	TCSO Child Abuse Victim Services Personnel	10/1/2010 - 9/30/2011	\$39,926	\$9,982	\$0	\$49,908	1	3/2/2010
58	Emergency Food and Shelter Program - Phase 28	1/1/2010 - 12/31/2010	\$122,573	\$0	\$0	\$122,573		3/9/2010
40	OVW FY 2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	10/1/2010 - 9/30/2013	\$400,000	\$0	\$0	\$400,000		3/9/2010

39	Grants to Expand Substance Abuse Treatment Capacity for Adult Drug Courts RFA No. T1-10-011	10/1/2010 - 9/1/2013	\$619,356	\$0	\$0	\$619,365		3/9/2010
22	Family Drug Treatment Court (Grant #1974704)	9/1/2010 - 8/31/2011	\$184,981	\$0	\$0	\$184,981	2	3/16/2010
24	Drug Diversion Court	9/1/2010 - 8/31/2011	\$188,422	\$0	\$0	\$188,422	1	3/16/2010
24	Travis County Veteran's Court	9/1/2010 - 8/31/2011	\$206,003	\$0	\$0	\$206,003	2	3/30/2010
39	Travis County Adult Probation DWI Court	9/1/2010 - 8/31/2011	\$234,391	\$0	\$0	\$234,391	1	3/30/2010

\$10,766,783	\$1,744,367	\$543,958	\$12,776,917	26.06
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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	<i>Energy Efficiency and Conservation Block Grants - Recovery (ARRA)</i>	<i>10/2009 - 04/2011</i>	<i>\$2,207,900</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,207,900</i>		<i>10/6/2009</i>
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	<i>2009 Phase 27 ARRA Emergency Food and Shelter Program</i>	<i>04/01/2009 - 12/31/2009</i>	<i>\$41,666</i>	<i>\$0</i>	<i>\$0</i>	<i>\$41,666</i>		<i>10/6/2009</i>
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	<i>2009 Byrne Justice Assistance Grant (ARRA)</i>	<i>3/1/2009 - 2/28/2013</i>	<i>\$495,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$495,000</i>		<i>11/17/2009</i>

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
58	RSVP	10/1/2009 - 9/30/2010	\$61,281	\$6,128	\$0	\$67,409	0.5	2/2/2010
58	Atmos Energy Keeping the Warmth Program	2/12/2010 - 1/31/2010	\$25,000	\$0	\$0	\$25,000	0	2/9/2010
49	CAPCOG FY 10 Solid Waste Enforcement Grant	2/16/2010 - 12/31/2010	\$8,517.96	\$0	\$0	\$8,517.96	0	2/16/2010
58	<i>Parenting in Recovery</i>	<i>9/30/2009 - 9/29/2010</i>	<i>\$508,690.70</i>	<i>\$80,000.00</i>	<i>\$45,000.00</i>	<i>\$633,690.70</i>	<i>1</i>	<i>2/23/2010</i>
55	<i>Information Management Strategy for Criminal Justice Edward Byrne Memorial Justice Assistance Formula Grant (ARRA)</i>	<i>10/1/2009 - 9/30/2010</i>	<i>\$487,359</i>	<i>\$0</i>	<i>\$0</i>	<i>\$487,359</i>		<i>2/23/2010</i>
58	Comprehensive Energy Assistance Program (CEAP)	1/1/2010 - 12/31/2010	\$2,934,664	\$0	\$0	\$2,934,664		3/2/2010
58	<i>ARRA WAP - Weatherization Assistance Program</i>	<i>9/1/2009 - 8/31/2011</i>	<i>\$2,311,350</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,311,350</i>		<i>3/2/2010</i>

49	Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program Local Initiative Projects Contract with Texas Commission on Environmental Quality	5/6/2008 - 8/31/2010	\$1,259,730.11	\$0	\$0	\$1,259,730.11		3/9/2010
55	Office of Child Representation	10/1/2009 - 9/30/2010	\$239,662	\$443,338	\$0	\$673,000	8	3/16/2010
55	Office of Parental Representation	10/1/2009 - 9/30/2010	\$190,160	\$482,840	\$0	\$673,000	8	3/16/2010
58	SVCI (Seniors and Volunteers for Childhood Immunization)	9/1/2009 - 8/31/2010	\$8,845.20	\$0	\$0	\$8,845.20	0.25	3/30/2010
58	Casey Family Programs Community and Family	1/1/2010 -	\$80,000	\$0	\$0	\$80,000	1	3/30/2010
58	RSVP	10/1/2009 - 9/30/2010	\$63,119	\$6,312	\$0	\$69,431	0.5	3/30/2010
37	2007 LETTP	10/12/2007 - 2/28/2010	\$99,240	\$0	\$0	\$99,240	0	3/30/2010
			\$24,088,771	\$3,782,129	\$164,504	\$28,025,404	29.58	

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	3/30/2010	Pending
58	*Comprehensive Energy Assistance Grant Program			\$430,000		1/19/2010	3/2/2010	Pending
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		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and potential savings.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and potential savings.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -

Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 2,187,544	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,554,926	\$ 2,175,626	\$ 4,728,764	\$ 1,135,059	\$ 2,172,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059

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)	\$ -	\$ -	\$ 2,064,599	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Approved Contracts	\$ 3,070,731	\$ 1,161,189	\$ 8,554,926	\$ 2,175,626	\$ 4,728,764	\$ 1,135,059	\$ 2,172,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059
Combined Totals		\$ 3,070,731	\$ 1,161,189	\$ 10,619,525	\$ 2,535,626	\$ 4,728,764	\$ 1,135,059	\$ 2,172,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS THAT ARE PENDING AWARD NOTIFICATION

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

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

Outstanding Grant Applications		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant. <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	\$ -		\$ -		\$ -		\$ -		\$ -
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	\$2,064,599	\$360,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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:	Criminal Justice Planning
Contact Person/Title:	Kimberly Pierce / Manager
Phone Number:	854-4764

Grant Title:	Mental Health Public Defender Expansion Grant		
Grant Period:	From:	09/1/2010	To: 08/31/2012
Grantor:	US Department of Justice - Bureau of Justice Assistance		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input 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	<i>County Match</i>	In-Kind	TOTAL
Personnel:	192,372			48,093		240,465
Operating:	7,628			1,907		9,535
Capital Equipment:						0
Indirect Costs:						0
Total:	200,000	0	0	50,000	0	250,000
FTEs:	2.00					2.00

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/10	3/31/11	6/30/11	9/30/11	
Applicable Dept. Measures						
% of Criminal Judges rating MHPDO attorney satisfactory or better		80%	80%	80%	80%	80%
% of MHPDO attorney receiving training		100%	100%	100%	100%	100%
# of MH training sessions held		1	1	1	1	4
Measures For Grant						
% of MH cases diverted from jail		50%	50%	50%	50%	50%

Outcome Impact Description						
% of MH cases diverted from court system		50%	50%	50%	50%	50%
Outcome Impact Description						
% of MH defendants receiving treatment plans		100%	100%	100%	100%	100%
Outcome Impact Description						

PBO Recommendation:

This is an application to expand the Mental Health Public Defender's Office by adding an additional attorney and case worker. The grant requires a 20% cash match for the program. At this time Criminal Justice Planning does not have the funds in their budget to internally meet the match. Therefore the \$50,000 cash match would be a budget request for inclusion in the FY11 budget. Also, should Travis County be awarded this grant, it would be expected that the General Fund would cover the full cost of the two new FTE after the two year grant period has ended.

The department believes that they have adequate space for the additional 2 FTE but will review with Facilities Management if any remodeling of the MHPD office on Post Road is necessary. Any additional construction funds would also be requested in the FY11 budget process.

PBO does approve this application to go forward but please note that any funding of the cash match or any amount above the match will be included in the FY11 budget only if funds are available.

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 seeks to improve the quality of representation to indigent defendats with serious mental illness or co-occurring disorders by expanding the MHDPO to include one additonal attorney and one social worker/case manager. It is anticipated up to 200 MH defendants can be legally represented annually and 120 clients may receive case management services.

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

The budget for the MHPDO through a multi-year grant with the Texas Task Force on Indigent Defense is \$625,000; in 2007, the first year, the County contributed 20%; 40% in the 2nd year; 60% in its 3rd year; 80% in its 4th year with the understanding the County will assume 100% of the financial responsibility after the 4th year, 2011. The grant through the Bureau of Justice is an expansion grant that allows up to \$200,000 for a two year period with a minimum 20% county match in each of the two years. Following the grant period, the County would assume 100% funding.

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 through the Bureau of Justice is an expansion grant that allows up to \$200,000 for a two year period with a minimum 20% county match in each of the two years. Following the grant period, the County would assume 100% funding.

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 indirect cost associated with this grant.

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

The County will continue to evaluate the effectiveness of the MHPDO to determine if the program will continue after the grant has ended. If continuation is recommended, the County will identify full funding for the program at that time.

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

Expanding the MHPDO will allow up to 200 additional clients with a mental illness to receive legal representation from a specialized defense attorney and 120 clients receive case management services through the social and case workers assigned to the MHPDO.

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

The grant for the MHPDO, through the TFID, is overseen by CJP and will be until the end of the grant period. One of CJP's many performance measures is the development and implementation of new and innovative programs with the emphasis of researching and applying for state and federal grants; when applicable. The performance measures for MHPDO were developed by CJP staff and are reported to local authorities and state contractors on the a monthly and quarterly basis, respectively.



BJA FY 10 Justice and Mental Health Collaboration Program (JMHCP): Expansion 2010 H3345-TX-MO


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This handbook allows you to complete the application process for applying to the BJA FY 10 Justice and Mental Health Collaboration Program (JMHCP): Expansion. At the end of the application process you will have the opportunity to view and print the SF-424 form.

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*Type of Submission	<input type="radio"/> Application Construction <input checked="" type="radio"/> Application Non-Construction <input type="radio"/> Preapplication Construction <input type="radio"/> Preapplication Non-Construction
*Type of Application	New Type of Revision If Revision, select appropriate option If Other, specify
*Is application subject to review by state executive order 12372 process?	<input type="radio"/> Yes This preapplication/application was made available to the state executive order 12372 process for review on <input type="radio"/> No Program is not covered by E.O. 12372 <input checked="" type="radio"/> N/A Program has not been selected by state for review

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From: Emily Rogers <emilyrrt@gmail.com>
To: fringerjr@att.net
Date: 3/30/2010 3:46 PM
Subject: A/TCRRT Policy Reform Committee Meeting April 6

Dear Policy Reform Committee,

Our next meeting will be dedicated to planning a community forum to get input on our policy reform agenda for the 82nd Legislature.

The meeting is on Tuesday April 6, from 2:00 PM to 4:00 PM.

*We will be meeting at a different location: *We will meet at Palm Square, 100 N. 1-35 in Room 2307.

I am attaching an agenda for our meeting, last session's priorities, and a few other documents from our previous community forum.

Emily

--
Emily Rogers
Planning Assistant
Austin/Travis County Reentry Roundtable
(512) 934-3038



BJA FY 10 Justice and Mental Health Collaboration Program (JMHCP): Expansion 2010-H3345-TX-MO



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Applicant Information

Overview

Verify that the following information filled is correct and fill out any missing information. To save changes, click on the "Save and Continue" button.

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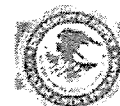
* Is the applicant delinquent on any federal debt	<input type="radio"/> Yes <input checked="" type="radio"/> No
* Employer Identification Number (EIN)	74 - 6000192
* Type of Applicant	County
Type of Applicant (Other):	
* Organizational Unit	Criminal Justice Plannir
* Legal Name (Legal Jurisdiction Name)	Travis County
* Vendor Address 1	5501 Airport Blvd.
Vendor Address 2	Suite 203-A
* Vendor City	Austin
Vendor County/Parish	
* Vendor State	Texas
* Vendor ZIP	78751 - 1410 Need help for ZIP+4?
Please provide Point of Contact Information for matters involving this application	
* Contact Prefix:	Ms.
Contact Prefix (Other):	
* Contact First Name:	Mary
Contact Middle Initial:	
* Contact Last Name:	McClagherty
Contact Suffix:	Select a Suffix ...
Contact Suffix (Other) :	
* Contact Title:	Senior Planner
* Contact Address Line 1:	5501 Airport Blvd.
Contact Address Line 2:	Suite 203-A

*Contact City	Austin
Contact County:	
*Contact State:	Texas
*Contact Zip Code:	78751 - 1410 Need help for ZIP+4?
*Contact Phone Number:	512 854 4713 Ext:
Contact Fax Number:	
*Contact E-mail Address:	cathy.mcclaugherty@co.travs.tx.us

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BJA FY 10 Justice and Mental Health Collaboration
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*Descriptive Title of Applicant's Project Mental Health Public Defender Office Expansion Program		
*Areas Affected by Project Travis County and the Central Texas Region		
Proposed Project		
	*Start Date	September 01 2010
	*End Date	August 31 2012
*Congressional Districts of		
	Project	Congressional District 01, TX Congressional District 02, TX Congressional District 03, TX Congressional District 04, TX
*Estimated Funding		
Federal	\$ 200000	.00
Applicant	\$ 50000	.00
State	\$ 0	.00
Local	\$ 0	.00
Other	\$ 0	.00
Program Income	\$ 0	.00
TOTAL	\$ 250000	.00



BJA FY 10 Justice and Mental Health Collaboration
Program (JMHCP): Expansion 2010-H3345-1X-MO



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Budget and Program Attachments

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This form allows you to upload the Budget Detail Worksheet, Program Narrative and other Program attachments. Click the Attach button to continue.

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Click on the Attach Button to upload an attachment

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Assurances and Certifications

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To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

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Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

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1. [Assurances](#)
2. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.](#)

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If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

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*Prefix:	Judge
Prefix (Other):	
*First Name:	Sam
Middle Initial:	
*Last Name:	Biscoe
Suffix	Suffix:
Suffix (Other):	
*Title:	Judge
* Address Line 1:	5501 Airport Blvd.
Address Line 2:	Suite 203-A
*City:	Austin
County:	
*State:	Texas
*Zip Code:	78751 - 1410
*Phone:	

	512 - 854 - 9555 Ext :
Fax:	- -
*E-mail:	sam.biscoe@co.travis.t
<p><input type="checkbox"/> I have examined the information provided here regarding the signing authority and certify it is accurate. I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.</p>	

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**BJA FY 10 Justice and Mental Health Collaboration
Program (JMHCP): Expansion** 2010-H3345-1X-MO


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APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name Travis County		Organizational Unit Criminal Justice Planning
Address 5501 Airport Blvd. Suite 203-A Austin, Texas 78751-1410		Name and telephone number of the person to be contacted on matters involving this application McClagherty, Mary (512) 854-4713
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 74-6000192		7. TYPE OF APPLICANT County
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.745 CFDA Criminal and Juvenile Justice and Mental Health TITLE: Collaboration Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Mental Health Public Defender Office Expansion Program
12. AREAS AFFECTED BY PROJECT Travis County and the Central Texas Region		
13. PROPOSED PROJECT Start Date: September 01, 2010 End Date: August 31, 2012		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project TX10
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program has not been selected by state for review
Federal	\$200,000	
Applicant	\$50,000	
State	\$0	
Local	\$0	

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Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$250,000	N
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

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1. Statement of the Problem (20 percent of 100)

In Travis County, Texas, the mentally ill stay in jail longer despite the fact they have often committed minor, nonviolent offenses and are an especially expensive population to incarcerate. Without a coordinated cross-system response, many mentally ill individuals are treated through repeated, costly interactions with public safety, medical, health and human services, and law enforcement crisis services. As funding for mental health services in Texas was cut, a large percentage of the mentally ill have migrated to the criminal justice system. Many are indigent and require court-appointed counsel. However, few criminal defense attorneys in Travis County are able to adequately address mental health issues or have the support needed to connect their clients to services and treatment options in the community.

Each individual booked into the Travis County Jail receives an initial mental health screening. If this screening identifies a mental health issue, the individual receives another, more comprehensive mental health evaluation, administered by counseling staff in the jail.

According to the Travis County Sheriff's Office (TCSO), there were 62,105 bookings in the Travis County jail in fiscal year 2009; this number is anticipated to increase during fiscal year 2010. From October 2009 through January 2010, there were 19,310 bookings in the Travis County jail. Of this number, 10,191 bookings (53%) received a second mental health screening and 1515 (or 15%) met the criteria for mental illness, as defined by the Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition (DSM-IV).

To address the increasing numbers of identified mentally ill in our jail and court system, Travis County established the Mental Health (MH) Wheel in June 2005. The MH Wheel is a pool of attorneys trained to represent defendants with serious mental health issues who are voluntarily assigned to mental health cases on a rotating basis. During its first full year of

operation (FY 2006), 3100 felony and misdemeanor cases were assigned to MH Wheel attorneys. By FY 2009, this had increased to over 3600 felony and misdemeanor cases.

Even with the addition of the MH Wheel, Travis County was still unable to connect all clients with necessary services while in jail and in the community. This was especially troubling as defendants with serious mental health issues were often languishing in jail and spent more time incarcerated than other defendants charged with similar crimes. Local attorneys often lacked the time or specialized training to organize and collaborate with Travis county officials, mental health experts and advocates to develop systemic solutions that would help their clients get out of jail quickly, divert appropriate clients from jail, and help keep their clients out of the Travis County criminal justice system. The creation of the Mental Health Public Defender Office (MHPDO), the nation's first standalone public defender office designed to address the legal and case management needs of the mentally ill, was the next logical step taken by Travis County to address these problems.

In order to fund the MHPDO, Travis County applied for a multi-year grant through the Texas Task Force on Indigent Defense (TFID) in 2007. The MHPDO represents 400 indigent, mentally ill defendants annually with the goal of diverting them from involvement the criminal justice system. Since its inception, the MHPDO has been able to serve only a fraction of the indigent, mentally ill misdemeanants with a DSM-IV diagnosis living in Travis County, Texas. The MHPDO has a team of social workers and caseworkers to provide services to 480 clients annually. The MH Wheel can also refer clients for case management services. An expansion of the MHPDO will increase capacity to serve more mentally ill individuals with legal and case management services tailored to their needs, including those charged with nonviolent felony offenses.

Not every mentally ill individual booked into the Travis County Jail meets the criteria for the MHPDO, which currently includes indigency and a pending misdemeanor offense(s). The MHPDO's capacity allows for 400 defendants to receive legal representation and 480 clients to receive case management services. Expanding the MHPDO by one attorney and one caseworker via this grant will create space for an additional 200 legal cases and an additional 120 case management clients.

Despite MHPDO efforts to prioritize the most severely mentally ill, not all eligible clients are able to access specialized services due to existing caseload limitations. The MHPDO is operating at capacity. In order to address the number of mentally ill in the Travis County community who remain unserved, including those with a co-occurring disorder, the MHPDO requires additional funding to expand its capacity.

The goal in creating the MHPDO was to divert the mentally ill from the criminal justice system through a high-quality program which offers legal criminal representation and intensive case management. Expanding the MHPDO will improve upon existing services, will allow a greater number of indigent, mentally ill individuals to be served, and will offer those same individuals facing nonviolent felony charges the chance to benefit from MHPDO services. Despite a pending felony charge precluding a defendant from receiving MHPDO legal services, cases are referred and declined every month because of a felony charge. In FY 2009, 37 cases were declined for no other reason than a pending felony. This number only represents those cases brought to the MHPDO's attention via a referral; they are only the tip of the iceberg of felony cases which the MHPDO might otherwise be able to serve, if expanded.

While some jurisdictions have a specialized mental health unit within an existing public defenders office, the MHPDO is devoted solely to representing and coordinating services for

mentally ill defendants. From its inception through February 2010, 1004 legal cases have been referred to the MHPDO; 895 of those cases (89%) were accepted for legal representation. The MHPDO began tracking legal disposition data in July 2009, as well. Since that time, 81 cases (30%) of the legal cases closed at the end of each month are due to a dismissal or a finding of not guilty. The primary goal of the MHPDO is to divert defendants from involvement in the local criminal justice system.

The MHPDO provides legal and case management services to defendants with co-occurring disorders, including those participating in Project Recovery. Project Recovery is a therapeutic program offering inpatient, outpatient, and aftercare services; it relies on court collaboration and referrals for defendants with mental illness and a lengthy history of public intoxication arrests. It is a collaborative effort between the City of Austin, Travis County, and Austin Travis County Integral Care (ATCIC), the local mental health authority and treatment provider.

It has always been the practice of the MHPDO to accept those clients most severely in need of their services. The MHPDO has operated for three years, with successful outcomes proven by contracted evaluations through the Spangenberg Group and George Mason University (GMU) in Virginia. Effective December 2008, the Spangenberg Group dissolved its operation and was absorbed by GMU. According to an evaluation of the MHPDO conducted by the Spangenberg Group in 2008, “[...] the role of MHPDO has expanded to work not initially contemplated [...] MHPDO now receives all misdemeanor cases of defendants found to be incompetent to stand trial. Since this requires weekly jail visits by the social work staff, this has caused a significant increase in MHPDO workload. Similarly, MHPDO is now responsible for working with clients in Project Recovery [...] This responsibility includes weekly attendance at a

court staffing by one MHPDO attorney and one MHPDO social worker as well as at least two visits to the program per month. In addition, some Wheel attorneys are transferring complicated or time-consuming cases to MHPDO, thus increasing MHPDO's workload for both the attorney and social work staff." Between 2006 and 2009, 872 writs of attachment were issued for individuals incarcerated in the Travis County Jail who were found incompetent to stand trial.

2. Project Design and Implementation (35 percent of 100)

The original design of the MHPDO included eight employees: two attorneys, one case management coordinator, one social worker, two caseworkers, and two administrative staff. Since the MHPDO is at capacity, Travis County proposes hiring a third attorney and a third caseworker. Two MHPDO attorneys each represent 200 defendants per year (for a total of 400 defendants). One additional attorney will increase the MHPDO's overall capacity up to 600 defendants per year. This attorney will also be assigned a combination of nonviolent felony and nonviolent misdemeanor criminal cases, as defined by the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (MIOTCRA).

Caseworkers and licensed social workers carry an intensively-managed caseload of approximately 120 cases per year, consisting of MHPDO and MH Wheel cases, in addition to community referrals. They provide services to mentally ill clients accused of both misdemeanor and felony offenses. The average case is active for three to four months, creating a ratio of 30 cases to one case manager (30:1). Due to the complexity of many cases, intensive case management services can continue for up to one year. One additional caseworker will increase the Office's capacity to provide case management services from the current 480 clients per year to a maximum of 600. This caseworker will maintain a caseload of nonviolent felony and misdemeanor cases, as defined by MIOTCRA.

Caseload size for caseworkers and social workers is determined by different variables; it is the joint responsibility of the case manager and the MHPDO to address caseload issues and concerns. From the MHPDO's inception through February 2010, 1236 clients have been referred for case management services. In FY 2010, the number of monthly referrals for case management is up 46% over FY 2009, year to date. Expanding the MHPDO will build upon the continuity of case management currently in place and allow up to a total of 600 clients to be served each year.

By Texas statute, TFID requires an oversight committee be formed to provide operational guidance to the MHPDO and the Travis County Commissioners Court on mental health and indigent defense issues in Travis County. The MHPDO Oversight Committee meets quarterly; As previously stated, the MHPDO seeks to expand the number of mental health clients that can be served and include felony defendants, with the opportunity to assist referrals from Travis County's newly-implemented Veteran's Court and felony mental health court dockets.

MHPDO social workers conduct assessments; write formal mental health reports; write discharge plans for clients released from jail; assess and monitor incompetent clients awaiting transfer to a state hospital; and make competency recommendations. MHPDO caseworkers assist clients with securing housing; mental health treatment; obtaining identification; medical needs; substance abuse treatment; transportation; Supplemental Security Income (SSI) benefits; employment; and education. Caseworkers also initiate and monitor complex treatment plans for clients.

MHPDO attorneys provide legal representation for and ensure mental health clients are represented in criminal proceedings and ensure their constitutional rights are upheld. They prepare and argue legal briefs for misdemeanor mental health cases, including research, case

preparation, and appearing in court. The lead MHPDO attorney oversees and participates in preparation, presentation and disposition of cases. This position represents indigent adults in misdemeanor hearings for the most complex litigation, as well as directs and advises MHPDO legal staff on issues of law and the disposition of cases. The lead attorney researches and answers legal issues related to mental health law for various County departments, district judges, external attorneys, and outside agencies. This position also performs advanced legal work as lead counsel on selected cases, including cases of particular difficulty or sensitivity, and represents the MHPDO at community and business gatherings, makes presentations, and conducts seminars and training for groups and organizations. Additionally, the lead attorney functions as a resource person for advice and assistance to attorneys and law enforcement agencies and meets with judges regarding court administration of the indigent mental health caseloads.

When the MHPDO was initially planned, a mentally ill defendant with a pending felony offense was unable to access the invaluable legal representation offered by the Office due to the complexity of their cases, creating a disparity in local mental health service provision. It was determined that mentally ill defendants facing a felony offense would remain on the MH Wheel for representation while being granted access to MHPDO case management. If awarded, BJA grant funding will allow the MHPDO to expand their services to represent nonviolent felonies (as defined by MIOTCRA), including those on the felony mental health court dockets, and defendants on the Veteran's Court. Bureau of Justice Assistance (BJA) funding will not be used for those arrested for any violent offense.

The MHPDO continues to collaborate with ATCIC. ATCIC provides psychiatric services for mentally ill and mentally retarded clients in the community, including medication, therapy, and managed aftercare. The partnership between the MHPDO and ATCIC establishes a

continuum of care which is adhered to for each eligible client. The MHPDO works to ensure that client needs are met, that clients comply with a medication regime, and that a client plan of service is created. The MHPDO and ATCIC also collaborate on the Recidivist Program, which utilizes a team approach designed to target complex, traditionally noncompliant clients in an effort to reduce their multiple interactions with the criminal justice system and involve them with ATCIC or other mental health providers. Case management staff at the MHPDO works directly with an ATCIC caseworker assigned to the Recidivist Program.

In 2004, the Mayor's Mental Health Task Force (MMHTF) was created by the City of Austin, Texas, due to community concern over the challenges faced by individuals with severe mental illnesses. More than forty organizations met to identify the strengths, weaknesses, and gaps in mental health services in the community and developed a five-year strategic plan. The plan's goals were to develop criteria which define a mentally healthy community and to create an action plan which will close identified gaps.

In September 2006, the MMHTF submitted an application on behalf of Travis County to the Technical Assistance and Policy Analysis Center for Jail Diversion (TAPA Center) to conduct a BETA study on mental health and jail diversion strategies in Austin, Travis County, Texas. During a year-long study, the TAPA Center and the Human Services Research Institute (HSRI) worked with the Travis County Cost Simulation Workgroup. The purpose of the study was to collect data on the cost of providing mental health services, jail admission, criminal charges, criminal history, and service utilization data.

In 2007, an MHPDO Oversight Committee was formed as required by the TFID grant. This committee provides operational oversight and direction to the MHPDO, as well as guidance to the Travis County Commissioners Court on mental health and indigent defense issues in

Travis County. In 2008, the MMHTF Monitoring Committee formally recommended expanding representation and services with the MHPDO to include an increase in the total number of clients served by the MHPDO, as well as felony clients.

In 2008, the Special Reduction Docket was created; it is a misdemeanor jail docket consisting of individuals identified with mental health needs. Prior to 2008, mentally ill misdemeanor offenders who were not released on bond were set on biweekly dockets which rotated between five misdemeanor courts. For consistency and continuum of care, this docket was consolidated into a single court, held twice weekly. The Special Reduction Docket brings together the MHPDO, the MH Wheel, the Mental Health Prosecutor's team, and TCSO social services staff to discuss a case's best disposition. The uniqueness of this docket is the time spent evaluating a client's criminal behavior relative to their mental health status. Dispositions are negotiated in a non-adversarial fashion to support public safety and provide alternatives to address the client's mental health needs, with the ultimate goal of diverting/dismissing cases; addressing competency issues; linking defendants to mental health services; and reduction of jail bed days and recidivism rates.

Travis County's first felony mental health docket was established in 2009. Travis County funded an assistant district attorney and a support staff position to focus on addressing mentally ill individuals accused of felony offenses. The Travis County District Courts identified a magistrate judge, whose primary responsibility is disposition of these cases. By expanding the MHPDO, the attorney and caseworker funded by this grant may be assigned to the mental health felony docket, ensuring a continuity of care.

3. Capabilities/Competencies (20 percent of 100)

The MHPDO provides both legal representation and case management indigent, severely mentally ill defendants. MHPDO attorneys are responsible for representing clients who have been charged with a misdemeanor criminal offense. Social workers conduct assessments and discharge plans for clients being released from jail; assess and monitor incompetent clients awaiting transfer to a state hospital; and make competency recommendations. Caseworkers initiate and monitor intensive treatment plans; provide intensive case management; and assist clients with issues that impact their well-being and legal status.

The MHPDO facilitates collaboration between justice, mental health, and substance abuse professionals. ATCIC works in direct collaboration with the MHPDO. This partnership has increased access to mental health and other treatment services for individuals with mental illness and/or co-occurring disorders. They provide medication, behavioral therapy, and case management to mentally ill consumers. ATCIC is the primary provider of these services to indigent residents of Travis County and works with many MHPDO clients, before, during, and after involvement with the criminal justice system.

Local judges, court systems, law enforcement, adult probation, Pretrial Services, Counseling and Education Services, and mental health advocacy groups such as Advocacy, Inc., Texas Appleseed, and the National Alliance on Mental Illness (NAMI) all actively support the efforts of the MHPDO.

Specialized mental health courts have been developed to address the unique needs of the mentally ill and to bring consistency and advocacy into the legal process. These courts also provide a diversion to incarceration, an alternative to prosecution, and a variety of sentencing options. By working with prosecutors and defense attorneys, caseworkers, corrections personnel, and other mental health advocates, a collaborative and non-adversarial environment is fostered.

Travis County formed an oversight committee to monitor the MHPDO per grant requirements. This committee provides oversight and guidance to the MHPDO, as well as guidance to the Travis County Commissioners Court on mental health and indigent defense needs in Travis County.

The Travis County Commissioners Court provides funding for the MHPDO, as well as guidance and the authority to operate and provide services to mentally ill indigent clients. TCSO provides law enforcement to Travis County residents. Its Crisis Intervention Team (CIT) is often the first contact mentally ill individuals have with this agency.

Defendants are primarily assigned to the MHPDO through Criminal Court Administration, as well as referrals from judges, other attorneys, Travis County's Pretrial Services, and the community. Once a client has been referred to the MHPDO, he or she is assessed for services, assigned to a case manager and attorney, and begins work on a treatment plan to divert involvement from the criminal justice system.

Current programming relies upon client advocacy through ATCIC and the MHPDO. Case management through ATCIC runs concurrent with case management at the MHPDO. For other cases, ATCIC case management resumes where MHPDO case management leaves off and is considered a long-term investment by the client. Caseworkers and social workers advocate for their clients through a team approach and collaboration is imperative for success. Both agencies strive towards a common goal of ensuring all of a client's needs (therapeutic, basic, family reunification, medical, etc.) are met. Additionally, attorneys advocate for their clients in the criminal justice system, ensuring a client's legal rights are clearly defined and upheld. Expansion of the MHPDO will build upon this foundation and improve and preserve the system which is in place, while increasing the scope of services and the number of clients affected.

Many of the MHPDO's clients are homeless and have little or no family support. Often, their families have given up on them in frustration. For these clients, the work is focused on the individual with a goal towards re-establishing family relationships, support, and contact. For those clients with an established family support system, the MHPDO strives to work with engaged family members to develop a stable living/housing situation.

If the MHPDO is awarded the BJA expansion grant on September 1, 2010, job descriptions for the attorney and caseworker vacancies will be posted by October 1, 2010, with the positions remaining open until November 1, 2010. See attached job descriptions. The hiring and expansion of the MHPDO will be complete by December 1, 2010.

The University of Texas School of Law and School of Social Work are in Austin, creating a large pool of qualified applicants to fill attorney and caseworker positions. The MHPDO has had five legal interns since its inception; the first group of social work interns is scheduled to begin in spring 2010. New positions will be filled at a level requiring specialized training and experience in the legal representation of and service provision to mentally ill clients. Thirty days will be allotted to interview eligible candidates, make job offers and negotiate salaries, and provide notice to current employers, if necessary. Upon hire, the attorney and caseworker will begin accepting cases. The expansion of the MHPDO will occur within ninety days of Travis County being notified of grant award. These actions are the responsibility of the MHPDO, assisted by Criminal Justice Planning (CJP). The Director of the MHPDO oversees the day-to-day operations and represents a reduced number of defendants. The CJP Planning Manager oversees the grant for TFID and will maintain these duties if Travis County is awarded expansion funding through BJA.

The primary barrier to implementing any project which works with the mentally ill is the client. Mistrust and suspicion of “the system” are common with mental health consumers. Convincing a mentally ill client to engage in and maintain participation in treatment and case management can be the most challenging barrier to overcome. The MHPDO is established and respected by clients and community stakeholders and can build upon its collective experience working with a difficult population and navigating local service providers.

Another barrier to expanding the MHPDO is the ongoing lack of resources available in the community for mentally ill clients, especially those who are also indigent. Historically, this segment of the population has been underserved and often lacks the support and capability to tap into resources without assistance. Even where services and assistance are available, there is a danger of overextending existing resources due to the number of clients in need and the complexity and severity of their needs. Expanding will allow the MHPDO to leverage existing relationships and utilize appropriate services.

5. Impact/Outcomes, Evaluation, Sustainment, and Plan for Collecting Data for Performance Measures (15 percent of 100)

The MHPDO is a branch of Travis County Justice and Public Safety (JPS) division. Criminal Justice Planning is another branch of this division and monitors the MHPDO’s TFID grant. The MHPDO is also monitored by an oversight committee which meets quarterly to review the Office’s performance measures and the Office distributes quarterly data to TFID which is made available to all community stakeholders. Criminal Justice Planning maintains the “Justice and Public Safety Progress Report”, which incorporates MHPDO’s performance data; see attached report.

In September 2007, Travis County contracted with the Spangenberg Group (now GMU) to ensure the implementation and outcomes of the MHPDO were successful. This contract

involves a total of three assessments of the MHPDO, as it is operating within the Travis County criminal justice system: an initial baseline assessment; a follow-up assessment one year later; and a final assessment after two years of operation. The overall goal of this three-part evaluation is to assist Travis County in the successful implementation of the nation's first standalone mental health public defender office so that it may provide cost effective, meaningful, and adequate representation to indigent defendants with serious mental illness. GMU will complete the evaluation of the MHPDO (see attached evaluation). In 2007, Travis County also participated in a BETA study with the Capital Area Council of Governments and the MHPDO to study mental health and jail diversion strategies.

In 2007, Travis County contracted with defenderData, LLC, a provider of software designed exclusively for public defender offices. defenderData was tailored to the needs of the MHPDO and focuses on the challenges specific to indigent criminal defense. It is being modified to track data specific to MHPDO clients, office operations, and performance indicators.

The MHPDO is evaluated using the following performance measures for legal cases: number and source of case referrals; number of cases accepted; number of cases open at end of the month; number of cases closed per month; average length of time between open and closed; and number and type of dispositions. Case management performance measures include: total number of clients referred to caseworkers; number of cases denied; number of assessments/intakes; number referred to and types of community resources; number of cases open to case management services; and average length of hospital stay.

Travis County will use this grant money to support MHPDO and will not use any federal money as a part of the matching funds. The expansion of the MHPDO will not come at the

demise of any existing programs or services which benefit the mentally ill, either internally or externally funded.

The creation of the MHPDO has alleviated some of the burden from other service providers in the community, making it an essential part of the local continuum of care. It has also been an educational tool for the community and other jurisdictions. It is also looked upon as the model public defenders office for the mentally ill and has been visited by other programs to observe MHPDO processes. Expanding upon an evidenced-based program which has proven to be successful furthers the program's sustainability.

The Commissioners Court anticipates funding the MHPDO after the final year of TFID funding in 2011, mainly due to its proven success supported by the data collected and evaluation outcomes. Travis County will assume responsibility for the MHPDO's \$625,000 annual budget. Travis County's commitment is to sustain this widely respected and very successful program.

BUDGET NARRATIVE SUMMARY

Travis County, Texas, is requesting \$200,000 in federal funds with a County match of \$50,000. These funds will be used to expand the Mental Health Public Defender Office (MHPDO), the first standalone public defender office of its kind in the nation. The MHPDO is currently funded through a four-year tiered state grant through the Texas Task Force on Indigent Defense (TFID). If the Office continues to be cost effective and as successful as the George Mason evaluation suggests, Travis County intends to provide 100% of the funding in 2011.

Travis County is requesting funding to increase the MHPDO's ability to provide services to mentally ill clients by hiring one additional attorney and one additional caseworker. The current staff at the MHPDO consists of two attorneys, four social/caseworkers, and two administrative staff, collectively serving over 400 indigent mentally ill clients per year. By adding staff, the total number of clients the Office can serve will increase by 200 defendants for one attorney and 120 clients for the one caseworker. Travis County anticipates the total expansion to cost \$250,000, of which \$50,000 will be the responsibility of the County. Over 96% of the requested funding will be used on salaries. The base salary for an Attorney II is \$54,223, with \$18,096 in associated fringe benefits; the base salary for a caseworker is \$33,765, with associated fringe benefits of \$14,150. Annual salary for both positions is estimated to be \$120,233/yr. The remaining funding will be expended on operational costs, including the required two Bureau of Justice Assistance trainings. The evaluation is also a requirement through the TFID grant; therefore, the cost of the evaluation will be considered "in-kind" since an evaluation is already scheduled to be conducted on the MHPDO for the next two years. Travis County understands it will assume 100% financial responsibility for the MHPDO expansion at the end of the 24-month grant period.

Budget Detail Form

Total Project Cost	\$250,000	Total Project Cost \$250,000 Grantor portion \$200,000 (80%) Travis County portion \$50,000 (20%)
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Salaries – Total Salaries \$175,974

Attorney II			Wage	Cost
	Year 1		\$54,222	\$ 54,222
	Year 2		\$54,223	\$ 54,223
	Sub-total			\$108,445
Caseworker				
	Year 1		\$33,764	\$ 33,764
	Year 2		\$33,765	\$ 33,765
	Sub-total			\$ 67,529
	Total Salaries			\$175,974

Fringe Benefits – Total for Fringe Benefits \$64,491

Attorney II	Component	Rate	Wage	Cost
	FICA-OASDI	6.20%	\$108,445	\$ 6,724
	FICA - Medicare	1.5%	\$108,445	\$ 1,572
	Workers Comp	0.26%	\$108,445	\$ 211
	Insurance- Hosp	\$629/mo	\$108,445	\$15,096
	Insurance - Life	\$7.55/mo	\$108,445	\$ 182
	Retirement	11.44%	\$108,445	\$12,406
	Sub-total			\$36,191
Caseworker				
	FICA-OASDI	6.20%	\$67,529	\$ 4,186
	FICA - Medicare	1.5%	\$67,529	\$ 980
	Workers Comp	0.26%	\$67,529	\$ 132
	Insurance- Hosp	\$629/mo	\$67,529	\$ 15,096
	Insurance - Life	\$7.55/mo	\$67,529	\$ 180
	Retirement	11.44%	\$67,529	\$ 7,726
	Sub-total			\$28,300
	Total Fringe Benefits			\$64,491

Travel: Total for Travel and Mileage \$ 8,535.00

Trip #1	Location	Item	Rate	Cost
Initial Grant Conference	Washington, DC	Airfare	\$350/flight x 3	\$1,050.00
		Hotel	\$233.50/night x 3 persons x 3 nights	\$2,102.00
		Per Diem (Meals)	\$39/day x 4 days x 3 people	\$ 468.00
		Miscellaneous (taxi or shuttle costs, internet connections, etc.)		\$ 200.00
Trip #2				
Meeting with Bureau of Justice	Washington, DC	Airfare	\$350/flight x 3	\$1,050.00
		Hotel	\$240/night x 3 persons x 4 nights	\$2,880.00
		Per Diem (Meals)	\$39/day x 5 days x 3 people	\$ 585.00
		Miscellaneous (taxi or shuttle costs, internet connections, etc.)		\$ 200.00
	Total Travel			\$ 8,535.00

Supplies and Operating – Total for Supplies \$ 1,000.00

Item	Cost
Licensing fees & dues for attorney	\$ 1,000.00
Total Supplies & Operating	\$ 1,000.00

Total Project Cost	\$250,000	Total Project Cost \$250,000 Grantor portion \$200,000 (80%) Travis County portion \$50,000 (20%)
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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:	Michael Williams, Financial Analyst
Phone Number:	854-7011

Grant Title:	Travis County COPE (Collaborative Opportunities for Positive Experiences) Expansion Program		
Grant Period:	From:	10/01/10	To: 9/30/2012
Grantor:	OJJDP (Office of Juvenile Justice Prevention)		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input 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	<i>County Match</i>	In-Kind	TOTAL
Personnel:	\$126,410				\$49,998	\$176,408
Operating:	\$69,655					\$69,655
Capital Equipment:	0					0
Indirect Costs:	\$3,921					\$3,921
Total:	\$199,986	\$0	\$0		\$49,998	\$249,984
FTEs:	1				.38	1.38

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	DB	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
Number of Juvenile Justice Collaborations in the COPE mental health advisory council	20	N/A	N/A	N/A	N/A	7
Number of new Juvenile Justice Collaborations in the COPE mental health advisory council	7	N/A	N/A	N/A	N/A	4

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Percentage of youth participating in the Mental Health Court Expansion program who did not recidivate	70%	N/A	N/A	N/A	N/A	70%
Increase of the number of diversion programs in the expanded program.	1	N/A	N/A	N/A	N/A	0
Number of youth assessed for the program	30	N/A	N/A	N/A	N/A	30
Number of youth with successful completion of the program	12	N/A	N/A	N/A	N/A	12
Number of juvenile probation, Child Protective Services (CPS), and mental health providers cross-trained.	25	N/A	N/A	N/A	N/A	30
Measures For Grant						
Number of new Juvenile Justice Collaborations in the COPE mental health advisory council	7	N/A	N/A	N/A	N/A	4
Outcome Impact Description	Additional Community services to assist youth with mental health issues.					
Percentage of youth participating in the Mental Health Court Expansion program who did not recidivate	70%	N/A	N/A	N/A	N/A	70%
Outcome Impact Description	Allow for the department to work with CPS on dual cases and divert youth from the courts by providing needed mental health services.					
Increase of the number of diversion programs in the expanded program.	1	N/A	N/A	N/A	N/A	0
Outcome Impact Description	Ability to serve pre-adjudicated youth from the CPS docket.					
Number of youth assessed for the program	30	N/A	N/A	N/A	N/A	30
Outcome Impact Description	Determine Population eligibility through assessment and observation.					
Number of youth with successful completion of the program	12	N/A	N/A	N/A	N/A	12
Outcome Impact Description	How many youth complete the program requirements with the treatment plan provided.					

Number of juvenile probation, Child Protective Services (CPS), and mental health providers cross-trained.	25	N/A	N/A	N/A	N/A	30
Outcome Impact Description	Training on how to determine if the youth are eligible for the program and to understand and track the necessary performances measures.					

PBO Recommendation:

Juvenile Probation is requesting approval to submit an application for a new grant to the Office of Juvenile Justice and Delinquency Prevention (OJJDP), to expand Collaborative Opportunities for Positive Experiences (COPE) Program to serve up to an additional 45 pre-adjudicated non-violent youth with mental health disorders. Under the grant, Travis County Juvenile Probation will serve as the lead agency and coordinate with the Texas Department of Family and Protective Services and Austin Travis County Integral Care to serve dual jurisdiction cases.

One new Juvenile Probation Officer III will be created to handle the additional caseload which will serve youth between 6-12 months in the program. The grant application is for a two year period and requires an in-kind match of \$49,998 which will be met within the department's existing budget. No additional resources are required at this time.

PBO recommends approval of the request to provide additional treatment resources for youth with mental health disorders served by the department.

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

The program will provide collaboration between Travis County Probation, Texas Department of Family and Protective Services and Austin Travis County Integral Care to serve dual jurisdiction cases. Travis County Juvenile Probation will be the lead organization to coordinate treatment services for up to 45 pre-adjudicated youth (non-violent offenses) with mental health disorders. One JPO will be hired to handle this caseload which would serve youth up to 6-12 months in the program.

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

There is no long term commitment for county funding.

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

This grant requires a 20% match. We have submitted the grant with the entire match as in-kind commitments. This in-kind match as submitted is \$49,998 includes staff and Juvenile Probation is not asking the Court for additional funds.

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

The grant budget includes 2% for indirect costs, which is \$3,921.

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 grant proposals at the Federal and State level; as well as private foundations.

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

This is a current program and the department is expanding the COPE mental health court program in order to fill a gap serving the cross-over youth population that has mental health issues.

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

This will allow the department to serve cross-over youth from CPS as an expansion of the COPE Mental Health Court to reduce recidivism and increase public safety.

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TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM:

Barbara Swift for E. P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH:

Michael Williams
Michael Williams
Financial Analyst

SUBJECT: FY11 Travis County COPE (Collaborative Opportunities for Positive Experiences) Grant from the OJJDP Justice and Mental Health Collaboration Grant Solicitation

DATE: March 23, 2010

The COPE Expansion grant application to the Office of Juvenile Justice Delinquency Prevention will provide collaboration between Travis County Probation, the Texas Department of Family and Protective Services and Austin Travis County Integral Care to serve dual jurisdiction cases. Travis County Juvenile Probation will be the lead organization to coordinate treatment services for up to 45 pre-adjudicated youth (non-violent) with mental health disorders. One JPO III will be hired to handle the caseload which will serve youth up to 6-12 months in the program.

The grant application is for \$199,985 for two years beginning October 1, 2010 with an in-kind match over two years of \$49,999; which is a current JPO III position in the department.

Please review this item and place it on the **April 6th** Commissioner's Court agenda for their consideration and signature. Please contact Mike Williams at 4-7011 for further information.

Thank you in advance for your attention to this request.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney
DeDe Bell, Financial Analyst, County Auditor
Barbara Swift, Deputy Chief
Gail Penney Chapmond, Division Director
Linda Duke, Casework Manager
Sylvia Mendoza, Division Director, Financial Services
Mike Williams, Financial Analyst
Grant File



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BJA FY 10 Justice and Mental Health Collaboration Program (JMHCP): Expansion 2010-H2353-TX-MO


[Application](#)
[Correspondence](#)
[Switch to ...](#)
Review SF-424 [Print a Copy](#)
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[Overview](#)
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Information](#)
[Project Information](#)
[Budget and
Program
Attachments](#)
[Assurances and
Certifications](#)
[Review SF 424](#)
[Submit Application](#)
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Asked Questions](#)
[GMS Home](#)
[Log Off](#)

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier						
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier						
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier						
5. APPLICANT INFORMATION								
Legal Name Travis County		Organizational Unit Juvenile Probation						
Address 2515 South Congress Ave Austin, Texas 78704-5594		Name and telephone number of the person to be contacted on matters involving this application Medina, Estela (512) 854-7069						
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 74-6000192		7. TYPE OF APPLICANT County						
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance						
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.745 CFDA Criminal and Juvenile Justice and Mental Health TITLE: Collaboration Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Travis County COPE Expansion project						
12. AREAS AFFECTED BY PROJECT City of Austin, Travis County, Texas								
13. PROPOSED PROJECT Start Date: October 01, 2010 End Date: September 30, 2012		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project TX10						
15. ESTIMATED FUNDING <table border="1"> <tr> <td>Federal</td> <td>\$199,986</td> </tr> <tr> <td>Applicant</td> <td>\$49,998</td> </tr> <tr> <td>State</td> <td>\$0</td> </tr> </table>		Federal	\$199,986	Applicant	\$49,998	State	\$0	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program is not covered by
Federal	\$199,986							
Applicant	\$49,998							
State	\$0							

Local	\$0	E.O. 12372
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$249,984	N
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		



Other Requirements for OJP Applications

Successful applicants must agree to comply with additional requirements prior to receiving grant funding, including:

Civil Rights Compliance

As a condition for receiving funding from OJP, recipients must comply with applicable federal civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Justice Department's regulation for the Equal Treatment of Faith-Based Organizations. Depending on the funding source, a recipient must also comply with the nondiscrimination provisions within the applicable program statutes, which may include the Omnibus Crime Control and Safe Streets Act of 1968, the Victims of Crime Act, or the Juvenile Justice and Delinquency Prevention Act. Collectively, these federal laws prohibit a recipient of OJP funding from discriminating either in *employment* (subject to the exemption for certain faith-based organizations discussed below; see "Funding to Faith-based Organizations") or in the *delivery of services or benefits* on the basis of race, color, national origin, sex, religion, or disability. In addition, OJP recipients may not discriminate on the basis of age in the delivery of services or benefits. See more information on [Statutes and Regulations](#).

Compliance with Title VI of the Civil Rights Act of 1964, which prohibits recipients from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients in meeting their obligation to serve LEP persons, the Department of Justice (DOJ) has published a guidance document, which is available on the [LEP.gov web site](#). OJP encourages applicants and recipients to include within their program budgets the costs for providing interpretation and translation services to eligible LEP service populations.

For technical assistance on complying with the civil rights laws linked to the receipt of federal financial assistance from OJP, please contact the:

Office of Justice Programs
[Office for Civil Rights](#)
810 7th Street NW
Washington, DC 20531
202-307-0690
Fax: 202-616-9865
TTY: 202-307-2027

Funding to Faith-Based Organizations

In 2002, President George W. Bush issued Executive Order 13279 and in 2004, DOJ issued the regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38. In general, the Executive Order and regulation require funding organizations to treat faith-based organizations (FBOs) the same as any other applicant or recipient of DOJ funding, neither favoring nor discriminating against FBOs in making and administering grant awards, and require that FBOs be allowed to retain their independence, autonomy, expression, and religious character when competing for DOJ financial assistance used to support social service programs and participating in the social service programs supported with DOJ financial assistance.

The Executive Order and regulation also prohibit recipient FBOs from using Justice Department funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Funded FBOs may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, funded FBOs must not compel program beneficiaries to participate in inherently religious activities. Funded faith-based organizations must also not discriminate on the basis of religion in the delivery of services or benefits.

Some program statutes, including the Omnibus Crime Control and Safe Streets Act of 1968, the Victims of Crime Act, and the Juvenile Justice and Delinquency Prevention Act, contain express nondiscrimination provisions that prohibit all recipients of funding under these statutes from discriminating on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit FBOs applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

If the statute that authorizes a DOJ funding program generally forbids consideration of religion in employment decisions by grantees, an FBO may receive DOJ funds and continue to consider religion when hiring staff if it meets the following criteria:

1. The FBO demonstrates that its program for which it seeks federal funding is an exercise of religion;
2. The FBO demonstrates that requiring it to either forgo its religious preference in hiring or forgo the federal funding would substantially burden its exercise of religion; and
3. The funding entity is unable to demonstrate that applying the nondiscrimination provision to this FBO would both further a compelling government interest and be the least restrictive means of furthering this interest.

The OJP and state administering agencies will grant exemptions to the prohibition against hiring discrimination on the basis of religion in the program statutes on a case-by-case basis to FBOs that certify to the following, unless there is good reason to question its truthfulness:

1. The FBO will offer all federally-funded services to all qualified beneficiaries without regard for the religious or non-religious beliefs of those individuals; and
2. Any activities of the FBO that contain inherently religious content will be kept separate in time or location from any services supported by direct federal funding, and if provided under such conditions, will be offered only on a voluntary basis; and
3. The FBO is a religious organization that sincerely believes that providing the services in question is an expression of its religious beliefs; that employing individuals of particular religious belief is important to its religious exercise; and that having to abandon its religious hiring practice to receive federal funding would substantially burden its religious exercise.

FBOs that are seeking federal financial assistance under the Safe Streets Act, VOCA, and JJDPA as well as an exemption to their prohibition against religious discrimination in hiring, must complete and retain **an original, signed document for their records** (see sample Certificate of Exemption for

Hiring Practices on the Basis of Religion), certifying to the three provisions set forth above, **and then, must work with OJP to attach it to the grant file, after receipt of an award.** For more information, please consult the Office for Civil Rights.

Confidentiality and Human Subjects Protection (if applicable)

DOJ regulations (28 CFR Part 22) require recipients of OJP funding to submit a Privacy Certificate as a condition of approval of any grant application or contract proposal that contains a research or statistical component under which "information identifiable to a private person" will be collected, analyzed, used, or disclosed. The funding recipient's Privacy Certificate includes a description of its policies and procedures to be followed to protect the confidentiality of identifiable data. 28 CFR Section 22.23. The Department's regulations provide, among other matters, that: "Research or statistical information identifiable to a private person may be used only for research or statistical purposes." 28 CFR Section 22.21. Moreover, any private person from whom information identifiable to a private person is collected or obtained (either orally or by means of written questionnaire or other document) must be advised that the information will only be used or disclosed for research or statistical purposes and that compliance with the request for information is voluntary and may be terminated at any time. 28 CFR Section 22.27.

In addition, DOJ has regulations with respect to the protection of human research subjects. See 28 CFR Part 46. In brief, 28 CFR Part 46 requires that research involving human subjects that is conducted or supported by a Federal department or agency be reviewed and approved by an Institutional Review Board (IRB), in accordance with the regulations, before Federal funds are expended for that research. As a rule, persons who participate in Federally-funded research must provide their "informed consent" and must be permitted to terminate their participation at any time. Funding recipients, before they will be allowed to spend OJP funds on any research activity involving human subjects, must submit appropriate documentation to OJP showing compliance with 28 CFR Part 46 requirements, as requested by OJP.

General information regarding Data Confidentiality and Protection of Human Research Subjects (and Model Privacy Certificates and other forms):

- Standard Forms and Instructions
- National Institute of Justice Protecting Human Subjects
- Model Privacy Certificate
- Bureau of Justice Statistics Human Subjects/Confidentiality Requirements

Anti-Lobbying Act

The Anti-Lobbying Act (18 U.S.C. § 1913) recently was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352.

The Office of Management and Budget (OMB) is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. Part 69 for U.S. Department of Justice grantees) to reflect these modifications. However, in the interest of full disclosure, no federally appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval by OJP. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.

Financial and Government Audit Requirements

Federal grants are governed by the provisions of the OMB circulars applicable to financial assistance and OJP's Financial Guide, which includes information on allowable costs, methods of payment, audit requirements, accounting systems, and financial records. This document will govern how all successful applicants administer funds.

Audits of state and local units of government, institutions of higher education, and other nonprofit institutions must comply with the organizational audit requirements of OMB circular A-133, which states that recipients who expend \$500,000 or more of federal funds during their fiscal year are required to submit a single organization wide financial and compliance audit report to the **Federal Audit Clearinghouse** within 9 months after the close of each fiscal year during the term of the award.

Grantees must comply with the following OJP reporting requirements:

- **Financial status reports (SF 269).** Grantees must submit these financial reports quarterly by the 45th day following the end of each calendar quarter, and a final report is due 120 days following the end of the award period. Grantees may file SF-269 forms through the Grants Management System (GMS). Grant recipients who do not submit SF-269 reports by the due date will be unable to drawdown funds.
- **Categorical Assistance Progress Reports (OJP Form 4587/1).** Grantees should complete and submit these semiannual reports within 30 days after the end of the reporting periods, which are June 30 and December 31 for the life of the award. Grantees should submit progress reports through GMS using the "Application" module. Grantees may address questions to the GMS Help Desk at 1-888-549-9901.

National Environmental Policy Act (if applicable)

All OJP awards are subject to the National Environmental Policy Act (NEPA) and other related Federal laws, if applicable. 42 USC Section 4321 et seq. DOJ has established procedures to implement NEPA. See 28 CFR Part 61. The regulations state that "all federal agencies are required to give appropriate consideration to the environmental effects of their proposed actions in their decision-making and to prepare detailed environmental statements on . . . major federal actions significantly affecting the quality of the human environment." 28 CFR section 61.2. Under the regulations, DOJ, among other things, is required to "[c]onsider from the earliest possible point in the process all relevant environmental documents in evaluating proposals for Department action[.]" 28 CFR Section 61.6.

OJP has responsibility to ensure compliance with NEPA and 28 CFR Part 61, including Appendix D. For many projects that are funded by OJP, NEPA may have no applicability. However, if OJP funds will be used, for example, to pay for renovation projects or new construction, programs involving the use of chemicals, or any other activity, including research and technology development, that may have an effect on the environment, at a minimum, the funding recipient must provide a full description of proposed project activities to OJP, and an Environmental Assessment must be prepared. Prior to allowing a recipient to spend OJP funds for such a project, OJP must make a finding that the project does not significantly affect the human environment and that further environmental assessment is not necessary.

DOJ Information Technology Standards (if applicable)

As appropriate, all equipment and software developed under awards that result from this solicitation must be compliant with DOJ information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan. A list of additional standards can be found at the OJP Standards Clearinghouse.

Single Point of Contact Review

Executive Order 12372 requires applicants from state and local units of government or other organizations providing services within a state to submit a copy of the application to the state Single Point of Contact (SPOC) if one exists and if the state has selected this program for review. Applicants must contact their state SPOCs to determine whether their programs have been selected for state review. The applicant should enter the date that the application was sent to the SPOC or the reason such submission is not required in Block 3 of the Overview section of the GMS application.

Non-Supplanting of State and Local Funds

Grantees must use federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that they have appropriated for the same purpose. Potential supplanting will be the subject of monitoring and an audit. Violations can result in a range of penalties, including suspension of current and future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Criminal Penalty for False Statements

False statements or claims made in connection with OJP grants may result in fines, imprisonment, and debarment from participating in federal grants or contracts, and/or other remedy available by law.

Compliance with Office of Justice Programs Financial Guide

The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the OJP Financial Guide.

Suspension or Termination of Funding

OJP may suspend funding in whole or in part, terminate funding, or impose other sanctions on a recipient for the following reasons:

- Failing to comply substantially with the requirements or statutory objectives of the appropriate Act, program guidelines issued thereunder, or other provisions of federal law.
- Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the application.
- Failing to adhere to the requirements in the agreement, standard conditions, or special conditions.
- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- Failing to submit reports.
- Filing a false certification in this application or other report or document.

Before imposing sanctions, OJP will provide reasonable notice to the recipient of its intent to impose sanctions and will attempt to resolve the problem informally. Hearing and appeal procedures will follow those in DOJ regulations in 28 CFR Part 18.

Non-Profit Organizations

In all OJP funded programs for which non-profit organizations are eligible subrecipients, with the exception of those funded under authority of the Juvenile Justice and Delinquency Prevention Act, DOJ's policy is that an organization can demonstrate its non-profit status in any one of four methods:

1. Submission of proof of 501(c)(3) status from the Internal Revenue Service.
2. Submission of a statement from the state taxing authority or state Secretary of State, or other similar official certifying that the organization is a non-profit operating within the state, and that no part of its net earnings may lawfully benefit any private shareholder or individual.
3. Submission of a certified copy of the applicant's certificate of incorporation or similar document.
4. Submission of any item above, if that item applies to a state or national parent organization, together with a statement by the state or parent organization that the applicant is a local nonprofit affiliate.

All nonprofit sub-recipients of formula funds provided under the Juvenile Justice and Delinquency Prevention Act must have 501(c)(3) status recognized by the Internal Revenue Service.

For-Profit Organizations

For-profit organizations that receive grant funds from OJP should be aware that additional special conditions are placed on awards to such organizations. Among other things, commercial organizations must agree not to make a profit as a result of an award and not to charge a management fee for the performance of an award. Also, commercial organizations must agree to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.

Government Performance and Results Act (GPRA)

The funding recipient agrees to collect data (on a quarterly, semi-annually, or annual basis, as requested) appropriate for facilitating reporting requirements established by Public Law 103-62 for the Government Performance and Results Act. The funding recipient will ensure that valid and auditable source documentation is available to support all data collected for each performance measure specified in the program solicitation.

Rights in Intellectual Property

DOJ reserves certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of Federal funds. See 28 CFR §§ 66.34, 70.36, and 37 CFR Part 401.

Federal Funding Accountability and Transparency Act (FFATA) of 2006

Applicants receiving an award from OJP should be aware of the requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, which calls for the establishment of a single searchable website that is accessible by the public and includes the following information for each Federal award:

- The name of the entity receiving the award.
- The amount of the award.
- Information on the award including the transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source, and an award title descriptive of the purpose of each funding action,
- The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country.
- A unique identifier of the entity receiving award and of the parent entity of the recipient, should the entity be owned by another entity.
- Any other relevant information specified by OMB.

Direct grant award information must be collected starting in FY 2007 and available for disclosure beginning in January 2008; sub-grantee award data must be available beginning in January 2009. OJP will be responsible for collecting grantee information and providing it to the public website, using data provided by grantees through Grants.gov and the Grants Management System. Additional information regarding these requirements will be provided when available. For more information, visit the [USASpending.gov web site](http://USASpending.gov).

Awards in Excess of \$5,000,000 – Federal Taxes Certification Requirement

A prospective recipient of an award in excess of \$5,000,000 may be required to submit a detailed certification concerning filing of federal tax returns, criminal convictions under the Internal Revenue Code, and unpaid federal tax assessments.

Justice and Mental Health Collaboration Program FY 2010 Competitive Grant Announcement

Program Abstract

Travis County Juvenile Probation Department (TCJPD) implemented a deferred prosecution mental health court in March 2007 with a two year grant from the Bureau of Justice Assistance. Currently COPE "Collaborative Opportunities for Positive Experiences" diverts youth with a mental health diagnosis from adjudication and links the youth and family to community based mental health services during and after discharge from supervision.

TCJPD is requesting a Category 3 Expansion grant for \$200,000, to expand COPE to include youth involved with Child Protective Services and Juvenile Justice, in order to divert them from further involvement in both systems and to decrease cross-over recidivism. In FY 2009, there were approximately 95 juveniles with both a dependency and delinquency case being heard on separate court dockets. Research has shown gaps between the two systems have resulted in a higher level of recidivism and removals from the youth's home.

This expansion will enhance the current COPE mental health court by serving additional youth who have dual supervision through Child Protective Services (CPS) and Travis County Juvenile Probation Department (TCJPD). The program will serve Travis County youth ages 10-17 that have a mental health diagnosis and are on deferred prosecution for non violent offenses. The length of the program will be 6 to 12 months. Eligibility for the program is based on mental health assessments, psychological evaluations and staffing by the COPE Team which will include a Judge, Juvenile Public Defender, Asst. District Attorney, Probation Officer, Program Coordinator, Division Director, CPS Case Worker, mental health designee and the CRCG Coordinator.

The expansion funds will be used to hire a specialized Probation Officer III to supervise a total of 45 non-violent youth during the two year grant period. Supervision will be shared between a CPS Case Worker and the Juvenile Probation Officer. Based on the assessments and needs of the family, services will be provided by Austin Travis County Integral Care (ATCIC) and shared resources from both agencies. Cross-over youth and their family will be involved in developing effective integrated case plans through the development of a Family Multidisciplinary Team (FMDT). Serving these youth will require significant collaboration and a systematic approach between TCJPD, CPS and Austin Travis County Integral Care/ATCIC; the county's mental health authority. ATCIC and CPS have provided letters of support for the purpose of coordinating efforts in the identification, assessment, case supervision and monitoring of the cross-over youth and their families that are the joint responsibility of the three agencies.

The expansion cross- over program will encourage early identification and intervention for dual system involved youth. Training will be provided for law enforcement, school resource officers, CPS, attorneys, mental health professionals, judges, and juvenile probation officers in order to develop strategies, and make recommendations regarding changes in protocol for effectively serving youth in a dual system. There has to be a significant amount of collaboration and a systematic approach to data sharing with serving the cross over youth. A task force will be created to define data needs, evaluating outcome definitions and data sharing procedures amongst collaborating agencies.

Program Narrative

Statement of the Problem

Cross-over youth, also called dually involved youth, are terms used to represent youth who come in contact with the child welfare and juvenile justice systems. A growing body of research on cross-over youth indicates that they are often in the child welfare system for long periods of time; they are more likely to be female compared to the general delinquency populations; and minorities are over-represented in the cross-over population in some areas. Most cross-over youth have been placed out of the home and often experience numerous placements. They are often truant and /or performing poorly at school, and over half of cross-over youth are also detained prior to adjudication. (Hertz & Ryan 2008b; Halemba, Siegal, Lord, & Zawacki 2004; Kelley, Thornberry, & Smith 1997; Saetern & Swain, 2009). There is a strong prevalence of mental health and substance abuse issues in the cross-over population and within their families. In 2006, 57.5% of all Travis County children removed from the custody of their parents by CPS had parental substance abuse or dependency as a major contributing factor leading to the removal. Families of dual system youth frequently present a number of problems, including a history of CPS involvement with the parent when they were a child and chronic mental illness and substance abuse. ("When Systems Collide: Improving Court Practices and Programs in Dual Jurisdiction Cases", Siegal & Lord, 2004) Cross-over youth have higher rates of mental health and substance abuse problems; over three quarters of these youth exhibits symptoms or have diagnosis for a mental health and/or substance abuse disorder (Hertz & Ryan, 2008). In FY09, TCJPD had some level of supervision for 95 youth who also had involvement with CPS. TCJPD proposes to serve these dually-involved youth

with a mental health diagnosis and a non-violent offense through an expansion of our existing mental health court.

TCJPD recognizes that cross-over youth require a more systematic approach to reduce recidivism and improve community safety. Increasingly, cross-over youth research points to the necessity of multi-system collaboration to comprehensively address the risks and needs of cross-over youth. (Wiig & Tuell, 2004; Siegal & Lord, 2004; Halemba, 2005 American Bar Association, 2008, Hertz & Ryan, 2008; and Bilchik & Nash, 2009). Such efforts require at a minimum, the use of coordinated case assignment, joint assessment, coordinated case plans, coordinated case supervision and insure mental health treatment is provided. Without such integrated and comprehensive efforts, cross-over youth are less likely to receive the appropriate services needed to improve their outcomes in both the short-term and long-term (Widom & Maxfield, 2001; Cusick, Goerge & Bell, 2009).

TCJPD and CPS have worked together for several years to break down practice barriers and improve communication between staff of both organizations. TCJPD has interagency agreements with the Austin Travis County Integral Care (ATCIC) and the Texas Department of Family and Protective Services (CPS) for the purpose of coordinating efforts in providing services for juveniles and families, however; we found there are gaps in coordination and dissemination of information, which results in juveniles being placed out of their home and/or being detained. Detention could have been avoided for minor violations if information about dual system involvement had been identified earlier in the Intake process. A coordinated intervention between TCJPD and CPS could have resulted in diverting the youth from further involvement with juvenile probation. TCJPD proposes implementing a practice model for serving cross-over youth that utilizes standards, evidence based practices, policies and

procedures, and quality assurance processes to provide a template for how TCJPD, CPS and ATCIC can serve to minimize these differences.

The COPE Mental Health Court has operated since May 2007. In 2008, COPE served 84 youth, 73% of whom were successfully diverted from further involvement with TCJPD. In FY09, COPE served 92 youth with 82% successfully completing the program. Our Department is a delinquency model court through the National Council of Juvenile and Family Court Judges, which models current practices from juvenile justice. Additionally, COPE is an integral part of the Department's "Front End Diversion Initiative" through the MacArthur Foundation "Models for Change" in coordination with the Texas Juvenile Probation Commission. This front end diversion program diverts youth with mental health issues from adjudication.

TCJPD plans to work with CPS and ATCIC to create a construct for case management, trainings and continuous quality improvement. TCJPD is dedicated to serving Travis County youth with dual jurisdiction and mental health issues. The 2009-2010 Travis County Community Plan, as well as the Williamson and Hays County plans, prioritize the need to provide mental health services to at-risk youth. Thirty eight percent of TCJPD intake population has a serious mental health problem. Austin has had a 32% population growth from 2000-2008 (36th largest Metropolitan Area (MSA) in the United States), which has contributed to a shortage of mental health providers. Federal funds are needed for this program due to Travis County Juvenile Probation's cuts of \$4,814,275 last year in programs and services. In addition, the State of Texas is requiring all state agencies to cut 5% of their state funds this year and possible next year. These cuts will significantly reduce the availability of any state funding for expansion of the COPE Mental Health Court.

Project Design and Implementation

The proposed expansion will develop strategies and changes in protocol that will effectively serve youth in a dual system. The purpose of this expansion is to increase public safety through innovative cross system collaboration between TCJPD, CPS and ATCIC, and to provide services to youth with a mental health diagnosis and reduce the recidivism of the cross over youth.

Specific goals in the expansion:

- to reduce recidivism of the cross-over youth that have a mental health diagnosis and are involved with TCJPD and CPS;
- increase the number of criminal justice personnel and law enforcement will be trained;
- expand the COPE Mental Health Court diversion program to serve cross-over youth;
- expand the number of juvenile justice collaborations to include partners that are involved in the dual systems.

Specific objectives involved in the expansion:

- divert youth from the juvenile justice system and further engagement in the CPS system of care;
- engage and plan a meeting with law enforcement, school resource officers, CPS, ATCIC, juvenile probation staff, school representative, educational and developmental disability advocates and other community stakeholders in a process for early identification of these youth;
- establish protocols for points of earlier intervention through TCJPD Intake Unit, the CPS hot-line, and School Resource Officers;

- collaborative training through the National Alliance on Mental Illness (NAMI), AISD and ATCIC for all community stakeholders to address cross-over youth with a mental health diagnosis.

The target population will include 45 non-violent cross-over pre-adjudicated youth (60-65 youth will be screened) who are in the Juvenile Probation and CPS systems that have a mental health diagnosis. The cross-over youth will be ages 10-17 and reside within Travis County. The length of the program will be up to twelve (12) months. Upon successful completion of the program, the juvenile charges will be dismissed. Unsuccessful completion could result in the case returning to court for adjudication and disposition. In the past, COPE worked with a few CPS cases and recognized the importance of TCJPD and CPS coordinating together; however, the outcome usually resulted in one agency closing their case instead of continuing the needed collaboration. Acknowledging the importance of identifying these youth early and establishing a coordinated case management intervention and sharing of resources would have resulted in better outcomes for the youth in both the TCJPD and CPS systems. Families are best served when both systems work together to develop a case plan with the youth and family. Travis County Juvenile Probation Department and CPS have recently been given the opportunity to participate in the “Cross-over Youth Practice Model” through Georgetown University, in Washington D.C., and Casey Family Services. Participation in this initiative will strengthen and inform our efforts to accomplish substantial system changes. The proposed expansion of the COPE Mental Health Court plans to follow the “Cross-Over Youth Practice Model”, which is very similar to the Sequential Intercept Model see attachment _____. The “Cross-Over Youth Practice Model”, follows specific practices that include: Identification, decision making regarding charges, case assignment, assessment

and planning, coordinated case supervision and ongoing assessments, planning for youth aftercare services and permanency, and case closure. These practices will be put in place with cases that are dually involved. A referral will be generated for the COPE casework manager to review. The COPE case work manager or designee will contact CPS and collect case history information, details on the CPS permanency plan, parties involved with the CPS case, current offense, school information, mental health, psychological, substance abuse and risk assessments. Once this information is collected, a COPE Team staffing will be scheduled with the Judge, Case Work Manager, Probation Officers, Juvenile District Attorney, Juvenile Public Defender, and a CPS Case Worker and mental health designee for consideration as a cross-over youth in the mental health court. The team will make the decision to divert or file the case for prosecution by determining what serves the best interest of the youth and public safety. The eligibility for the expansion program serving cross-over youth will be based on mental health assessments and/or psychological and neuropsychological assessments. If the competency of the juvenile is a concern, other community services may be considered; in addition, the District Attorney's office may approve a plea agreement or dismiss the charge. If the decision is made to divert the youth from entering the juvenile justice system, the case will be accepted, a juvenile probation officer will be assigned and a Family Multidisciplinary Team meeting (FMDT) will be scheduled. The FMDT allows youth and families to be involved in developing an integrated case plans. Prior to the FMDT meeting the probation officer will make an initial home visit and complete the, "*Ohio Youth Problem Functioning and Satisfaction Scales*". The Ohio Scales is completed at the front end and at closure of the juvenile case to measure overall progress as related to mental health, severity of behaviors, functional strengths, level in which they are satisfied with their life, satisfaction of mental

health services in the past and number of school referrals and school absences. The parent or guardian, youth and probation officer complete this form. The FMDT meeting will involve the youth and parent, guardian or foster family, the CPS caseworker, the probation officer, educational representative and mental health providers already involved with the child. In cases where a mental health provider is not already involved, a designee from ATCIC will be present. During FMDT meeting a joint case plan will be developed to address any gaps in services, including additional assessments, educational plans, housing, employment, substance abuse treatment and other needs of the family. Families will be provided community resources through a NAMI clearinghouse of services and Capital United Way 211 information system. The FMDT meetings will be family driven and TCJPD and CPS, as well as other providers, will determine roles and responsibilities, and specific service timelines will be established. Research shows that families engaged early in the process were more likely to attend services, more likely to stay in consistent contact with their CPS case worker and more likely to achieve case plan goals. (Christensen and Antle 2004) The probation officer and CPS case worker will follow the recommendations of the FMDT and secure any other providers needed to meet the need of the family. Monthly progress reviews of the juvenile cases will occur with the Judge, Assistant D.A., JPD, CPS Case worker and the COPE juvenile probation officer. Incentives are given to youth to encourage accountability for their behavior and their investment in the case plan. The FMDT will meet bi-monthly or as needed to ensure joint supervision and collaboration is occurring and services for the family are in place.

In the 2009-2010 Travis County Community Plan states programs are needed to provide mental health services to at-risk youth. Additionally, the 2009-2010 Capital Area Planning

Council of Governments (CAPCOG) Community Plan has in its list of priorities, programs that promote family stability, designed to strengthen family support systems in an effort to positively impact the lives of youth and divert them from a path of serious, violent and chronic delinquency.

Many of the cross-over youth are involved with the local mental health authority, Austin Travis County Integral Care, for their mental health needs. The COPE Mental Health Court also collaborates with ATCIC to provide psychiatric medication monitoring and therapy for the youth and families who are uninsured. ATCIC has set up a protocol for the youth and families served by COPE to provide timely intake and psychiatric appointments using a ATCIC therapist that is housed at TCJPD to complete the intakes. The COPE probation officers assist the youth and family in keeping their intake appointment and then provide a follow-up for continued treatment. In the past, intake and psychiatric appointments were scheduled, but the youth and family had a waiting period to see the psychiatrist. There are cross-over youth that may already be involved with ATCIC for their mental health needs if they have an open CPS case, however, should a youth need an intake or psychiatric appointment, there is now a process in place to expedite an appointment. ATCIC will have an on-going involvement with the youth and family for therapeutic and psychiatric services beyond the period of probation and/or CPS supervision.

A contract will be established with the Austin Psychological and Assessment Center (APA). They will provide psychological services to cross-over youth and families. Multi-Systemic Therapy (MST) is one treatment model that has a well-documented capacity to address the difficulties in providing effective services for youth involved in both CPS and juvenile justice systems. APA uses a variety of therapeutic modalities to include MST,

Cognitive Behavioral Therapy, and Solutions Oriented therapy. A unique aspect of their treatment will be to enhance the outcomes of the cross-over youth and family by the employment of the “client-centered” outcome informed practices to help the youth and family achieve their goals and obtain positive treatment outcomes. The therapists will consistently gather information on therapy progress using the Outcome Rating Scale (ORS) and Session Rating Scale (SRS). These scales have solid reliability and validity to support their effectiveness in practice settings. (e.g., *Clinical Psychologists*, 13(1), March 2009.

CPS will participate in the family multidisciplinary meetings (FMDT) and the monthly progress review with the Judge. The role of the CPS case worker is to work with the juvenile probation officer to identify gaps in services and coordinate and link the resources available in both systems. The CPS case worker and probation officer will determine, based on family need, which agency’s existing resources will be utilized, or if new services are needed, new contracts will be developed. A parent coach, parent liaison, or mentor services will be set up through the Children’s Partnership and will be paid for through another funding source within the Department’s budget. A parent coach or parent liaison will locate ancillary services to include housing, employment, applying for social security benefits, providing food bank locations, and providing resources for delinquent rent or utility bills.

Capabilities/Competencies

The mission of the Travis County Juvenile Probation Department is providing public safety while effectively addressing the needs of the juvenile offenders, victims of crime, and their families. The COPE Mental Health Court mission is to divert youth with a mental health diagnosis from further involvement in the Juvenile Justice system. TCJPD staff are required

to receive cultural diversity and ethics training as part of an annual training requirement to maintain certification. TCJPD is submitting this application and will be the lead agency for this award. Currently the staff involved with the COPE Mental Health Court program is the Case Work Manager (CWM), two specialized probation officers, a Director of Special Services and a judge. The COPE -CWM and probation officers receive monthly training regarding mental health issues and training that is required to keep their certification. Staff positions and therapeutic providers are required to have skills in dealing with language, age gender, sexual orientation, disability, literacy, ethnic, and cultural considerations when interacting with youth and their families. Staff will be housed at Travis County Juvenile Probation and supervised by the COPE Casework Manager.

Proposed Staffing Plan for the Expansion of the COPE Mental Health Court

TCJPD Staff	Level Of Effort	Role	Responsibilities
Deputy Chief Juvenile Probation Officer	5%	Supervisory	Oversees Director of Special Services Division
Director of Special Services (1)	15%	Supervisory	Supervises the COPE Case Work Manager
COPE Case Work Manager (1)	100%	Supervisory, Management,	Manages all aspects of the COPE Mental Health Court, supervises probation officers, develops Partnerships, links mental health services to youth and families
Juvenile Probation Officers III (1)	100%	Supervision, and Case Management	Provides case management and supervises COPE program participants

Evaluator (1)	15%	Management	Oversees the Research Unit and produces reports pertinent to grant
Project Judge (1)	25%	Associate Judge	Presides over the COPE Mental Health Court cases and provides judicial over-site

Currently the COPE Mental Health Court has a good working relationship with ATCIC and CPS. TCJPD is involved in several community collaborations with these agencies and ATCIC is involved with the COPE Advisory Council. TCJPD, ATCIC and CPS work with many of the same youth and families. TCJPD has organized these community partners and all agree on the importance of the cross-over program which will encourage early identification and intervention for dual system involved youth. Members of the COPE Advisory Council are a diverse group of community stakeholders and include school professionals, contract providers, the Children's Partnership, TCJPD Deputy Chief, COPE Project Judge, Austin Travis County Integral Care, Travis County Juvenile Public Defender and Travis County District Attorney, ARC of the Capitol Area, The Hogg Foundation, Travis County Health and Human Services, People's Community Clinic, Austin, Pflugerville, Manor, Lake Travis, and Del Valle School Districts, COPE- Juvenile Probation Officer's, the National Alliance on Mental Illness (NAMI) and a youth and his/her family that is a graduate of the COPE program. TCJPD will invite a CPS designee as well as a youth and family from the cross-over population. The ongoing work of the Advisory Council will assist in directing and implementing the goals and objectives within this expansion. The Council and the agencies represented have a greater opportunity to prevent youth from crossing over by joining forces to identify high-risk youth. The council will endeavor to identify specific points along the

continuum of child welfare prevention and intervention to provide services that are targeted to prevent delinquency.

With Travis County as the lead agency, the collaboration of the three systems (TCJPD, ATCIC and CPS) will ensure a successful expansion project. We have a long history of collaboration with our partner agencies on the council and they support the expansion.

Impact/Outcomes, Evaluation, Sustainability, and Plan for Data Collection:

Instruments used to evaluate the process will include TCJPD data management systems (Caseworker and COPE database), CPS Impact, the Petition Tracking System (PTS), and ATCIC data management system. These mature systems are considered uniform data collection instruments currently being used to meet the operational needs and generate performance measures for each collaborating agency. All data described throughout this section will be entered into one of these secure databases by trained data entry staff. Electronic data collected by each agency will be included in all routine backup processes, and each system has established security policies and procedures.

Similar to the approach with serving the cross-over youth, there must be a significant amount of collaboration and a systematic approach for data sharing. Currently, the data sharing protocol between the collaborating agencies is accomplished through hard copy reports, however; a more efficient and effective method is desired. A task force will be created for this cross-over project to identify data needs, create outcome definitions, and create timely and complete electronic data sharing procedures among the collaborating agencies. Additionally, this team will assist with addressing the gap in services and any related data collection needs. The team members will include representatives from, TCJPD, CPS and ATCIC, District

Attorney and Public Defender staff, the COPE Judge, and staff from the collaborating agencies' research and IT divisions.

The data collected in the aforementioned databases will allow for measurement of the following: identification of the entire dually served population; dispositions from staffing meetings (accepted or rejected); comprehensive list of services and outcomes; recidivism rates for both discharged and served participants; detention and sanction activity; and complete offense history. The COPE program currently provides pre and post mental health assessments and diagnoses. The results of the assessments will be collected at baseline and discharge. Tracking of all COPE participants will continue up to one year post discharge to determine recidivism rates. Recidivism data for juvenile offenses will be available in TCJPD Caseworker system, and adult arrest data will be obtained from Travis County Sheriff's Office.

Federal funding through this grant will be used to supplement, not supplant, existing resources. Besides the current available resources, funding from this project will be used to purchase reporting software, platform and/or database enhancement or development, and creation and deployment of operational reports to support the data sharing initiative. The expenditure of these funds on such resources will allow for all data elements to be stored electronically and will contribute to the ability to perform more in-depth and exploratory analysis. These resources will also result in the ability to automatically distribute or provide on-demand operational reports to assist staff with decision-making during the intervention process. Once the data sharing and collection protocols are implemented, TCJPD anticipates the data management and research will be leveraged with existing funds, staff, and county resources. TCJPD will absorb portions of staffing costs for the program to continue service delivery.

Performance measures and other analysis will be performed by one of TCJPD Research Unit evaluators. This unit consists of three evaluators whose primary function is to provide standard and ad-hoc statistical reports and ensure the completeness and accuracy of all juvenile case data collected. The evaluators have considerable experience with databases of varying sizes and understand confidentiality requirements. These staff will be responsible for aggregating data for this program and will utilize statistical applications and quantitative and qualitative methods for generating descriptive measures, in-depth analysis, and forecasting.

Based on the results from the TCJPD Research Unit, the task force will examine the effects of the program's initiative by analyzing changes in the measures' outcomes over time. Performance measure results will be used to determine the best solution or adjustment for the operation of the program, collaboration process, and data collection/sharing protocol. Gaps identified via the analysis, or any other process, will be evaluated, and the needed resources will be addressed. The task force will also provide long-term support to ensure the success of this initiative for both the program and youth served.

Effectiveness of the program will be monitored regularly via standardized reports authored by the TCJPD Research Unit. For decision-making purposes during the intervention process, operational reports will be disseminated to individuals who staff cases as well as the program judge, juvenile probation officers, and CPS case workers. An automated protocol will be established upon identifying new cross-over cases or the change of status for pre-identified cross-over cases and will be disseminated to the COPE case worker manager and the designated CPS case worker manager. Additionally, an aggregated monthly report and an annual program evaluation will be given to the members of the task force, juvenile justice managers and executive team, and elected officials. These evaluations will aid in soliciting additional funding

for the program and will be used to define further development and refinement of the cross-over program.

Travis County Juvenile Probation department calculates a positive cost benefit analysis for the COPE expansion proposal. The program cost is \$249,984 for 45 youth; which is \$5,555 per youth in the program. Without the COPE expansion proposal, potential costs are \$899,100 for 45 youth; which is \$19,980 per youth sent to residential placement (Calculation is 45 youth times \$222 for intensive residential care times 90 days (three months)). The department would have to locate other funding sources (federal, state, or local funding) for these placement services. In addition, the COPE expansion program will allow youth to remain at home for treatment instead of being separated from their families in a residential placement facility.

The COPE expansion program will continue after the two year funding period from OJJDP.

The expansion program 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 Travis County Commissioners Court, Travis County will have the opportunity to consider investing county funds for the Juvenile Probation Officer staff position as well as other areas of the COPE expansion program

BUDGET AND BUDGET NARRATIVE WORKSHEET

BJA FY 10 Justice and Mental health Collaborative Program

Travis County COPE (Collaborative Opportunities for Positive Experiences) Expansion Project

A. Personnel			
Name/Position	Computation	Level of Effort	Cost
Juvenile Probation Officer Level III	1881.31 x 24 (pay periods) Year 1	100%	\$ 45,151
Juvenile Probation Officer Level III	1937.75 x 24 (pay periods) Year 2	100%	\$ 46,506
<i>The Juvenile Probation Officer will work with the Mental Health provider to coordinate services for the projected 45 youth with mental illness or co-occurring mental and substance abuse. Juvenile Probation officers will make home visits to administer the "Ohio Youth Problem Functioning and Satisfaction Scales" assessment to assist in the treatment case plan.</i>			
<i>disorders. Year 2 assumes a 3% COLA and 10 increase in hospitalization to meet with County Standards</i>			\$ 91,657

B. Fringe Benefits			
Name/Position	Annual Salary for the Positions	Fringe Benefits Component Rate -- Percentage of Salary	Cost of Fringe Benefits Component
Juvenile Probation Officer Level III (year 1)			
OASDI Contribution	\$ 45,151	6.2%	\$ 2,799
Hospitalization	\$629/month	0.0%	\$ 7,548
Life Insurance	\$7.25/month	0.0%	\$ 87
Retirement	\$ 45,151	11.4%	\$ 5,165
FICA medicare	\$ 45,151	1.5%	\$ 655
Workers Compensation (Law Enforcement Workers Compensation factor)	\$ 45,151	1.3%	\$ 606
Juvenile Probation Officer Level III (year 2)			
OASDI Contribution	\$ 46,506	6.2%	\$ 2,883
Hospitalization	\$691.92/month	0.0%	\$ 8,303
Life Insurance	\$7.25/month	0.0%	\$ 87
Retirement	\$ 46,506	11.4%	\$ 5,320
FICA Medicare	\$ 46,506	1.5%	\$ 674
Workers Compensation	\$ 46,506	1.3%	\$ 624
	Fringe Benefit rates are included to meet with County standards and are calculated based on salary and rates for these benefits.		
Total			\$34,753
Total Personal and Fringe Benefits			\$126,410

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C. Travel Costs				
Travel Purpose	Travel Location	Travel Item	Travel Item Rate	Travel Item Cost
BJA grantee orientation meeting.	Washington, DC.	Meals	\$34 a day @ 2 days for 4 staff	\$ 272
(Year 1)		Lodging	\$200 a day @ 2 days for 4 staff	\$ 1,600
		Airfare	\$375 a ticket for 4 staff	\$ 1,500
		Ground Transportation	1 cars @ \$33 a day for 2 days plus \$150 gas	\$ 216
BJA national sponsored meeting	Washington, DC.	Meals	\$34 a day @ 4 days for 4 staff	\$ 544
(Year 1)		Lodging	\$200 a day @ 4 days for 4 staff	\$ 3,200
		Airfare	\$375 a ticket for 4 staff	\$ 1,500
		Ground Transportation	1 cars @ \$33 a day for 4 days plus \$150 gas	\$ 282
BJA grantee orientation meeting.	Washington, DC.	Meals	\$34 a day @ 2 days for 4 staff	\$ 272
(Year 2)		Lodging	\$200 a day @ 2 days for 4 staff	\$ 1,600
		Airfare	\$375 a ticket for 4 staff	\$ 1,500
		Ground Transportation	1 cars @ \$33 a day for 2 days plus \$150 gas	\$ 216
BJA national sponsored meeting	Washington, DC.	Meals	\$34 a day @ 2 days for 4 staff	\$ 544
(Year 2)		Lodging	\$200 a day @ 2 days for 4 staff	\$ 3,200
		Airfare	\$375 a ticket for 4 staff	\$ 1,500
		Ground Transportation	1 cars @ \$33 a day for 2 days plus \$150 gas	\$ 282
<i>Travel is for the grant required trips to Washington DC.</i> <i>Trip 1: BJA sponsored orientation training for 4 staff for 2 days which will include two staff who are managing the grant, 1 criminal justice partner, and 1 mental health partner meetings and treatment plans</i> <i>Trip 2: BJA national sponsored meeting for 4 staff for 4 days.</i>				
			Total	\$ 18,228

D. Equipment Costs			
Equipment Costs	Item costs	number of units	Total Computer costs
Dell Laptops with docking stations	\$ 2,050	1	\$ 2,050
Microsoft Office License	\$ 315	1	\$ 315
<i>Computer and software requirements to schedule treatments, maintain grant required records and measures.</i>			
Total			\$ 2,365

E. Supplies		
Supplies	Computation	Cost
supply Items		
Office Supplies (Year 1)	(Pencils, paper, staplers, day to day operations, etc.) \$500 a year for 1 staff	\$ 500
Office Supplies (Year 2)	(Pencils, paper, staplers, day to day operations, etc.) \$500 a year for 1 staff	\$ 400
Cellular Air Time (Year 1)	1 staff @ \$53.33 a month x 12 months	\$ 640
Cellular Air Time (Year 2)	1 staff @ \$53.33 a month x 12 months	\$ 640
Bus Passes (Year 1)	Approximately 100 passes @ \$5.00 for year	\$ 500
Bus Passes (Year 2)	Approximately 100 passes @ \$5.00 for year	\$ 500
Incentive Vouchers (year 1)	Approximately \$20 per youth served x 250 vouchers.	\$ 5,000
Incentive Vouchers (year 2)	Approximately \$20 per youth served x 250 vouchers.	\$ 5,000
<i>Office supplies will be used for the daily operations of the program. This will include notebooks, folders, paper, toner, etc. Bus Passes are to assist Juveniles in transportation to various treatment sessions with collaborative partners, etc. Incentives will be given through the treatment plan to encourage success (Gift cards cost less than or equal to \$20 for movies, Best Buy, Target, etc.).</i>		
Total		\$13,180

F. Construction Costs		
Construction Costs	Computation	Cost
<i>There are no contraction cost associated with this budget.</i>		
Total		\$0

G. Consultants/Contracts		
Contract Agency/Organization	Contract Service	Contract Amount
Therapeutic Services for Individual, Family, and Group-Variou established providers (year 1)	This would allow for mental health therapy for individuals, family, and group	\$ 10,400
Therapeutic Services for Individual, Family, and Group-Variou established providers (year 2)	This would allow for mental health therapy for individuals, family, and group	\$ 10,400
Outside Vendor to assist in a Data collection process (Year 1 and Year 2)	Data Collection with collaborative partners	\$ 10,000
Data Cabling from Outside Contractor (Year 1)	Contract service to link the computers, faxes, etc for the Juvenile Probation officer	\$ 500
<p><i>Contracts will include Austin Psychological and Assessment Center and other providers which will be determined. Group Therapy would be \$80 a week for at least three youth for an eight week period. The groups will meet 2 times a month for a total cost per months of \$160 (\$80 a group x 2 weeks). The groups will meet for 11 months total cost is \$1,760 (\$160 x 11) and will serve a minimum of 18 youth in the program for year 1. Individual and family cost will be \$80 an hour and the program will have 9 hours a month to serve 2-3 youth/family a week for a total of \$720 (9 hours x \$80) a month or \$8,640 for 12 months (720 x 12) year 1; program would be for 12 weeks. Serving the same population in year two; total served for the two years would be 36 in group and 18 youth/family therapy.</i></p> <p><i>The grant proposal requires a 5% contribution for data support systems. Funding from this project will be used to purchase reporting software, platform and/or database enhancement or development, and creation and deployment of operational reports to support the data sharing initiative. The expenditure of these funds on such resources will allow for all data elements to be stored electronically and will contribute to the ability to perform more in-depth and exploratory analysis</i></p> <p><i>Cabling to link the computer, faxes, etc for the Juvenile Probation Officer. This charge is \$500 times 1 staff for \$500.</i></p>		
Total		\$ 31,300

H. Other Costs			
Other Costs	Item costs	number of units	Total other Costs
Meridian Phones with Caller ID Display	\$ 200	1	\$ 200
Key Board platform	\$ 330	1	\$ 330
"Space" 5 way ergonomic chair	\$ 269	1	\$ 269
Conference Table	\$ 339	1	\$ 339
Conference Table chairs	\$ 30	4	\$ 120
lateral file 2 drawer	\$ 429	1	\$ 429
1 person workstation	\$ 2,895	1	\$ 2,895
<i>The phone for one Juvenile Probation officer (JPO) to communicate with community partners, meetings, internal staff, etc. The furniture is for the JPO for daily operations, file grant documents and case files, etc.</i>			
			\$4,582

I. Indirect Costs			
Indirect Costs	Total Federal Budget	Indirect Cost Rate	Total indirect costs
Indirect Cost (Year 1)	\$ 100,613	2%	2,012
Indirect Cost (Year 2)	\$ 95,452	2%	1,909
<i>The indirect costs covers administrative expensive related to the program management which includes grant reporting requirements, financial reconciliation, etc. Travis County Juvenile Probation's actual indirect costs are 22.87 percent for grants.</i>			\$3,921

J. Non Federal Costs-Applicant Costs

A. Personnel			
Name/Position	Computation	Level of Effort	Cost
Juvenile Probation Officer Level III	774.54 x 24 (pay periods) Year 1	38%	\$ 18,589
Juvenile Probation Officer Level III	774.54 x 24 (pay periods) Year 2	38%	\$ 18,589
<p>This match is the salary of the County funded Juvenile Probation Officer dedicated to the grant. The total salary of this Officer is \$48,855 a year and 38% of this total is \$18,589 per year (\$18,589 divided by \$48,555 is 38.28%). The salary range for this position meets County standards.</p>			
Total			\$ 37,178

B. Benefits			
Name/Position	Salary for the Positions	Fringe Benefits	
		Component Rate – Percentage of Salary	Cost of Fringe Benefits Component
Juvenile Probation Officer Level III			
(Year 1)	\$ 18,589	6.2%	\$ 1,153
Hospitalization	\$629/month*.37	0.0%	\$ 2,793
Life Insurance	\$7.25/month*.37	0.0%	\$ 32
Retirement	\$ 18,589	11.4%	\$ 2,127
FICA Medicare	\$ 18,589	1.5%	\$ 270
Workers Compensation (Clerical Workers Compensation factor)	\$ 18,589	0.2%	\$ 36
Juvenile Probation Officer Level III			
(Year 2)	\$ 18,589	6.2%	\$ 1,153
Hospitalization	\$629/month*.37	0.0%	\$ 2,793
Life Insurance	\$7.25/month*.37	0.0%	\$ 32
Retirement	\$ 18,589	11.4%	\$ 2,127
FICA Medicare	\$ 18,589	1.5%	\$ 270
Workers Compensation (Clerical Workers Compensation factor)	\$ 18,589	0.2%	\$ 36
Total			\$ 12,820
This match is the benefits of the Juvenile Probation Officer position. Total benefits is \$17,057 per year and the department is taking approximately 37%-38% of this Hospitalization, Life Insurance, Retirement, FICA, and Workers Compensation per year as the match (\$6,410 divided by \$17,057 is 37.59%). Benefits are given to meet County standards.		Total Personal and Fringe Benefits \$ 49,998	

Budget Summary		
Budget Category	Amount	
A. Personnel	\$	91,657
B. Fringe Benefits	\$	34,753
C. Travel	\$	18,228
D. Equipment	\$	2,365
E. Supplies	\$	13,180
F. Construction	\$	-
G. Consultants/Contracts	\$	31,300
H. Other	\$	4,582
Total Direct Costs	\$	196,065
I. Indirect Costs	\$	3,921
FEDERAL PROJECT COSTS	\$	199,986
Federal Request	\$	199,986
Non-Federal Amount	\$	49,998
Total Project Costs	\$	249,984

COPE Mental Health Court Project Time Line

Month	Project Goal	Related Objective	Activity	Expected Completion Date	Person Responsible
Oct.-Dec. 2010	Reduce recidivism of the cross-over youth that have a mental health diagnosis and are involved with TCJPD and CPS.	Divert youth from juvenile justice system and further engagement in the CPS system of care.	<ul style="list-style-type: none"> • Travis County Commissioner Court's agenda to accept grant award • Load Budget Details in Travis County Financial Software System • Hire a Juvenile Probation Officer III • Identify the mental health authority (ATCIC) liaison and CPS Case Worker • Discuss and approve the proposed roles and responsibilities of TCJPD, ATCIC and CPS, to include supervision and case management. 	December 2010	Commissioners Court County Auditors' Office Director of Special Services/Gail Penney-Chapmond and COPE Case Work Manager/Linda Duke
Oct.- Dec. 2010	Expand the COPE Mental Health Court diversion program to serve cross-over youth.	Include community partners in the planning of the expansion, to include ATCIC, CPS, law enforcements, school resource officers, school representatives, educational and developmental disability advocates and graduated family that would form a systematic collaboration.	<ul style="list-style-type: none"> • Discuss protocols for intra-agency data collecting and discuss goals and objectives. • Review grant requirements and outcome measures for the next two years. • Identify gaps and troubleshoot any issues. • Discuss referral process • List other community stakeholders and develop an agenda for the Advisory Council. 	December 2010	COPE Case Work Manager/Linda Duke and Special Services Director/Gail Penney-Chapmond Research Unit/Lisa Eichelberger

COPE Mental Health Court Project Time Line

Nov.2010 to Jan. 2011	Expand the number of juvenile justice collaborations to include partners that are involved in the dual systems.	<p>Establish protocols for points of earlier intervention through TCJPD Intake Unit, CPS Hotline and School resource officers (SRO)</p> <p>Plan a meeting with community partners to develop early identification of the cross-over youth.</p>	<ul style="list-style-type: none"> • Develop a systematic approach to early identification, points of intervention and review the "Practice Model" and provide information from the meeting with ATCIC and CPS. • Identify any other gaps in this expansion. • Schedule additional Advisory meetings • Brainstorm and develop training topics in addition to training for the expansion process. 	On-going	COPE Case Work Manager/Linda Duke and Special Services Director/Gail Penney-Chapmond
Jan. 2011	Increase the number of trained criminal justice, school and law enforcement personnel.	Schedule trainings through the NAMI, AISD and ATCIC, to all community stakeholders to address cross-over youth with a mental health diagnosis.	<ul style="list-style-type: none"> • Meet with NAMI, AISD, ATCIC and develop the training topics. • Identify agency staff to attend training. • Establish date and times for each training and location of training. • Include topics and suggestions from the community partners meeting. 	On-going	COPE Case Work Manager/Linda Duke and Special Services Director/Gail Penney-Chapmond
March 2011- Sept. 2012	Develop a data shared system with the collaborative agencies.	Establish a task force with Judge, TCJPD, ATCIC, CPS, D.A., JPD, Research and IT staff from collaborating agencies.	<ul style="list-style-type: none"> • Address gaps in services and data collection. • Define data needs • Define data sharing procedures and protocols. • Track cross-over youth using combined data system 	On-going	TCJPD Research Dept./Lisa Eichelberger, COPE-CWM/Linda Duke, Special Services Director/Gail Penney-Chapmond, Deputy Chief/Barbara Swift COPE Judge/Judge John Hathaway



March 16, 2010

Office of the Justice Programs Grants Review
Bureau of Justice Assistance
810 Seventh Street, N.W.
Fourth Floor
Washington, DC 20531

Re: Justice and Mental Health Collaboration Program – FY 2010

Dear Sir/Madam:

As the local Mental Health Authority for Travis County, Austin Travis County Integral Care (ATCIC) is pleased to support the Travis County Juvenile Probation Department's (TCJPD) application for grant funding from the Office of Justice Programs Bureau of Justice Assistance, to support the expansion efforts of the Collaborative Opportunities for Positive Experience (COPE) court seeking the youth with dual involvement with TCJPD and the Texas Department of Family and Protective Services (CPD). With a strong focus on youth with mental health challenges who are served through the TCJPD's Deferred Prosecution Program (DPU), COPE has indeed provided the specialized docket needed to ensure that the unique mental health needs of each participant youth are met through effective linkages to evidenced-based mental health services provided by the ATCIC.

A member and strong partner of the Child and Youth Mental Health Planning Partnership and the Children's Partnership, the local Systems of Care Initiative, TCJPD is well poised to further advance and expand the work to meet the needs of the cross-over youth and their families by collaborating with CPS. Through the provision of care coordination services using the Wraparound model, participant youth and their families will be able to further build on their strengths and natural supports which will result in continued improved outcomes, such as improved functioning, reduction in juvenile justice, CPS involvement and improved school behaviors.

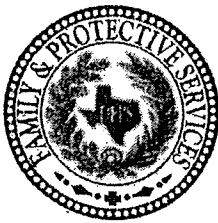
We look forward to continued collaboration and coordination of ATCIC's mental health services with the COPE program to meet the complex needs of the "cross-over" youth.

Sincerely,

A handwritten signature in black ink, appearing to read "David Evans".

David Evans
Executive Director

Handwritten initials in black ink, possibly "JP".



TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
Anne Heiligenstein

March 15, 2010

Re: Justice and Mental Health Collaboration Program – FY 2010

Dear Sir/Madam:

The Texas Department of Family and Protective Services (DFPS) Children Protective Services (CPS) is honored to support and partner with Travis County Juvenile Probation Department (TCJPD) application for grant funding from the Office of Justice Programs Bureau of Justice Assistance to support the expansion efforts of the collaborative opportunities for Positive Experiences (COPE) Mental Health Court serving youth with dual involvement with TCJPD and the CPS with mental health diagnosis.

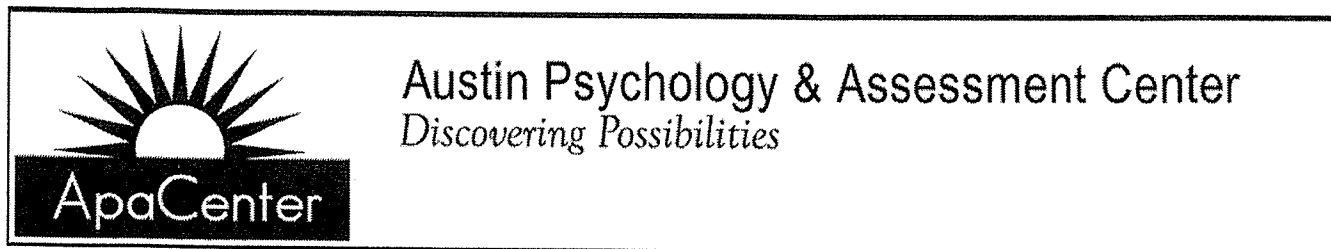
CPS agrees to provide staff to work jointly as a team to provide necessary services required by the court, share assessments and pertinent information. The team will coordinate services necessary to address the youth and families needs. The COPE Mental Health Court and the CPS staff will meet on a regular basis to provide consistent communication and progress of the youth and families.

We look forward to collaboration and coordination of services to the cross-over youth and their families.

Sincerely,

A handwritten signature in cursive script that reads "Shelia F. Brown".

Shelia F. Brown, MA, MSSW-LMSW-LCDC
DFPS Regional Director
Region 7
14000 Summit
Austin, Texas 78725



March 11, 2010

Dear Chief Medina,

This is a letter of support from the Austin Psychology & Assessment Center (or ApaCenter) to provide psychological services to youths and families who are involved in a dual jurisdiction between Travis County Juvenile Probation Department and the Texas Department of Family and Protective Services. We support the Collaborative Opportunities for Positive Experiences (COPE) Mental Health Program and the grant they are submitting for the Justice and Mental Health Collaboration Program through the Bureau of Justice Assistance. More specifically, we propose to serve youths and families within the COPE Mental Health Court.

The ApaCenter is a group of Licensed Psychologists, many of whom are also Licensed Specialists in School Psychology (LSSPs), as well as other practitioners and doctoral level interns. We provide therapy, assessment, consultation, and educational services to a wide variety of clients. Philosophically, we are client-centered and employ a range of empirically-supported and outcome-informed practices to help our clients achieve their goals and obtain positive treatment outcomes.

ApaCenter professionals have extensive training in working with children, adolescents, and families from a variety of backgrounds (i.e., different ethnicities and socioeconomic levels) who are experiencing a wide range of problems including, but not limited to: substance abuse, conduct disorders, ADD/ADHD, depression, anxiety, trauma, autism spectrum disorders, and learning/cognitive disorders.

The ApaCenter psychologists and doctoral interns are highly qualified to contribute to the improvement of COPE clients. All ApaCenter professionals who provide services to COPE participants who have dual needs will have backgrounds in working with adolescents, families, substance abusers, and victims of trauma/abuse.

ApaCenter professionals will provide psychological services to dual jurisdiction youths and families for the purposes of:

1. Improving their functioning across major life domains (e.g., social, familial, and educational).
2. Diverting these youth and families from greater involvement in the juvenile justice and CPS systems.
3. Reducing their suffering and distress.
4. Helping clients to achieve individual goals that they specify.
5. Foster the development of their adaptive coping skills to successfully manage life's many challenges.
6. Enhance their happiness and well-being.

6012 W. William Cannon, B-103
Austin, TX 78749

Tel: (512) 891-1500
Fax: (512) 857-7679

Email: info@ApaCenter.com
Web: www.ApaCenter.com

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Our professionals at the ApaCenter will provide individual, family, and/or group therapy to achieve the goals described in the above section. The specific types and modalities of psychological service are determined by the particular needs of the identified youth. We will partner and communicate with other members of treatment team to help youth and their families achieve positive treatment outcomes.

A fairly unique aspect of our therapy services that we believe will enhance the treatment outcomes of our COPE clients is the employment of a client centered/outcome informed approach. More specifically, our professionals will consistently gather information on therapy progress using the Outcome Rating Scale (ORS) and the Session Rating Scale (SRS). Both are visual analogue scales that have solid reliability and validity to support their effectiveness in practice settings (e.g., *Clinical Psychologist*, 13(1), March 2009). A wealth of research supports that the use of these instruments in therapy (1) Reduces dropout rates, (2) Strengthens the therapeutic alliance, and (3) Improves therapy outcomes.

We hope that the ApaCenter and Travis County Juvenile Probation COPE Mental Health Court will partner to provide high-quality interventions to youth and their families who have dual jurisdiction needs. We realize that the delivery of effective services can significantly improve the future of these youths and their families, a goal that we all share.

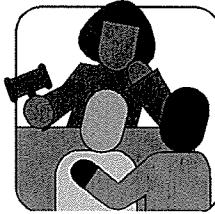
Sincerely,



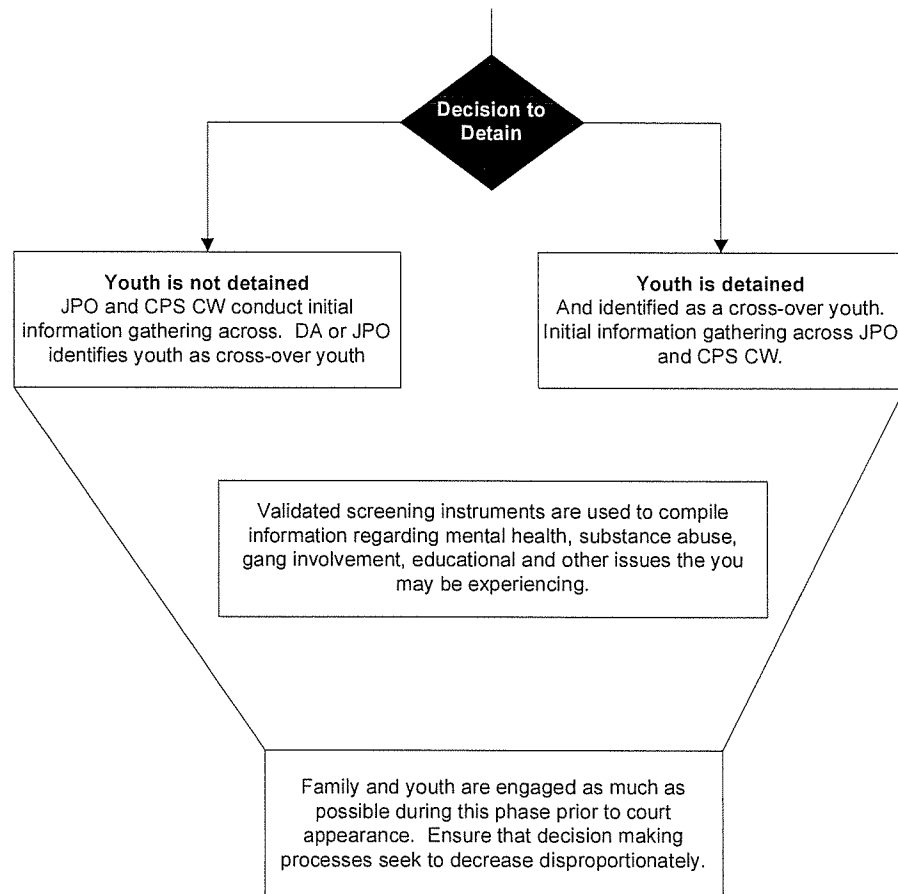
Mike Brooks, Ph.D., LSSP
Licensed Psychologist
Licensed Specialist in School Psychology
Director, ApaCenter

CROSS-OVER YOUTH PRACTICE MODEL

PHASE 1: Practice Area 1 Arrest, Identification and Detention



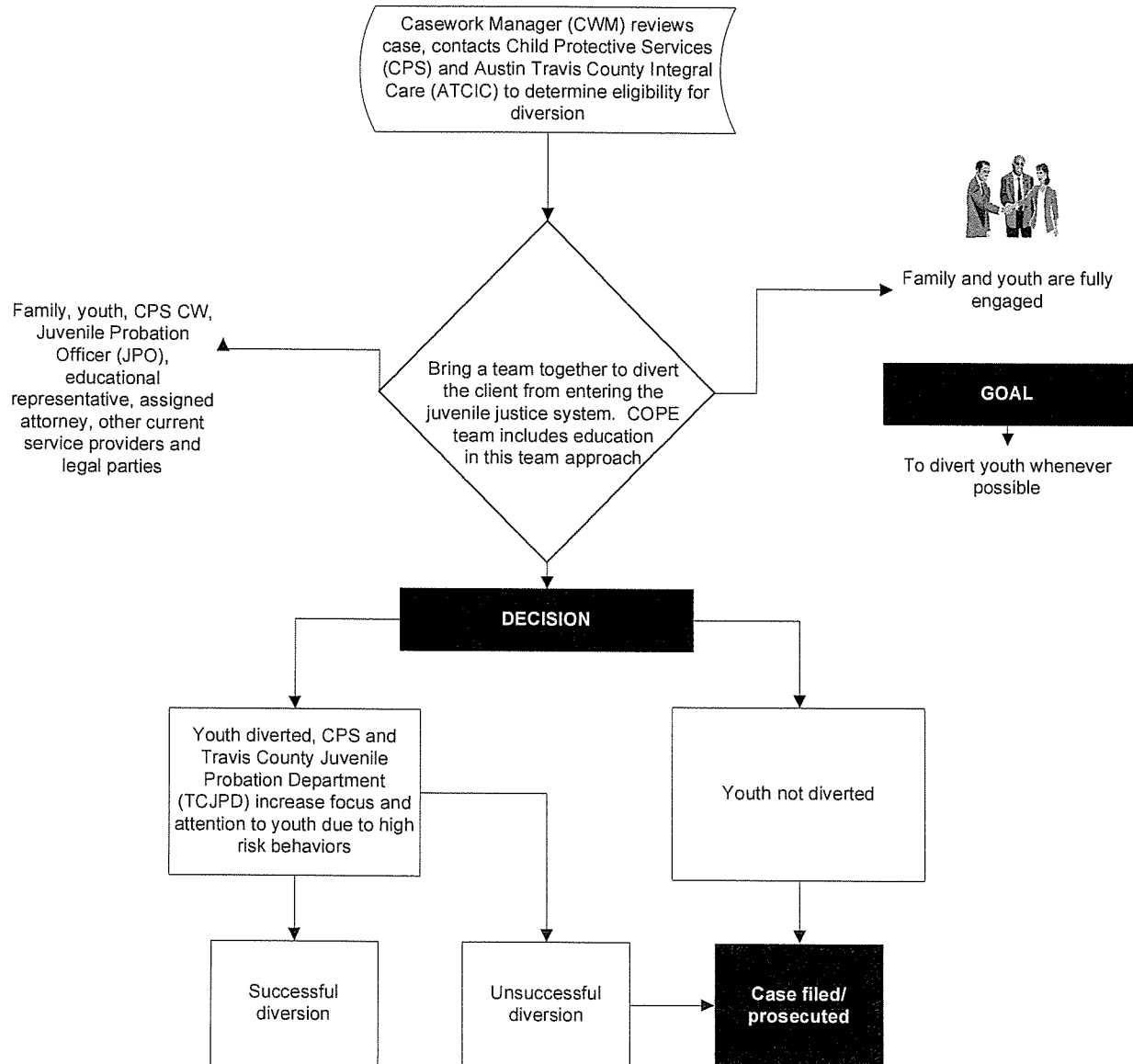
Youth is arrested or there is some interaction with the juvenile justice system or criminal justice system



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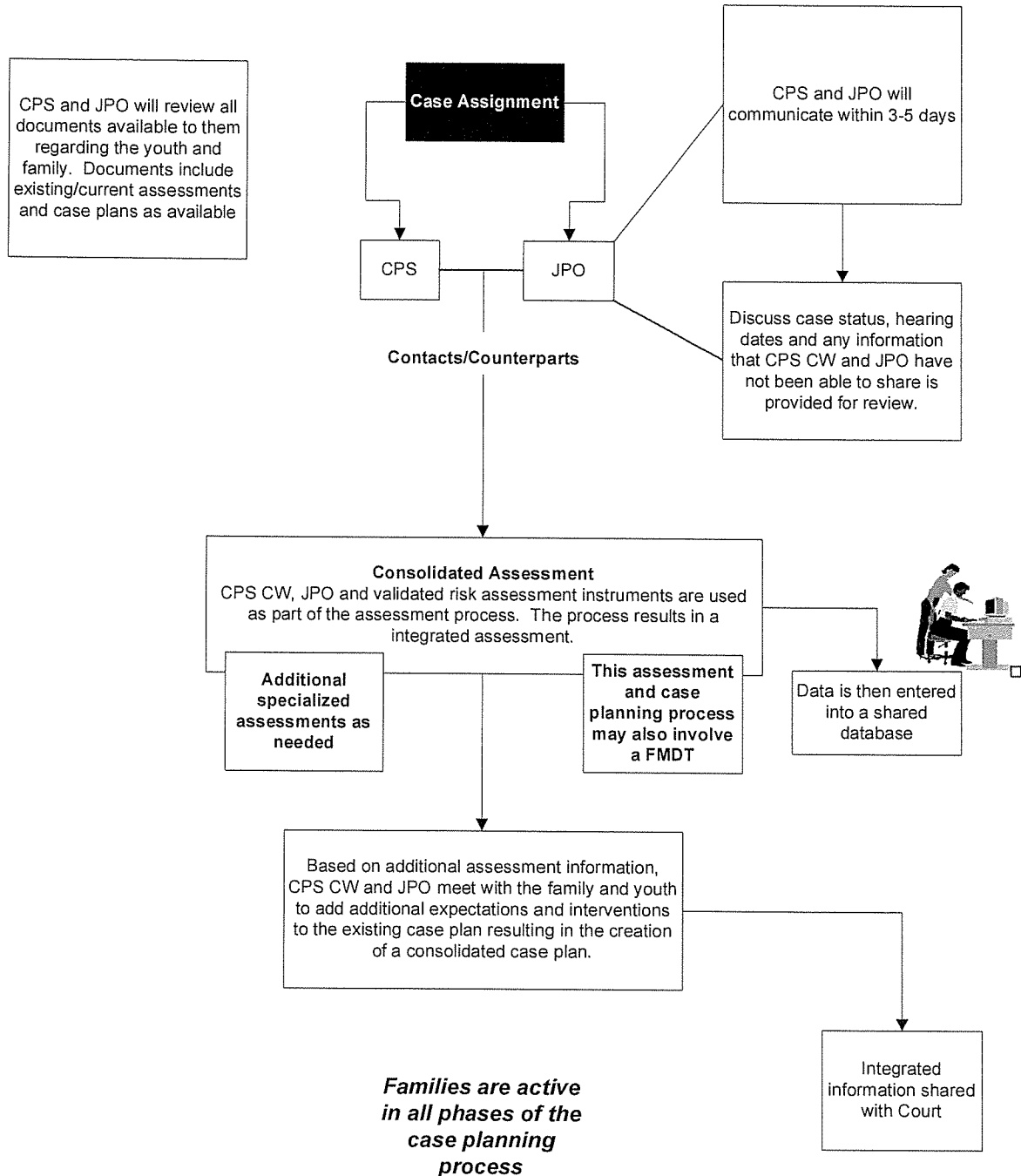
CROSS-OVER YOUTH PRACTICE MODEL

PHASE 1 Practice Area 2 Decision Making Regarding Charges



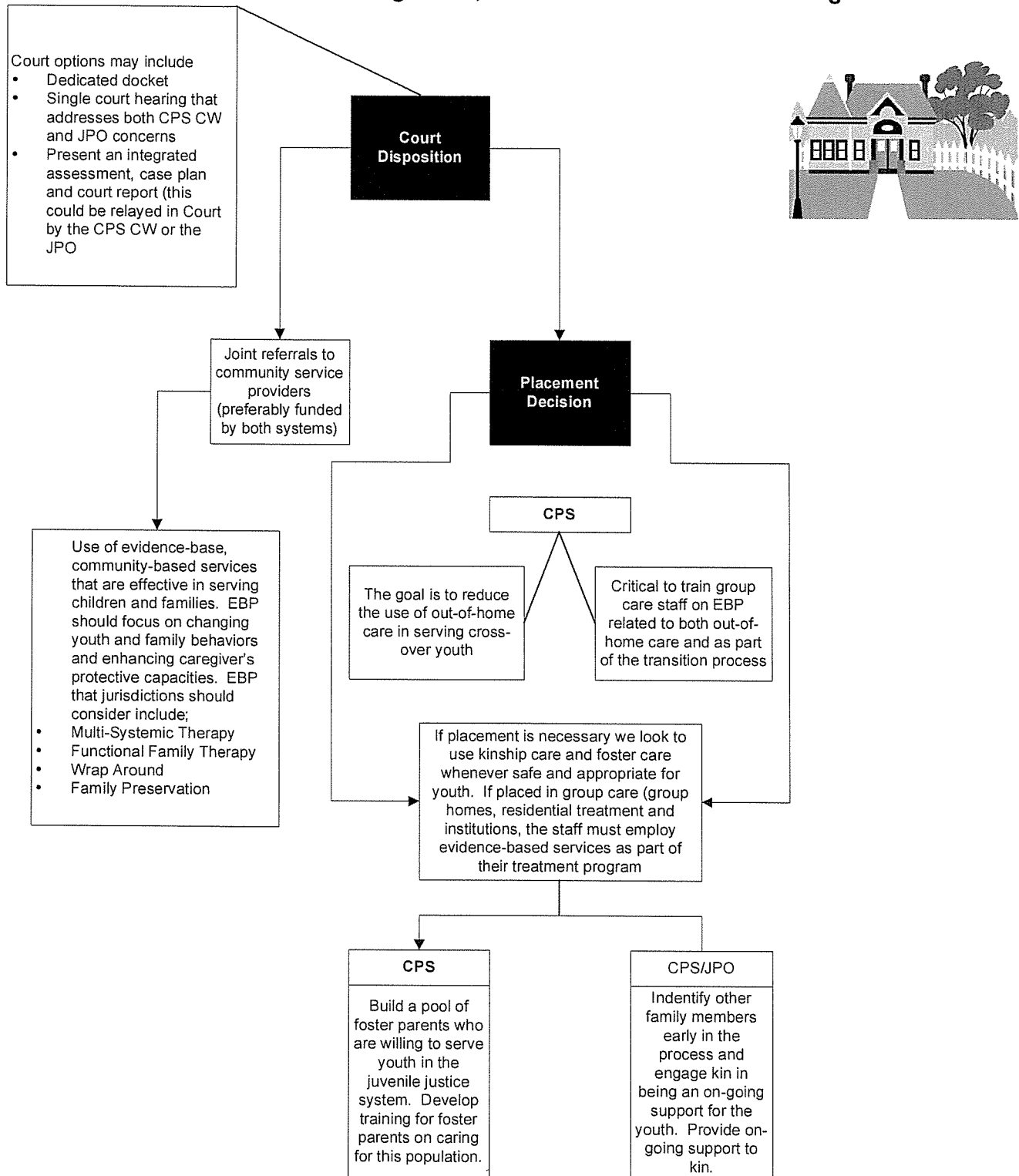
CROSS-OVER YOUTH PRACTICE MODEL

PHASE 2: Practice Area 3 Case Assignment, Assessment and Case Planning



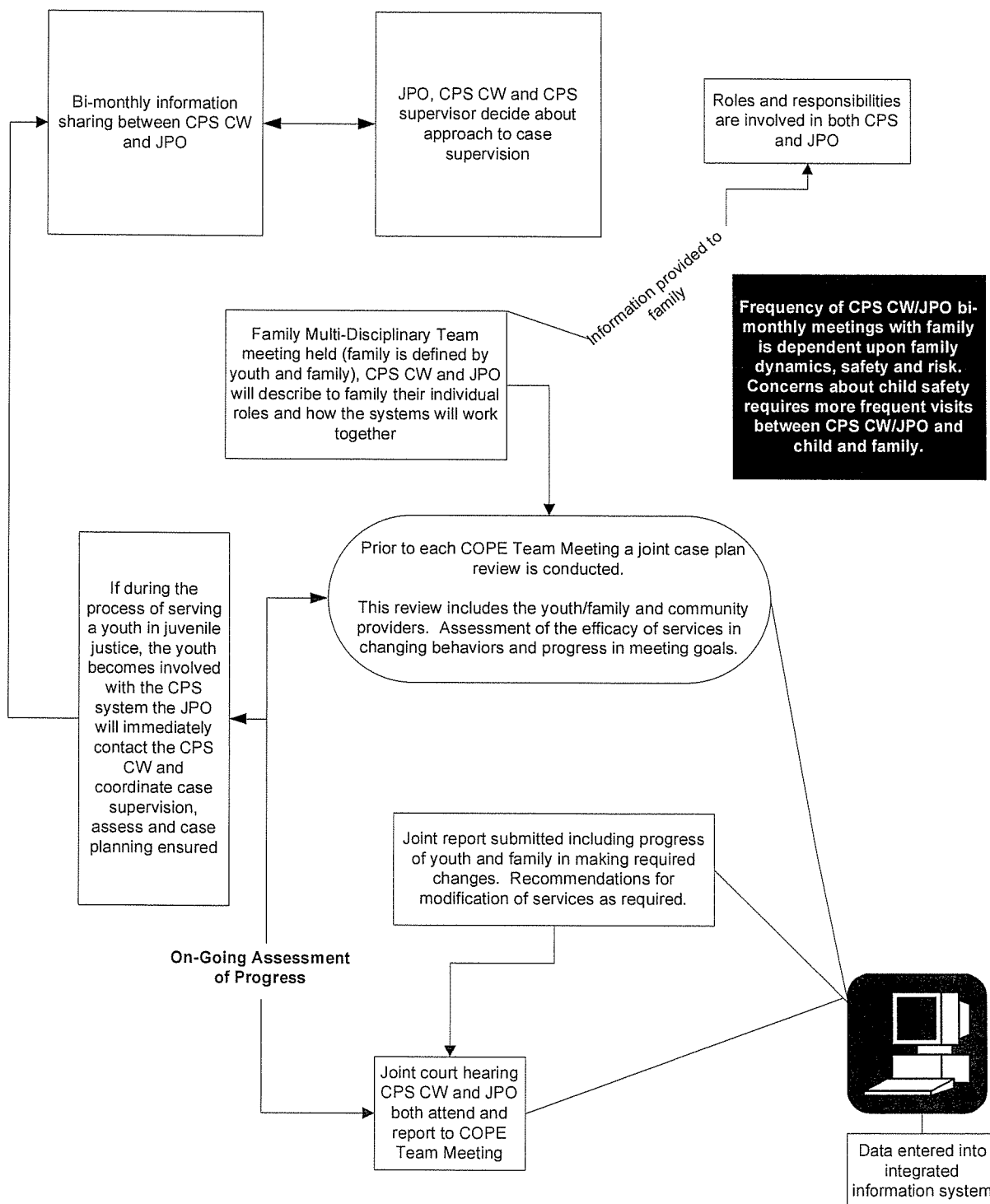
CROSS-OVER YOUTH PRACTICE MODEL

PHASE 2: Practice Area 3 (continued) Case Assignment, Assessment and Case Planning



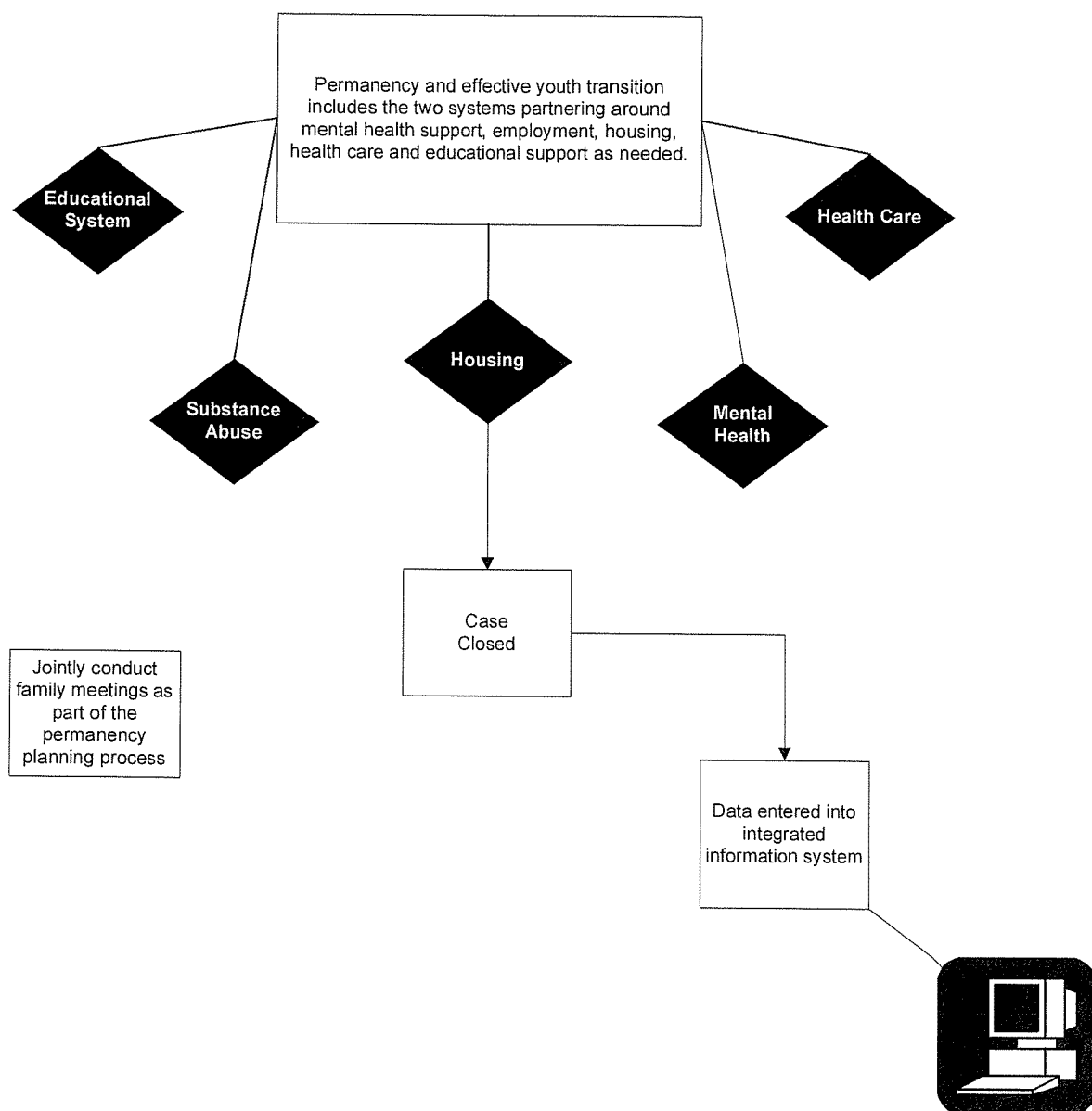
CROSS-OVER YOUTH PRACTICE MODEL

PHASE 3: Practice Area 4 Coordinated Case Supervision and On-Going Assessment



CROSS-OVER YOUTH PRACTICE MODEL

PHASE 3: Practice Area 5 Planning for Youth Permanency, Transition and Case Closure



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
Contact Person/Title:	Michael Williams, Grant Coordinator
Phone Number:	854-7011

Grant Title:	Leadership Academy Dual Diagnosis Unit - Residential Substance Abuse Treatment Program		
Grant Period:	From:	10/01/2010	To: 9/30/2011
Grantor:	Office of the Governor (OOG), 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 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:	\$55,479		0	47,512		\$102,991
Operating:	\$87,056		0	0		\$87,056
Capital Equipment:			0	0		
Indirect Costs:	0	0	0	0		0
Total:	\$142,535		\$0	47,512	\$0	\$190,047
FTEs:	1			.82		1.82

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
Applicable Depart. Measures		12/31/10	3/31/11	6/31/11	9/30/11	
Total number of juveniles served	120	n/a	n/a	n/a	n/a	120
Total number of juveniles discharged	60	n/a	n/a	n/a	n/a	60
Percentage of juveniles successfully completing the program	80%	n/a	n/a	n/a	n/a	80%
Measures For Grant						
Drug Free Success Rate	68	N/A	N/A	N/A	N/A	68
Outcome Impact Description	Determined by the number of participants entering the RSAT program and the number offenders who have completed the program and remained drug free throughout the duration of program.					

Total number of treatment beds supported by non-grant funds, but enhanced with grant funded services.	74	N/A	N/A	N/A	N/A	74
Outcome Impact Description	The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc.					
Number of existing beds previously supported by grant funds to continue to receive grant support	34	N/A	N/A	N/A	N/A	34
Outcome Impact Description	Current RSAT program supports 34 beds and the additional dollars will allow the department to serve more youth.					
Number of residential treatment days for offenders	365	N/A	N/A	N/A	N/A	365
Outcome Impact Description	Treatment is available for youth in the Leadership academy on a daily basis.					
Number of Days of Aftercare	0	N/A	N/A	N/A	N/A	30
Outcome Impact Description	Aftercare treatment to assist youth in successful re-entry the community.					

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of the Leadership Academy Dual Diagnosis - Residential Substance Abuse Treatment Program Grant contract funded through the Office of the Governor, Criminal Justice Division. This grant provides \$142,535 in funding for a one-full time counselor and substance abuse and/or mental health contracted services for juveniles receiving treatment at the Dual Diagnosis Unit at the Intermediate Sanctions Center. This is the continuation of an existing grant program.

The grant match is funded through by using a portion of the salaries of existing staff funded by the General Fund. No additional General Fund resources are required and the grant does not require any long term commitment.

PBO recommends approval of this request.

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?

Juvenile Probation Residential Service Division is requesting approval to submit a continuation application for funding through the Criminal Justice Division-Residential Substance Abuse Treatment Fund. Residential Services is seeking funding in the amount of \$142,535 to continue services provided to juveniles determined to have co-occurring mental health and substance

abuse issues. The match of \$47,512 is internally funded through a portion of two additional counselor positions.

The goal of program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and contractual substance abuse provider and/or mental health services.

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

N/A. There are no long term County commitments.

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.

A 25 percent match (\$47,512) has been calculated. The positions indicated by the match will work directly with the Substance Abuse Units and/or provide Drug/Alcohol Education Groups; the .82 represents a portion of salaries for both chemical dependency counselors

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 program will not discontinue upon discontinuance of the grant. The Department intends to request subsequent year continuation funding through proposals submitted to the Federal and State government, as well as private foundations. Only after all other resources are exhausted will the County be given the opportunity to consider investment in the proposed program as well as other areas of the Residential Division of the Juvenile Probation Department.

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

N/A. This is not a new 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.

It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to educational deficiencies, substance abuse problems compounded with mental health concerns, and/or lack of social/life

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skills. The ability to demonstrate success with this population is contingent up the services, treatment, and, activities available to these youth.

The 2009-10 Community Plan funding priority matrix, submitted by the Capital Area Planning Council of Governments (CAPCOG), identifies Mental Health Services as a priority for funding in relation to Juvenile Justice and Delinquency Prevention. It notes that 36% of youth entering TYC were chemically dependent. Substantive resources are required to counter the predictability of juvenile and young adult offenders becoming further entrenched in the criminal justice system.

Successful re-entry into our community is in alignment with TCJPD's mission of public safety, while effectively addressing the needs of juveniles, families, and victims of crime. We intend to reach youth at risk of remaining chemically dependent and who may have co-occurring disorders. Providing residential substance abuse services and other ancillary services will empower these youth to begin a life as law-abiding, productive citizens.



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: *Michael Williams*
Michael Williams
Financial Analyst, Sr.

SUBJECT: FY11 Residential Substance Abuse Treatment (RSAT) Program Grant Application

DATE: March²⁵, 2010

Juvenile Probation Residential Service Division is requesting approval to submit a continuation application for funding as a federal pass through from the Criminal Justice Division-Residential Substance Abuse Treatment Fund. Residential Services is seeking funding in the amount of \$142,535 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The match of \$47,512 is internally funded through a portion of two additional counselor positions.

The goal of program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 3 laptops for the residential units, 1 full-time Counselor, UA kits, and contractual substance abuse provider and/or mental health services.

Please review this item and place it on the **April 6th (Due to CJD April 9th)** Commissioner's Court agenda for their consideration and signature. Please contact Michael Williams at 4-7011 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney
Nisha Sharma, Financial Analyst, County Auditor
Darryl Beatty, Deputy Chief
Laura Rodriguez, Division Director
Ena Brent, Project Coordinator
Sylvia Mendoza, Division Director, Financial Services
Alan Miller, Financial Analyst
Grant File

THE STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION

WHEREAS, The County Commissioners of Travis County, Texas finds it in the best interest of the citizens of Travis County, that The Leadership Academy (Dual Diagnosis Unit) be operated; and

WHEREAS, County Commissioners of Travis County agrees to provide applicable matching funds for the said project as required by the Governor's Office Criminal Justice Division Residential Substance Abuse Treatment grant application; and

WHEREAS, County Commissioners of Travis County agrees that in the event of loss or misuse of the Criminal Justice Division funds County Commissioners of Travis County assures that the 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 County Commissioners of Travis County approves submission of the grant application for The Leadership Academy (Dual Diagnosis Unit) to the Office of the Governor, Criminal Justice Division.

Signed by: _____
SAMUEL T. BISCOE, County Judge

Passed and Approved this 6th of April, 2010

Grant Application Number: 18122-06

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Agency Name: Travis County

Grant/App: 1812206 **Start Date:** 10/1/2010 **End Date:** 9/30/2011

Project Title: Leadership Academy (Dual Diagnosis Unit)

Status: Application Pending Submission

Eligibility Information

Introduction

The Office of the Governor (OOG) 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, OOG 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 OOG, applicants must submit their applications according to the requirements provided in the **RFA**. OOG 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 OOG 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 OOG. The receipt of an application for grant funding by OOG does not obligate OOG 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 OOG in any way to make any additional, supplemental, continuation, or other award with respect to any approved project or portion thereof. OOG 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

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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

OOG 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 OOG 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:
17460001922021

Application Eligibility Certify:
Created on:3/26/2010 2:34:29 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. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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 OOG 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

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Applicant Agency Name: Travis County

Project Title: Leadership Academy (Dual Diagnosis Unit)

Division or Unit to Administer the Project: Juvenile Probation Department/ Residential Services Division

Address Line 1: 2515 South Congress Avenue

Address Line 2:

City/State/Zip: Austin Texas 78704

Payment Address Line 1: PO Box 1748

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78767-1748

Start Date: 10/1/2010

End Date: 9/30/2011

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:

102

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. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Financial Management Tools

In order to receive payments from OOG, download, complete and email the following forms to the Office of the Governor, Financial Services Division ([FSD](#)). Or, you may fax completed forms to (512) 463-4114.


Note: As of March 1, 2010, these forms will no longer be accepted in hard copy format.
Texas Application for Payee Identification Number Form in [PDF](#) - 12/08/2009

* ***updated*** Texas Direct Deposit/Advance Payment Form in [MS Excel](#) or [PDF](#) - 03/04/2010

IRS W-9 Form in [PDF](#) - 12/08/2009

Getting Started

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Organization Type: County

Organization Option: applying to operate a secure correctional facility

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922021

Data Universal Numbering System (DUNS): 030908842

Payment Address Line 1: PO 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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Primary Mission and Purpose

The purpose of the Residential Substance Abuse Treatment (RSAT) Program for State Prisoners is to develop and implement substance abuse treatment projects within state and local correctional facilities, including jails.

Funding Levels

The anticipated funding levels for the RSAT program are as follows:

- Minimum Award - None
- Maximum Award - None
- The RSAT program requires a grantee match of at least 25% 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.*

Program Requirements

Preferences – Preference will be given to applicants who demonstrate cost effective programs focused on a comprehensive and effective approach to services.

Aftercare – Applicants are required to provide aftercare services. Aftercare programs coordinate service provisions between the correctional treatment program and other human service and rehabilitation programs such as education and job training, parole supervision, halfway houses, and self-help or peer group projects that may aid in rehabilitation.

Note: *Although aftercare is required to receive funding, aftercare services are not reimbursable with RSAT grant funds.*

Briefly describe the aftercare program, including the length of time services will be provided.

In response to an increase in the number of juveniles presenting with co-occurring disorders, Residential Services implemented a program which provides substance abuse treatment and mental health therapy. Pre-release and aftercare plans are developed by TCJPD staff; wraparound services are provided through an array of community partners under supervision of TCJPD staff. Juveniles are linked to and monitored by the TCJPD Juvenile Drug Treatment Court.

Priority Participants – Give priority to offenders who have six to twelve months remaining in their term of confinement so that they may be released from jail or prison instead of returning to the general jail or prison population after completing the treatment program.

Funding Use – RSAT funds may be used for treatment services only.

Room and Board – Provide housing, meals, snacks, clothing, transportation, dental care, and routine medical treatment for offenders in the program. *Though required, these services are not reimbursable with RSAT grant funds.*

Treatment of Parolees – If serving parolees, no more than ten percent of the award amount can be expended for treatment of parolees. Services to parolees are limited to a time period not to exceed more than one year after release from a state correctional facility.

Research – Projects must deliver services using modalities that are science-based and proven effective.

Focus – Focus on the substance abuse problems of the inmate using cognitive, behavioral, social, vocational, and other skills to resolve the substance abuse and related problems.

Treatment Plan – Develop an individualized treatment plan for each offender when the offender enters the residential treatment program. Corrections treatment projects and state or local substance abuse treatment projects must work together to place participants in appropriate aftercare programs when the

individuals complete the residential phase of the program.

Drug Testing – Perform urinalysis or other proven reliable method of drug and alcohol testing for program participants and former participants while they remain in the custody of the state or local government.

Describe the **drug testing policy for offenders** in your facility, including the method used for testing and the frequency of testing for participants.

Enter the drug testing policy for offenders:

Program participants who step down to Day Treatment, Intensive Outpatient, or Drug Court are to be drug tested at least once per week. Those who are released into the community must submit to drug testing when they return to participate in regularly scheduled activities. If the urinalysis comes back positive, the juvenile is disqualified from participating in these activities.

Are employees subject to drug testing?

Select the appropriate response:

☒ Yes

☐ No

If you selected **Yes** above, briefly describe the policies related to the testing of employees.

Enter the employee testing policy:

TCJPD conducts employee drug testing in accordance with the U.S. Department of Transportation requirements. An employee may be asked to submit a urine, blood, or breath analysis when probable cause exists to believe that an employee who is on duty is under the influence of an illegal substance or alcohol or shows impaired job performance by use of illegal substances and/or alcohol.

Juvenile Projects – All juvenile projects are required to comply with the Juvenile Justice and Delinquency Prevention Act of 2002 (*Public Law 107-273, 42 U.S.C. 5601 et seq., as amended*). Applicants that operate secure juvenile detention or correctional facilities that are not in compliance are **not eligible** for funding unless they have submitted an acceptable plan and timetable for eliminating the non-compliance to CJD.

If the project is operated in State or Local Secure Correctional and Detention facilities the following requirements apply:

Treatment Period – Not less than six months or more than 12 months.

Separation – Provide treatment in residential facilities that are set apart from the general correctional population in a completely separate facility or a dedicated housing unit within a facility for the exclusive use by project participants.

If the project is operated in Local Jail facilities the following requirements apply:

Treatment Period – Not less than three months.

Separation – Make every effort to separate the treatment population from the general correctional population.

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 [(999) 999-9999]:

5128549165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Residential Substance Abuse Treatment Program Solicitation.

☒ **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:

Youth in the juvenile justice system who are assessed as needing residential substance abuse treatment services are at risk of running away from unsecured community-based facilities, resulting in unauthorized departures, additional violations, and possible referral to the Texas Youth Commission. Travis County Juvenile Probation Department, the only secured residential substance abuse treatment facility in Travis County, needs adequate resources to respond to the large number of youth being referred to the Department's secured residential substance abuse treatment facility. Further, youth referred to the Department are presenting an increased need for comprehensive substance abuse treatment services that promote successful re-integration into the community. These youth are at risk for remaining in the juvenile justice system and graduating into the adult criminal justice system as they tend to lack skills needed to promote crime-free productive lifestyles. It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to substance abuse problems compounded with mental health concerns, educational deficiencies, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent upon the services, treatment, and, activities available to these youth.

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:

There is limited access to adequate substance abuse treatment in a secure residential setting. Currently in Travis County, the Juvenile Probation Department is the only secured residential substance abuse placement facility in the County and lacks resources needed to respond to the large number of youth presenting with substance abuse concerns. Travis County Juvenile Probation Department's (TCJPD) statistics indicate that 4,953 of the 5,789 juveniles referred to TCJPD in FY 2008 were screened for substance abuse issues. Lack of resources currently limits TCJPD's capacity to provide secure residential substance abuse treatment placement to only 24 juveniles at any given time. Out of youth referred to the department's secured residential facility, over 50% served were determined to have coexisting substance abuse and mental health concerns, presenting the need for services that address co-occurring issues. Further, youth placed in the Department's secured residential substance abuse treatment facility are faced with several barriers that prohibit successful re-integration into their community. Research states that youth who have late, fewer, or inadequate educational opportunities are at greater risk for behaviors that can result in unsuccessful re-entry into the community. Department data reveals that over 80% of the youth referred to the department's secured residential facility are presenting with educational deficiencies and have reading levels well below that of their grade level. In addition to being faced with educational deficiencies, 100% of the youth referred to the department's secured residential facility have been assessed as being in need of services to assist them in coping with emotional, social, and behavioral problems.

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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 Juvenile Probation Department participates in the annual local community planning process. In the FY 09-10 Travis County Community Plan, the Funding Priority Matrix for Juvenile Justice Delinquency Prevention indicates in Priority #3 that 36% of youth entering TYC are chemically dependent. Furthermore, 38% had mental impairments.

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 goal of the program is to provide safe, secure, effective, and individualized substance abuse treatment, while equipping juveniles with skills needed to promote successful re-integration into the community.

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. The project is on schedule in accomplishing the stated objectives.

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:

Travis County Juvenile Probation Department, the only secured residential substance abuse treatment facility in Travis County, needs adequate resources to respond to the large number of youth being referred to the Department's secured residential substance abuse treatment facility. Further, youth being referred to the Department are in need of comprehensive substance abuse treatment services that promote successful re-integration into the community. Travis County Juvenile Probation Department's (TCJPD) statistics indicate that 4,953 of the 5,789 juveniles referred to TCJPD in FY 2008 were screened for substance abuse issues. Lack of resources currently limits TCJPD's capacity to provide secure residential substance abuse treatment placement to only 24 juveniles at any given time. Out of youth referred to the department's secured residential facility, over 50% served were determined to have coexisting substance abuse and mental health concerns, presenting the need for services that address co-occurring issues. Further, youth placed in the Department's secured residential substance abuse treatment facility are being faced with several barriers that prohibit successful re-integration into their community. Research states that youth who have late, fewer, or inadequate educational opportunities are at greater risk for behaviors that can result in unsuccessful re-entry into the community. Department data reveals that over 80% of the youth referred to the department's secured residential facility are presenting with educational deficiencies and have reading levels well below that of their grade level. In addition to being faced with

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educational deficiencies, 100% of the youth referred to the department's secured residential facility have been assessed as being in need of services to assist them in coping with emotional, social, and behavioral problems. The goal of the proposed program is to provide safe, secure, effective, and individualized substance abuse treatment, while equipping juveniles with skills needed to promote successful re-integration into the community. Program activities will target adjudicated youth of Travis County, ages 13 through 16, assessed as needing residential substance abuse treatment. The program will offer access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate, the program will blend together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment shall be appropriate to the client's substance abuse and/or mental health needs. The program will provide individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will include peer support groups to include relapse prevention planning, practicing awareness of symptoms and triggers, compliance with and acceptance of prescribed medications and treatment plans, socialization skills, and taking personal responsibility for one's own behavior and recovery. Because lack of educational options and limited skills and education are common barriers to successful reentry, the program is designed with a detailed program component that addresses educational and vocational skills of program participants. Specifically, the program allows participant access to computers installed with educational/vocational development software. This promotes hands-on interactive learning and vocational and educational skill development. From the moment that a juvenile enters the program, all services, activities, and treatments will be focused on one thing: successful re-entry back into the community.






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. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

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-  = 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.

Residential Information

In the spaces provided below enter the required information about the treatment facility and program.

List the **licenses** held by your facility:

TCJPD is licensed through DHHS and is required to have a residential out-patient substance abuse treatment license.

Enter the total number of **treatment beds in the facility**:

118

Enter the number of **treatment beds used for RSAT participants**:

24

Enter the number of **offenders on waiting lists** for the facility's RSAT program:

0

Enter the average **length of time an offender is on the waiting list** for the facility's RSAT program:

0

Describe **how participants are set apart** from the general correctional population:

Program participants are housed separately from the general population. They attend school and eat in the cafeteria as a unit

Describe the **assessment tools and criteria for determining eligibility** in the program:

The Substance Use Survey-Instrument for Adolescents (SUS-IA), a 67-item screening instrument, is used to identify potential substance abuse. Youth believed to have substance abuse problems are further assessed using the Comprehensive Addiction Severity Index for Adolescents (CASI-A). The CASI-A is a specific tool used to evaluate drug/alcohol use and psychosocial impairment severity.

Enter the **duration** of the residential treatment program:

6-12 months

Describe the **treatment modalities** used:

This program is multi modal, which includes cognitive behavioral therapy (CBT), social skills training, group counseling, and pharmacological services. Some youth may need psychotropic medication in order to address co-occurring disorders.

Describe how the project develops the participants **cognitive, behavioral, social, vocational and other skills** to resolve the substance abuse and related problems:

This program will blend co-occurring therapeutic treatments, pro-social skills development, individual/group counseling, intensive family therapy, and cognitive behavioral therapy. School is provided on-site; vocational education and workforce issues are addressed.

Describe how the project determines the **cost of treatment** per offender, per day.

Operating costs plus personnel costs divided by 365 (number of days in year). This number is then divided by the number of youth served.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Substance Abuse	100.00	Participants will be involved full-time in therapeutic activities. A weekly schedule will include participation in academics provided by teachers from the Austin Independent School District and substance abuse treatment that focuses on problems facing substance abusing juvenile offenders. The program is designed around a regimen conducted in a therapeutic community setting that promotes cognitive restructuring while addressing behavioral, social, educational/vocational, substance abuse and skill building activities to promote pro-social life skills. From the moment that a juvenile enters the RSAT program, all activities and treatments will focus on one thing: successful reentry back into the community. The program will offer access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate, the program will blend together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment shall be appropriate to the client's substance abuse and/or mental health needs. The program will provide individual case

		management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will also include peer support groups to include relapse prevention planning, practicing awareness of symptoms and triggers, compliance with and acceptance of prescribed medications and treatment plans, socialization skills, and taking personal responsibility for one's own behavior and recovery. Participants will learn necessary information and acquire the skills needed to complete the program through on-site educational services, individual counseling, group counseling, and family counseling services. substance abuse education and treatment, and urinalysis testing.
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Geographic Area:

The geographic area is Travis County, Texas.

Target Audience:

Substance abusing juvenile offenders referred for secured residential substance abuse treatment services; to include but not limited to youth possessing both mental health and substance abuse issues (co-occurring disorders).

Gender:

Male and female offenders.

Ages:

The inclusive age range is 13 through 16 years of age.

Special Characteristics:

Many youth will be dually diagnosed, having a combination of mental health and substance abuse issues (co-occurring disorders).



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. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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-  = 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.

Reserved

This section left intentionally blank.

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of days of aftercare provided to offenders.	0	30
Number of EXISTING treatment beds previously supported by non-grant funds, but enhanced with grant-funded services.	74	74
Number of EXISTING treatment beds previously supported by grant funds to receive continuing grant support.	34	34
Number of NEW treatment beds to be created with grant funds.	0	0
Number of residential treatment days for offenders.	365	365

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of grant-funded participants who have completed the program and remained drug free during the treatment program.	68	68

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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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. 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. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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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 Manager monitors contract compliance with the vendors used for professional services. This includes site visits and having weekly contact with the vendors to monitor client services and progress.

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?

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

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:

24545467

Enter the amount (\$) of State Grant Funds:

5872234

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.

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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:

9/30/2009

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

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- 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 principals:

- 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 enumerated in the above bullet; 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 OOG 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. In addition, you have a 2-hour time limit for each tab where you will need to complete the

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information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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 OOG 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. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

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 / %
Supplies and Direct Operating Expenses	Computer Software and Media	Educational and vocational supplies, books, workbooks, audiovisuals, and ongoing supplies for tutoring juveniles in the RSAT program	\$8,766.00	\$0.00	\$0.00	\$0.00	\$8,766.00	0
Supplies and Direct Operating Expenses	Computer Software and Media	3 Microsoft licenses for the 3 units in residential 3 licenses @ \$315 for \$945	\$945.00	\$0.00	\$0.00	\$0.00	\$945.00	0
Personnel	Counselor and/or Therapist (licensed)	The position indicated will work directly with the Substance Abuse Units and/or provide Drug/Alcohol Education Groups.	\$55,479.00	\$47,512.00	\$0.00	\$0.00	\$102,991.00	100
Equipment	Laptop System and Accessories	Three laptops for residential units to provide a tool to record incident reports, number of Urinalysis tests ordered in a week, data on grant performance measures, etc. Three units @ \$2,050 for a total of \$6,150.	\$6,150.00	\$0.00	\$0.00	\$0.00	\$6,150.00	3
Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	Training manuals for youth in the RSAT program. Cognitive Behavior Therapy workbooks and	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0

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		manuals. Forty manuals @50 for a total of \$2,000						
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	UA kits to test youth weekly. 1575 kits \$3.20 a kit for \$5,040.	\$5,040.00	\$0.00	\$0.00	\$0.00	\$5,040.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Ear pieces for radios provided to staff. The ear pieces will allow staff to communicate to management without disruption on treatment, training, etc. for the youth. 40 ear pieces @ 100 for \$4,000	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Contractual substance abuse provider and/or mental health services, as well as psychological assessments and assessment tools	\$60,155.00	\$0.00	\$0.00	\$0.00	\$60,155.00	0

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. 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. In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you

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have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for OOG to review. This can be done by typing in the **Notes By Grantee / OOG** message box.

Getting Started

On this tab you will notice certain icons that are displayed.

-  = 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.

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
The position indicated will work directly with the Substance Abuse Units and/or provide Drug/Alcohol	Cash Match	\$47,512.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$47,512.00	\$47,512.00	\$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	\$60,155.00	\$0.00	\$0.00	\$0.00	\$60,155.00
Equipment	\$6,150.00	\$0.00	\$0.00	\$0.00	\$6,150.00
Personnel	\$55,479.00	\$47,512.00	\$0.00	\$0.00	\$102,991.00
Supplies and Direct Operating Expenses	\$20,751.00	\$0.00	\$0.00	\$0.00	\$20,751.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
-----	------------	---------------	-----	-------

\$142,535.00	\$47,512.00	\$0.00	\$0.00	\$190,047.00
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Condition Of Fundings Information

DESCRIPTION	CREATED	MET	HOLD FUND
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You are logged in as **User Name:** GrantWriter

MEMORANDUM

To: Travis County Commissioners Court

From: Ladd Pattillo

Date: April 1, 2010

Re: Recommended method of sale for Series 2010 Debt

There are two basic ways for the County to sell its debt: competitive or negotiated. Historically, the County has taken competitive bids on a prescribed date, pursuant to an official invitation for bids for its annual debt issuances. In prior years with lower total dollar amounts of bonds offered, we have always had excellent results. In the case of refunding bonds, we are essentially required to use the negotiated sale method. The legal constraints and market variables involved in structuring the refinancing of outstanding bonds makes it almost mathematically impossible to state exact principal amounts to be competitively bid upon.

The underwriters of bonds make their profit in what is referred to as the "underwriting spread." In a competitively bid bond issue, the underwriter who bids the lowest "net effective interest rate," and logically has the lowest underwriting spread, wins the bid. In negotiated transactions, the underwriter(s) are pre-selected to sell the bonds into the capital markets, and their underwriting spread is negotiated with the issuer.

In the past year, the sensitivity and volatility in the capital markets has caused most bond underwriters to shy away from bidding on larger competitive issues because of the increased risk of being left holding large unsold balances of bond inventory should the market move against their position. Therefore, in recent large competitive sales, the trend has been for underwriters to consolidate into one or two large bidding syndicates, with higher risk premiums built into their bids, resulting in higher borrowing costs to the issuer.

A negotiated sale allows the issuer to eliminate the risk premium in a volatile market, by relieving the underwriters of the uncertainty of whether they will win the bid, which lowers the issuer's cost of capital. Also, unlike a competitive sale, the annual maturity amounts and coupon levels of the bonds can be adjusted during the pricing to provide for smoother debt service payments.

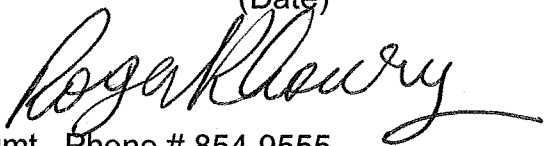
I recommend a negotiated sale for your upcoming Series 2010 bonds and certificates of obligation. In my professional opinion, that method will provide the best financial results for Travis County.

Travis County Commissioners Court Agenda Request

Voting Session April 6, 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 \$358,684.00, for the period of March 19, 2010 to March 25, 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)

10 MAR 30 PM 1:45
RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: April 6, 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: March 19, 2010 to March 25, 2010

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$358,684.00

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 \$358,684.00.

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
MARCH 19, 2010 TO MARCH 25, 2010

-
- 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: April 6, 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: March 19, 2010
TO: March 25, 2010

REIMBURSEMENT REQUESTED: \$ 358,684.00

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	1,355,242.62
bank withdrawal correction	\$	(2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: March 30, 2010	\$	(993,708.79)
Adjust to balance per UHC	\$	0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$	358,684.00
PAYMENTS DEEMED NOT REIMBURSABLE	\$	-
TRANSFER OF FUNDS REQUESTED:	\$	358,684.00

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 (\$57,238.28) 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 \$22,360.29.

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.

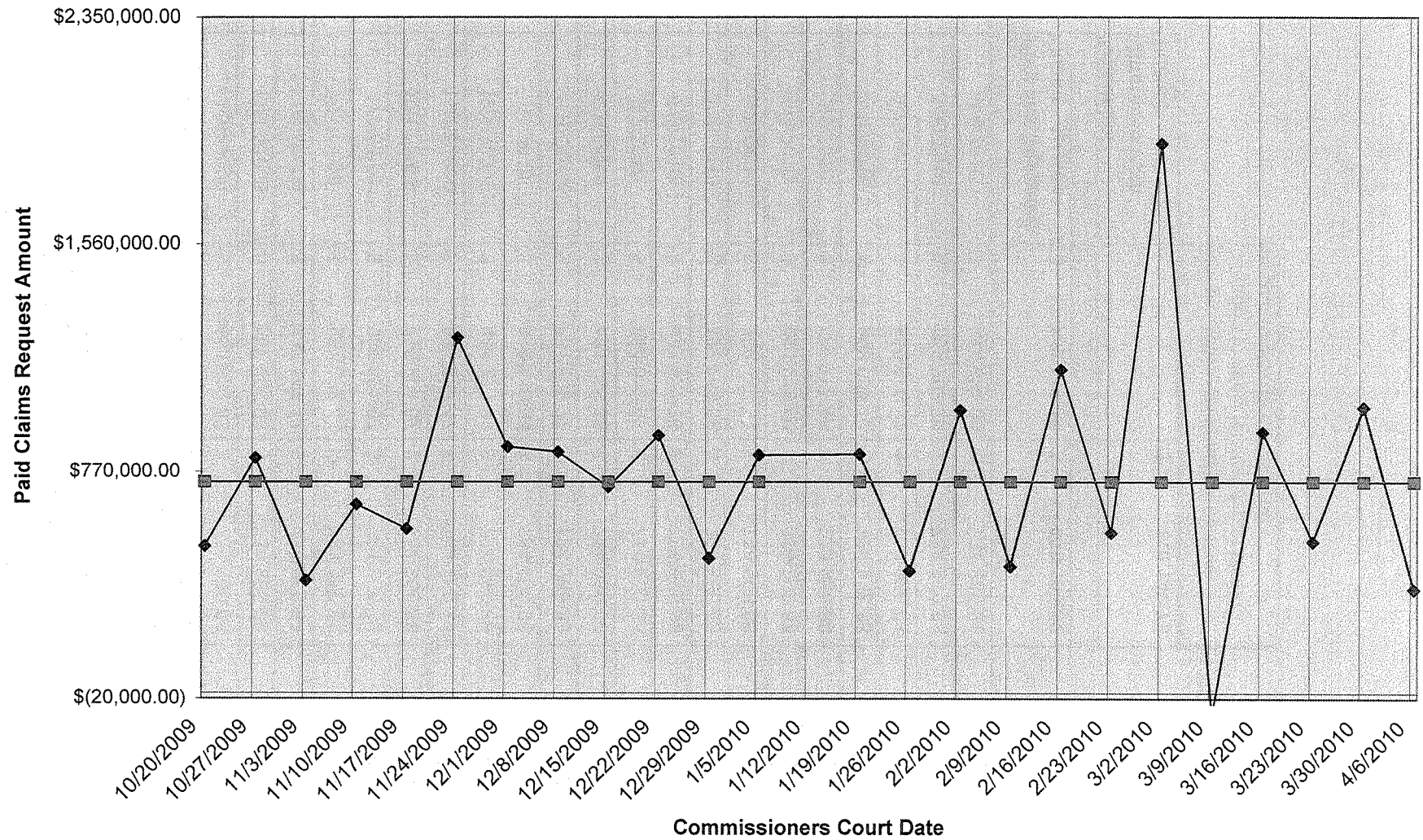
Dan Mansour 3-30-10
Dan Mansour, Risk Manager Date

Cindy Purinton 3/29/10
Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 3/29/10
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 EMPLOYEE BENEFIT PLAN
FY10 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$734,980.88**



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

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
10/2/09-10/08/09	10/20/2009	\$ 506,983.79	\$ 734,980.88	2	\$ 84,160.90
10/9/09-10/15/09	10/27/2009	\$ 819,076.31	\$ 734,980.88	2	\$ 66,527.80
10/16/09-10/22/09	11/3/2009	\$ 388,581.81	\$ 734,960.88	2	\$ 81,663.47
10/23/09-10/29/09	11/10/2009	\$ 653,822.83	\$ 734,960.88	2	\$ 58,028.60
10/30/09-11/5/09	11/17/2009	\$ 567,206.00	\$ 734,960.88	0	\$ -
11/6/09-11/12/09	11/24/2009	\$ 1,238,417.14	\$ 734,960.88	3	\$ 185,593.04
11/13/09-11/19/09	12/1/2009	\$ 857,273.45	\$ 734,960.88	3	\$ 185,891.08
11/20/09-11/26/09	12/8/2009	\$ 839,621.97	\$ 734,960.88	2	\$ 55,007.00
11/27/09-12/03/09	12/15/2009	\$ 715,804.02	\$ 734,960.88	4	\$ 148,691.08
12/04/09-12/10/09	12/22/2009	\$ 897,384.47	\$ 734,960.88	4	\$ 202,013.76
12/11/09-12/17/09	12/29/2009	\$ 464,771.71	\$ 734,960.88	0	\$ -
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	\$ -
1/29/10-2/4/10	2/16/2010	\$ 1,127,243.08	\$ 734,960.88	4	\$ 300,506.33
2/5/10-2/11/10	2/23/2010	\$ 553,376.57	\$ 734,960.88	2	\$ 130,929.00
2/12/10-2/18/10	3/2/2010	\$ 1,911,218.40	\$ 734,960.88	10	\$ 921,042.22
2/19/10-2/25/10	3/9/2010	\$ (79,012.21)	\$ 734,960.88	3	\$ 116,905.73
2/26/10-3/4/10	3/16/2010	\$ 908,089.12	\$ 734,960.88	2	\$ 75,714.11
3/5/10-3/11/10	3/23/2010	\$ 522,919.47	\$ 734,960.88	1	\$ 54,720.32
3/12/10-3/18/10	3/30/2010	\$ 993,708.79	\$ 734,960.88	4	\$ 122,081.44
3/18/10-3/25/10	4/6/2010	\$ 358,684.00	\$ 734,960.88	0	\$ -
	Paid and Budgeted Claims - to date	\$ 17,749,249.88	\$ 17,639,101.12		
	Amount of Difference from Budget		\$ 110,148.76		
	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: 2010-03-26 REQUEST AMOUNT: \$1,355,242.62

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2010-03-25	\$600,142.11
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
	<hr/>
= UNDER DEPOSIT:	\$1,338,575.89
+ CURRENT DAY NET CHARGE:	\$16,666.73
+ FUNDING ADJUSTMENTS:	\$00.00
	<hr/>

REQUEST AMOUNT: \$1,355,242.62

ACTIVITY FOR WORK DAY: 2010-03-19

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$16,401.42	\$00.00	\$16,401.42
TOTAL:	\$16,401.42	\$00.00	\$16,401.42

ACTIVITY FOR WORK DAY: 2010-03-22

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$115,952.26	\$00.00	\$115,952.26

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_03_25

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	-72.35	RF	22673860	A	46	3/16/2010	50	3/24/2010	3/25/2010	
701254	632	-77.92	UY	74726700	A	11	12/21/2009	50	3/24/2010	3/25/2010	
701254	632	-99.6	NN	SSN0000C	AL	0	3/16/2010	600	3/22/2010	3/25/2010	
701254	632	-101.62	NN	SSN0000C	AL	0	3/22/2010	600	3/26/2010	3/25/2010	
701254	632	-114.4	NN	SSN0000C	AL	0	3/16/2010	600	3/22/2010	3/25/2010	
701254	632	-120.65	NN	SSN0000C	AL	0	3/19/2010	600	3/25/2010	3/25/2010	
701254	632	-127.18	RE	43708120	AA	5	2/27/2010	50	3/24/2010	3/25/2010	
701254	632	-127.18	RE	32868220	AH	1	3/4/2010	50	3/24/2010	3/25/2010	
701254	632	-127.18	RD	9458190	AH	1	3/4/2010	50	3/24/2010	3/25/2010	
701254	632	-144.14	RE	40978280	A	11	3/13/2010	50	3/24/2010	3/25/2010	
701254	632	-180.91	UY	45771560	AA	1	3/20/2010	50	3/26/2010	3/25/2010	
701254	632	-203.05	NN	SSN0000C	AL	0	3/16/2010	600	3/22/2010	3/25/2010	
701254	632	-319.5	RF	81438720	AE	9	3/18/2010	50	3/25/2010	3/25/2010	
701254	632	-1284.3		26	177627	AH	9	3/19/2010	50	3/24/2010	3/25/2010
701254	632	-1308.14		26	177483	AA	1	3/19/2010	50	3/24/2010	3/25/2010
701254	632	-1849.08	RG	2772300	AA	1	12/28/2009	50	3/24/2010	3/25/2010	
701254	632	-3752.81	NN	SSN0000C	AL	0	3/16/2010	600	3/22/2010	3/25/2010	
701254	632	-5833		26	178196	AE	8	3/19/2010	50	3/24/2010	3/25/2010
701254	632	-6275.97	NN	SSN0000C	AL	0	3/16/2010	600	3/22/2010	3/25/2010	

358,684.00

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 03/25/2010

<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

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 3/25/2010

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	91,705.95
	RR	
	526-1145-522.45-29	-2,121.54
Total CEPO		\$89,584.41
EPO		
	EE	
	526-1145-522.45-20	94,578.81
	RR	
	526-1145-522.45-21	5,958.11
Total EPO		\$100,536.92
PPO		
	EE	
	526-1145-522.45-25	154,895.32
	RR	
	526-1145-522.45-26	13,667.35
Total PPO		\$168,562.67
Grand Total		\$358,684.00

7

Travis County Commissioners Court Agenda Request

Voting Session 4/6/10
(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

April 6, 2010

ITEM # :

DATE: March 26, 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

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

If you have any questions or comments, please contact 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 1	60001	Executive Asst**	16 / Minimum / \$36,121.07	16 / Minimum / \$36,121.07
Emergency Medical Service	29	Star Flight Paramedic	21 / Level 2 / \$53,705.60	21 / Level 2 / \$53,705.60
Medical Examiner	36	Forensic Med Exam Investgr I*	16 / Level 3 / \$39,374.40	16 / Level 3 / \$39,374.40
Juvenile Probation	493	Juvenile Probation Ofcr Asst	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00
Juvenile Probation	551	Juvenile Probation Ofcr Asst	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
Juvenile Probation	599	Juvenile Detention Ofcr I**	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00
Juvenile Probation	614	Juvenile Detention Ofcr I* **	12 / Level 2 / \$29,224.00	12 / Level 2 / \$29,224.00
TNR	387	Automotive Mechanic	12 / Midpoint / \$33,777.95	12 / Midpoint / \$33,777.95
TNR	505	Engineer	23 / Level 5 / \$66,726.40	23 / Level 5 / \$66,726.40
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Fac Mgmt	20069	Custodian	5 / \$11.00	5 / \$11.00	02
Fac Mgmt	20070	Custodian	5 / \$11.00	5 / \$11.00	02
HHS	50248	Interpreter Sign Lang V	25 / \$38.00	25 / \$38.00	05
Juvenile Probation	50064	Juvenile Res Trt Ofcr Asst*	11 / \$12.39	11 / \$12.39	05
Juvenile Probation	50316	Juvenile Detention Ofcr Asst	11 / \$12.39	11 / \$12.39	05
* Regular to Temporary			**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).		

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
TNR	20050	Park Tech II	10 / \$12.00	10 / \$12.00	02
TNR	20052	Park Tech II	10 / \$12.00	10 / \$12.00	02
TNR	20053	Park Tech II	10 / \$12.00	10 / \$12.00	02
TNR	20055	Park Tech II	10 / \$12.00	10 / \$12.00	02
* Regular to Temporary			**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).		

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
HHS	Slot 50236 / Interpreter Sign Lang IV / Grd 22 / \$34.00	HHS	Slot 50238 / Interpreter Sign Lang V / Grd 25 / \$38.00	Promotion temporary.

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Juvenile Probation	86	Juvenile Detention Ofcr II* / Grd 13	Juvenile Detention Ofcr III / Grd 14	\$30,978.49	\$32,527.41	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Probation	220	Juvenile Detention Ofcr II* / Grd 13	Juvenile Detention Ofcr III / Grd 14	\$30,745.90	\$32,283.19	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Probation	245	Juvenile Res Trt Ofcr I* / Grd 12	Juvenile Res Trt Ofcr II* / Grd 13	\$30,056.00	\$31,558.80	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Probation	310	Juvenile Detention Ofcr I* / Grd 12	Juvenile Detention Ofcr II* / Grd 13	\$27,573.10	\$29,501.26	Career Ladder. Pay is at minimum of pay grade.
Juvenile Probation	360	Juvenile Detention Ofcr II* / Grd 13	Juvenile Detention Ofcr III / Grd 14	\$38,030.01	\$39,931.51	Career Ladder. Pay is between midpoint and max 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
County Atty	Slot 20 / Attorney VII / Grd 29 / Part-time \$47,680.24	County Atty	Slot 20 / Attorney VII / Grd 29 / Full-time \$95,360.48	Status change from part-time to full-time (20 hrs to 40 hrs).
District Atty	Slot 14 / Attorney VI* / Grd 28 / \$85,217.88	District Atty	Slot 22 / 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 Clerk	Slot 10 / Court Clerk I / Grd 13 / \$29,501.26	District Clerk	Slot 8 / Court Clerk II / Grd 15 / \$33,764.43	Promotion. Pay is at minimum of pay grade.
HHS	Slot 96 / Office Specialist / Grd 10 / \$30,204.22	Emergency Medical Service	Slot 8 / Administrative Asst II / Grd 13 / \$33,000.00	Promotion. Pay is between min and midpoint of pay grade.
Sheriff	Slot 113 / Sergeant Certified Peace Ofcr* / Grd 88 / \$76,707.07	Sheriff	Slot 47 / Lieutenant Certf Peace Ofcr* / Grd 89 / \$86,572.10	Promotion. Peace Officer Pay Scale (POPS).
TNR	Slot 527 / Park Supv I / Grd 13 / \$40,827.01	TNR	Slot 569 / Park Supv II / Grd 15 / \$42,868.36	Promotion. Pay is between midpoint and max of pay grade.
* Actual vs Authorized				

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

Travis County Commissioners Court Agenda RequestVoting Session April 6, 2010

(Date)

Work Session _____

(Date)

- I. A. Request made by: Roger El Khoury, M.S., P.E., Director, Facilities Management Dept. Phone 44579
 Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Discuss and take appropriate action on the Travis County North Campus Master Plan.

- B. 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:

Nelda Wells Spears, Tax Assessor Collector	854-9473
Dana DeBeauvoir, County Clerk	854-9188
Amalia Rodriguez Mendoza, District Clerk	854-9737
Sheriff Greg Hamilton, TCSO	854-9770
Joseph Gieselman, Executive Manager, TNR	854-9383
Sherri Fleming, Executive Manager, HHS	854-4100
Danny Hobby, Executive Manager, Emergency Services	854-9367
Roger Jefferies, Executive Manager, Criminal Justice Planning	854-4415
Rodney Rhoades, Executive Manager, PBO	854-9106
Joe Harlow, Director, ITS	854-9175
Steven Broberg, Director, RMCR	854-9575

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department(854-9165)

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

Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

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

RECEIVED
 COUNTY JUDGE'S OFFICE
 APR 13 2010



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: ABB35-03-09F-1N

File: 101

TO: The Commissioners Court
FROM: Roger A. El Khoury, M.S., P.E., Director
DATE: March 30, 2010
SUBJECT: Travis County North Campus Master Plan

A handwritten signature of Roger A. El Khoury is written over the "FROM" line of the memorandum. The signature is in cursive and matches the printed name.

Proposed Motion:

Discuss and take appropriate action on the Travis County North Campus Master Plan.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of the North Campus Master Plan as presented during the March 25, 2010 worksession. Approval of the master plan will affirm the goals, design guidelines and development concepts and serve to provide direction for future development of the North Campus.

Master Planning for development of the North Campus to achieve highest and best use has considered scenarios in which the three sites could be developed in the short and long terms. Short term will likely be the design and construction of new facilities at 5335/5325 Airport Blvd. along with paving and landscape improvements at the adjacent 5501 site. The Planning Team, led by FMD professional staff, worked with neighbors, County staff, Cap Metro and the City of Austin to develop and document the North Campus Master Plan.

Next steps will be to work with PBO and North Campus offices and departments to develop staffing and space needs assessments.

Budgetary and Fiscal Impact:

The North Campus Master Plan was completed under budget. There is no impact in the FY10 budget.

Background:

The North Campus Master Plan project was approved by Commissioners Court in September 2008. A contract to the Urban Design Group, Inc. was executed on March 10, 2009 for professional services to complete the FMD Planning Team. The first report was presented to the Commissioners Court in June 2009. Work on the master plan continued and culminated with the March 25, 2010 worksession presentation to Commissioners Court.

Required Authorizations:

Planning and Budget: N/A

Purchasing: N/A

County Attorney: N/A

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

9

Voting Session: APRIL 6, 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 COMMISSION ON ACCREDITED MEDICAL TRANSPORT SYSTEMS (CAMTS) ACCREDITATION SITE VISIT EXPENSE.

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.

10 MAR 31 PM 1:38
RECEIVED
COUNTY JUDGE'S OFFICE




Travis County
STAR Flight



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

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

To: Danny Hobby, Executive Manager, Emergency Services 
From: Casey Ping, Program Director, **STAR Flight**
Subject: Court Approval for CAMTS Accreditation Site Visit Expense
Date: March 15, 2010

This is a request for Court approval to pay an invoice regarding expenses for a site survey conducted through the CAMTS accreditation process for the **STAR Flight** Program.

STAR Flight was directed by the Commissioners Court in 2000 as part of the EMS inter-local with the City of Austin to obtain CAMTS accreditation. Accreditation was received in 2001 and is valid for a three year period. The accreditation process includes a site survey during which the surveyors evaluate the program for compliance with CAMTS standards. This includes operations, maintenance, communications, administration and clinical sections. Maintaining CAMTS accreditation is now a contractual requirement of Travis County in the contracts for service with the St. David's and Seton Networks.

In February 2009, the Commission on Accredited Medical Transport Systems Board of Directors changed the fee structure associated with initial and reaccreditation site visits. Programs seeking accreditation will now need to pay a initiation fee plus the expenses related to the site surveyors and their visit. Also, as part of this change, the board approved a initiation fee increase from \$5,000 to \$6,500 for programs with less than 5 bases. They offered us the opportunity for programs with reaccreditation site visits in the next year to pay the initiation fee early and receive the lower rate. We were able to identify funding that allowed us to take advantage of the lower pricing. We requested and received an invoice from CAMTS for the reduced rate. That fee was paid by Travis County in March 2009. The site survey was conducted in February 2010 and included two site surveyors traveling to Austin over a two day period. We received a separate statement from CAMTS on March 10, 2010 for \$4,695.88 in site surveyor expenses. See attached invoice and copies of receipts to verify the expenses. We will work with Audit to have in place a process for future site visits that will allow for better timing of payments and approvals.

We were planning on processing this invoice like we do with the initiation fee until it was brought to our attention that this would need to be approved by the Court first. **STAR Flight** management staff was unaware that expenses related to the CAMTS site surveyors for the purposes of CAMTS reaccreditation required Commissioners Court approval.

Please let me know if you need additional information regarding this matter.

Breakdown of CAMTS receipts

Hotel

Lynn Stevens \$366.85
Heather Mclellan \$366.85
Total \$733.70

Daily per diem

\$100 per day per person
Total \$400.00

Additional baggage fee

Heather Mclellan
\$15.00 and \$16.00
Total \$31.00

Car rental

Total \$238.33

Gas

Total \$9.05

Misc/postage

Total \$7.00

Airfare/fee's

Heather Mclellan \$243.40, \$35.00
Lynn Stevens \$559.40, \$35.00
Total \$872.80

Site surveyor report to the Board

Total \$350.00

Site surveyor daily fee

\$500.00 per day
Heather Mclellan \$1000
Lynn Stevens \$1000
Total \$ 2000.00

Long term airport parking

Lynn Stevens
Total \$54.00

Grand Total payable to CAMTS

\$4695.88

Invoice



Date	Invoice #
3/10/2010	634

Bill To
STAR Flight 7800 Old Manor Road Austin, TX 78724

Please remit payment to address below.				Due Date
CAMTS PO Box 130 Sandy Springs, SC 29677				4/15/2010
Quantity	Item Code	Description	Price Each	Amount
✓ 1	Hotel	Site Surveyor Travel Expenses	733.70	733.70
✓ 1	Daily per diem	Site Surveyor Travel Expenses	400.00	400.00
✓ 1	Additional Airline Charges	Site Surveyor Travel Expenses	31.00	31.00
✓ 1	Car Rental	Site Surveyor Travel Expenses	238.33	238.33
✓ 1	Rental Car Gas	Site Surveyor Travel Expenses	9.05	9.05
✓ 1	Misc	Site Surveyor Travel Expenses (Postage)	7.00	7.00
✓ 1	Airfare/Rail	Site Surveyor Travel Expenses	872.80	872.80
✓ 1	Site Surveyor Report		350.00	350.00
✓ 4	Site Surveyor Daily Fee	\$500 per Day per Site Surveyor	500.00	2,000.00
✓ 1	Parking @ Airport	Site Surveyor Travel Expenses	54.00	54.00
Total				\$4,693.88
Phone #	Fax #	E-mail	Web Site	
864-287-4177	864-287-4251	shelley.dixon@camts.org	www.camts.org	



02-10-10

Heather Mclellan

Folio No. :
 A/R Number :
 Group Code :
 Company : Bed Travel
 Membership No. :
 Invoice No. :

Room No. : 553
 Arrival : 02-07-10
 Departure : 02-10-10
 Conf. No. : 67336632
 Rate Code : IPBCD
 Page No. : 1 of 1

Date	Description	Charges	Credits
02-07-10	*Accommodation	89.00	
02-07-10	State Occupancy Tax- 6%	5.34	
02-07-10	City Occupancy Tax- 7%	6.23	
02-07-10	City Venue Tax- 2%	1.78	
02-08-10	Restaurant Brkfst Line# 553 : CHECK# 0014270	14.32	
02-08-10	*Accommodation	115.00	
02-08-10	State Occupancy Tax- 6%	6.90	
02-08-10	City Occupancy Tax- 7%	8.05	
02-08-10	City Venue Tax- 2%	2.30	
02-09-10	Restaurant Brkfst Line# 553 : CHECK# 0014332	14.32	
02-09-10	*Accommodation	115.00	
02-09-10	State Occupancy Tax- 6%	6.90	
02-09-10	City Occupancy Tax- 7%	8.05	
02-09-10	City Venue Tax- 2%	2.30	
Total		395.49	0.00
Balance		395.49	

366.85

Guest Signature: _____

I have received the goods and / or services in the amount shown here. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Crown Plaza Austin
 6121 North IH-35
 Austin, TX 78752
 Tel: (512)323-6466 Fax: (512)371-5257
 Web: www.crownplaza.com/austincentral



142

02-10-10

Lynn Stevens	Folio No. : 102311	Room No. : 326
17496 Fort Dade Ave	A/R Number :	Arrival : 02-07-10
Brooksville, FL 34601	Group Code :	Departure : 02-10-10
US	Company : Bcd Travel	Conf. No. : 67338179
	Membership No. : PC 152964440	Rate Code : IPBCD
	Invoice No. :	Page No. : 1 of 1

Date	Description	Charges	Credits
02-07-10	*Accommodation	89.00	
02-07-10	State Occupancy Tax- 6%	5.34	
02-07-10	City Occupancy Tax- 7%	6.23	
02-07-10	City Venue Tax- 2%	1.78	
02-08-10	*Accommodation	115.00	
02-08-10	State Occupancy Tax- 6%	6.90	
02-08-10	City Occupancy Tax- 7%	8.05	
02-08-10	City Venue Tax- 2%	2.30	
02-09-10	*Accommodation	115.00	
02-09-10	State Occupancy Tax- 6%	6.90	
02-09-10	City Occupancy Tax- 7%	8.05	
02-09-10	City Venue Tax- 2%	2.30	
02-10-10	Visa	XXXXXXXXXXXX5698	366.85
Thank you for staying at The Crowne Plaza Austin. Qualifying points for this stay will automatically be credited to your account within 72 hours. To make additional reservations online, please visit our website at www.crowneplaza.com/austincentral or visit www.priorityclub.com . We look forward to welcoming you back soon.		Total	366.85
		Balance	0.00

Guest Signature:

I have received the goods and / or services in the amount shown here. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Crowne Plaza Austin
 6121 North IH-35
 Austin, TX 78752
 Tel: (512)323-5466 Fax: (512)371-5257
 Web: www.crowneplaza.com/austincentral

SHOPPERS DRUG MART #353
150 MILLRISE BLVD SW,
CALGARY AB

CARD *****2005
CARD TYPE MASTERCARD
DATE 2010/02/20
TIME 3150 13:48:22
RECEIPT NUMBER
C30615137-001-054-C19-0

PURCHASE
TOTAL

\$7.00

MasterCard
AC000000041010
351DE35171E88A0F
0000008000
1060035FC074C75C

APPROVED

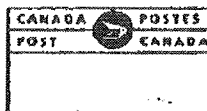
AUTH# 154B2B 01-027
THANK YOU

CARDHOLDER COPY

IMPORTANT - RETAIN THIS
COPY FOR YOUR RECORDS

Small Packet Petit Paquet

CN22



From / De

To / À

Cost of item if it is to be sent by air	
VA	MM DJ
Net weight	Gross weight
Postage	Insurance
Rate	per parcel
\$	

Sent by / Envoyé par	
<input checked="" type="checkbox"/> Air / Voie aérienne	<input type="checkbox"/> Surface / S.A.L. / Voie de surface / S.A.L.

Itemized List of Contents and Country of Origin / Désignation détaillée du contenu et pays de fabrication

CD
Document
Flash drive

<input type="checkbox"/> Gift / Cadeau	<input type="checkbox"/> Sample / Échantillon	<input type="checkbox"/> Documents	Total declared value / Valeur déclarée totale	
--	---	------------------------------------	---	--

<input type="checkbox"/> Other Documentation / Autre documentation	
--	--

Customers May be opened officially

The sender warrants that the particulars given in this declaration are correct and the shipment does not contain dangerous or prohibited goods.
43-074-203 (02-01)

Do not Post this receipt officially

L'expéditeur s'engage que les renseignements donnés dans cette déclaration sont exacts et que l'envoi ne contient pas d'articles dangereux ou interdits.

Customer Receipt

Reçu du client

Do not expose to excessive heat or direct sunlight

STAPLE
HERE

PASSENGER TICKET AND BAGGAGE CHECK
American Airlines

PASSENGER RECEIPT 1
 DATE OF SALE 15 FEB 10 15102105
 ISS AGENT IS AUS SSM PLACE OF ISSUE

NAME OF PASSENGER (DO NOT TRANSFER NAME) MCLELLAN/HEATHER MAR
 TICKET NO. 00114288764792
 FLIGHT CLASS DATE TIME STATUS NOT USED
 REVALIDATION FOR PSGR TICKET 00177281

ISSUED IN COUNTRIES FOR 5.00
 CHECKED BAGGAGE FEE

FARE 15.00
 TAX NA
 TAX NA
 TAX NA
 TOTAL 15.00

STOCK CONTROL NUMBER 00114288764792
 COUPON 001 2602184897

American Airlines

BAGGAGE CHARGE RE

PASSENGER NAME
 MCLELLAN/NEATHER MARGARET

Checked Bag Fee 1 16.00 CAD

Total with Applicable TFC 16.00 CAD
 Credit Card MC XXXXXXXXXXXXXXX2009

FLIGHT DATE
 1166 FEBRUARY 07, 2010

Agent: YYC-SSM 001 2601848920

AUSTIN-BERGSTROM INTL AP

RR 110195901
HEATHER
MCLELLAN

VEHICLE: 01697/7365539
10NZA3 LIC: TX BN92040
FUEL: 8/8 OUT 8/8 IN
COP: 00272 -ALBERTA MOTOR ASSOCIATION

RES: E6141413200 /JLVE / C
COMPLETED BY: 1578 /TXAUS15
RENTED: AUSTIN BERGSTROM INTL A/P
RENTAL: 02/07/10 14:23
RETURN: 02/10/10 13:46

PLAN IN: CNVD RATE CLASS: C
PLAN OUT: CNVD

MILES IN: 115 TR-X MILES
MILES OUT: 10 MILES ALLOWED
MILES DRIVEN: 105 MILES CHARGED

DAYS 3 @ \$ 33.72 / DAY \$ 101.16
SUBTOTAL T\$ 101.16
CONCESSION FEE RECOVERY T\$ 71.16
LOW ACCEPTED @ \$ 26.99 DAY T\$ 80.00
LIS DECLINED
PAI, PEC DECLINED
VLCR & ABIA T\$ 12.78
ENERGY SURCHARGE T\$ 1.07
TAX 15.000% ON 207.25 \$ 31.09
NET DUE \$ 238.34
PAID BY MC XXXXXXXXXXXX2009

HOW WAS YOUR EXPERIENCE?
WE'D LIKE YOUR FEEDBACK.

- 1) Call 1-800-278-2595, or
Visit WWW.HERTZSURVEY.COM
- 2) Enter Access Code: 01636
- 3) Take Brief 4 Question Survey

THANK YOU FOR RENTING FROM
HERTZ

THANK YOU-COME AGAIN
TO VALERO
CORNER STORE
VALERO.COM

TP48640907-001 VALERO 239
2001 HWY 71 E
DEL VALLE TX 78

Descr.	qty	amount
<CUSTOMER COPY>		
UNLD CA #04	3.679G	9.05
SELF @ 2.459/ G		
Subtotal		9.05
Tax		0.00
TOTAL		9.05
CREDIT \$		9.05

CARD TYPE: MASTERCARD
CARD NAME: HEATHER M. MRS MCLELLAN
ACCT NUMBER: XXXXXXXXXXXX2609
TRANS TYPE: SALE
APPROVAL: 144058
INVOICE: 067771
AMOUNT: 9.05

APPROVED 144058

Store #0238
2001 Hwy 71 East
Austin, TX
ST# 0238 BILL XXXX DR# 1 TRAN# 1012304
CSH: 6 02/10/10 13:37:58

Airport Parking Receipt

Page 1 of 1

From: noreplyairportparking@dot.state.fl.us
To: LStevens11@aol.com
Subject: Airport Parking Receipt
Date: Wed, Feb 10, 2010 3:55 pm

This email address is not monitored and replies will not be answered.

If you need assistance please contact the Sunpass Call Center

SunPass Prepaid Toll Program
Receipt of SunPass Charges for Parking

Receipt Date: 02/10/2010 03:55:43 PM

Name on Account : LYNN STEVENS
Account # : 1E94410
Transponder # : 047276600110

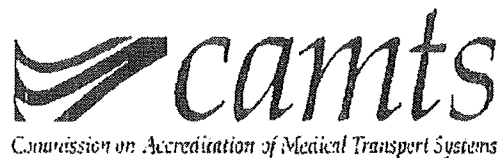
Entry Information

Transaction Date : 02/07/2010 12:58:00 PM
Plaza : TIA-Long Term (main) Entrance
Lane : 05

Exit Information

Transaction Date : 02/10/2010 03:54:00 PM
Processed Date : 02/10/2010 03:55:43 PM
Plaza : TIA-Terminal Exit
Lane : 06
Amount Charged* : \$54.00
* - Sales Tax Included

Thank you for using SunPass - Now the fastest way to Park!



FAX

PO Box 130

Sandy Springs, SC 29677

Phone: 864 287-4177

Fax: 864 287-4251

TO: Pam

FROM: Eileen Frazer, Executive Director

DATE: 3/17/10

Pages to Follow: 10

RE:

What does it cost?

| Print |

INITIAL APPLICATION FEE= \$750.00

SITE SURVEY FEE

As of July 1, 2009, the base fee is \$6500.00 for programs with up to and including 5 bases. Each base (aircraft locations) over 5 will be pro-rated at an additional \$650.00 per base.

PLUS \$500.00 per day per site surveyor plus travel and expenses to be paid by the program after the site visit.

Number of days and number of site surveyors will be determined by the Site Surveyor Coordinator and CAMTS office based on the number of factors that may require additional interviews and travel outside of a normal 1 site - 2 day visit.

(Any part of a day spent on-site will be considered an entire day for billing purposes.)

The criteria used to determine additional travel days and number of site surveyors may include but are not limited to:

- Number of sites
- Distance between sites
- Modes of transport offered by the service*
- Travel differentials
- Number of specialty teams
- States, vendors and maintenance facilities etc.

Close Window



11/27
Shelley Dixon <shelley.dixon@camts.org>

travel for McLellan Feb 7-15

Dawn Snyder <dsnyder@worldtrvl.com>

Tue, Jan 5, 2010 at 4:31 PM

To: hmcclellan@mtroyal.ca

Cc: lstevens11@aol.com, Shelley Dixon <shelley.dixon@camts.org>, Patti Corbett <patticorbett@aol.com>

FARE IS THE SAME COMING BACK ON THE 10TH OR 15TH

WORLD TRAVEL SERVICE

7645 E 63rd St., Ste 101 Tulsa, OK 74133

918-743-8856 or Toll free 800-324-4987

www.worldtraveltoday.com

SALES PERSON: 81 ITINERARY/INVOICE NO. 4319798

DATE: 05 JAN 10

CUSTOMER NBR: 0000001011

DUPLICATE BFTTQD

PAGE: 01

TO: CAMTS

ATTN EILEEN FRAZER

117 CHESTNUT LN

ANDERSON SC 29625

FOR: MCLELLAN/HEATHER MARGARET

07 FEB 10 - SUNDAY

AIR AMERICAN AIRLINES FLT:1166 ECONOMY FOOD FOR PURCHASE

LV CALGARY INTL AB 700A EQP: MD-80

03HR 45MIN

AR DALLAS FT WORTH 1145A NON-STOP

ARRIVE: TERMINAL D REF: BFTTQD

MCLELLAN/HEATHE SEAT-14D AA-5N436B2

AIR AMERICAN AIRLINES FLT:1725 ECONOMY

LV DALLAS FT WORTH 1250P EQP: MD-80

01HR 00MIN

AR AUSTIN 150P NON-STOP

REF: BFTTQD

MCLELLAN/HEATHE SEAT-14D AA-5N436B2

CAR AUSTIN HERTZ RENT A CAR INTER CAR AUTO A/C

PICK UP-1350

RETURN-10FEB/9A

RATE PLAN 3 DAYS 0 HRS USD MI/KM EX MI/KM

DAILY 33.72 UNL

XTRA DAY- 67.44 UNL

XTRA HOUR- 16.86 UNL

Return: AUSTIN TX to TAMPA INTL (Travel Time: 2 hrs 15 mins)

Date	Flight	Routing Details
Wed Feb 10	# 1743	Depart AUSTIN TX (AUS) at 12:40 PM Arrive in TAMPA INTL (TPA) at 3:55 PM

Cost and Payment Summary

Base Fare	\$206.51
+ Excise Taxes	\$15.49
Advertised Fare	\$222.00
+ Segment Fee	\$7.40
+ Passenger Facility Fee	\$9.00
+ Security Fee ¹	\$5.00
Total Payment:	\$243.40

¹Security Fee is the government-imposed September 11th Security Fee.

Current payment(s)
01/05/10 Amer Express XXXXXXXXXXXX3000 \$243.40

Fare Rule(s)

All travel involving funds from this Confirmation Number must be completed by the expiration date. Any change to this itinerary may result in a fare increase.

Fare Calculation:

TPA WN AUS108.84S21NTNR WN TPA97.67NZ14NTNR 206.51 END ZPTPAUS XFTPA4.5AUS4 5 AY5.00\$TPA2 50 AUS2.50

Important Checkin Requirement

Passengers who do not obtain a boarding pass and are not present and available for boarding in the departure gate area at least ten minutes prior to scheduled departure time may have their reserved space cancelled and will not be eligible for denied boarding compensation.

Southwest Airlines Co. Notice of Incorporated Terms

Air transportation by Southwest Airlines is subject to Southwest Airlines' Passenger Contract of Carriage, the terms of which are incorporated by reference.

Notice of Incorporated Terms**Additional Information for Travelers**

[Online Checkin](#) | [Free Baggage Allowance](#) | [Checkin Requirements](#)
[Inflight Service](#) | [Travel Tools](#) | [Refund Information](#) | [Privacy Policy](#) | [Southwest Airlines Destinations](#)

We can notify you of flight departure or arrival status via text messages on your cell phone, pager, personal digital assistant (PDA), or e-mail account. Or, use our automated phone service by calling 1-888-SWVA-TRIP

MANDATORY CHARGES 53.42
 APPROX RENTAL COST 188.30 UNL
 CONFIRMATION NUMBER E6141413288 RATE-GUARANTEED
 CALL-512-530-3615

15 FEB 10 - MONDAY

AIR AMERICAN AIRLINES FLT:1868 ECONOMY
 LV AUSTIN 835A EQP: MD-80
 01HR 05MIN
 AR DALLAS FT WORTH 940A NON-STOP
 REF: BFTTQD
 MCLELLAN/HEATHE SEAT-23D AA-5N436B2
 AIR AMERICAN AIRLINES FLT:687 ECONOMY FOOD FOR PURCHASE
 LV DALLAS FT WORTH 1035A EQP: MD-80
 DEPART: TERMINAL D 04HR 00MIN
 AR CALGARY INTL AB 135P NON-STOP
 REF: BFTTQD
 MCLELLAN/HEATHE SEAT-17D AA-5N436B2

SERVICE FEE XD0509713742
 BILLED TO AXXXXXXXXXXXXX3000 35.00*

AIR TICKET AA7728058311 MCLELLAN HEATHER MAR
 ELEC TKT BILLED TO AXXXXXXXXXXXXX3000 559.40*

SUB TOTAL 594.40
 NET CC BILLING 594.40*

 TOTAL AMOUNT DUE 0.00

OFFICE HOURS 730AM - 630PM CST MON-FRI
 918-743-8856 800-324-4987

AFTERHOURS EMERGENCY HOTLINE 877-431-0911 CODE 58IL9
 EMERGENCY HOTLINE OUTSIDE US CALL COLLECT 818-575-4313

IF YOUR TRAVEL PLANS CHANGE, PLEASE CONTACT OUR OFFICE
 IMMEDIATELY. YOUR FARE MAY REQUIRE CANCELLATION PRIOR
 TO DEPARTURE TO AVOID TOTAL LOSS OF FUNDS.

 PLS CHK WWW.TSA.GOV FOR LATEST AIRPORT SECURITY
 TICKET IS NONREFUNDABLE, CHANGE FEE MAY APPLY.
 VALID PASSPORT REQUIRED.
 PROGRAM NAME-STAR FLIGHT

From:

To:

ol.com>

Subject: SOUTHWEST

Date: Tue, Jan 5, 2010 4:48 pm

to go

... you really need
 ... you
 ... for the flights, cars, hotels, etc. ...

With kind regards,

Dawn Snyder, CTC Ext. 244

dsnyder@worldtvl.com**WORLD TRAVEL SERVICE**

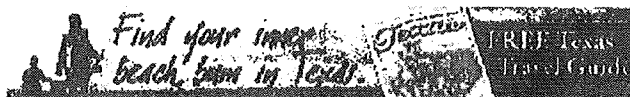
7645 E 63rd St., Ste 101 Tulsa, OK 74133

918-743-8856 or Toll free 800-324-4987

www.worldtraveltoday.com

35.00 FEE

SOUTHWEST.COM



Receipt and Itinerary as of 01/05/10 3:45 PM

Confirmation Number**QKJIGS****EARLY BIRD
CHECK-IN**A More Convenient
Way To TravelONLY
\$10

ONE WAY

Confirmation Date: 01/05/10

Received: WNE/EILEEN FRAZER BY ICBM

Be prepared when you get there!Consult Travel Guide for relevant
tips from real travelers.**Passenger Information**

Passenger Name	Account Number	Ticket#	Expiration ¹
STEVENS/KATHY LYNN	00000196026994	5262173995061	01/05/11

¹ All travel involving funds from this Confirmation Number must be completed by the expiration date.**Itinerary****Depart:** TAMPA INTL to AUSTIN TX (Travel Time: 2 hrs 45 mins)

Date	Flight	Routing Details
Sun Feb 07	# 0174	Depart TAMPA INTL (TPA) at 1:50 PM Arrive in AUSTIN TX (AUS) at 3:35 PM

CAMTS/PPM

04.05.00

06/29/97/ 7/25/98/10/29/99/04/16/00/07/29/01/071104/092306/062407/
112508/07/10/09

COMMISSION ON ACCREDITATION OF MEDICAL TRANSPORT SYSTEMS

SUBJECT: Accreditation Fees and Charges

POLICY: Charges for accreditation will be based on the fee schedule below and as appropriate to the accreditation action described. Charges for accreditation items such as pins, stickers, etc., are according to the guidelines listed below.

A. Accreditation Fees

Initial Application Fee = \$750.00 (to be submitted with initial application)

Site Survey Fee = \$6,500.00 for programs with up to and including 5 bases. Each base (aircraft locations) over 5 bases will be pro-rated at an additional \$650.00 per base.

PLUS \$500.00 per day per site surveyor

Travel and expenses for each site surveyor plus a charge of \$350.00 for the site surveyor report to the Board.

Number of days and number of site surveyors will be determined by the Site Surveyor Coordinator and CAMTS office based on the number of factors that may require additional interviews and travel outside of a normal 1 site - 2 day visit.

The criteria used to determine additional travel days and number of site surveyors may include but are not limited to:

- Number of sites
- Distance between sites
- Modes of transport offered by the service*
- Travel differentials
- Number of specialty teams
- States, vendors and maintenance facilities etc.

* Programs that predominantly perform one mode of transport such as ground but occasionally perform rotorwing and/or fixed wing transports, for example, must include (in the CAMTS application process) all modes of transport that were used for 12 or more patient transports in the

previous year or any mode of transport (regardless of how many) that the program advertises as part of their program.

*****For international site visits –beyond the North American Continent:

\$7000.00 flat fee plus for programs with up to and including 5 bases. Each base (aircraft locations) over 5 bases will be pro-rated at an additional \$700.00 per base plus full reimbursement for travel and expenses and a \$250 travel fee each way for each site surveyor.

Accreditation fees for the following services (that require a site visit) will equal expenses for the Site Surveyor(s) plus an administrative fee to equal 50% of the accreditation fee previously paid.

Service receiving a withheld or withdrawn accreditation cannot reapply for 6 months but are eligible for this decreased rate if completing and submitting a PIF within one year of the accreditation decision.

1. The accreditation fee includes site surveyor(s) travel and expenses to the main base. If the site visit requires chartering an aircraft to remote bases, the cost of the charter will be added to the accreditation fee.
2. If a service has a Class II or Class III change (refer to Policy 05.12.00) – there is:
 - \$250.00 administrative charge for processing a Class II changes
 - \$500.00 administrative charge for processing a Class III change

If a supplemental visit is required as a result of the Class II or Class III change

- a. An additional \$2000.00 administrative fee plus additional charges for site surveyor(s)' fee, travel and expenses will be charged to the service for the supplemental visit.

B. Charges for Accreditation Items

1. When a service achieves full or probational accreditation, the following items will be provided by the Commission free of charge:

04.05.00

Page three

- a. Certificate of Accreditation (\$25.00 charge for a new certificate before accreditation period ends)
- b. Two logo stickers for each aircraft and ambulance (Additional logos can be purchased for \$10.00 each plus shipping.)
- c. CAMTS lapel pins for employees upon achieving accreditation for the first time. Thirty pins will be sent to each program achieving reaccreditation.

# of Pins	# of Transports per Year
30 pins -	< 500 transports or for reaccrediting programs
60 pins -	500 - 1000 transports
75 pins -	1001- 2000 transports
100 pins -	>2000 transports

*(Additional pins may be purchased at \$2.00 each)

C. Charges for Consulting service

In North America

\$2500.00 - 1st day plus travel and expenses for site surveyors
\$1000.00 for each additional day

Outside North America

\$4000.00 - 1st day plus travel and expenses for consultant
\$1000.00 per day for each additional day

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 3/31/10

Voting Session: Tuesday, April 6, 2010

REQUESTED ACTION: DECLARE ATTACHED LIST OF THIRTEEN (13) GLOCK FIREARMS AS SURPLUS AND AUTHORIZE TRADE IN FOR (13) GLOCK FIREARMS WITH G.T. DISTRIBUTORS PURSUANT TO SECTION 263.152 OF THE TEXAS LOCAL GOVERNMENT CODE. (SHERIFF)

Points of Contact:

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

Department: Greg Hamilton, Sheriff. Maria Wedhorn, Financial. Gary Cotter, Fixed Assets

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios and 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 Court should note that Sheriff would like to trade in thirteen (13) glock firearms for (13) glock firearms with G.T. Distributors.

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

DATE

COUNTY JUDGE



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

Date: March 30, 2010

MEMORANDUM

To: Bonnie Floyd, Purchasing
From: ^{mw} Maria Wedhorn, Financial Analyst Sr.
Subj: 13 Glock; Surplus/Trade In

The Sheriff's Office is requesting that Purchasing assist us in declaring surplus on thirteen Glocks (pistols) currently being used by the TCSO SWAT Team. Once the Glocks have been declared surplus the Sheriff's Office is requesting to use the surplus as a trade in with G.T Distributor to procure thirteen new Glocks and Stream lights.

Attached please find a list of the Glocks that were purchased using General Fund prior to FY2003 that are in need of replacement.

In addition: Attached is a quote received by G.T Distributor dated 01/11/10 referencing the price for the new Glocks and trade in value. The Travis County Sheriff's Office Federal Forfeiture Committee has approved the purchase of the thirteen new weapons using Federal Forfeiture funds. The total procurement transaction is \$2,876.90.

The Travis County Sheriff's Office Range Master will be responsible for the inventory of the thirteen new weapons.

Thank You in advance for assisting TCSO and if you have any questions please feel free to give me a call at 854-4474.

TRAVIS COUNTY SHERIFF'S OFFICE **REQUEST FOR NON-APPROPRIATED FUNDS EXPENDITURE**

Request is made for services, supplies, equipment, training, or other, as indicated below, from


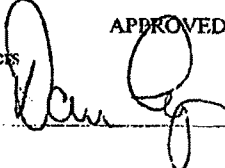
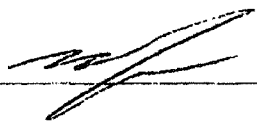
☐ Federal Forfeited Property Funds ☐ L.E.O.S.E. Funds
☐ State Forfeited Property Funds ☐ S.C.A.T.T. Funds

For Forfeiture Funds, this expenditure will enhance law enforcement by _____ providing a replacement for
 the necessary tools of the TCSO SWAT Team.

Requested by: Sgt. Bryan Whoolery		Date: _____
<input type="checkbox"/> Equipment	13 Glock PT22507 w/night sights and tac light	\$ 2,876.90
<input type="checkbox"/> Supplies	_____	\$ _____
<input type="checkbox"/> Services	_____	\$ _____
TOTAL		\$ 2,876.90
 <input type="checkbox"/> Training/Travel:		
Purpose: _____		
Location: _____		
Dates:	Depart _____	Return _____
Attendees: _____		

Registration	_____	\$ _____
Travel	_____	\$ _____
Lodging	_____	\$ _____
Meals	_____	\$ _____
Other (describe)	_____	\$ _____
TOTAL		\$ _____

Attach appropriate documentation (applications, receipts, invoices, etc.)

The signers below certify that the expenditures requested herein are in keeping with the statutes and guidelines governing utilization of such funds.			
FISCAL REVIEW by:	FUNDS AVAILABLE	YES	NO
FORFEITURE COMMITTEE:	APPROVED <input checked="" type="checkbox"/>	DENIED <input type="checkbox"/>	DATE 2-18-10
Initials/signatures of 3 committee members			
			
Sheriff's Signature			
**Committee: Indicate the amount expected to be reimbursed by the General Fund			
ATTACH APPROVED ENCUMBRANCE)			\$ _____

FISCAL AND BUDGET OFFICE USE ONLY

Check# _____ Account: _____ Date Issued: _____

Reimbursement Amount: _____ Date: _____

Type	Make	Model	Caliber	Serial Numb	Bbl Length	Sight	Light	Stock
Pistol	Glock		22	40DXD249US		4.5Night	M3	N/A
Pistol	Glock		22	40DXD250US		4.5Night	M3	N/A
Pistol	Glock		22	40DXD251US		4.5Night	Personal	N/A
Pistol	Glock		22	40DXD252US		4.5Night	M3	N/A
Pistol	Glock		22	40DXD253US		4.5Night	Personal	N/A
Pistol	Glock		22	40DXD254US		4.5Night	M3	N/A
Pistol	Glock		22	40DXD255US		4.5Night	M3	N/A
Pistol	Glock		22	40DXD256US		4.5Night	M3	N/A
Pistol	Glock		22	40DXD257US		4.5Night	M3	N/A
Pistol	Glock		22	40DXD258US		4.5Night	M3	N/A
Pistol	Glock		22	40DXD259US		4.5Night	M3	N/A
Pistol	Glock		22	40DXD260US		4.5Night	Personal	N/A
Pistol	Glock		22	40DXD261US		4.5Night	M3	N/A



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298

Quote:	QTE0035583
Date:	1/11/2010
Page:	1

Bill To:

Travis Co (TX)
County Auditor
P.O. Box 1748
Austin TX 78767

Ship To:

Travis Co (TX)
5555 Airport Blvd
Attn: Brian Whoolery
Austin TX

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
GLOCK 011110	000001	DJ	FACTORY DIRECT	NET 15	0/0/0000	592,872
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
13	GLOCK-PT22507*	Glock RTF 22 with Glock Night Sights	EA	\$409.00	\$5,317.00	
13	STL-69110	Streamlight-TLR-1 Tact. Light	EA	\$87.30	\$1,134.90	
1	TRADE-IN	Trade In	EA	(\$3,575.00)	(\$3,575.00)	
		See attached list of guns.				

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Thank you, Your salesperson was Vince
Bryan Whoolery 512-854-9769
bryan.woolery@co.travis.tx.us

Subtotal	\$2,876.90
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$2,876.90



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 3/30/10

Voting Session: Tuesday, April 6, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. ⁵~~4~~, FOR RATIFICATION OF SERVICES PROVIDED UNDER INTERLOCAL AGREEMENT NO. IL040243RE, WITH AUSTIN INDEPENDENT SCHOOL DISTRICT, FOR AFTER SCHOOL PROGRAM. (HHS)

Points of Contact:

Purchasing: Michael Long

Department: HHS, Sherri Fleming

County Attorney (when applicable): Mary Etta Gerhardt

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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

Through this Agreement, Austin Independent School District (AISD) provides after school activities for students attending Pearce and Webb middle schools.

Beginning October 1, 2008 and continuing through September 30, 2009, an amendment was approved to add the services of the Harvest Foundation.

This Agreement was renewed without the inclusion of services to be provided by Harvest Foundation Program.

Approval of this modification will ratify the provisions, as stated in the attached recitals, of Harvest Foundation Program services under this Agreement which began October 1, 2009 and have continued to this date.

APPROVED _____ **DISAPPROVED** _____

Samuel T. Biscoe

Travis County Judge

Date



**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: March 23, 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: AISD After-School Care contract amendment

Proposed Motion:

Consider and take appropriate action to approve amending the AISD After-School Care contract to include the FY'10 conference schedule for the Harvest Foundation program and update the contract's financial forms.

Summary and Staff Recommendations:

Travis County entered into a contract with the Austin Independent School District (AISD) to implement a pilot program during FY'05 to provide after-school activities for students attending Pearce and Webb middle schools. AISD serves as the lead agency in a collaboration that includes the Boys and Girls Club, Council On At Risk Youth (CARY), Communities In Schools (CIS), Veteran Tutors and other organizations. This collaboration offers a wide variety of classes and activities that include tutoring in all subjects, programs to help students make the transition to middle school and high school, recreation, fitness, character and leadership development, violence prevention, life skills, and the arts. The Commissioners Court approved expanding the program to the Ann Richards School for Young Women Leaders and Gus Garcia Middle School in FY'08.

The Commissioners Court approved \$25,000 for FY'09 and FY'10 to add the Harvest Foundation program to this contract. The Harvest Foundation works in various Travis County high schools and middle schools to identify strategies to reduce the dropout rate

and improve academic performance among minority students, both male and female. Specific activities include hosting a series of conferences at the various schools on topics such as individual responsibility, goal setting, career choices, conflict management, etc. Harvest Foundation provides mentors to help students improve their grades and deal with other issues they may be facing at school. Harvest Foundation representatives also act as mediators between parents, teachers and school officials on issues of concern.

This amendment adds the FY'10 conference schedule for the Harvest Foundation program to the contract and updates the contract's financial forms. TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

The FY'10 contract amount is \$569,800. This includes \$25,000 for the Harvest Foundation program and \$544,800 for the after-school program. The contract follows the county fiscal year. The contract number is IL040243RE.

Issues and Opportunities:

The after-school program served 1,035 students from Fall 2008 through Spring 2009. Activities were focused on keeping students engaged in their education, increasing academic achievement, improving life skills, building character, preparing students for college and careers, and helping to create a safer community.

Background:

As the lead partner of the collaborative, AISD is responsible for the management and coordination of the program in addition to data collection, record keeping, fiscal management, and evaluation reporting.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Assistant Purchasing Agent, Travis County Purchasing Office

DAVID A. ESCAMILLA
COUNTY ATTORNEY

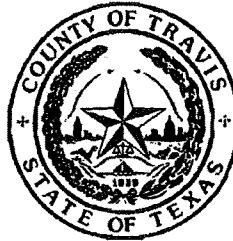
RANDY T. LEAVITT
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

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

P. O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-8513
FAX: (512) 854-4808



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TOM NUCKOLS *

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

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

February 17, 2010

Vania Ramaekers
Travis County Purchasing
Austin, Texas 78767

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
FEB 17 PM 1:43

RE: Amendment of Interlocal With
Austin Independent School District for
After-School Care - Harvest Foundation Program

Dear Vania:

Enclosed are five (5) originals of each of the above interlocal amendment.

The "Description of Changes" should read:

The above referenced interlocal agreement, which was renewed through September 30, 2010, is hereby ratified and modified to reflect the following changes:

1. Ratify services provided between October 1, 2009, and the date of execution.
2. Amend the attachments as to the Harvest Foundation Program as set forth in the amendment document included in this Modification.
3. Other changes as set forth in the attachment to this Modification.

Please consider this approval as to legal form and coordinate with John Bradshaw, HHSD, to complete the attachments and have this item placed on the Commissioners Court agenda.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary Etta Gerhardt".

Mary Etta Gerhardt
Assistant County Attorney

RATIFICATION AND AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND
AUSTIN INDEPENDENT SCHOOL DISTRICT FOR
OUT-OF-SCHOOL PROGRAM SERVICES
INCLUDING THE HARVEST FOUNDATION CONFERENCES PROGRAM

This Ratification and Amendment of written instrument ("Amendment") is entered into by the following parties: Travis County, a political subdivision of the state of Texas ("County"), and Austin Independent School District ("AISD"), a state agency.

RECITALS

County entered into a contract with AISD to provide out-of-school program services, the Initial Term of which was effective August 17, 2004, and terminating September 30, 2004 ("Agreement").

AISD agreed to provide services and activities for indigent and other qualified recipients in accordance with the terms of the Agreement, including the attachments thereto, during any approved Agreement period.

Under the terms of the Agreement, the term has previously been renewed through the current Agreement Term beginning October 1, 2009, and ending September 30, 2010 ("2010 Renewal Term").

The Agreement allows the Parties to make changes to the Agreement where such change is in writing and signed by both parties.

Pursuant to the Agreement, the Parties previously amended the Agreement to include the County's participation in the Harvest Foundation Program ("Harvest Foundation Amendment") with services beginning October 1, 2008, and continuing through September 30, 2009 ("2009 Renewal Term").

The Parties inadvertently renewed the Agreement without including the documentation related to the Harvest Foundation Program.

The Parties desire to ratify the provision of Harvest Foundation Program services under the Agreement which began October 1, 2009, and have continued to this date, as set forth in this Amendment, and to amend the Agreement pursuant to the applicable Agreement terms to include the terms for continued provision of the Harvest Foundation Program.

In consideration of the mutual benefits to be received through the following changes, County and AISD agree to change the Agreement as follows:

1.0 AGREEMENT TERM.

1.1 **2010 Renewal Term.** The Parties agree that the Agreement is currently operating under the terms of the Agreement as set forth for that time period beginning October 1, 2009, and ending September 30, 2010 ("2010 Renewal Term").

1.2 **Amendment Term.** The Parties agree that the terms of this Amendment will apply to the provision of services during the 2010 Renewal Term.

EXHIBIT 1

Harvest Foundation Program 2009 - 2010 Conference Schedule

Harvest Foundation Program 2009 - 2010

Date	School	Topic		
October 10th, 2009	Connally High School	Crossroads of Urban Education, History and Now		
November 14th, 2009	Pearce Middle School	Toward an Urban-Reform Agenda in Education and Society		
January 30th, 2010	Reagan High School	Urban Affluence, Influence and Congruence		
February 20th, 2010	Manor High School	Urban Life: Formation, Perception, Representation		
March 27th, 2010	Dobie Middle School	Urban Villages and the Making of Communities		
April 24th, 2010	Garcia Middle School	The American Dream for Urban Populations		
May 15th, 2010	LBJ High School	Urban Accuracy in Shifting Times		
September 25, 2010	TBD	TBD		

[illegible]

EXHIBIT 2

2010 Updated Forms:

- (a) Compliance Certification Form
- (b) Payment Request Form
- (c) Travis County Contract Expenditure Report
- (d) Budget Revision Request
- (e) Contract Summary Report Form -
13th Payment Request
- (f) Contract Expenditure Report -
Supplemental

Travis County Social Services Contract

PAYMENT REQUEST

Invoice Number: **IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice**

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
Austin Independent School District 1111 W. 6th Street Austin, TX 78703 Phone: (512) 414-0222		
	Contract Term	PAYMENT REQUEST AMOUNT
		\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (<u>excludes</u> Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION (<i>Must be completed by Contractor</i>)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Authorized Signature	Title	Date
Preparer's Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
Contract Manager's Signature	Name and Title	Date
	John Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORTInv. #:

Report Period:

Agency: Austin Independent School DistrictProgram: 0Agency contact: 0Phone: 0

Current contract term:

E-mail: 0Fax: 0

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures	Cumulative Expenditures	Budget Balance
	PERSONNEL				
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries - OVERTIME (Travis Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
	OPERATING EXPENSES				
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rate share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - within Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Tmg. within Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - out of Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Tmg out of Travis County	0.00	0.00	0.00	0.00
13	Other (specify) -	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
	DIRECT ASSISTANCE				
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17	Other (specify)	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
	EQUIPMT./CAPITAL OUTLAY				
19	List Items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT./ CAPITAL	0.00	0.00	0.00	0.00
	RECOVERED ADVANCE PAYMENTS				
	Note: any amounts on line E must be input as negative dollars (reimbursed)				
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00
	Maximums Allowable	0.00	0.00	0.00	

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY:

Reviewed & approved by: _____

Date: _____

BUDGET REVISION REQUEST - SOCIAL SERVICES CONTRACT

Travis County Health and Human Services & Veterans Service

Agency Name: Austin Independent School District

Revision for: TRAVIS COUNTY Funding Only

Program Name:

AGENCY: Refer to any applicable contract section(s) and / or attachment(s) when using this form

Revision Number: (No.)

Contract Term:

Effective Date for Revision: (date to be effective)

Notice: the line items in this form are NOT directly linked to the monthly "...Exp Rpt" forms - you must still input your revised budget line items (when approved) into the next applicable monthly "...Exp Rpt" form as usual

Line	Item	Approved Budget	Prior Approval Required ?	Adjustment Amt. (Indicate + or -)	Revised Budget
PERSONNEL					
1	Salaries - REGULAR time				0.00
2	Salaries-OVERTIME (Travis Co. only)				0.00
3	Benefits				0.00
4	Other (Specify)		YES		0.00
A	SUBTOTAL - PERSONNEL	0.00		0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses				0.00
6	Insurance/Bonding				0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)				0.00
8	Consultants / Contractual				0.00
9	Staff Travel - within Travis County				0.00
10	Conference/Seminars/Tmg. within Travis Co.				0.00
11	Staff Travel - out of Travis Co.		YES		0.00
12	County		YES		0.00
13	Other (specify) -		YES		0.00
14	0		YES		0.00
B	SUBTOTAL - OPER. EXPENSES	0.00		0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients				0.00
16	Financial Assistance to Individuals (e.g., rent, mortgage, utilities)				0.00
17	Other (specify)		YES		0.00
18	0		YES		0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00		0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List items (specify equipmt/capit.)		YES		0.00
20	0		YES		0.00
D	SUBTOTAL - EQPMT./CAPITAL	0.00		0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00		0.00	0.00

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY:

Reviewed & approved by: _____

Date: _____

CONTRACT SUMMARY REPORT
Travis County Health HHS & VS

2010 FINANCIAL SUMMARY / 13th PAYMENT REQUEST

Agency Name: <u> AISD </u> Address: <u> 1111 W. 6th Street, Austin, TX 78703 </u> Program Name: _____ For the period of: _____	<div style="border: 1px solid black; padding: 5px; text-align: center;"> (if applicable) Invoice Number: <u> nnXX </u> </div> <div style="font-size: small; text-align: center;"> (Agency replaces the 4 digits above) </div> <div style="border: 1px solid black; padding: 5px;"> IMPORTANT: THIS FORM INCLUDING ALL APPLICABLE ATTACHMENTS <u>MUST BE SUBMITTED SEPARATELY FOR EACH CONTRACTED PROGRAM</u> </div>
---	--

Agency: Input your actual amounts into green-shaded cells only - all other amounts are calculated automatically. Attach using adjacent spreadsheet a 13th Expenditure Report and Compliance Certification form for each amount greater than \$0 in Line 8.

*** YOU MUST INCLUDE A FULL EXPLANATION FOR ANY NON-ZERO AMOUNTS IN LINES 2 OR 8 ***

	Travis County
1. Program Maximum Amount	\$0.00
2. Unexpended contract Balance released back to County ***	\$0.00
3. Total Amount for all Eligible Program Expenditures *	\$0.00
4. TOTAL PROGRAM EXPENDITURES	\$0.00
5. Total Regular Payments Received plus Invoiced * for Expenditures	\$0.00
6. (plus) Total Advance Payments Received by Agency	\$0.00
7. TOTAL PAYMENTS RECEIVED/ INVOICED BY AGENCY	\$0.00
8. DIFFERENCE: line 4 MINUS line 7 ***	\$0.00
<p>- <u>13th Payment Request</u> - If line 8 is greater than zero, corresponding column is the amount payable by the County - add a unique 4-digit Invoice Number into cell G6 above, and include a 13th Expenditure Report using the adjacent spreadsheet, with line item detail for all remaining amounts payable, also include a Compliance Certification form.</p> <p>OR: - <u>Refund Due from Agency</u> - If line 8 is less than zero, corresponding column shows the amount to be refunded by the agency - please attach check(s) payable to Travis County.</p> <p>* Do not include any interest due or interest paid by Travis County for late payment(s)</p>	

Explanation
required here →
for all non-zero
amounts in lines 2 and
8, and for any other
items needing to be
explained
→

I certify that all information provided is complete and accurate, that any unexpended balances shown in line 2 are released, and that this document and any attachments have been made in accordance with the terms and conditions of this contract.

X _____
(Executive Director OR Board Chair) Print Name Date Signed

X _____
(Travis County staff reviewing this document) Print Name Date Signed

13th/ Supplemental CONTRACT EXPENDITURE REPORT

Invoice Number: nnXX

Agency: AISD

Program: 0

Agency contact: Name

Phone: number

E-mail: address

Fax: number

Supplemental invoice for period of:

0

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures Payable	Total Paid + Payable Expenditures	Budget Balance
	PERSONNEL				
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
	OPERATING EXPENSES				
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - <u>within</u> Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Tmg. <u>within</u> Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - <u>out of</u> Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Tmg <u>out of</u> Travis County	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00
14		0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
	DIRECT ASSISTANCE				
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17	Other (specify)	0.00	0.00	0.00	0.00
18		0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
	EQUIPMT./CAPITAL OUTLAY				
19	List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20		0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT / CAPITAL	0.00	0.00	0.00	0.00
	RECOVERED ADVANCE PAYMENTS				
	Note: any amounts on line E must be input as negative dollars (reimbursed)				
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis County USE ONLY:

Reviewed & approved by: _____

Date: _____

MODIFICATION OF CONTRACT NUMBER: <u>IL040243RE After School Care</u>		PAGE 1 of 11 pages
ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Michael Long TEL. NO: (512) 854-4850 FAX NO: (512) 854-9185	DATE PREPARED: March 2, 2010
ISSUED TO: Austin Independent School District Department of School, Family and Community Education 3908 Avenue B Austin, Texas 78751	MODIFICATION NO.: 5	EXECUTED DATE OF ORIGINAL CONTRACT: August 17, 2004
ORIGINAL CONTRACT TERM DATES: <u>August 17, 2004-September 30, 2004</u>		CURRENT CONTRACT TERM DATES: <u>October 1, 2009 – September 30, 2010</u>
FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: <u>\$308,643.00</u> Current Modified Amount \$		
DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect. The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment: <ol style="list-style-type: none"> 1. Ratify services provided between October 1, 2009, and the date of execution. 2. Amend the attachments as to the Harvest Foundation Program as set forth in the amendment document included in the modification. 3. Other changes as set forth in the attachment to this modification. 		
The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.		
Note to Vendor/City: <input checked="" type="checkbox"/> Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County. <input type="checkbox"/> DO NOT execute and return to Travis County. Retain for your records.		
LEGAL BUSINESS NAME: <u>Austin ISD</u> BY: <u>Gloria L. Williams</u> <small>SIGNATURE</small> BY: <u>Gloria L. Williams</u> <small>PRINT NAME</small> TITLE: <u>Director</u> <small>ITS DULY AUTHORIZED AGENT</small>		<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: <u>3/12/10</u>
TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> <small>CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT</small>		DATE: <u>3/30/10</u>
TRAVIS COUNTY, TEXAS BY: _____ <small>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE</small>		DATE: _____

IL040243RE

RATIFICATION AND AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND
AUSTIN INDEPENDENT SCHOOL DISTRICT FOR
OUT-OF-SCHOOL PROGRAM SERVICES
INCLUDING THE HARVEST FOUNDATION CONFERENCES PROGRAM

This Ratification and Amendment of written instrument ("Amendment") is entered into by the following parties: Travis County, a political subdivision of the state of Texas ("County"), and Austin Independent School District ("AISD"), a state agency.

RECITALS

County entered into a contract with AISD to provide out-of-school program services, the Initial Term of which was effective August 17, 2004, and terminating September 30, 2004 ("Agreement").

AISD agreed to provide services and activities for indigent and other qualified recipients in accordance with the terms of the Agreement, including the attachments thereto, during any approved Agreement period.

Under the terms of the Agreement, the term has previously been renewed through the current Agreement Term beginning October 1, 2009, and ending September 30, 2010 ("2010 Renewal Term").

The Agreement allows the Parties to make changes to the Agreement where such change is in writing and signed by both parties.

Pursuant to the Agreement, the Parties previously amended the Agreement to include the County's participation in the Harvest Foundation Program ("Harvest Foundation Amendment") with services beginning October 1, 2008, and continuing through September 30, 2009 ("2009 Renewal Term").

The Parties inadvertently renewed the Agreement without including the documentation related to the Harvest Foundation Program.

The Parties desire to ratify the provision of Harvest Foundation Program services under the Agreement which began October 1, 2009, and have continued to this date, as set forth in this Amendment, and to amend the Agreement pursuant to the applicable Agreement terms to include the terms for continued provision of the Harvest Foundation Program.

In consideration of the mutual benefits to be received through the following changes, County and AISD agree to change the Agreement as follows:

1.0 AGREEMENT TERM.

1.1 **2010 Renewal Term.** The Parties agree that the Agreement is currently operating under the terms of the Agreement as set forth for that time period beginning October 1, 2009, and ending September 30, 2010 ("2010 Renewal Term").

1.2 **Amendment Term.** The Parties agree that the terms of this Amendment will apply to the provision of services during the 2010 Renewal Term.

IL040243RE

2.0 AMENDMENT

2.1 **Harvest Foundation Program.** The Parties agree to ratify the Agreement as to those Harvest Foundation Program services provided prior to the execution of this Amendment; and amend the Agreement for the 2010 Renewal Term by adding the Harvest Foundation Program as set forth in this Amendment, including the exhibits attached to this Amendment. The Parties agree that the Harvest Foundation Program will be provided under the same terms and conditions as in the 2009 term, unless specifically amended herein.

2.2 **Exhibits.** The exhibits enumerated and denominated below are hereby made a part of this Amendment, and constitute promised performances by AISD in accordance with all terms of the Agreement as amended:

- 2.2.1 Exhibit 1 Harvest Foundation Program 2009 - 2010 Conference Schedule
- 2.2.2 Exhibit 2 2010 Updated Forms:
 - (a) Compliance Certification Form
 - (b) Payment Request Form
 - (c) Travis County Contract Expenditure Report
 - (d) Budget Revision Request
 - (e) Contract Summary Report Form -
13th Payment Request
 - (f) Contract Expenditure Report -
13th Supplemental

Those exhibits not specifically changed in this Amendment remain in full force and effect.

3.0 EXHIBIT 1 - ATTACHMENT A-09. "2009 AMENDMENT WORK STATEMENT, PERFORMANCE MEASURES AND BUDGET" - HARVEST FOUNDATION PROGRAM

3.1 The Parties agree to amend Section IX of Attachment A-09, as added by the Harvest Foundation Amendment, by substituting the schedule set forth in Exhibit 1, Section 2.2.1 of this Amendment, for the 2010 Renewal Term. The Parties understand and agree that this schedule is subject to change as to the date, location and topics, by prior written notification by Contractor to County through the Executive Manager. Contractor will maintain the obligation to provide no less than eight (8) conferences during the 2010 Renewal Term, and County maintains the right to review and approve any change in topic of any conference.

4.0 OTHER TERMS

4.1 The Parties agree that all other terms of the Agreement, including but not limited to the Harvest Foundation Amendment, not specifically changed in this Amendment remain in full force and effect.

5.0 INCORPORATION

5.1 County and AISD hereby incorporate this Amendment into the Agreement and hereby incorporate the Agreement into this Amendment for the purposes of interpretation of both. Except for the changes made in this Amendment, County and AISD hereby ratify all terms and conditions of the Agreement. The Agreement with the changes made in this Amendment, constitutes the entire agreement between the parties and supersedes any prior undertaking or written or oral agreements or representations between the parties.

6.0 EFFECTIVE DATE

6.1 This Amendment shall be effective October 1, 2009, when fully executed by County and AISD.

IL040243RE

EXHIBIT 1

Harvest Foundation Program 2009 - 2010 Conference Schedule

[illegible]

IL040243RE

EXHIBIT 2

2010 Updated Forms:

- (a) Compliance Certification Form
- (b) Payment Request Form
- (c) Travis County Contract Expenditure Report
- (d) Budget Revision Request
- (e) Contract Summary Report Form -
13th Payment Request
- (f) Contract Expenditure Report -
Supplemental

Travis County Social Services Contract

PAYMENT REQUEST

Invoice Number: **IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice**

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
Austin Independent School District 1111 W. 6th Street Austin, TX 78703 Phone: (512) 414-0222		
	Contract Term	PAYMENT REQUEST AMOUNT
		\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (<u>excludes</u> Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION (<i>Must be completed by Contractor</i>)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Authorized Signature	Title	Date
Preparer's Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
Contract Manager's Signature	Name and Title	Date
	John Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORTInv. #:

Report Period: _____

Agency: Austin Independent School DistrictProgram: 0Agency contact: 0Phone: 0

Current contract term: _____

E-mail: 0Fax: 0

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures	Cumulative Expenditures	Budget Balance
	PERSONNEL				
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries - OVERTIME (Travis Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
	OPERATING EXPENSES				
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - <u>within</u> Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Trng. <u>within</u> Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - <u>out of</u> Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Trng <u>out of</u> Travis County	0.00	0.00	0.00	0.00
13	Other (specify) -	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
	DIRECT ASSISTANCE				
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17	Other (specify)	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
	EQUIPMT./CAPITAL OUTLAY				
19	List items (specify equipmt/caplt.)	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT./CAPITAL	0.00	0.00	0.00	0.00
	RECOVERED ADVANCE PAYMENTS	Note: any amounts on line E must be input as negative dollars (reimbursed)			
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00
	Maximums Allowable	0.00	0.00	0.00	

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY:

Reviewed & approved by: _____

Date: _____

BUDGET REVISION REQUEST - SOCIAL SERVICES CONTRACT

Travis County Health and Human Services & Veterans Service

Agency Name: Austin Independent School District

Revision for: TRAVIS COUNTY Funding Only

Program Name:

AGENCY: Refer to any applicable contract section(s) and / or attachment(s) when using this form

Revision Number: (No.)

Contract Term:

Effective Date for Revision: (date to be effective)

Notice: the line items in this form are NOT directly linked to the monthly "...Exp Rpt" forms - you must still input your revised budget line items (when approved) into the next applicable monthly "...Exp Rpt" form as usual

Line	Item	Approved Budget	Prior Approval Required ?	Adjustment Amt. (indicate + or -)	Revised Budget
PERSONNEL					
1	Salaries - REGULAR time				0.00
2	Salaries-OVERTIME (Trav.Co. only)				0.00
3	Benefits				0.00
4	Other (Specify)		YES		0.00
A	SUBTOTAL - PERSONNEL	0.00		0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses				0.00
6	Insurance/Bonding				0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)				0.00
8	Consultants / Contractual				0.00
9	Staff Travel - within Travis County				0.00
10	Conference/Seminars/Tmg. within Travis Co.				0.00
11	Staff Travel - out of Travis Co.		YES		0.00
12	County		YES		0.00
13	Other (specify) -		YES		0.00
14	0		YES		0.00
B	SUBTOTAL - OPER. EXPENSES	0.00		0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients				0.00
16	Financial Assistance to Individuals (e.g., rent, mortgage, utilities)				0.00
17	Other (specify)		YES		0.00
18	0		YES		0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00		0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List items (specify equipmt/capit.)		YES		0.00
20	0		YES		0.00
D	SUBTOTAL - EQPMT./CAPITAL	0.00		0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00		0.00	0.00

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY:

Reviewed & approved by: _____

Date: _____

CONTRACT SUMMARY REPORT
Travis County Health HHS & VS

2010 FINANCIAL SUMMARY / 13th PAYMENT REQUEST

(If applicable) Invoice Number: **nnXX**

Agency Name: **AISD**

(Agency replaces

Address: **1111 W. 6th Street, Austin, TX 78703**

the 4 digits above)

Program Name:

For the period of:

**IMPORTANT: THIS FORM INCLUDING ALL APPLICABLE
 ATTACHMENTS MUST BE SUBMITTED SEPARATELY FOR
 EACH CONTRACTED PROGRAM**

Agency: Input your actual amounts into green-shaded cells only - all other amounts are calculated automatically. Attach (using adjacent spreadsheets)

a 13th Expenditure Report and Compliance Certification form for each amount greater than \$0 in Line 8.

*** YOU MUST INCLUDE A FULL EXPLANATION FOR ANY NON-ZERO AMOUNTS IN LINES 2 OR 8 ***

	Travis County
1. Program Maximum Amount	\$0.00
2. Unexpended contract Balance released back to County ***	\$0.00
3. Total Amount for all Eligible Program Expenditures *	\$0.00
4. TOTAL PROGRAM EXPENDITURES	\$0.00
5. Total Regular Payments Received plus Invoiced * for Expenditures	\$0.00
6. (plus) Total Advance Payments Received by Agency	\$0.00
7. TOTAL PAYMENTS RECEIVED/ INVOICED BY AGENCY	\$0.00
8. DIFFERENCE: line 4 MINUS line 7 ***	\$0.00
<p>- <u>13th Payment Request</u> - if line 8 is greater than zero, corresponding column is the amount payable by the County - add a unique 4-digit Invoice Number into cell G6 above, and include a 13th Expenditure Report using the adjacent spreadsheet, with line item detail for all remaining amounts payable, also include a Compliance Certification form.</p> <p>OR: - <u>Refund Due from Agency</u> - if line 8 is less than zero, corresponding column shows the amount to be refunded by the agency - please attach check(s) payable to Travis County.</p> <p>* Do not include any interest due or interest paid by Travis County for late payment(s)</p>	

Explanation
 required here →
 for all non-zero
 amounts in lines 2 and
 8, and for any other
 items needing to be
 explained
 →

I certify that all information provided is complete and accurate, that any unexpended balances shown in line 2 are released, and that this document and any attachments have been made in accordance with the terms and conditions of this contract.

X

(Executive Director OR Board Chair)

Print Name

Date Signed

X

(Travis County staff reviewing this document)

Print Name

Date Signed

13th/ Supplemental CONTRACT EXPENDITURE REPORT

Invoice Number: nnXX

Agency: AISD

Program: 0

Agency contact: Name

Phone: number

E-mail: address

Fax: number

Supplemental invoice for period of:

0

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures Payable	Total Paid + Payable Expenditures	Budget Balance
	PERSONNEL				
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
	OPERATING EXPENSES				
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - <u>within</u> Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Tmg. <u>within</u> Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - <u>out of</u> Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Tng <u>out of</u> Travis County	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00
14		0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
	DIRECT ASSISTANCE				
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17	Other (specify)	0.00	0.00	0.00	0.00
18		0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
	EQUIPMT/CAPITAL OUTLAY				
19	List items (specify equipmt/caplt.)	0.00	0.00	0.00	0.00
20		0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT./ CAPITAL	0.00	0.00	0.00	0.00
	RECOVERED ADVANCE PAYMENTS	Note: any amounts on line E must be input as negative dollars (reimbursed)			
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis County USE ONLY:

Reviewed & approved by: _____

Date: _____

#

13

Travis County Commissioners Court Agenda RequestVoting Session 4/6/10
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Carol B. Gieselman
Executive Manager, TNRB. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Robinson Tract, LLC, for River Hills Road Drainage Improvements fiscal for the La Puente Condominium Project in Precinct 3.**C. Approved by: _____
Commissioner Karen Huber, Precinct 3II. 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

Darla Vasterling – 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

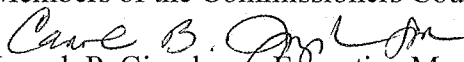
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER


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

MEMORANDUM

DATE: March 19, 2010

TO: Members of the Commissioners Court

THROUGH: 
Joseph P. Gieselman, Executive Manager

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

SUBJECT: Cash Security Agreement **River Hills Road Drainage Improvements** for the La Puente Condominium Project.

Summary and Staff Recommendation:

Robinson Tract, LLC, proposes to use this Cash Security Agreement for River Hills Road Drainage Improvements related to the La Puente Condominium Project. The funds are provided in lieu and in support of an approved detention waiver and are held in escrow with other similarly held funds for culvert improvements below River Hills Road. At the time that roadway improvements are constructed, these funds will be utilized for the costs of reconstructing the conveyance below River Hills Road.

Budgetary and Fiscal Impacts:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

Required Authorizations:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

Exhibits:

Cash Security Agreements (1)
Map

TC:AMB:tc

1102 La Puente Condominiums

CODE: 1102

RECEIVED

FEB 17 2010

TNR

CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Robinson Tract, LLC

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$2,318.00

PROJECT: River Hills Road Drainage Improvements
In reference to the La Puente Condominium Project

DATE OF POSTING:

EXPIRATION DATE: None

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

The County considers such a drawing on the escrowed funds to be necessary for payment of off-site drainage improvements to be constructed at River Hills Road for the benefit of La Puente Condominium Project and in conjunction with the proposed county project – River Hills Road Drainage Improvements. No further substantiation of the necessity of the draw is required by this Agreement.

Partial drafts and reductions in the escrowed funds are permitted. Drafts will be honored within five calendar days of presentment. This Agreement may be revoked only by the consent of the DEVELOPER and TRAVIS COUNTY.

The escrowed funds will be invested, with interest earned at the rate Travis County receives for its 90-day accounts, and will be credited to the PROJECT to provide for any contingencies and change orders. Any funds remaining in escrow upon the approval of the PROJECT will be returned to the DEVELOPER.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge
Date: _____

Robinson Tract, LLC
By: Allen A. Reichman, Mgr
9501 N CAPITAL OF TX #102
AUSTIN, TX 78759
address
Date: 2-11-2010



14

Travis County Commissioners Court Agenda RequestVoting Session 4/6/2010
(Date)Work Session _____
(Date)I. A. Request made by: for Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNRB. 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 22 Block B in precinct 2.**C. Approved by: [Signature]
Commissioner Sarah Eckhardt, Precinct 2II. 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
____ GrantHuman 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

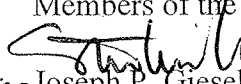
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER


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

MEMORANDUM

DATE: March 23, 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 Agreement, as follows: Lot 22 Block B \$2,287.44 Permit #10-0390 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 Agreements (2)
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 Pautsch

DEVELOPER/BUILDER: Harris, Nicol, Straub / Highland Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$2287.44

SUBDIVISION: The Commons @ Rowe Lane

DATE OF POSTING: 3-12-2010

EXPIRATION DATE: Three Years, or more 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 to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less 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.

CashSecurityAgreement/Sidewalks
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).

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Cynthia Hicock

Highland Homes, Ltd.
4201 W. Parmer Ln.
Bldg. B, Ste. 180
Austin, Texas 78727

PRINT: Cynthia Hicock

TITLE: Assistant Secretary

PHONE: 512-834-8429 x 108

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 Hicock 3-12-2010
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
	2600WIND		729-047-1202	2600 Windview Ln.	2,287.44	.00	2,287.44
Check 0055090 Total					2,287.44	.00	2,287.44

RECEIVED
MAR 11 2010
TNR

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

Bank of America

002210002074

0055090

DATE
03/05/2010

AMOUNT
\$2,287.44

PAY Two Thousand Two Hundred Eighty Seven and 44/100 Dollars

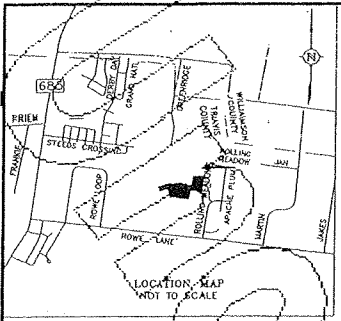
TO THE
ORDER
OF

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



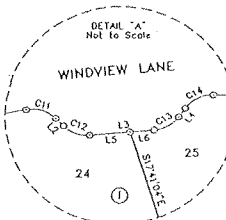
LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD WITH CAP SET
- BENCHMARK
- CONCRETE MONUMENT SET
- RIGHT-OF-WAY
- BUILDING SETBACK LINE
- PUBLIC UTILITY EASEMENT
- BLOCK LETTER
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS, TEXAS

ACREAGE	
BLOCK H	1.315 AC.
BLOCK I	1.581 AC.
BLOCK J	2.073 AC.
BLOCK K	0.439 AC.
BLOCK L	3.479 AC.
BLOCK M	0.221 AC.
BLOCK O	2.007 AC.
RIGHT-OF-WAY	3.622 AC.
TOTAL ACREAGE	14.137 AC.

CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BEARING
C3	6.0619°	825.00	87.81	87.88	N143°25'55"W
C4	90.0000°	15.00	23.56	21.21	S37°25'04"E
C5	90.0000°	15.00	23.56	21.21	S52°34'56"W
C6	90.0000°	15.00	23.56	21.21	N27°18'56"E
C7	90.0000°	15.00	23.56	21.21	N62°41'04"W
C8	6.0619°	775.00	82.58	82.54	N143°25'54"W
C9	25.1600°	325.00	143.32	142.16	S84°56'56"W
C10	7.8748°	275.00	33.82	33.80	N75°56'20"E
C11	25.8534°	10.00	9.94	9.53	S72°10'22"E
C12	3.0527°	10.00	8.89	8.60	S89°11'16"E
C13	5.0191°	10.00	8.90	8.61	N58°50'31"E
C14	58.5671°	10.00	9.94	9.53	N62°49'03"E
C15	6.7743°	275.00	30.22	30.20	S85°33'56"E
C16	90.0000°	15.00	23.56	21.21	S52°34'56"W
C17	90.0000°	15.00	23.56	21.21	N37°25'04"E
C18	21.4756°	155.00	58.97	58.62	S03°19'02"E
C19	21.4756°	205.00	78.00	77.53	N03°19'02"E
C20	90.0000°	15.00	23.56	21.21	N38°47'00"E
C21	90.0000°	15.00	23.56	21.21	N58°13'00"W
C22	34.4756°	155.00	58.97	58.62	N86°40'58"E
C23	21.4756°	205.00	78.00	77.53	S86°40'58"W
C24	52.0112°	15.00	13.62	13.16	S66°22'28"E
C25	18.4776°	15.00	16.33	9.25	S52°34'56"E
C26	22.8112°	25.00	13.62	13.16	N18°40'40"W
C27	90.0000°	15.00	23.56	21.21	S52°34'56"W
C28	1.4812°	775.00	24.42	24.41	N12°28'54"W
C29	47.801°	775.00	58.47	58.15	N15°32'03"W
C30	7.0258°	325.00	82.26	82.17	S72°44'12"W
C31	32.5500°	325.00	81.08	80.05	N69°33'46"W
C32	47.7300°	50.00	41.04	39.89	S53°53'32"E
C33	47.7300°	50.00	43.10	41.78	N77°52'58"E
C34	41.8100°	50.00	42.05	40.82	N29°30'42"E
C35	47.7300°	50.00	43.15	41.82	N19°42'58"W

LINE	BEARING	LENGTH
L1	N72°18'56"E	43.12
L2	S43°42'42"E	3.34
L3	N85°20'11"E	19.77
L4	N34°20'52"E	3.34
L5	N82°20'11"E	12.51
L6	N85°20'11"E	7.27
L7	N17°41'04"W	26.47
L8	S72°18'56"W	43.12
L9	N82°20'04"W	24.46
L10	S87°34'56"W	26.73
L11	N07°34'56"E	26.73
L12	N13°28'12"E	65.01
L13	S17°28'50"E	63.96
L14	S11°34'45"E	31.81
L15	S13°28'12"E	32.40
L16	S13°29'12"E	32.61
L17	S14°13'00"E	2.65
L18	N14°13'00"W	2.65
L19	N82°25'04"E	26.78
L20	N27°47'00"E	5.15
L21	S75°47'00"W	5.15
L22	N07°34'56"E	57.50
L23	N07°34'56"E	16.01
L24	S07°34'56"W	46.27



ORIGINAL DEED CORNER FOR 71.402 ACRE TRACT



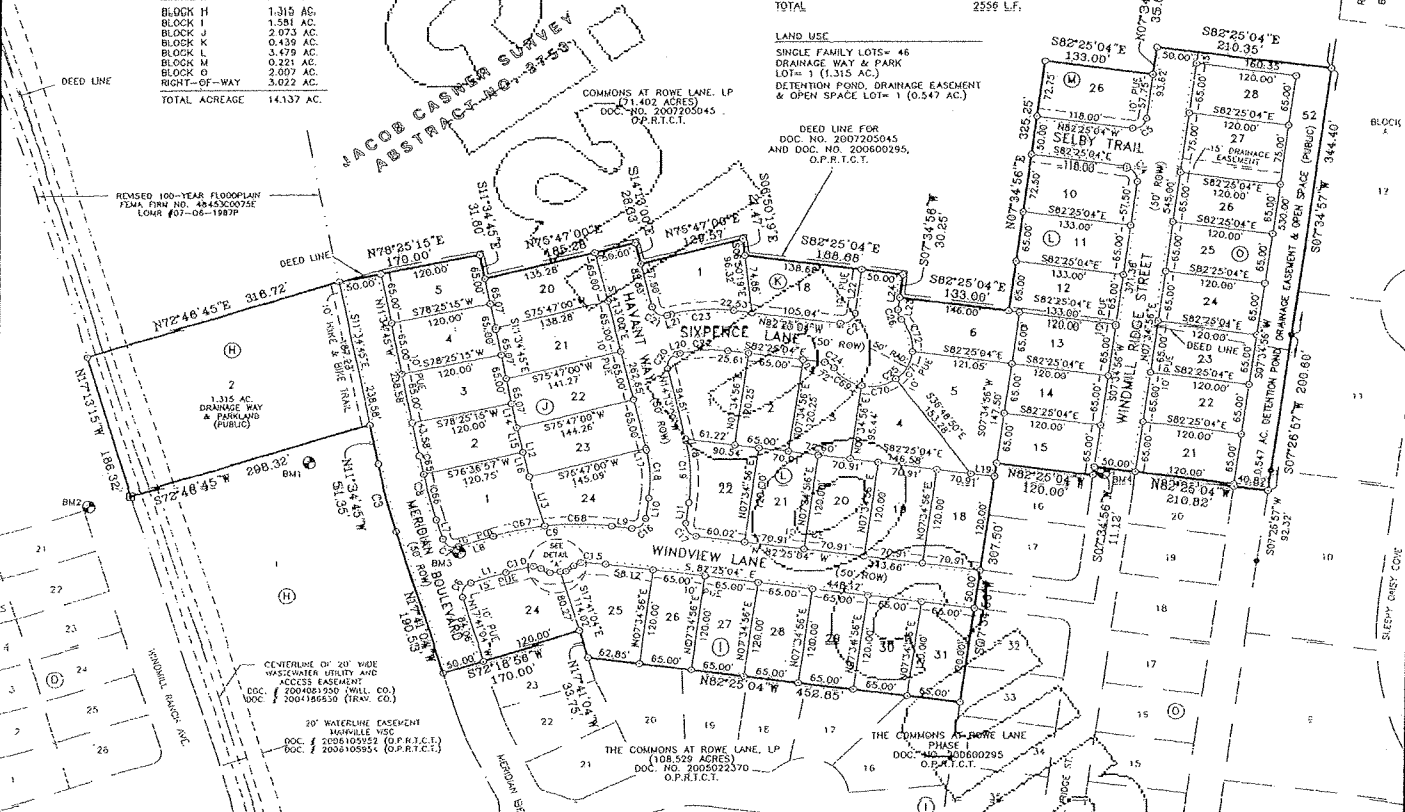
SCALE: 1" = 100'
FEBRUARY, 2008
TRAVIS COUNTY, TEXAS

LINEAR FEET OF NEW STREETS

MERIDIAN BOULEVARD	50' ROW	514 L.F.
WINDVIEW LANE	50' ROW	637 L.F.
HAVANT WAY	50' ROW	373 L.F.
SIXPENCE LANE	50' ROW	354 L.F.
WINDMILL RIDGE STREET	50' ROW	545 L.F.
SELBY TRAIL	50' ROW	133 L.F.
TOTAL		2356 L.F.

LAND USE
SINGLE FAMILY LOTS= 46
DRAINAGE WAY & PARK LOT= 1 (1.315 AC.)
DETENTION POND, DRAINAGE EASEMENT & OPEN SPACE LOT= 1 (0.547 AC.)

DEED LINE FOR
DOC. NO. 2007205045
AND DOC. NO. 200600295,
O.P.R.T.C.T.



THE COMMONS AT ROWE LANE, PHASE II A

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
2929 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76107
PHONE: (817)332-9500 FAX: (817)332-1400
14.137 AC.
JACOB CASNER SURVEY A-2753

ACREAGE: 14.137 AC.
SURVEY: 7
NUMBER OF BLOCKS: 8
NUMBER OF LOTS: 48
LINEAR FEET OF NEW STREETS: 2356 L.F.
DATE: FEBRUARY, 2008
SURVEYOR: ZAMORA-WARRICK AND ASSOCIATES, L.L.C.
4412 SPICEDWOOD SPRINGS RD., SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512)241-1078 FAX: (512)241-1392
ENGINEER: GRAY & JANSING & ASSOCIATES, INC.
8217 SHOAL CREEK BLVD., SUITE 200
AUSTIN, TEXAS 78757-7992
PHONE: (512)452-0371 FAX: (512)454-9033

BENCHMARK LIST

- BM#1: COTTON SPINDLE SET IN THE SOUTHWEST CORNER OF A 13' X 13' CONCRETE PAD APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RIDGE AVE. & COMMONS PARKWAY. NORTHING= 10,153,754.13 EASTING= 3,167,197.81 ELEV.= 687.07
- BM#2: 604 NAIL SET IN PAVEMENT APPROX. 7' WEST OF THE NORTHWEST CORNER OF LOT 21, BLOCK D, THE COMMONS AT ROWE LANE PHASE I, WITH COORDINATES: NORTHING= 10,152,703.44 EASTING= 3,166,933.22 ELEV.= 688.73
- BM#3: 604 SET APPROX. 380' NORTH OF INTERSECTION OF MERIDIAN BLVD. & COMMONS PARKWAY, WITH COORDINATES: NORTHING= 10,152,641.95 EASTING= 3,167,377.37 ELEV.= 687.11
- BM#4: PK NAIL SET IN PAVEMENT APPROX. 170' NORTH OF INTERSECTION OF WINDVIEW LN. & WINDMILL RIDGE ST. WITH COORDINATES: NORTHING= 10,152,739.86 EASTING= 3,168,153.24 ELEV.= 695.79

CUMULATIVE DENSITY CALCULATIONS

TOTAL NUMBER OF RESIDENTIAL UNITS: 46
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 12.275 AC.

ZWA
Zamora-Warrick & Associates, L.L.C.
Professional Land Surveyors
4412 Spicewood Springs Rd. Suite 200 Austin, Texas 78759
Tel (512) 241-1078 • Fax (512) 241-1392

DATE	BY	REVISIONS
06-04-08	MW	REVISE FLOOD PLAIN & NOTES PER GJA
05-13-08	MW	ADDRESS CITY OF PFLUGERVILLE COMMENTS
02-15-08	MW	ADDRESS CITY OF PFLUGERVILLE COMMENTS



GRAY & JANSING & ASSOCIATES, INC.
Consulting Engineers
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7992
(512)452-0371 FAX(512)464-9033

TECH: WOOD	SURV: CRZ	SHEET
DATE: FEBRUARY, 2008	SCALE: 1" = 100'	OF
DRAWING FILE: 06-015-11 PHASE 2A REV-SHEET.DWG		2
PROJECT: COMMONS @ ROWE LANE		
JOB NO: 06-015-11		

Travis County Commissioners Court Agenda RequestVoting Session 4/6/10
(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:

Consider and take appropriate action on:

A. **Indemnification Agreement with Cameron CrossRoads L.P. to fund the permanent traffic improvements along SH 130 south of Cameron Road, in Precinct 1.**

B. **Advanced Funding Agreement for Voluntary Transportation Improvement Projects with the State of Texas and Travis County for the permanent traffic improvements along SH 130 south of Cameron Road, in Precinct 1.**

C. Approved by:

Commissioner Ron Davis, Precinct One

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

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

Anna Bowlin: 854-7561 Donna Williams-Jones: 854-7677
Julie Joe: 854-4835 Henry Pearson: 314.3156 (fax)
Keith Stone: 214-219-5300 (fax)

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

____ Additional funding for any department or for any purpose

____ Transfer of existing funds within or between any line item budget

____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

March 26, 2010

TO: Members of the Commissioners Court

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

FROM: *AB* Anna Bowlin, A.I.C.P.
Division Director, Development Services

SUBJECT: SH 130 south of Cameron Road Funding Agreement and Indemnification Agreement

SUMMARY AND STAFF RECOMMENDATION:

The Texas Department of Transportation (TxDOT) has prepared an Advanced Funding Agreement (AFA) for a driveway and deceleration lane and the Cameron CrossRoads property along SH 130 south of Cameron Road. The existing driveway to the Cameron CrossRoads property, owned by Mr. Keith Stone, is located 2,000 feet south of Cameron Road at the end of a turn-around that accommodates two-way traffic on the north bound frontage road. The existing driveway will require modifications to allow large trucks to turn into the property after future development. TxDOT has requested that the driveway modification and a 300' long deceleration lane be constructed with their pending construction of the north bound frontage road of SH 130. The land owner is requesting to enter into an Advanced Funding Agreement (AFA) with TxDOT (Texas Department of Transportation) because TxDOT has indicated that they are ready to make the improvements at this time. TxDOT does not accept fiscal directly from the development community, instead requiring the fiscal to be passed through a local jurisdiction. TxDOT requires the local jurisdiction to sign an Advanced Funding Agreement, making that jurisdiction the responsible party for the project costs.

The cost of these improvements is \$58,118. TNR staff has received a check from the developer for \$63,929.80 which includes the cost of the improvements plus ten percent contingency. The Indemnification Agreement passes the obligations and liabilities that the AFA placed on the County back to the developer. TNR staff recommends this motion.
TNR staff recommends this motion.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Indemnification Agreement, Advanced Funding Agreement

Indemnification Agreement

This Agreement is entered into by and between Cameron CrossRoads, L.P., a Texas limited partnership_ (“DEVELOPER”) and Travis County, Texas, a political subdivision of the State of Texas (“COUNTY”), hereinafter collectively referred to as the “Parties”.

WHEREAS, the DEVELOPER and the Texas Department of Transportation (“TxDOT”) have agreed to construct or install the improvements to the state highway system described in the Advanced Funding Agreement (“AFA”) between the COUNTY and TxDOT , which is attached hereto as Exhibit A and incorporated herein for all purposes (“The Project”); and

WHEREAS the DEVELOPER has agreed with TxDOT to pay all costs of the Project; and

WHEREAS, because TxDOT’s policy is to accept money for projects to improve state highways only from local governments,, the DEVELOPER has requested the COUNTY to accept payment from the DEVELOPER and pass it through to TxDOT pursuant to the AFA; and

WHEREAS, to induce the COUNTY to enter into the AFA and for other consideration, the DEVELOPER has agreed to assume the obligations and liability that TxDOT imposes on the COUNTY pursuant to the AFA;

NOW, THEREFORE, the Parties agree as follows:

The DEVELOPER and the COUNTY anticipate that the COUNTY and TxDOT will enter into the AFA.

Prior to the COUNTY executing the AFA, the DEVELOPER shall:

pay the COUNTY the amount estimated by TxDOT Fifty Eight Thousand, One Hundred Eighteen Dollars (\$58,118), and any other sums the AFA may specify as the COUNTY’s share of the projects total cost (“Estimated Costs”); and

either pay in cash, or post with the COUNTY in a form acceptable to the COUNTY a letter credit or credit for and additional amount equal to 10% of the Estimated Costs (“Fiscal Security”). The COUNTY may draw fully or partially on the Fiscal Security to satisfy any of the DEVELOPER’s obligations under this Agreement. The posting of Fiscal Security does not in any way limit the DEVELOPER’s liability or obligation under this Agreement to pay any sum in excess of the Fiscal Security.

The DEVELOPER and the COUNTY agree that, if the COUNTY and TxDOT execute an AFA on substantially the same terms as that attached here as Exhibit A, then:

The COUNTY shall pay to TxDOT the Estimated Total Cost of Project to TxDOT pursuant to the AFA; and

The DEVELOPER shall:

perform all work, mitigation, or remediation, and has compensated TxDOT, through the Advanced Funding Agreement, to prepare the plans, specifications, designs, schedules, estimates, permits, approvals, clearances, maps, property descriptions, or other data, documentation or work products that TxDOT asserts that the AFA obligates the COUNTY to produce, perform or provide; and

within 10 days of a written request from the COUNTY, pay to the COUNTY all monetary sums and indemnify the COUNTY against any and all claims of whatever kind or character for which TxDOT asserts that the COUNTY is liable or obligated to pay under the AFA.

This is an unconditional agreement to indemnify the COUNTY for any liability or obligation that TxDOT asserts or imposes upon the COUNTY under the AFA. If TxDOT asserts that the COUNTY is obligated to perform an act or pay a sum under the AFA, the COUNTY shall not be required to deny, challenge, or litigate that obligation or requirement prior to imposing it upon the DEVELOPER, drawing upon the Fiscal Security, or otherwise enforcing this agreement, and the DEVELOPER may not assert the failure or refusal of the COUNTY to so deny, challenge, or litigate as a defense or condition to meeting the requirements of this Agreement.

Upon TxDOT notifying the COUNTY in writing that the project is complete and that the COUNTY has no more obligations to TxDOT under the AFA, the COUNTY shall release any remaining Fiscal Security and refund to the DEVELOPER any of the Estimated Costs or other money that TxDOT refunds to the COUNTY under the AFA

Miscellaneous

(a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate addresses specified, with copies, as noted below:

County: Joe Gieselman (or successor)
Executive Manager, TNR
PO BOX 1748
Austin, TX 78767

Copy to: David Escamilla (or successor)
Travis County Attorney
PO BOX 1748
Austin, TX 78767
Attn: File No. 163.1599

Developer: Cameron CrossRoads, L.P.
2911 Turtle Creek Boulevard
Suite 910
Dallas, Texas 75219-6213
Attention: Keith Stone

Copy to: Mr. L. Jeffrey Hubenak
Locke Lord Bissell & Liddell, LLP
100 Congress Avenue
Suite 300
Austin, Texas 78701-2748

The Parties may change their respective address for purposes of giving notice by giving at least five days written notice of the new address to the other Party. If any date or period provided in the Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period shall be extended to the next business day.

(b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

(c) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreement, representations, and understanding, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval, or any other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

(d) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the commissioners' court of the County.

(e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act or conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as may be necessary after such occurrence to remedy the effects thereof.

(g) To the extent allowed by law, each Party will be responsible for, and will indemnify and hold harmless the other Parties, their officers, agents, and employees, from any and all claims, losses, damages, causes of action, lawsuits, or liability resulting from, the indemnifying Party's acts or omissions of negligence or misconduct or in breach of this Agreement, including but not limited to claims for liquidated damages, delay damages, demobilization or remobilization costs, or claims arising from inadequacies, insufficiencies, or mistakes in the plans and specifications and other work products or any other materials or services a Party provides under this Agreement. Each Party will promptly notify the others of any claim asserted by or against it for damages or other relief in connection with this Agreement.

(h) The Parties acknowledge that in the event of default or any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement. The DEVELOPER agrees to pay and the COUNTY shall be entitled to recover reasonable attorney's fee and other collection costs if the COUNTY refers collection of a sum owed under or enforcement of this Agreement to an attorney.

(i) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any suit pursued relating to this Agreement will be filed in a court of Travis County, Texas.

(j) Ant clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(k) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Party.

(l) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, right, or remedies under, or by reason of this agreement.

(m) This Agreement is effective upon execution by all Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding on each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in, multiple copies, each of equal dignity, on this ____ day of March, 2010.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____, 2010

DEVELOPER

By :Cameron CrossRoads Management, LLC, its general partner

A handwritten signature in cursive script, appearing to read "Keith Stone", written over a horizontal line.

By: Keith Stone, its Manager

Date: March 24 2010

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
 LOCAL GOVERNMENT CONTRIBUTIONS
 TO TRANSPORTATION IMPROVEMENT
 PROJECTS WITH NO REQUIRED MATCH**

 **ORIGINAL**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Travis County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 112048 authorizes the State to undertake and complete a highway improvement generally described as driveway access improvements; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as construction of deceleration lane and driveway to Cameron Crossroads property, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the

responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right-of-way acquisition and utility adjustments needed for performance of the work.

Article 5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Executive Manager Travis County P.O. Box 1748 Austin, Texas 78767-1748	Director of Contract Services Texas Department of Transportation 125 E. 11th Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

CSJ #0440-06-009
District #14
Code Chart 64 #50227
SH 130 south of Cameron Road
CFDA#:N/A

Article 18. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government Travis County

By _____ Date _____

Typed or Printed Name and Title _____

ATTACHMENT A

Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the driveway and deceleration lane at the Cameron CrossRoads property along SH 130 south of Cameron Road, which are on-system locations. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of this additional work is \$58,118, including construction bid items, Direct Costs including construction engineering and inspection and Indirect Costs. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Design of deceleration lane	\$9,932			100%	\$9,932
Construction deceleration lane	\$36,860	0%	\$0	100%	\$36,860
Construction Engineering and Inspection (17%)	\$6,266	0%	\$0	100%	\$6,266
Subtotal	\$53,058		\$0		\$53,058
Direct State Costs (including plan preparation and review) 5%	\$1,843	0%	\$0	100%	\$1,843
Indirect State Costs (no local participation required except for service projects) 5.86%	\$3,217	0%	\$0	100%	\$3,217
TOTAL	\$58,118		\$0		\$58,118

Direct State Cost including construction bid items will be based on actual charges.

Local Government's Participation (100%) = \$58,118

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

Work Responsibilities

1. Environmental Requirements

The State shall prepare the appropriate environmental documentation and secure environmental clearance for the Project.

To the extent required to complete the Project, the Local Government will be responsible for the mitigation and remediation of any environmental problems associated with the development of the Project. All costs associated with the remediation of the environmental problems will be the responsibility of the Local Government.

2. Engineering Services

The State shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the Project. The PS&E shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State.

The design shall conform to the Texas Department of Transportation *Roadway Design Manual*, the Texas Accessibility Standards and any applicable State design criteria, and engineering plans shall be developed in accordance with the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the special specifications and special provisions related thereto.

3. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before construction begins on the Project, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

Construction Responsibilities

The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract.

The State will use its approved contract letting and award procedures to let and award the construction contract. Prior to their execution, the Local Government will be given the opportunity to review and comment on contract change orders that will result in an increase cost of more than 10%

CSJ #0440-06-009
District #14
Code Chart 64 #50227
SH 130 south of Cameron Road
CFDA#:N/A

to the Local Government over the Project Agreement (Low Bid) amount. Response to the change order by the Local Government will be within 5 business days of the notification by TxDOT.

The State shall provide a monthly status of construction costs to the Local Government.

The State will award the contract up to a cost equal to 20% over the Latest Engineers Estimate. The Local Government shall be responsible for 100% of the construction costs of any contract so awarded.

#

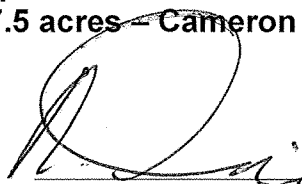
16

Travis County Commissioners Court Agenda RequestVoting Session 4-6-10
(Date)Work Session _____
(Date)I. A. Request made by: for Joseph P. Gieselmann 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 1: North Gate Preliminary Plan – 7.5 acres – Cameron Road - City of Austin 2- Mile ETJ).

C. Approved by:


Commissioner Ron Davis, Precinct 1

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

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

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
____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- ____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ____ Contract, Agreement, Policy & Procedure

COMMISSIONER'S OFFICE
TRAVIS COUNTY
2010 MAR 29 PM 4:30RECEIVED
COUNTY JUDGE'S OFFICE
10 MAR 30 PM 1:04



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

March 29, 2010

TO: Members of the Commissioners Court

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

FROM: Anna Bowlin, Division Director, Development Services Division

SUBJECT: North Gate Preliminary Plan

PROPOSED MOTION:

Consider and take appropriate action on a Preliminary Plan in Precinct 1: North Gate Preliminary Plan – 7.6 acres – Cameron Road - City of Austin 2- Mile ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This preliminary plan is for two collector roadways. One of the roadways connects to Cameron Road on the west and creates two stub streets to the south. These two stub streets connect to an adjacent tract of land that is in the City of Austin's full purpose city limits and is adjacent to the future Howard Lane. In the future, as more of the parent tract is developed, this preliminary plan may be revised to include additional lots. This preliminary plan has been approved by the City of Austin.

ISSUES:

An adjacent property owner has filed as an interested party and has contacted staff regarding this application.

BUDGETARY AND FISCAL IMPACT:

None.

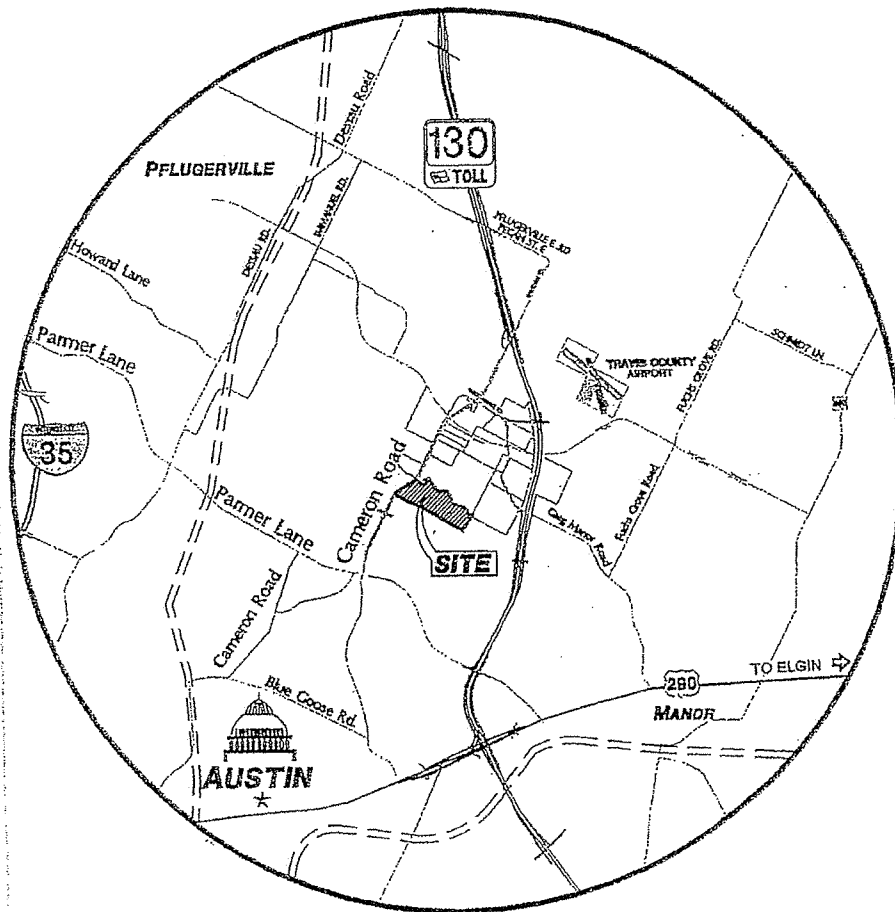
REQUIRED AUTHORIZATIONS:

None.

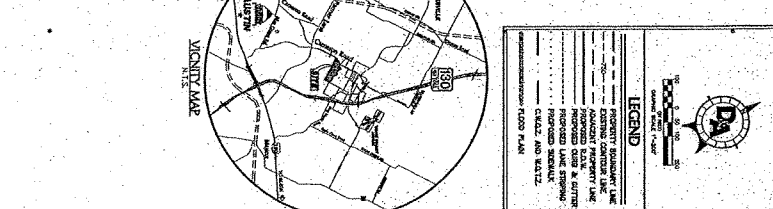
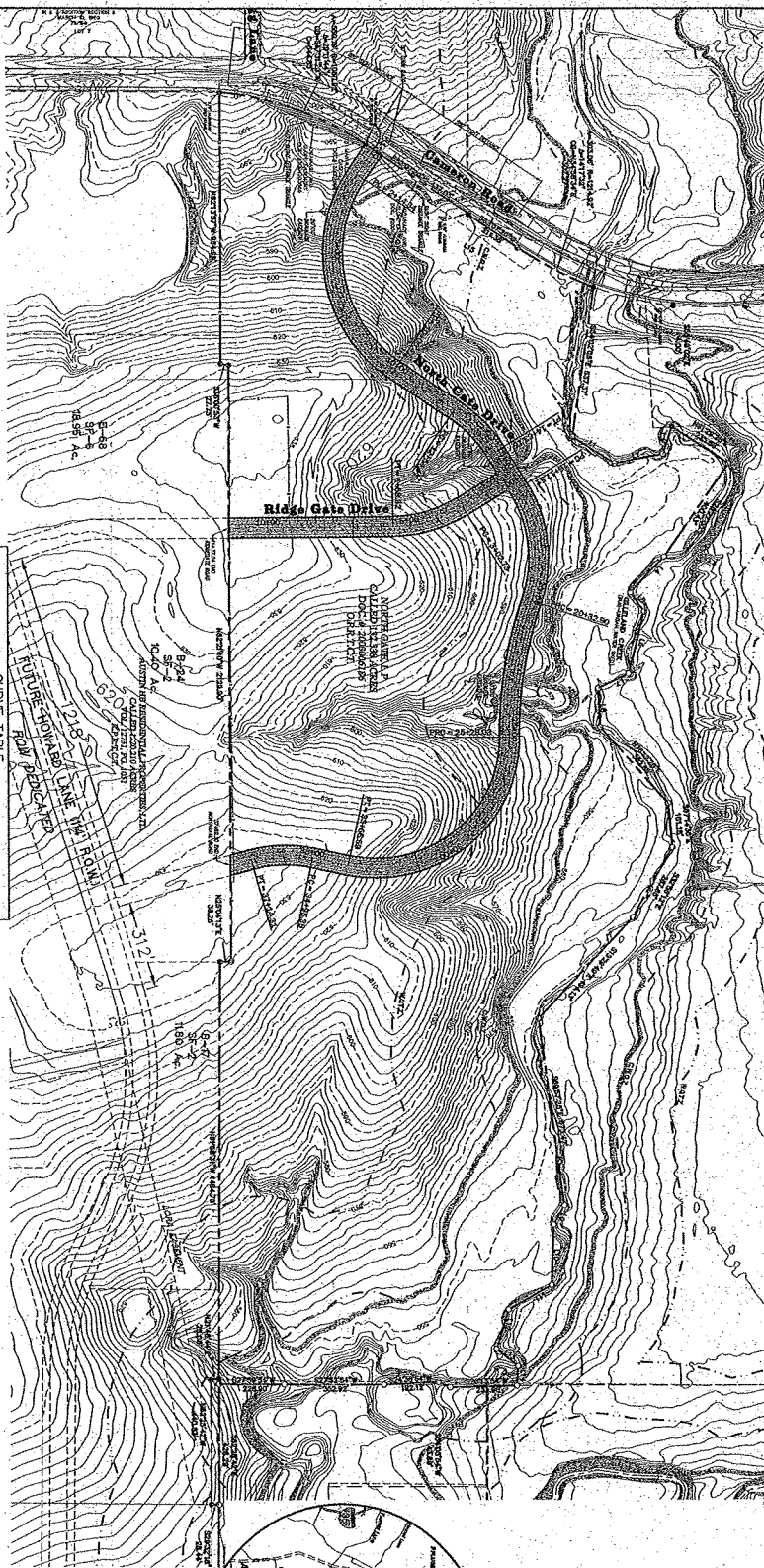
EXHIBITS:

Location map and proposed plan

AMB: amb



VICINITY MAP
NTS



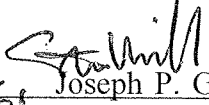
CURVE TABLE

CURVE	DELTA	RADIUS	INVERT	LENGTH	CHORD	ONE
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C2	80.00	500.00	500.00	78.54	577.32	1.42
C3	80.00	500.00	500.00	78.54	577.32	1.42
C4	80.00	500.00	500.00	78.54	577.32	1.42
C5	80.00	500.00	500.00	78.54	577.32	1.42
C6	80.00	500.00	500.00	78.54	577.32	1.42
C7	80.00	500.00	500.00	78.54	577.32	1.42
C8	80.00	500.00	500.00	78.54	577.32	1.42
C9	80.00	500.00	500.00	78.54	577.32	1.42
C10	80.00	500.00	500.00	78.54	577.32	1.42
C11	80.00	500.00	500.00	78.54	577.32	1.42
C12	80.00	500.00	500.00	78.54	577.32	1.42
C13	80.00	500.00	500.00	78.54	577.32	1.42
C14	80.00	500.00	500.00	78.54	577.32	1.42
C15	80.00	500.00	500.00	78.54	577.32	1.42
C16	80.00	500.00	500.00	78.54	577.32	1.42
C17	80.00	500.00	500.00	78.54	577.32	1.42
C18	80.00	500.00	500.00	78.54	577.32	1.42
C19	80.00	500.00	500.00	78.54	577.32	1.42
C20	80.00	500.00	500.00	78.54	577.32	1.42
C21	80.00	500.00	500.00	78.54	577.32	1.42
C22	80.00	500.00	500.00	78.54	577.32	1.42
C23	80.00	500.00	500.00	78.54	577.32	1.42
C24	80.00	500.00	500.00	78.54	577.32	1.42
C25	80.00	500.00	500.00	78.54	577.32	1.42
C26	80.00	500.00	500.00	78.54	577.32	1.42
C27	80.00	500.00	500.00	78.54	577.32	1.42
C28	80.00	500.00	500.00	78.54	577.32	1.42
C29	80.00	500.00	500.00	78.54	577.32	1.42
C30	80.00	500.00	500.00	78.54	577.32	1.42
C31	80.00	500.00	500.00	78.54	577.32	1.42
C32	80.00	500.00	500.00	78.54	577.32	1.42
C33	80.00	500.00	500.00	78.54	577.32	1.42
C34	80.00	500.00	500.00	78.54	577.32	1.42
C35	80.00	500.00	500.00	78.54	577.32	1.42
C36	80.00	500.00	500.00	78.54	577.32	1.42
C37	80.00	500.00	500.00	78.54	577.32	1.42
C38	80.00	500.00	500.00	78.54	577.32	1.42
C39	80.00	500.00	500.00	78.54	577.32	1.42
C40	80.00	500.00	500.00	78.54	577.32	1.42
C41	80.00	500.00	500.00	78.54	577.32	1.42
C42	80.00	500.00	500.00	78.54	577.32	1.42
C43	80.00	500.00	500.00	78.54	577.32	1.42
C44	80.00	500.00	500.00	78.54	577.32	1.42
C45	80.00	500.00	500.00	78.54	577.32	1.42
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C54	80.00	500.00	500.00	78.54	577.32	1.42
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C56	80.00	500.00	500.00	78.54	577.32	1.42
C57	80.00	500.00	500.00	78.54	577.32	1.42
C58	80.00	500.00	500.00	78.54	577.32	1.42
C59	80.00	500.00	500.00	78.54	577.32	1.42
C60	80.00	500.00	500.00	78.54	577.32	1.42
C61	80.00	500.00	500.00	78.54	577.32	1.42
C62	80.00	500.00	500.00	78.54	577.32	1.42
C63	80.00	500.00	500.00	78.54	577.32	1.42
C64	80.00	500.00	500.00	78.54	577.32	1.42
C65	80.00	500.00	500.00	78.54	577.32	1.42
C66	80.00	500.00	500.00	78.54	577.32	1.42
C67	80.00	500.00	500.00	78.54	577.32	1.42
C68	80.00	500.00	500.00	78.54	577.32	1.42
C69	80.00	500.00	500.00	78.54	577.32	1.42
C70	80.00	500.00	500.00	78.54	577.32	1.42
C71	80.00	500.00	500.00	78.54	577.32	1.42
C72	80.00	500.00	500.00	78.54	577.32	1.42
C73	80.00	500.00	500.00	78.54	577.32	1.42
C74	80.00	500.00	500.00	78.54	577.32	1.42
C75	80.00	500.00	500.00	78.54	577.32	1.42
C76	80.00	500.00	500.00	78.54	577.32	1.42
C77	80.00	500.00	500.00	78.54	577.32	1.42
C78	80.00	500.00	500.00	78.54	577.32	1.42
C79	80.00	500.00	500.00	78.54	577.32	1.42
C80	80.00	500.00	500.00	78.54	577.32	1.42
C81	80.00	500.00	500.00	78.54	577.32	1.42
C82	80.00	500.00	500.00	78.54	577.32	1.42
C83	80.00	500.00	500.00	78.54	577.32	1.42
C84	80.00	500.00	500.00	78.54	577.32	1.42
C85	80.00	500.00	500.00	78.54	577.32	1.42
C86	80.00	500.00	500.00	78.54	577.32	1.42
C87	80.00	500.00	500.00	78.54	577.32	1.42
C88	80.00	500.00	500.00	78.54	577.32	1.42
C89	80.00	500.00	500.00	78.54	577.32	1.42
C90	80.00	500.00	500.00	78.54	577.32	1.42
C91	80.00	500.00	500.00	78.54	577.32	1.42
C92	80.00	500.00	500.00	78.54	577.32	1.42
C93	80.00	500.00	500.00	78.54	577.32	1.42
C94	80.00	500.00	500.00	78.54	577.32	1.42
C95	80.00	500.00	500.00	78.54	577.32	1.42
C96	80.00	500.00	500.00	78.54	577.32	1.42
C97	80.00	500.00	500.00	78.54	577.32	1.42
C98	80.00	500.00	500.00	78.54	577.32	1.42
C99	80.00	500.00	500.00	78.54	577.32	1.42
C100	80.00	500.00	500.00	78.54	577.32	1.42

BOUNDARY NAME	R.O.W. & PAIVING WIDTH	CURBS & CUTTERS	LENGTH	SIDEWALKS
NORTH GATE DRIVE	10' R.O.W., 4' P.	YES	1000' E. BOTH SIDES, 6' WIDE	
ROOSEVELT DRIVE	10' R.O.W., 4' P.	YES	1000' E. BOTH SIDES, 6' WIDE	
		TOTAL	4320' E.	

#

17

Travis County Commissioners Court Agenda RequestVoting Session 4/06/10
(Date)Work Session _____
(Date)I. A. Request made by: For  Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNRB. Requested Text: **Consider and take appropriate action on the Approval of Acceptance of Dedication of Street and Drainage facilities for two portions of Crazyhorse Pass, a portion of Red Fox Road, a portion of Whitehead Trail, Pima Trail, and Longbranch Drive, in three Apache Shores subdivisions in Precinct 3.**C. Approved by: _____
Commissioner Karen Huber, Precinct 3II. 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:

Steve Manilla - 854-9383

Anna Bowlin - 854-9383

Don Ward - 854-9383

David Greear - 854-9383

Scott Lambert - 854-9383

Lee Turner - 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

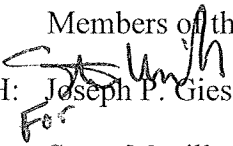
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

MEMORANDUM

DATE: March 26, 2010

TO: Members of the Commissioners' Court

THROUGH:  Joseph P. Gieselman, Executive Manager

FROM: Steve Manilla, P.E., Public Works Director

SUBJECT: Approve acceptance of dedication of several portions of roads Apache Shores
Section 2, Section 3 Amended, and Section 5.

Proposed Motion:

Consider and take appropriate action on the Approval of Acceptance of Dedication of Street and Drainage facilities for two portions of Crazyhorse Pass, a portion of Red Fox Road, a portion of Whitebead Trail, Pima Trail, and Longbranch Drive, three Apache Shores subdivisions, in Precinct 3.

Summary and Staff Recommendation:

These streets will be constructed with CDBG Funds from Planning Years 2006 and 2007. The Contract, to construct these streets, was approved on March 2, 2010. TNR recommends acceptance of these roads.

Budgetary and Fiscal Impacts:

Funded by the CDBG Funds from Planning Years 2006 and 2007. Once accepted, the County will be responsible for maintenance.

Background:

Contract No. 08AE0154JW, IFB No. B100092-JW approved in Commissioners Court March 2, 2010.

Exhibits:

List of Streets
Maps

1105 Apache Shores Sec.1-3
1105 Apache Shores Sec. 5
4100 Crazyhorse Pass
4100 Longbranch Drive
4100 Pima Trail
4100 Red Fox Road
4100 Whitebead Trail

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

NAME OF SUBDIVISION: APACHE SHORES SECTIONS 2, 3 Amended, & 5
Atlas No.L-5

Pct.# 3
Mapsc0: 490U



As dedicated by Vol. 48 pg. 58, Vol. 50 pg. 81 and Vol. 55 pg. 41
CDBG Funds Plan Years 2006 and 2007 and contains 6 streets

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Crazyhorse Pass	Running Deer Trail to Whitebead Trail	1090.41	0.21	50	HMAC	18 w/ 2'	No
2	Crazyhorse Pass	Pima Trail to Running Deer Trail	502.79	0.095	50	HMAC	shoulders	No
3	Pima Trail	Crazyhorse Pass to Red Fox Road	1117.29	0.212	50	HMAC	18' w/ 2'	No
4	Red Fox Road	Running deer Trail to Hunters Pass	1317.48	0.25	50	HMAC	shoulders	No
5	Whitebead Trail	Running Deer Trail to Red Fox Road	1130.42	0.214	50	HMAC	18' w/ 2'	No
6	Longbranch Drive	Debba Drive to Red Fox Road	1532.91	0.29	50	HMAC	shoulders	No
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION N/A.

N/A LOTS FULLY DEVELOPED

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-6.

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-6 TOTALING 1.27 MILES, IN PRECINCT 3, BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT.

6-Apr-10

DATE

STEVE MANILLA, P.E.

PUBLIC WORKS DIRECTOR

TRANSPORTATION AND NATURAL RESOURCES

DP = DOUBLE PENETRATION

HMAC = HOT MIX ASPHALT

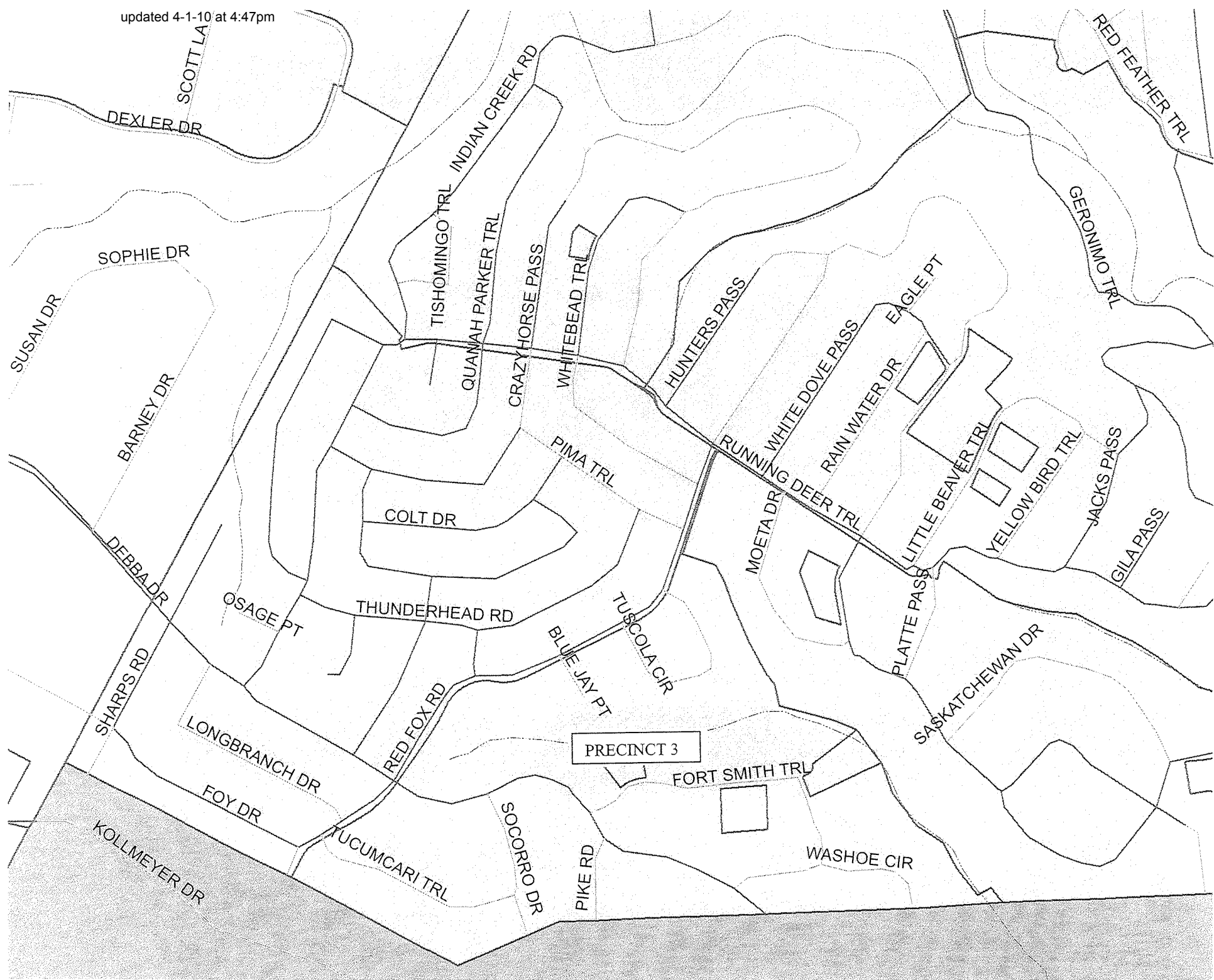
C = CONCRETE

UPP = UNPAVED, PIT RUN

UPS = UNPAVED, SELECT

DATE APPROVED BY COMMISSIONERS' COURT





TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

DATE OF VOTING SESSION: April 6, 2010

A. REQUEST MADE BY: Comms. Sarah Eckhardt/Karen Huber, Pct. 2/3
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPOINT A REPRESENTATIVE TO SERVE AS A PRECINCT TWO AND PRECINCT THREE APPOINTEE TO THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS. (COMMISSIONER ECKHARDT AND COMMISSIONER HUBER)

COMMISSIONER SARAH ECKHARDT

COMMISSIONER KAREN HUBER

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

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

☐ Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

☐ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 MAR 26 AM 11:07

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

Travis County Commissioners Court Agenda Request

Meeting Date: April 6, 2010

I. A. Requestor: Constable McCain Phone # 854-2102

B. Specific Agenda Language:

RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR CALENDAR YEAR 2009 FROM TRAVIS COUNTY CONSTABLE PRECINCT THREE.

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.

Stacy Suits, Deputy Constable, x42102	
--	--

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 MAR 26 AM 11:06



Richard McCain

CONSTABLE

Travis County, Precinct 3



8656-B Highway 71 West, Suite E
Austin, Tx 78735

Phone: (512) 854-2100
Fax : (512) 854-2116

MEMORANDUM

March 8, 2010

To: Judge Sam Biscoe

From: Stacy Suits

Subject: Racial Profiling Data for 2009

Enclosed are the figures for racial profiling January 1, 2009 through December 31, 2009:

Total citations: 2138

Warnings Issued: 1004
Offenses Issued : 2818

The racial breakdown is as follows:

White	1465	68.50%
Hispanic	474	22.10%
African American	106	5.00%
Asian	50	2.30%
Other	43	2.10%
TOTAL	2138	100.00%

Item # _____

Travis County Commissioners Court Agenda RequestMeeting Date: April 6, 2010I. A. Requestor: Constable Canchola Phone # 854-9488

B. Specific Agenda Language:

**RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR
CALENDAR YEAR 2009 FROM TRAVIS COUNTY CONSTABLE
PRECINCT FOUR.**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.

Leticia N. Vallejo, Deputy Constable, x49488	
---	--

 RECEIVED
COUNTY JUDGE'S OFFICE
10 MAR 30 AM 9:03

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.



MARIA CANCHOLA
TRAVIS COUNTY CONSTABLE, PRECINCT FOUR
LETICIA N. VALLEJO – CHIEF DEPUTY

RECEIVED
COUNTY JUDGE'S OFFICE
10 MAR 29 PM 2:52

MEMORANDUM

TO: Samuel T. Biscoe, County Judge

FROM: Maria L. Canchola, Constable

A handwritten signature in cursive script that reads "Maria L. Canchola".

DATE: March 11, 2010

SUBJECT: 2009 Racial Profiling Report

Senate Bill 1074 requires all law enforcement agencies to provide an annual report on racial profiling to the governing body of the reporting agency. Attached is the Travis County Constable Precinct Four report for the year 2009.

In general, there are no changes in the findings as compared to last year as my office did not engage in traffic stops during 2009. The first mission of my office is to handle all civil and criminal process issued by the Justice of the Peace, Pct. 4 and /or any process received from any other court. We also provide security services for the county employees and visitors to the McKinney falls location.



TRAVIS COUNTY CONSTABLE, PCT. 4

Racial Profiling Statistical Report

January 1, 2009 to December 31, 2009

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
	0	0.0%	0.0%	0	0.0%	0.0%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
	0	0.0%	0.0%	0	0.0%	0.0%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested	0	0.0%	0.0%
Released	0	0.0%	0.0%
Ticketed	0	0.0%	0.0%
Warned (Written)	0	0.0%	0.0%
	0	0.0%	0.0%
	Total	of Race	of all Detentions

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	0.0%	0
Warned (Written)	0.0%	0
	0.0%	0

Table 2: Search Status by Race

SearchStatus	Asian	% of Race	% of Search	Black	% of Race	% of Search
Consent Search	0	0.0%	0.0%	0	0.0%	0.0%
No Search	0	0.0%	0.0%	0	0.0%	0.0%
Probable Cause Search	0	0.0%	0.0%	0	0.0%	0.0%
	0	0.0%	0.0%	0	0.0%	0.0%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

SearchStatus	Hispanic	% of Race	% of Search	White	% of Race	% of Search
Consent Search	0	0.0%	0.0%	0	0.0%	0.0%
No Search	0	0.0%	0.0%	0	0.0%	0.0%
Probable Cause Search	0	0.0%	0.0%	0	0.0%	0.0%
	0	0.0%	0.0%	0	0.0%	0.0%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

SearchStatus	Native American	% of Race	% of Search
Consent Search	0	0.0%	0.0%
No Search	0	0.0%	0.0%
Probable Cause Search	0	0.0%	0.0%
	0	0.0%	0.0%
	Total	of Race	of all Detentions

SearchStatus	Total %	Number
Consent Search	0.0%	0
No Search	0.0%	0
Probable Cause Search	0.0%	0
	0.0%	0

Table 3: Stop Reason and Disposition by Race

StopReason	cboStopDisposition	Asian	% of Race	% of Stop	Black	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
		0	0.0%	0.0%	0	0.0%	0.0%
		Total	of Race	of all Detentions	Total	of Race	of all Detentions

StopReason	cboStopDisposition	Hispanic	% of Race	% of Stop	White	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)		0.0%	0.0%	0	0.0%	0.0%
		0	0.0%	0.0%	0	0.0%	0.0%
		Total	of Race	of all Detentions	Total	of Race	of all Detentions

StopReason	cboStopDisposition	Native American	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%
Hazardous Traffic	Ticketed	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
Investigation	Arrested	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
		0	0.0%	0.0%
		Total	of Race	of all Detentions

StopReason	cboStopDisposition	Total %	Number
Hazardous Traffic	Arrested	0.0%	0
Hazardous Traffic	Released	0.0%	0
Hazardous Traffic	Ticketed	0.0%	0
Hazardous Traffic	Warned (Written)	0.0%	0
Investigation	Arrested	0.0%	0
Investigation	Released	0.0%	0
Investigation	Ticketed	0.0%	0
Investigation	Warned (Written)	0.0%	0
Non-Hazardous Traffic	Arrested	0.0%	0
Non-Hazardous Traffic	Released	0.0%	0
Non-Hazardous Traffic	Ticketed	0.0%	0
Non-Hazardous Traffic	Warned (Written)	0.0%	0
		0.0%	0

Item #

20

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for **VOTING SESSION: April 6, 2010**

A. REQUEST MADE BY: Sheriff Greg Hamilton *GH*
(Elected/Appointed Official/Executive Mgr/County Attorney)

REQUESTED TEXT:

Vote and approve to allow 3 memebbers of the Travis County Sheriff's Office K9 Unit to take their assigned county vehicles to Shreveport, Louisiana for certification training.

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:

Capt. Art Cardenas 512-854-9776 or Sergeant Dale Walls 512-854-4875

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 Tuesday 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 MAR 31 PM 4:46



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration &
Support

March 25, 2010

To: Travis County Judge Sam Biscoe
Commissioner Ron Davis, Precinct 1
Commissioner Sarah Eckhardt, Precinct 2
Commissioner Karen Huber, Precinct 3
Commissioner Margaret Gomez, Precinct 4

From: Sheriff Greg Hamilton

Subject: Request for Out of State Training

Commissioners:

The Travis County Sheriff's Office K-9 Unit has registered 3 handlers and their canines to attend the National Narcotic Detector Dog conference from April 17 through April 24, 2010. This year, the conference will be held in Shreveport, Louisiana. This week long annual conference is used for training and annual certification of the canine. This conference is necessary to validate the narcotic dog's proficiency and document their qualifications. The certification not only reduces liability, but is used for courtroom testimony.

The training that is held is specific to both the handler and their canine. The training will focus on all aspects of K-9 deployment. The conference will end with a Competition and Awards Banquet. The use of the K-9 vehicles is necessary for the handlers to transport their assigned canines to the conference and to the training while at the conference. Two of the 3 attending are new handlers.

Thank you in advance for your consideration in this matter. If you have any questions feel free to contact Captain Art Cardenas at 512-854-9776 or Sergeant Dale Walls at 512-854-4875.



Safety, Integrity, Tradition of Service

RECEIVED
COUNTY JUDGE'S OFFICE

21

10 MAR 29 AM 11:15
Travis County Commissioners Court Agenda Request

Voting Session: April 6, 2010
(Date)

Work Session:
(Date)

- I. A. Request made by: _____ Phone #: 854-9522
Mike Skinner for Rosemary Lehman
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION ON AN INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF AUSTIN, TRAVIS COUNTY, AUSTIN INDEPENDENT SCHOOL DISTRICT AND TEXAS HEALTH AND HUMAN SERVICES COMMISSION ON BEHALF OF THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES FOR ADMINSTRATIVE COSTS OF THE AUSTIN RIDGE CAMPUS BUILDING CO-LOCATED FACILITY

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

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

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

Tenley Aldredge, Assistant County Attorney (854-9415)
Captain Paul Knight, Sheriff's Office (854-3239)
Katie Petersen Gipson, Planning and Budget Office (854-9346)

- 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)

- x Contract, Agreement, Policy & Procedure



Rosemary Lehmberg ★ Travis County District Attorney

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

MEMORANDUM

TO: Travis County Judge and Commissioners

FROM: LaRu Woody, District Attorney's Office

LaRu Woody for Rosemary Lehmberg

DATE: March 23, 2010

SUBJECT: Interlocal Cooperation Agreement

The Travis County District Attorney's Office joins with the Travis County Sheriff's Office in requesting approval of the Interlocal Cooperation Agreement Between City of Austin, Travis County, Austin Independent School District and Texas Health and Human Services Commission on Behalf of the Texas Department of Family and Protective Services for Administrative Costs of the Austin Ridge Campus Building Co-located Facility.

On June 16, 2009 the Travis County Commissioners Court approved a lease agreement with MF Austin Ridge, LLC and PB Austin Ridge LLC for the Travis County staff members of the Child Protection Team. On December 8, 2009 the Commissioners Court approved an amendment to that original lease agreement. The Amendment allowed for an extension of the start date for the work on the improvements to the leased property. Those improvements are nearing completion and move-in is anticipated in the next few weeks.

This new Interlocal Agreement provides for sharing certain expenses incurred by co-location, specifically: access control system equipment and services, main lobby and break room furniture and equipment, and building signage. Travis County's initial share of these costs is \$18,276.12. An additional annual on-going security maintenance cost of \$604 will begin in the fourth year of the agreement. The costs will be paid out of the District Attorney's Office budget: 001-2311-545-6099.

The Interlocal Agreement has been reviewed by Assistant County Attorney Tenley Aldredge.

INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF AUSTIN,
TRAVIS COUNTY, AUSTIN INDEPENDENT SCHOOL DISTRICT
AND TEXAS HEALTH AND HUMAN SERVICES COMMISSION ON BEHALF OF THE TEXAS
DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES FOR ADMINISTRATIVE COSTS
OF THE AUSTIN RIDGE CAMPUS BUILDING CO-LOCATED FACILITY

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF AUSTIN, TRAVIS COUNTY, AUSTIN INDEPENDENT SCHOOL DISTRICT AND TEXAS HEALTH AND HUMAN SERVICES COMMISSION ON BEHALF OF THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES FOR ADMINISTRATIVE COSTS OF THE AUSTIN RIDGE CAMPUS BUILDING CO-LOCATED FACILITY (the "**Agreement**") is made and entered into by and between the following parties: City of Austin, Texas (the "**City**"), Travis County, Texas (the "**County**"), Austin Independent School District (the "**AISD**") and Texas Health and Human Services Commission (the "**State**").

WHEREAS, the Parties have leased adjoining space at Austin Ridge, 8509 FM 969, Building 690, Austin, Texas (the "**Austin Ridge Campus Building**"), to be used as office space by the Austin Police Department (the "**APD**"), the Travis County Sheriff's Office (the "**TCSO**"), the Travis County District Attorney (the "**TCDA**"), AISD and the State; and,

WHEREAS, the City either directly or through a City Vendor (as defined below), will be providing access control system equipment and services, main lobby furniture, equipment and furnishings, and building room signage described in **Attachment A** to this Agreement, which is expressly incorporated herein and made a part hereof (the "**Co-location Equipment and Services**") for the offices occupied by various of the Parties at the Austin Ridge Campus Building; and,

WHEREAS, the Parties believe that it would be mutually advantageous for them to share the cost and use of the Co-location Equipment and Services in their respective offices at the Austin Ridge Campus Building; and,

WHEREAS, the Parties have requested that the City provide, and the City is willing to provide, the Co-location Equipment and Services either directly or through a City Vendor under the terms and conditions described in this Agreement; and,

WHEREAS, the Parties are authorized to enter into an Interlocal Cooperation Agreement under the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "**Act**");

NOW, THEREFORE, the Parties agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 **"Co-location Equipment and Services"** means the equipment and services described in the recitals to this Agreement.
- 1.2 **"SPOC"** means the Single Point of Contact. The SPOC shall be City of Austin, Austin Police Department Violent Crimes II Lieutenant or his / her designated representative. Presently the SPOC is Jeff Hampton, Lieutenant, Police Department, City of Austin, whose email is jeff.hampton@ci.austin.tx.us and telephone number is 512 / 974-6880.
- 1.3 **"Parties"** means City, County, AISD and State, and each of them may be referred to individually herein as a **"Party"**.
- 1.4 **"Purchasing Agent"** means the APD Purchasing Agent.

2.0 TERM

2.1 Initial Term. The initial term of this Agreement shall commence upon complete execution by all Parties and shall continue until the next following October 1 following the Commencement Date set forth in the Parties' lease agreements with the owner of the Austin Ridge Campus Building (the **"Landlord"**) which were executed on or about 9 July 2009 (the **"Initial Term"**), unless earlier terminated as provided herein. In the event any Party terminates this Agreement prior to expiration of the Initial Term, this Agreement shall terminate with respect to that Party only, but shall continue in full force and effect with respect to the remaining Parties.

2.2 Renewal Term(s). Subject to continued funding by the Parties and following the Initial Term, this Agreement shall automatically renew each October 1 for succeeding terms of one year each, unless sooner terminated as provided herein. In the event any Party terminates this Agreement during any Renewal term, this Agreement shall terminate with respect to that Party only, but shall continue in full force and effect with respect to the remaining Parties.

3.0 CITY'S RESPONSIBILITIES

3.1 Scope of Services. CITY shall provide, either directly or through a City Vendor, the Co-location Equipment and Services, all in compliance with City contracting and procurement rules, regulations, and laws.

3.2 Parties' Requests for Information. The Parties may communicate all requests for direction and factual information relating to the services to the SPOC and may rely on all factual information supplied by the SPOC in response to its requests.

4.0 EXPRESS ACKNOWLEDGEMENTS AND WARRANTY

4.1 Independent Contractor. The Parties expressly acknowledge and agree that TAC Systems Integration Group, TAC Americas, Inc. and Titus Systems LP (collectively, the "**City Contractors**") and any other contracted vendor providing Co-Location Equipment and Services under this Agreement (collectively, the City Contractors plus any other contracted vendor under this Agreement are referred to in this Agreement as the "**City Vendor**") will be contracting with the City as independent contractors, operating solely in that capacity, and assume all of the rights, obligations and liabilities applicable to them as independent contractors. No employee of any City Vendor shall be considered an employee of any of the Parties or gain any rights against the Parties pursuant to the Parties' personnel policies or otherwise. The Parties expressly acknowledge and agree that no City Vendor will be permitted to provide Co-Location Equipment and Services under this Agreement if any of the City Vendor's employees have a known contractual relationship with any of the Parties. No employee of any Party shall be considered an employee of the other, or gain any rights against any City Vendor pursuant to that City Vendor's personnel policies or otherwise. The Parties expressly acknowledge and agree that none of their employees shall be permitted to have a known contractual relationship with a City Vendor providing Co-Location Equipment and Services under this Agreement in violation of that Party's conflict of interest rules or Applicable Law.

4.2 Applicable Law. The Parties agree to comply with the Constitution of the United States and of the State of Texas and all federal, state, county, and city laws, rules, orders, ordinances and regulations applicable to performance of this Agreement. Nothing herein shall alter the duty of the Parties to comply with applicable requirements of law.

5.0 COORDINATION WITH THE PARTIES

5.1 Authority of the SPOC. The SPOC or his designee will act on behalf of the Parties with respect to each City Vendor's performance under this Agreement. The SPOC may designate representatives to transmit instructions and receive information.

5.2 Cooperation and Coordination. The Parties shall cooperate and coordinate with City and its City Vendors as reasonable and necessary.

6.0 COMPENSATION, INVOICING AND PAYMENT

6.1 Compensation. City shall compensate each City Vendor in accordance with the cost reimbursement schedule that is attached hereto as **Attachment B** and made a part hereof.

6.2 Invoicing. City will obtain invoices for the Co-location Equipment and Services from each City Vendor and provide copies to the Parties within 10 working days following receipt.

6.3 Payment. Travis County, AISD and State will pay invoices received by City for work completed within 30 days after receipt. The amount paid by each of the Parties will be in accordance with the estimated costs identified in the Cost Reimbursement Schedule set forth in **Attachment B** of this Agreement and by this reference incorporated in it. Based on which

Party is responsible for reimbursement, the final invoiced costs will be allocated in accordance with the allocation schedule identified in the Cost Allocation Formula set forth in **Attachment C** of this Agreement and by this reference incorporated in it. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Government Code. Payments will be made to:

Austin Police Department
Attn: Alice Suter
Assistant Director, Administrative Bureau
Financial Management
PO Box 1629
Austin, Texas 78767-1629

6.4 Current Funds. In accordance with the Interlocal Cooperation Act, each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

7.0 SUSPENSION

If a Party fails to comply with any material provision herein, City may, upon written notification to the Party, suspend this Agreement in whole or in part and withhold further Co-location Equipment and Services to that Party until the Party is in compliance with the terms of this Agreement, or Agreement is terminated in compliance with Section 8.0.

8.0 TERMINATION

Any Party to this Agreement may terminate this Agreement at any time by giving written notice to the other Parties at least sixty (60) days prior to the effective date of the termination. In the event any Party terminates this Agreement as permitted under this Agreement, this Agreement shall terminate with respect to that Party only, but shall continue in full force and effect with respect to the remaining Parties.

9.0 NON-WAIVER OF DEFAULT

9.1 No payment, act or omission by one Party may constitute or be construed as a waiver of any breach or default by another Party which then exists or may subsequently exist.

9.2 All rights under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.0 AMENDMENTS

General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and shall be approved and signed by each Party. IT IS ACKNOWLEDGED BY THE PARTIES THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF ANY PARTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE PARTY'S GOVERNING BODY.

11.0 ENTIRE AGREEMENT

11.1 Entire Agreement. All written or oral agreements between the Parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

11.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by the Parties in accordance with all the provisions of this Agreement.

11.2.1 Attachment A – Scope of Services

11.2.2 Attachment B – Estimated Project Cost

11.2.3 Attachment C – Cost Allocation Formula

12.0 NOTICES

12.1 Written Notice. Any notice required or permitted to be given under this Agreement by one Party to the other Parties shall be in writing and shall be given and deemed to have been given immediately upon receipt if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the earlier of actual receipt or the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address herein specified.

12.2 The address of the City for all purposes under this Agreement shall be:

Austin Police Department
Attn: Alice Suter, Deputy Director
P. O. Box 689001
Austin, Texas 78767-1629

12.3 The address of Travis County for all purposes under this Agreement shall be:

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

12.4 The address of AISD for all purposes under this Agreement and for all notices hereunder shall be:

Austin Independent School District
Attn: Chief of Police
1111 West Sixth Street, Suite C-120
Austin, Texas 78703-5399

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

Austin Independent School District
Attn: General Counsel
1111 West Sixth Street, Suite A-240
Austin, Texas 78703-5399

12.5 The address of State for all purposes under this Agreement and for all notices hereunder shall be:

Seth Stallings, Regional Business Services Officer
Texas Health and Human Services Commission
4616 West Howard Lane – Suite 120
Austin, Texas 78728

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

Betty McCormick
Texas Health and Human Services Commission
4616 West Howard Lane – Suite 120
Austin, Texas 78728

12.4 Change of Address. Each Party may change the address for notice to it by giving written notice of the change in compliance with Section 12.0. Any change in the address shall be reported within fifteen (15) days of the change.

13.0 MISCELLANEOUS

13.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

13.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

13.3 Binding Agreement. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, executors, administrators, and assigns. The Parties may not assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld, delayed or denied.

13.4 Dispute Resolution. When mediation is acceptable to the 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 the Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code unless the Parties agree, in writing, to waive the confidentiality.

13.5 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

14.0 INTERPRETATIONAL GUIDELINES

14.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that one Party has declared a holiday for its employees, these days shall be omitted from the computation.

14.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

14.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

15.0 DUPLICATE ORIGINALS

15.1 This Agreement will be executed in duplicate originals.

City: City of Austin, Texas

by: Its Duly Authorized Agent

Printed Name: Marc A. Ott Date:_____

Title: City Manager

Travis County: Travis County, Texas

by: Its Duly Authorized Agent

Printed Name: Samuel T. Biscoe Date:_____

Title: Travis County Judge

AISD: Austin Independent School District

by: Its Duly Authorized Agent

Printed Name: Mark J. Williams Date:_____

Title: President, Board of Trustees

State: Texas Health and Human Services Commission

by: Its Duly Authorized Agent

Printed Name: Manny Alvarez Date:_____

Title: Regional Director of Regional Administrative Services

State: Texas Department of Family and Protective Services

by: Its Duly Authorized Agent

Printed Name: Patti Darrington Date:_____

Title: Director of Program Logistics

by: Its Duly Authorized Agent

Printed Name: Sheila Brown Date:_____

Title: Regional Director of Child Protective Services

ATTACHMENT A SCOPE OF SERVICES

1. Purpose

The purpose of this Agreement is to provide for installation, support and maintenance of –Co-location Equipment and Services, as more particularly described herein.

2. Project Scope

2.1 Objective:

2.1.1 The objective of this Agreement is for the City to provide the Co-Location Equipment and Services in the Austin Ridge Campus Building and receive reimbursement from the remaining Parties for their share of the final invoiced costs.

2.1.2 **Allocations of Cost Reimbursement.** The Parties agree to reimburse the City for the final invoiced costs associated with the Co-Location Equipment and Services on a pro rata basis. The reimbursement amounts will be determined as follows:

a. **Four-Party Allocation.** For costs that will be shared by all the Parties to this Agreement, the Four-Party Allocation set forth in **Attachment C-1** to this Agreement (the "**Four-Party Allocation Method**") and by this reference incorporated in it, will be the method used to share costs among the Parties to this Agreement and for determining the amount each Party must reimburse the City for the costs incurred and paid for by the City.

b. **Three-Party Allocation.** For costs that will be shared by all Parties to this Agreement except the State, the Three-Party Allocation set forth in **Attachment C-2** to this Agreement (the "**Three-Party Allocation Method**") and by this reference incorporated in it, will be the method used to share costs among the Parties (excluding the State) to this Agreement and for determining the amount each Party (excluding the State) must reimbursement the City for the costs incurred and paid for by the City.

2.2 Scope of Work: The scope of the Co-Location Equipment and Services work includes:

2.2.1 Cabling – City will cause installation of cabling necessary to wire the Austin Ridge Campus Building for the access control system described in Section 2.2.2 of this attachment and installation costs for the cabling will be allocated among the Parties in accordance with the Four-Party Allocation Method.

2.2.2 Security System. City will cause installation of an access control system in the Austin Ridge Campus Building and the installation costs for the access control system equipment and services, including an initial three-year warranty period, will be allocated among the Parties in accordance with the Four-Party Allocation Method. The access control system equipment and services include:

- a. Keypad Readers – to provide (5) HID RK40 combination card access and keypad reader controlled doors at designated locations throughout the Austin Ridge Campus Building. These access controlled doors will have necessary controllers and peripheral devices for a fully functional access controlled door.
- b. Proximity Readers - to provide (13) HID R40 series proximity readers throughout secured areas in the Austin Ridge Campus Building. The access control system will include a fully functional access controlled door.
- c. Remote Release - to provide a remote door release switch at the reception desk on both main entrances to the Austin Ridge Campus Building, the receptionist will be able to unlock designated doors by pressing a button.
- d. Panic Button - to provide a panic button at the receptionist desk on both main entrances to the Austin Ridge Campus Building.
- e. Entry Cards - an initial batch of 100 cards for use by the employees of all the Parties and print ribbon will be provided. Any lost, damaged, etc. card would require a replacement cost paid by the Party whose employee lost the card (or by the employee if the Party requires its employees to pay for replacement cards).

2.2.3 Lobby and Break-room Furniture and Equipment. City will acquire furniture and equipment for the Building lobby and break-room area and the acquisition and installation costs for the furniture and equipment will be allocated among the Parties (excluding the State) in accordance with the Three-Party Allocation Method.

2.2.4 Building Signage. City will cause building room signage to be installed in the lease space occupied by the Parties (except the State) in the Austin Ridge Campus Building, and the installation costs for the signage will be allocated among the Parties (excluding the State) in accordance with the Three-Party Allocation Method.

2.2.5 On-going Maintenance of the Security System. City will secure ongoing maintenance of the access control system described in Section 2.2.2 of this attachment following the initial three-year warranty period and the on-going cost will be allocated among the Parties in accordance with the Four-Party Allocation Method.

ATTACHMENT B ESTIMATED PROJECT COST

City Vendors

Cabling (Titus)	\$ 15,420.75
Access Control System (T.A.C.)	\$ 57,423.45
Seating Lobby & Break Room	\$ 9,693.34
Interior Signage (Graphics)	\$ 2,100.00
Totals	\$ 84,637.54
<hr/>	
Annual On-going Security	
Maintenance – beginning in Year 4	\$ 2,000.00

ATTACHMENT C COST ALLOCATION FORMULA

Cost Allocation Formulas:

1. **Attachment C-1 - Four-Party Allocation Method.** In the case of cost of Co-Location Equipment and Services which are to be allocated among City, County, AISD and State, the amounts payable by each Party will be calculated by multiplying the total amount payable times the percentage amounts set forth for each Party in the column labeled "Percentage of the Whole" below::

Government Departments	Rentable Area	Percentage of the Whole
Austin Police Department	6734 s.f.	45.3%
Travis County Sheriff	1,724 s.f.	11.6%
Travis County District Attorneys	1,282 s.f.	8.6%
Health and Human Services Commission	4,919 s.f.	33.1%
Austin Independent School District	210 s.f.	1.4%
Totals	14,869 s.f.	100.0%

2. **Attachment C-2 - Three-Party Allocation Method.** In the case of cost of Co-Location Equipment and Services which are to be allocated among City, County, and AISD (but not the State), the amounts payable by each Party (except the State) will be calculated by multiplying the total amount payable times the percentage amounts set forth for each Party in the column labeled "Percentage of the Whole" below:

Government Departments	Rentable Area	Percentage of the Whole
Austin Police Department	6,734 s.f.	67.7%
Travis County Sheriff	1,724 s.f.	17.3%
Travis County District Attorneys	1,282 s.f.	12.9%
Austin Independent School District	210 s.f.	2.1%
Totals	9,950 s.f.	100.0%

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Travis County Commissioners Court Agenda Request

#

Voting Session 4/6
05/30/10 (Date) Work Session _____
 (Date)

- I. A. Request made by: County Attorney (John Hille)
 Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text: Consider offer of Right of Way Easement from the University of Texas System for Stonelake Boulevard, at no cost to Travis County, and take appropriate action.
- 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:

Joe Gieselman, Exec. Mgr., TNR	854-9383
Steve Manila, TNR	854-9383
Gayla Dembkowski, TNR	854-9383
John C. Hille, Jr., Dir., Trans. Div., TCAO	854-9513

- 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.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

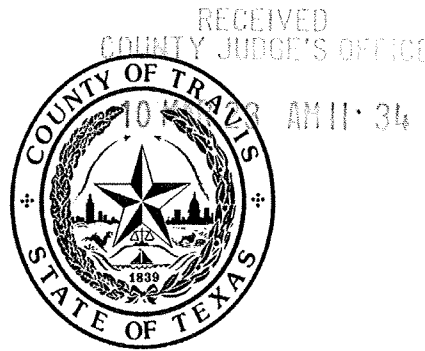
STEPHEN H. CAPELLE
FIRST ASSISTANT

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. ALDREDGE

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

March 18, 2010

Honorable Samuel T. Biscoe
County Judge
314 West 11th Street
Austin, Texas 78701

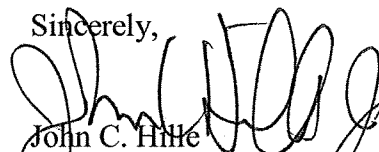
Re: Golden Triangle Road District Right of Way Offered to Travis County
File No. 48.58

Dear Judge Biscoe:

I ran across this original deed while considering files to close. It does not appear ever to have been filed. It relates to the Golden Triangle Road District. TNR performed an analysis and determined that the Deed may have been offered to clear up a reversion right the University of Texas may have had due to untimely construction at Stonelake Boulevard.

It is pretty stale, but I believe the University still owns the property, and the road is there now. The City of Austin maintains it. We can clear up a title issue by accepting the Deed. I believe this is a Consent Item.

Sincerely,



John C. Hille
Director, Transactions Division
Assistant County Attorney

JCH/maw
Enclosure

cc w/enclosure:

Joe Gieselman, Executive Manager, TNR
Steve Manilla, Division Director, TNR
Gayla Dembkowski, TNR

RIGHT-OF-WAY EASEMENT

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

WHEREAS, on the 20th day of September, 1988, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM granted and conveyed to TRAVIS COUNTY, TEXAS, acting by and through the Travis County Commissioners Court, a right-of-way easement for public road or street across certain lands owned by the Board of Regents of The University of Texas System as reflected in that right-of-way easement recorded in Volume 11022, page 0755 of the Real Property Records of Travis County, Texas; and

WHEREAS, said right-of-way easement provided that in the event the construction for a road on said property described in said easement is not commenced within two years from the date of said easement, then such easement shall be permanently abandoned and the conveyance shall be null and void and be of no further force and effect, and such property shall revert and revest in the Board of Regents of The University of Texas System.

NOW, THEREFORE, it is mutually agreed that it would be to the best interest of the Board of Regents of The University of Texas System and Travis County, Texas, acting by and through the Travis County Commissioners Court, that a new right-of-way easement be granted covering the subject lands described below on the terms and conditions as hereinafter set forth.

W I T N E S S E T H:

That the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00), to it in hand paid by TRAVIS COUNTY, TEXAS, acting by and through the Travis County Commissioners Court ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED and CONVEYED, and by these presents does GRANT and CONVEY unto said Grantee a right-of-way easement for public roads or streets, subject to the reservations set forth below in, upon and across the following-described land ("Property"), to-wit:

All of that certain 4.744 acres lying and being situated in Travis County, Texas, described in Exhibit "A," attached hereto and made a part hereof for all purposes.

Grantor hereby reserves and retains unto itself, its successors and assigns, the right to place, construct, repair and maintain driveways, streets, intersections, sidewalks and landscaping, and other amenities, on and within the Property, and to place utility lines and make connections to all public utilities situated thereon or therein, so long as said use does not interfere with the use of the Property by the Grantee.

Grantee, by the acceptance of this conveyance, acknowledges that a public utility easement of even date herein covering the same land described above is being granted to the CITY OF AUSTIN, and Grantee accepts this easement subject to the public utility easement acquired by the CITY OF AUSTIN.

TO HAVE AND TO HOLD the Property, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns, **SAVE and EXCEPT** the following reservations and provisions:

It is UNDERSTOOD and AGREED that this conveyance is made to Grantee, its successors and assigns only for the purpose of constructing and maintaining public roads or streets, and for no other purpose, and, in the event construction for a road on the Property is not commenced within three years from the date of this easement for said purpose, or should any and all roads or streets constructed thereon be at any time permanently abandoned, then, in any such event, this conveyance shall be null and void and be of no further force and effect as to the Property, and the Property shall absolutely revert to and revest in the Grantor, its successors and assigns, without the necessity of any further act, suit or action on the part of either the Grantor or Grantee herein; provided, however, Grantee does hereby agree in such event to execute and deliver to Grantor, its successors and assigns, a proper instrument of reconveyance in order to clear the record title to the Property upon the written request of Grantor, its successors and assigns, therefor.

The provisions and conditions set out above in this easement are covenants running with the land and shall be binding upon and

shall insure to the benefit of the successors, legal representatives and assigns of Grantor and Grantee.

It is further UNDERSTOOD and AGREED that Grantor reserves all of its interest in the oil, gas and other minerals, in and under the Property, but waives all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for same, provided, however, Grantor shall have authority to execute leases for the development of oil, gas and other minerals under said land and remaining lands adjoining the property and may provide for directional drilling under the surface of the above-described premises from such adjoining and remaining lands.

This easement shall be effective on April 1, 1991.

EXECUTED on this the ____ day of March, 1991.

ATTEST:

Arthur H. Dilly
Arthur H. Dilly
Executive Secretary

THE BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

By: James P. Duncan
James P. Duncan
Executive Vice Chancellor
for Academic Affairs

APPROVED AS TO CONTENT:

G. Charles Franklin
G. Charles Franklin
Vice President
for Business Affairs

APPROVED AS TO FORM:

Linward Shivers
Linward Shivers
University Attorney

AGREED TO AND ACCEPTED BY
TRAVIS COUNTY, TEXAS

By: Bill Aleshire Samuel T. Biscoe
County Judge
Travis County, Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29th day of MARCH, 1991, by James P. Duncan, Executive Vice Chancellor for Academic Affairs, for the Board of Regents of The University of Texas System on behalf of said Board.

HOLLY WRIGHT Notary Public
in and for the State of Texas
My Commission Expires 2-22-93

Holly Wright
Notary Public in and for
The State of Texas

ADDRESS OF GRANTEE:

Travis County, Texas
Travis County Courthouse
Austin, Texas 78701
Attn: Judge Aleshire

TRACT 1

FIELD NOTES FOR 4.744 ACRES OF LAND

FIELD NOTES DESCRIBING 4.744 ACRES OF LAND OUT OF THE JAMES ROGERS SURVEY NO. 19, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, SAID 4.744 ACRES BEING OUT OF AND A PART OF TRACT NO. THREE, A 67.26 ACRE TRACT AS DESCRIBED IN A DEED TO THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM AS RECORDED IN VOLUME 4971, PAGE 1661, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID 4.744 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a point in the east right-of-way line of U.S. Highway 183 and the west line of a 9.95 acre tract of land as conveyed to the Board of Regents of the University of Texas System as Tract No. Four recorded in Volume 4971, Page 1661 of the Travis County, Texas Deed Records, same being the most northwesterly corner of a 6,943 Sq. Ft. tract of land as described in a Release of Right-of-Way Easement Deed to the Board of Regents of the University of Texas System of record in Volume 9469, Page 339 of the Travis County, Texas Deed Records, same also being in the south right-of-way line of Braker Lane;

THENCE, with the south right-of-way line of Braker Lane, same being the north line of said 6,943 Sq. Ft. tract N 86°00'17" E, 281.41 feet (Record N 84°38'34" E, 281.41 feet) to an iron pin found for the most easterly corner of said 6,943 Sq. Ft. tract, same also being in the south line of that certain Tract Two described in a Right-of-Way Easement Deed to the City of Austin as recorded in Volume 8122, Page 601 of the Travis County, Texas Deed Records;

THENCE, continuing with the south right-of-way line of Braker Lane, same being the south line of said Tract Two Right-of-Way Easement the following three (3) courses:

1. S 89°58'37" E, 580.25 feet (Record N 88°39'40" E, 580.21 feet) to a railroad spike found for the beginning of a curve to the right;
2. With said curve to the right whose elements are a radius of 980.70 feet, a tangent length of 255.53 feet, an arc length of 499.94 feet, a central angle of 29°12'28", and whose chord bears S 75°22'56" E, a chord length of 494.54 feet (Record chord bearing S 76°44'10" E, chord length of 494.50 feet) to an iron pin found;
3. S 60°45'43" E (Record S 62°08'00" E), 629.26 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, continuing with the south line of said existing south Right-of-Way Easement for Braker Lane S 60°45'43" E (Record S 60°08'00" E), 170.00 feet to the beginning of curve to the left;

THENCE, through the interior of said 67.26 acre tract same being along the proposed east right-of-way line of Stonelake Boulevard the following four (4) courses:

1. With said curve to the left whose elements are a radius of 25.00 feet, a central angle of 90°00'00", a tangent length of 25.00 feet, an arc length of 39.27 feet, and whose chord bears S 74°14'17" W, a chord length of 35.36 feet to a point;
2. S 29°14'17" W, 125.00 feet to a point for the beginning of a curve to the left;

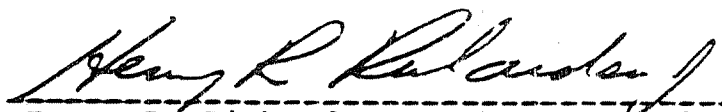
3. With said curve to the left whose elements are a radius of 1226.68 feet, a central angle of $36^{\circ}33'27''$, an arc length of 782.68 feet, a tangent length of 405.18 feet, and whose chord bears $S 10^{\circ}57'33'' W$ for a chord length of 769.47 feet, to a point for the end of said curve;
4. $S 07^{\circ}19'10'' E$, 793.11 feet to a point in the south line of said 67.26 acre tract;

THENCE, along the south line of said 67.26 acre tract $N 60^{\circ}50'59'' W$, 149.22 feet to a point;

THENCE, leaving the south line of said 67.26 acre tract and through the interior of said 67.26 acre tract, same being the proposed west line of said Stonelake Boulevard the following four (4) courses:

1. $N 07^{\circ}19'10'' W$, 704.41 feet to the beginning of a curve to right;
2. With said curve to the right whose elements are a radius of 1346.68 feet, a central angle of $36^{\circ}33'27''$, a tangent length of 444.82 feet, an arc length of 859.25 feet, and whose chord bears $N 10^{\circ}57'33'' E$, a chord length of 844.75 feet;
3. $N 29^{\circ}14'17'' E$, 125.00 feet to the beginning of a curve to the left;
4. With said curve to the left whose elements are a radius of 25.00 feet, a central of angle $90^{\circ}00'00''$, a tangent length of 25.00 feet, an arc length of 39.27 feet, and whose chord bears $N 15^{\circ}45'43'' W$, a chord length of 35.36 feet to a POINT OF BEGINNING, and containing 4.744 acres of land more or less.

I HEREBY CERTIFY that these notes were prepared by Jeryl Hart Engineers, Inc. from an actual survey made on the ground and from office calculations and are true and correct to the best of my knowledge.


Henry R. Richardson, Jr. R.P.S. #2446

10/1/86
Date

236,86009d



Travis County Commissioners Court Agenda RequestMeeting Date: April 6, 2010I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Language:

RECEIVE NOTICE OF ISSUANCE OF ELECTION ORDER FOR THE INCREASE OF THE SALES TAX RATE IN EMERGENCY SERVICES DISTRICT NO. 6.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

--	--

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 MAR 31 AM 11:40



Lake Travis Fire & Rescue

Travis County Emergency Services District No. 6

RECEIVED
COUNTY JUDGE'S OFFICE
10 MAR 26 AM 8:51

March 24, 2010

The Honorable Samuel T. Biscoe
County Judge
Travis County Commissioner's Court
314 W. 11th St., #520
Austin, TX 78701

The Honorable Ron Davis
Commissioner, Precinct 1
Travis County Commissioner's Court
314 W. 11th St., #510
Austin, TX 78701

The Honorable Sarah Eckhardt
Commissioner, Precinct 2
Travis County Commissioner's Court
314 W. 11th St., #500
Austin, TX 78701

The Honorable Karen Huber
Commissioner, Precinct 3
Travis County Commissioner's Court
314 W. 11th St., #530
Austin, TX 78701

The Honorable Margaret Gómez
Commissioner, Precinct 4
Travis County Commissioner's Court
314 W. 11th St., #525
Austin, TX 78701

RE: Notice of Issuance of Election Order for the Increase of the Sales Tax Rate
In Emergency Services District No.6

VIA HAND DELIVERY

Dear Judge Biscoe and Commissioners Davis, Eckhardt, Huber and Gómez:

Emergency Services District No.6 respectfully submits the following notice in accordance with Section 775.0751 of Chapter 775 of the Texas Health and Safety Code.

Chapter 775 (Emergency Services Districts) of the Texas Health and Safety Code was amended by Senate Bill 1502 of the 80th Regular Session of the Texas Legislature ("SB1502"). The new language of Section 775.0751 (Exhibit A) requires all Emergency Service Districts (ESDs) that are considering a sales tax adjustment to:

"....(2) not later than the 30th day after the date on which the board issues the election order, gives, for informational purposes, written or oral notice on the proposed imposition, increase, or abolition of the sales and use tax, including the reasons for the proposed change, to the Commissioners Court of each County in which the district is located...."

In addition, SB 1502 amended Texas Health & Safety Code 775.0751 to allow an ESD to conduct a local sales tax election even though a portion of the ESD already has reached the two percent local government sales and use tax cap established by the Texas Legislature. The new statutory language allows an ESD to conduct a local sales and use tax election in those areas of the ESD that have not reached the two percent cap, by excluding from the proposed election, and the applicability of a proposed sales and use tax, any territory in the district where the local government sales and use tax is already at two percent.

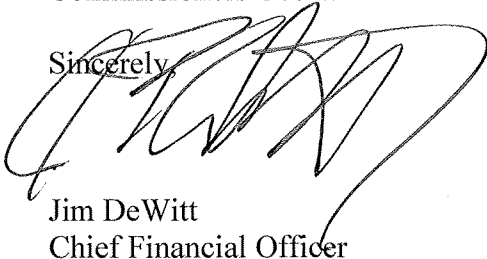
Travis County Emergency Services District No.6 approved Resolution 2010-04 (Exhibit B), on February 25, 2010. Pursuant to this Resolution, the District ordered an election to be held on May 8, 2010. At this election, eligible voters in the District may cast their ballots either "For" or "Against" the following proposition:

"The increase in the rate of the local sales and use tax imposed by Emergency Services District No. 6 (Lake Travis Fire and Rescue) from one percent (1%) to one and three quarters percent (1 and $\frac{3}{4}$ %)"

The purpose of this proposition is to generate an additional \$300,000 in annual revenue for ESD No. 6. Voters will have the opportunity to decide on the hiring of additional firefighters and EMTs. This will facilitate better distribution of career and volunteer members throughout the service area. The purpose of the proposition is to address the growing needs of a rapidly increasing population.

If desired, the District will be pleased to present this report in person to the Travis County Commissioners Court.

Sincerely,



Jim DeWitt
Chief Financial Officer

Attachments: Exhibit A – Chapter 775.0751
Exhibit B - Resolution 2007-06

Exhibit A

Sec. 775.0751. SALES AND USE TAX. (a) A district may adopt a sales and use tax, change the rate of its sales and use tax, or abolish its sales and use tax at an election held as provided by Section 775.0752. The district may impose the tax at a rate from one-eighth of one percent to two percent in increments of one-eighth of one percent. Revenue from the tax may be used for any purpose for which ad valorem tax revenue of the district may be used.

(b) Chapter 323, Tax Code, applies to the application, collection, and administration of the tax imposed under this section. The comptroller may make rules for the collection and administration of this tax in the same manner as for a tax imposed under Chapter 323, Tax Code. Where a county and a hospital district both impose a sales and use tax, the comptroller may by rule provide for proportionate allocation of sales and use tax collections between a county and a hospital district on the basis of the period of time each tax is imposed and the relative tax rates.

(c) Except as provided by Subsection (c-1), a district may not adopt a tax under this section or increase the rate of the tax if as a result of the adoption of the tax or the tax increase the combined rate of all sales and use taxes imposed by the district and other political subdivisions of this state having territory in the district would exceed two percent at any location in the district.

(c-1) A district that otherwise would be precluded from adopting a sales and use tax under Subsection (c) may adopt a sales and use tax, change the rate of its sales and use tax, or abolish its sales and use tax at an election held as provided by Section 775.0752, if the board:

(1) excludes from the election and the applicability of any proposed sales and use tax any territory in the district where the sales and use tax is then at two percent; and

(2) not later than the 30th day after the date on which the board issues the election order, gives, for informational purposes, written or oral notice on the proposed imposition, increase, or abolition of the sales and use tax, including the reasons for the proposed change, to the commissioners court of each county in which the district is located.

(d) If the voters of a district approve the adoption of the tax or an increase in the tax rate at an election held on the same election date on which another political subdivision of this state adopts a sales and use tax or approves the increase in the rate of its sales and use tax and as a result the combined rate of all sales and use taxes imposed by the district and other political subdivisions of this state having territory in the portion of the district in which the district sales and use tax will apply would exceed two percent at any location in that portion of the district, the election to adopt a sales and use tax or to increase the rate of the sales and use tax in the district under this subchapter has no effect.

(e) to (h) Expired.

Added by Acts 1989, 71st Leg., 1st C.S., ch. 40, Sec. 3, eff. Sept. 1, 1989. Amended by Acts 2003, 78th Leg., ch. 235, Sec. 7, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 930, Sec. 6, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1385, Sec. 1, eff. June 15, 2007.

Sec. 775.0752. SALES AND USE TAX ELECTION PROCEDURES. (a) Except as otherwise provided by this subchapter, an election to adopt or abolish a district's sales and

use tax or to change the rate of the tax is governed by the provisions of Subchapter E, Chapter 323, Tax Code, applicable to an election to adopt or abolish a county sales and use tax.

(b) An election is called by the adoption of a resolution by the board. The board shall call an election if a number of qualified voters of the district equal to at least five percent of the number of registered voters in the district petitions the board to call the election.

(c) At an election to adopt the tax, the ballot shall be prepared to permit voting for or against the proposition: "The adoption of a local sales and use tax in (name of district) at the rate of (proposed tax rate) percent."

(d) At an election to abolish the tax, the ballot shall be prepared to permit voting for or against the proposition: "The abolition of the local sales and use tax in (name of district)."

(e) At an election to change the rate of the tax, the ballot shall be prepared to permit voting for or against the proposition: "The (increase or decrease, as applicable) in the rate of the local sales and use tax imposed by (name of district) from (tax rate on election date) percent to (proposed tax rate) percent."

Added by Acts 1989, 71st Leg., 1st C.S., ch. 40, Sec. 3, eff. Sept. 1, 1989.

Sec. 775.0753. SALES AND USE TAX EFFECTIVE DATE; BOUNDARY CHANGE. (a) The adoption or abolition of the tax or change in the tax rate takes effect on the first day of the first calendar quarter occurring after the expiration of the first complete calendar quarter occurring after the date on which the comptroller receives a notice of the results of the election.

(b) If the comptroller determines that an effective date provided by Subsection (a) will occur before the comptroller can reasonably take the action required to begin collecting the tax or to implement the abolition of the tax or the tax rate change, the effective date may be extended by the comptroller until the first day of the next succeeding calendar quarter.

(c) The provisions of Section 321.102, Tax Code, governing the application of a municipal sales and use tax in the event of a change in the boundaries of a municipality apply to the application of a tax imposed under this chapter in the event of a change in the district's boundaries.

Added by Acts 1989, 71st Leg., 1st C.S., ch. 40, Sec. 3, eff. Sept. 1, 1989.

Exhibit B

RESOLUTION NO. 2010-04

A RESOLUTION ordering an election to be held in Travis County Emergency Services District No. 6, making provision for the conduct of the election and resolving other matters incident and related to such election.

WHEREAS, the Commissioners of Travis County Emergency Services District No.6 hereby finds that an election should be held to determine whether to increase the local sales and use tax imposed by the District to the rate and in the locations hereinafter identified;

WHEREAS, the sales and use tax rate adopted by local governments and applicable in each of the City of Lakeway, the City of Bee Cave, the Village of the Hills, and those areas within the jurisdiction of Travis County Emergency Services District No. 6 in which the Mass Transit Authority (MTA) sales and use tax is currently imposed, is a total of two percent; and

WHEREAS, pursuant to Tex Health & Safety Code § 775.0751 an election to increase the rate of sales and use tax, and the applicability of such sales and use tax by an emergency services district must exclude any territory in the district where the sales and use tax is then at two percent, now, therefore,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6

SECTION 1: An election shall be held in Travis County Emergency Services District No. 6, excluding the territory of the City of Bee Cave the City of Lakeway, the Village of the Hills and those areas within the jurisdiction of Travis County Emergency Services District No. 6 in which the Mass Transit Authority (MTA) sales and use tax is currently imposed on the 8th day of May 2010, a uniform election date in the State of Texas, which date is sixty (62) or more days from the date of the adoption hereof. At such election, the following measure shall be submitted:

PROPOSITION NUMBER 1

The increase in the rate of the local sales and use tax imposed by Emergency Services District No. 6 (Lake Travis Fire & Rescue) from one percent (1%) to one and three-fourths percent (1^{3/4}%).

SECTION 2. Pursuant to Tex. Health & Safety Code § 775.0751, the proposed increase in the rate of the sales and use tax shall not be applicable in the City of Bee Cave, the City of Lakeway, the Village of the Hills, each wholly included in the territory of Travis County Emergency Services District No. 6 and those areas in which the Mass Transit Authority (MTA) sales and use tax is currently imposed, because the total sales and use tax in each of those jurisdictions is now at two percent.

SECTION 3: The election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The precincts and locations of the election day polling places; the dates, hours and locations of the early voting places; and the names of the officers appointed to conduct the election shall all be as determined by the Travis County Clerk pursuant to that agreement in effect on the date of this Resolution between the District and Travis County and as may be supplemented by further agreement between the District and Travis County and/or other political subdivisions for the

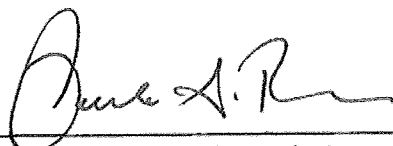
conduct of the May 2010 election in accordance with Chapter 271 of the Texas Election Code for the holding of joint elections with the various political subdivisions that share territory with the District and that are holding elections on the same day. A direct electronic recording voting system, as the term is defined in Title 8 of the Texas Election Code, shall be used for early voting and for voting conducted on election day. The central counting station is established at the Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas. The Board hereby authorizes Jim DeWitt to undertake those steps necessary to work with the Travis County Clerk to place this Proposition on the ballot for the May 8, 2010 Election and to ready the District for the conduct of the election to consider the measure, and to arrange for any necessary pre-clearance of such election. These actions shall include preparation of ballots and submission of necessary notices and filings. Ballots shall be prepared in accordance with the applicable provisions of the Election Code so the voters may cast their ballots either "FOR" or "AGAINST" the aforesaid proposition which shall appear on the ballot in substantially the following form:

PROPOSITION NUMBER 1


"The increase in the rate of the local sales and use tax imposed by Emergency Services District No. 6 (Lake Travis Fire & Rescue) from one percent (1%) to one and three-fourths percent (1^{3/4}%)"

SECTION 4: Notice of this election shall be given by posting and publishing a copy of this Resolution in both Spanish and English. The posted notice shall be posted at the District's administrative offices, 15304 Pheasant Lane, Austin, Travis County, Texas 78734 not later than the 21st day before election day. This Resolution shall also be published in a newspaper of general circulation in the territory of the District not earlier than the 30th day and not later than the 10th day before election day.

PASSES and APPROVED this the 25th day of February 2010


 Vice President, Board of Commissioners
 Travis County Emergency Services District No. 6

(District Seal)


 Treasurer Secretary, Board of Commissioners
 Travis County Emergency Services District No. 6

24Travis County Commissioners Court Agenda RequestVoting Session 04/06/2010
(Date)Working Session _____
(Date)

- I. A. Request made by:
- COUNTY ATTORNEY (Tim Labadie)
- Phone:
- 854-5864

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

- B. Requested Text:

RECEIVE BRIEFING FROM COUNTY ATTORNEY AND GIVE DIRECTION CONCERNING WHETHER TO FILE SUIT AGAINST ROBERT LOPEZ TO RECOVER DAMAGES TO A COUNTY-OWNED GUARDRAIL AND TAKE APPROPRIATE ACTION; EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE § 551.071(1)(A).

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

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

III. Required Authorizations: Please check if applicable:

- A. Planning and Budget Office (854-9106)

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

- B. Human Resources Department (854-9165)

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

- C. Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

- D. County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 MAR 25 AM 10:12

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

Travis County Commissioners Court Agenda RequestVoting Session 04/06/2010
(Date)Working Session _____
(Date)

- I. A. Request made by: COUNTY ATTORNEY (Tim Labadie) Phone: 854-5864

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

- B. Requested Text:

RECEIVE BRIEFING FROM COUNTY ATTORNEY AND GIVE DIRECTION CONCERNING WHETHER TO FILE SUIT AGAINST DANIEL VENCES AND/OR OLGA HERNANDEZ TO RECOVER DAMAGES TO A COUNTY-OWNED GUARDRAIL AND TAKE APPROPRIATE ACTION; EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE § 551.071(1)(A).

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

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

- III. Required Authorizations: Please check if applicable:

- A. Planning and Budget Office (854-9106)

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

- B. Human Resources Department (854-9165)

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

- C. Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

- D. County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 MAR 25 AM 10:12

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

25**Travis County Commissioners Court Agenda Request**Voting Session 04/06/2010
(Date)Working Session _____
(Date)I. A. Request made by: **COUNTY ATTORNEY (Tim Labadie)** Phone: **854-5864**

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

**RECEIVE BRIEFING FROM AND GIVE DIRECTION TO
COUNTY ATTORNEY IN THE MATTER OF TRAVIS COUNTY V.
FLINT HILLS RESOURCES, L.P. AND KOCH PIPELINE CO., L.P.
AND TAKE APPROPRIATE ACTION; EXECUTIVE SESSION
ALSO, PURSUANT TO TEX. GOV'T CODE §551.071(1)(A & (B)).**C. Approved by: _____
Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

A. Planning and Budget Office (854-9106)

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

B. Human Resources Department (854-9165)

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

C. Purchasing Office

____ Bid, Purchase Contract, Request for Proposal, Procurement

D. County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 MAR 29 AM 8:54**AGENDA REQUEST DEADLINE:** This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

26✓

Roger A. El Khoury

Voting Session: April 6, 2010

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

B. Requested text:

Consider and take appropriate action regarding request from the City of Austin to extend the purchase and sale agreement by 60 days for the sale of County-owned land off FM 969 in East Austin. (Exec Session Gov't Code Ann 551.071 & 551.072)

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

_____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

X Contract, Agreement, Policy & Procedure

10 MAR 30 PM 1:44
RECEIVED
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda RequestVoting Session 6 April 2010
(Date)Working Session _____
(Date)

- I. A. Request made by:
- COUNTY ATTORNEY (Tim Labadie)
- Phone:
- 854-5864

Signature of Elected Official/Appointed Official/Executive
Manager/County Attorney

- B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Gary Buckingham, Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

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

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

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

Danny Hobby 854-9367

- III. Required Authorizations: Please check if applicable:

- A. Planning and Budget Office (854-9106)

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

- B. Human Resources Department (854-9165)

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

- C. Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

- D. County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 MAR 30 PM 3:59

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

Travis County Commissioners Court Agenda RequestVoting Session 6 April 2010
(Date)Working Session _____
(Date)

- I. A. Request made by: COUNTY ATTORNEY (Tim Labadie) Phone: 854-5864

Signature of Elected Official/ Appointed Official/ Executive
Manager/ County Attorney

- B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Aubree Ledbetter, Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

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

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

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

Danny Hobby 854-9367

- III. Required Authorizations: Please check if applicable:

- A. Planning and Budget Office (854-9106)

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

- B. Human Resources Department (854-9165)

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

- C. Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

- D. County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 APR 31 AM 9:04

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

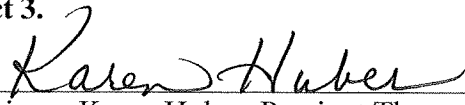
Work Session _____

Voting Session 04/06/10I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

Approve setting a Public Hearing on April 27, 2010 to receive comments regarding a request to authorize the filing of an instrument to vacate one 5' public utility easement located along the west lot line of Lot 74 of Cardinal Hills Estates, Unit 15 – a subdivision in Travis County, Precinct 3.

C. Approved by: _____


 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

Anna Bowlin - 854-9383

Austin American-Statesman

Joe Arriaga - 854-9383

10 MAR 19 AM 10:29

RECEIVED
COUNTY JUDGE'S OFFICE

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.



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: March 16, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: *AB* Anna Bowlin, Division Director – Development Services

SUBJECT: **Approve setting a Public Hearing on April 27, 2010 to receive comments regarding a request to authorize the filing of an instrument to vacate one 5' public utility easement located along the west lot line of Lot 74 of Cardinal Hills Estates, Unit 15 – a subdivision in Travis County, Precinct 3.**

Summary and Staff Recommendation:

TNR has received a request to vacate a 5' public utility easement (PUE) located along the west lot line of Lot 74 of Cardinal Hills Estates, Unit 15. The easement is dedicated per plat note. Lot 74 fronts on Lariat Trail, a street maintained by Travis County.

According to the request letter, the purpose of this vacation request is so that the owner can construct a privacy wall and fence within the area that is currently considered a PUE. As it is now the proposed improvements would encroach on said easement.

The utility companies known to be operating in the area have stated that they have no objection to vacating the subject easements. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Page 2

March 16, 2010

Issues and Opportunities:

Travis County has no need for the subject easement 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 easement needs 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 easement 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 Lariat Trail

10-PUE-05

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a 5' public utility easement located along the west lot line of Lot 74 within Cardinal Hills Estates, Unit 15 as recorded in Book 52, Page 13 of the Plat Records of Travis County, Texas, so that the owner can construct a privacy wall and fence without encroaching on the 5' public utility easement; and

WHEREAS, utility providers knowing to be serving the area have indicated that they have no need for the public utility easement 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 easement 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 April 27, 2010 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the 5' public utility easement located along the west lot line of Lot 74 within Cardinal Hills Estates, Unit 15, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2010.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

**FIELD NOTES TO ACCOMPANY MAP OF SURVEY
723 SQUARE FEET OF LAND
PORTION OF LOT 74
CARDINAL HILLS ESTATES UNIT 15**

FIELD NOTE DESCRIPTION OF 723 SQUARE FEET OF LAND OUT OF LOT 74, CARDINAL HILLS ESTATES, UNIT 15, A SUBDIVISION OF RECORD IN BOOK 52, PAGE 13 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 5.00 FOOT WIDE PUBLIC UTILITY EASEMENT LOCATED ALONG THE WEST LINE OF THE SAID LOT 74 AS DEDICATED BY THE PLAT OF SAID CARDINAL HILLS ESTATES, UNIT 15. THE SAID 723 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½ inch diameter steel pin found on the north line of Lariat Trail at the southwest corner of the said Lot 74, the same being the southeast corner of Lot 73;

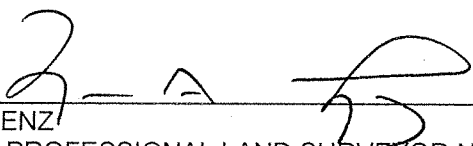
THENCE, N 31°24'26" E, a distance of 144.70 feet along the west line of the said Lot 74 to the northwest corner of the herein described parcel, from which a ½ inch diameter steel pin set with cap stamped 'Lenz & Assoc.' at the northwest corner of said Lot 74, bears N 31°24'26" E, 5.00 feet.

THENCE, S 58°26'00" E, a distance of 5.00 feet, being 5 feet from and parallel to the north line of the said Lot 74, to a point at the intersection with the east line of the said 5.00 foot wide Public Utility Easement;

THENCE, S 31°24'26" W, a distance of 144.70 feet along the east line of the said 5.00 foot wide Public Utility Easement to the intersection with the south line of the said Lot 74, from which a ½ inch diameter steel pin found at the southeast corner of the said Lot 74 bears S 58°25'05" E, 75.46 feet;

THENCE, N 58°25'05" W, a distance of 5.00 feet along the north line of Lariat Trail and the south line of the said Lot 74 to the **POINT OF BEGINNING**, containing 723 square feet of land, more or less.

I, HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION ON SEPTEMBER 17, 2008.

 6-30-09

TIMOTHY A. LENZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4393
Lenz & Associates, Inc.
1714 Fort View Road, Suite 200
Austin, Texas 78704

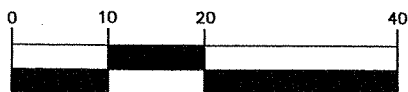
2008-0561A



MAP TO ACCOMPANY FIELD NOTES



GRAPHIC SCALE



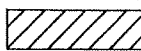
(IN FEET)

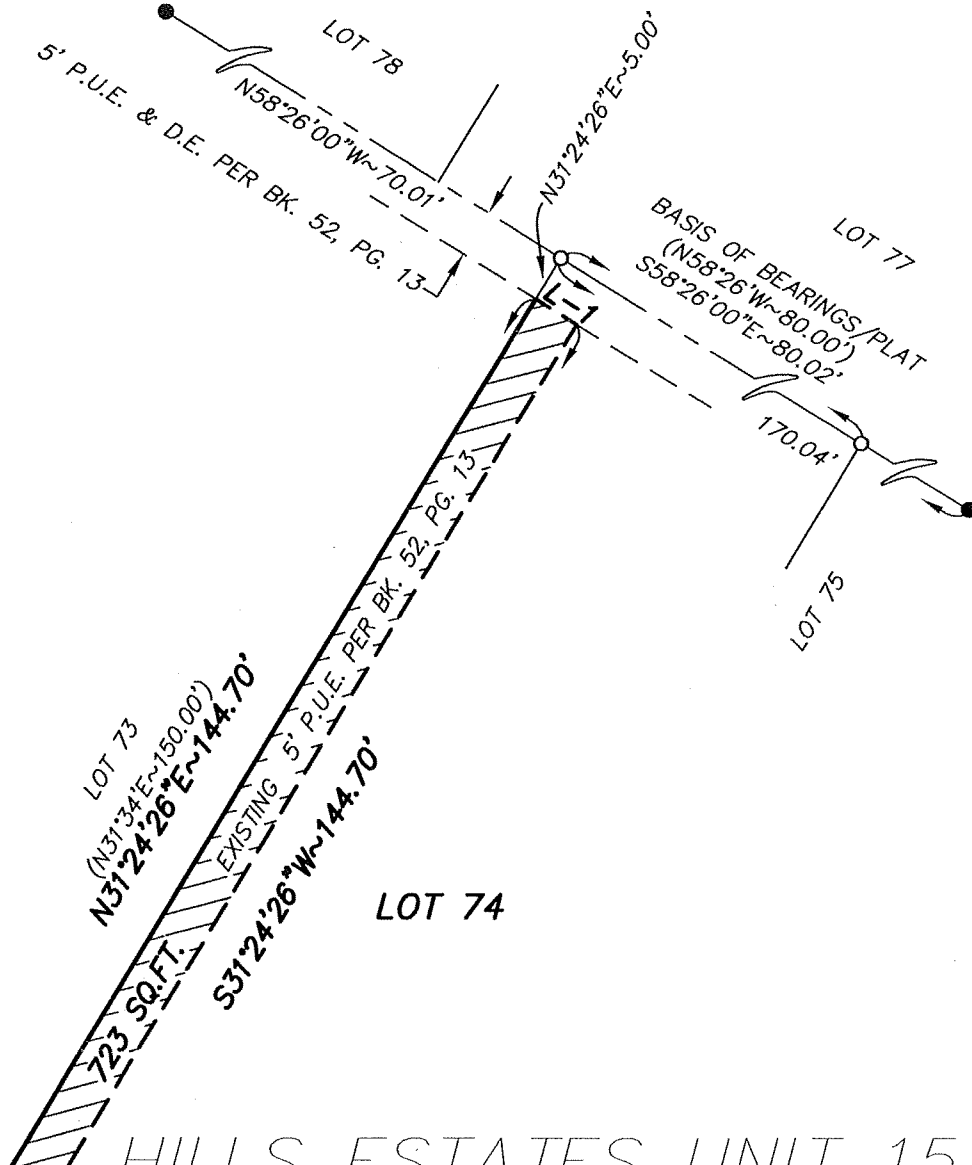
1 inch = 20 ft.

LEGEND

- 1/2" STEEL PIN FOUND (UNLESS NOTED)
- 1/2" STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'

P.U.E. PUBLIC UTILITY EASEMENT
(BRG.~DIST.) RECORD CALL

 PORTION OF EASEMENT TO BE RELEASED



CARDINAL

HILLS ESTATES UNIT 15

DAVID L. GRISSOM AND JUDITH E. GRISSOM

15102 LARIAT TRAIL
AUSTIN, TEXAS 78734
LAWYERGRISSOM@AOL.COM
JPGRISSOM@AOL.COM

March 5, 2009

Travis County-TNR
Attn: Paul Scoggins, 8th Floor
P.O. Box 1748
Austin, Texas 78767

Re: Vacating Public Utility Easement

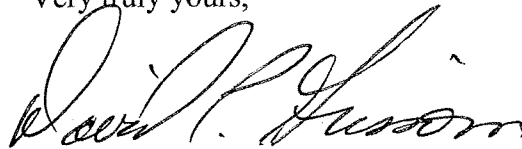
Dear Mr. Scoggins:

My wife, Judith Grissom, and I reside at 15104 Lariat Trail, Austin, Texas 78734-2343. We would like to construct a privacy wall and a fence, within the five (5) foot utility easement located on our property, and would therefore request Travis County to vacate this easement. The easement is between Lots 73 and 74, but is entirely within the boundary of our Lot 74. Please find attached the following documents:

- 1) Sketch of privacy wall;
- 2) Field notes and survey of easement; and
- 3) Release documents from ATT&T, Time Warner Cable, Travis County Water Control and Improvement District 17, LCRA, and Austin Energy

Please find enclosed our check made payable to Travis County for \$315.00. The easement serves no purpose and no utility company has any use for it. Travis County has accepted the maintenance of the subdivision in which our property is located.

Very truly yours,



David L. Grissom



TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734
• Phone (512) 266-1111 • Fax (512) 266-2790

pd.

OK Horn 6.2.09

UTILITY EASEMENT RELEASE APPLICATION

Date: 5/28/09

A release of the following utility easement(s) is hereby requested.
(\$25.00 fee is required)

Property
Address:

15102 Lariat Trail, Austin, Tx 78734-2343

Legal Description:

Lot 74, Cardinal Hills Estates, Unit 15,
Travis County, Texas

A plat drawing with the easement highlighted must accompany this application.

Applicant Name:

Judith E. & David L. Grissom

Address:

15102 Lariat Trail
Austin, Texas 78734-2343

Reason for Request :

Building privacy wall



Water District 17 **DOES NOT** have a need for an easement on the property as described in the accompanying document. The easement(s) is (are) hereby released.

Water District 17 **DOES** have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

A.S. Gernes

Signature

Date

Deborah S. Gernes

Printed Name

General Manager

Title

Please return this completed form to:

David L. Grissom

Name

15102 Lariat Trail

Address

Austin, Texas 78734-2343

City/State/Zip

Phone: 7135426651

Fax: 18885359258



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, AND David L. Grissom, GRANTEE, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in Travis County, Texas, and described as follows:

Lot 74, Cardinal Hills Estates, Unit 15, Deed of record in Document 2009081566, Property Records of Travis County, Texas

Said land of GRANTEES being subject to:

Public utility easement recorded in Volume 52, Page 13, Plat Records of Travis County, Texas,

The portion of said easement to be hereby released is described as follows:

The 5 foot PUE on the Northwest side property line of said Lot, 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 21st day of JULY, 2009.

SOUTHWESTERN BELL TELEPHONE COMPANY

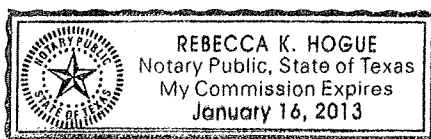
Name : STEVE FOUGERON

Title: MANAGER ENGINEERING DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STEVE FOUGERON, 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 21st day of JULY, 2009.



Rebecca K. Hogue
Notary Public in and for the State of TEXAS
My Commission Expires JAN. 16, 2013

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 473-9436
Engineering Services FAX (512) 708-4649

CASE # 4901, WZ-32

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of EUE on The West Side Of Property Located At 15102 Lariat Trails (address) Lot 74 Carrollat Hills Estates Unit 15, Deeded To Owners By Special Warranty Deed Filed For Record On May 19, 2009, Instrument # 2009081566, The Owners Would Like Build A Privacy Wall (legal description) and as described on the enclosed drawing or document. An action of the Commissioner's Court of Travis County is pending your return of this statement; your prompt reply is requested.

STATEMENT

☒ We (Austin Energy) do not have need for an easement on the property described above and on the accompanying document.

☐ We (Austin Energy) do have a need for an easement on the property described above and on the accompanying document.

Signature

Judith E. Fowler

Printed Name.

Distribution Process Manager

Title

Austin Energy

Utility Company or District

7-15-09

Date

Please return this completed form to the address below

Please return to: Judith & David L. Grissom
15102 Lariat Trail
Austin, Texas 78734-2343
Email: jaygrissom@gmail.com



July 27, 2009

David L. Grissom
15102 Lariat Trail
Austin, TX 78734-2343

Dear Mr. Grissom:

LCRA has no facilities in the 5 ft. P.U.E. easement located along the west side of your property at 15102 Lariat Trail, Austin, Texas 78734-2343 – Legal Description: Lot 74, Cardinal Hills Estates, Unit 15, Travis County, Texas.

If you have any questions, please call me at my direct number (512) 369-4176 or at (800) 776-5272 Ext. 4176 or e-mail me at harriet.peppel@lcra.org.

Sincerely,

A handwritten signature in black ink that reads "Harriet Peppel". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Harriet Peppel
Real Estate Services
LCRA Transmission Services



**STATE OF TEXAS
COUNTY OF TRAVIS**

RELEASE OF EASEMENT

WHEREAS, the plat of Lots 73 and 74, Unit 15, Cardinal Hills Estates, Austin, Texas, a subdivision in the County of Travis, of record in Volume 52, Page 13, of the Plat Records of Travis County, Texas, and said plat record reflects a five foot public utility easement along either side of the common lot lines of said subdivision for the installation of public utilities; AND

WHEREAS, all utilities are in place within other dedicated easements on said lots and no further need exists for the above easements as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, in the above addressed lots in said subdivision.

EXECUTED this 22nd **day of** June, 2009.

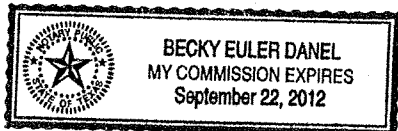

**Laurie Schumpert, Designer
Time Warner Cable**

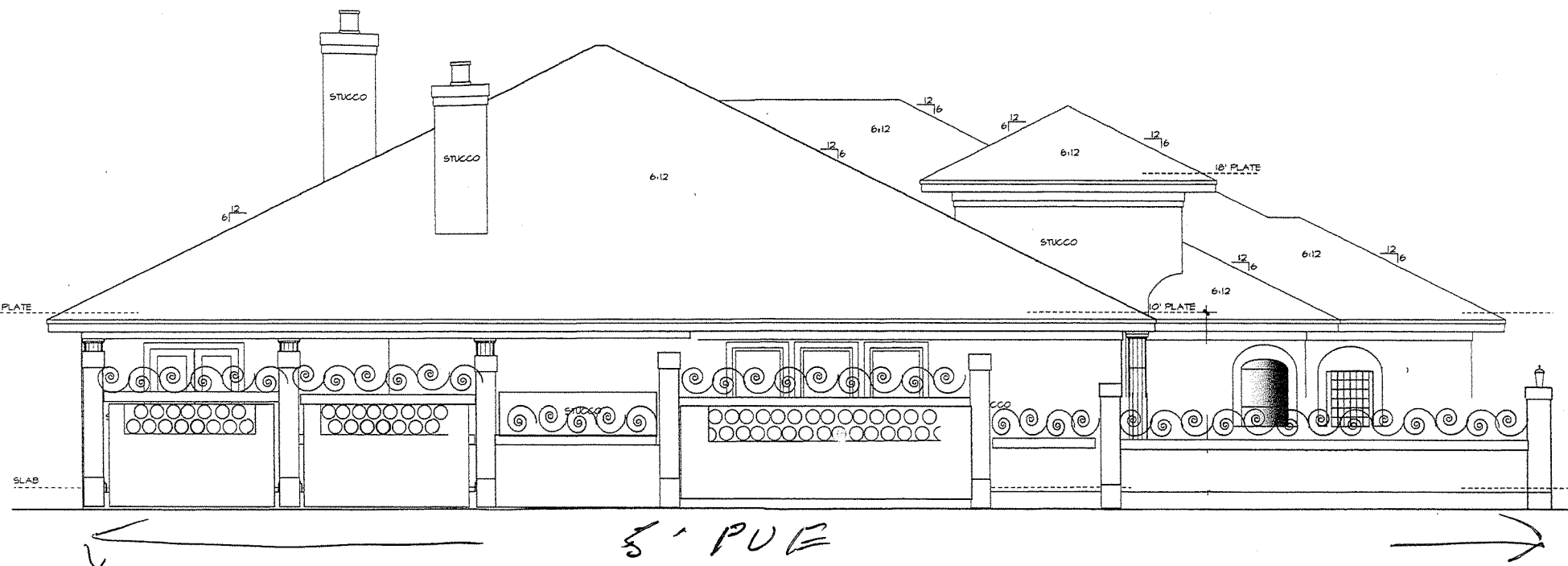
BEFORE ME, the undersigned authority, on this day personally appeared Laurie Schumpert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed, as the act and deed for Time Warner Cable, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 22nd **day of**
June, 2009.


Notary Public, State of Texas

My commission expires: 9/22/2012





JUDITH E. GRISSOM AND
DAVID L. GRISSOM
15102 LARIAT TRAIL
AUSTIN, TRAVIS COUNTY, TEXAS

SCALE 1"=30'



LEGEND

- 1/2" ROD FOUND
- - - - - METAL FENCE
- BL BUILDING LINE
- PUE PUBLIC UTILITY ESMT
- DE DRAINAGE ESMT
- () RECORD INFORMATION
- ☑ WATER METER
- ☑ CABLE RISER
- ☑ SEPTIC
- ☑ AIR CONDITIONER

LEGAL DESCRIPTION:

LOT 74, CARDINAL HILLS ESTATES,
UNIT 15, TRAVIS COUNTY, TEXAS,
ACCORDING TO MAP OR PLAT THEREOF
RECORDED IN VOLUME 52, PAGE 13, OF
THE PLAT RECORDS OF TRAVIS COUNTY,
TEXAS, AND RATIFIED PER VOLUME
13235, PAGE 1575, OFFICIAL PUBLIC
RECORDS, TRAVIS COUNTY, TEXAS.

RESTRICTIONS:

SUBJECT TO RESTRICTION IN VOLUME 3839,
PAGE 1825, DOCUMENT 2004152350
(RE-RECORDED IN DOCUMENTS 2004168394,
2004210619, 2004240939) AND AS PER PLAT IN
VOLUME 52, PAGE 13 (RATIFIED IN VOLUME
13235, PAGE 1575).

SUBJECT TO PERPETUAL EASEMENT
GRANTED TO THE LOWER COLORADO RIVER
AUTHORITY IN VOLUME 579, PAGE 505,
VOLUME 651, PAGE 542.

SUBJECT TO PUBLIC UTILITY EASEMENT
GRANTED TO THE CITY OF AUSTIN IN
DOCUMENTS 2004105415, 2004133818.

SUBJECT TO DRAINAGE EASEMENT IN
DOCUMENT 2004149904.

THIS PROPERTY DOES NOT LIE WITHIN THE
100 YEAR FLOOD-PLAIN, AND HAS A ZONE "X"
RATING AS SHOWN ON THE FLOOD
INSURANCE RATE MAPS

F.I.R.M. MAP NO.: 48453C0220H

PANEL: 0220H

DATED: 9-26-2008

THIS CERTIFICATION IS FOR INSURANCE
PURPOSES ONLY AND IS NOT A GUARANTEE
THAT THIS PROPERTY WILL OR WILL NOT
FLOOD. CONTACT YOUR LOCAL
FLOOD-PLAIN ADMINISTRATOR FOR THE
CURRENT STATUS OF THIS TRACT.

SURVEY DATE: DECEMBER 23, 2008

TITLE CO. FIRST AMERICAN TITLE INS.

G.F. NO. 1288475-AU10

JOB NO. A1211808

FIELD BY REX NOWLIN 12.19.2008

CALC. BY EDWARD RUMSEY 12.22.2008

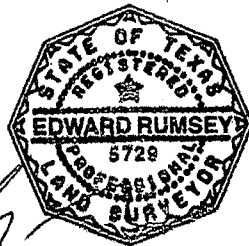
DRAWN BY JEREMY WARREN 12.23.2008

CHECKED BY JEREMY WARREN 12.23.2008

RPLS CHECK JEREMY WARREN 12.23.2008

ALLSTAR
Land surveying

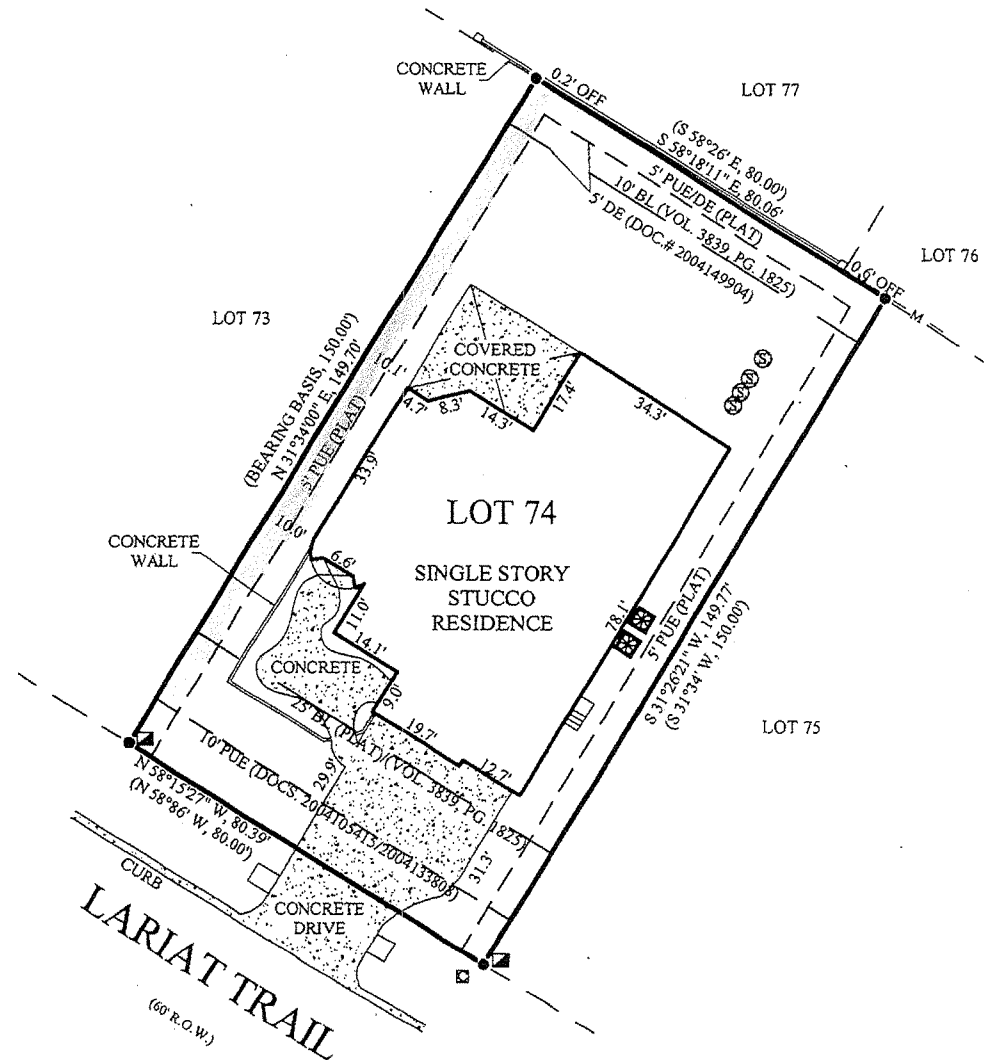
9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
WWW.ALLSTARLANDSURVEYING.COM



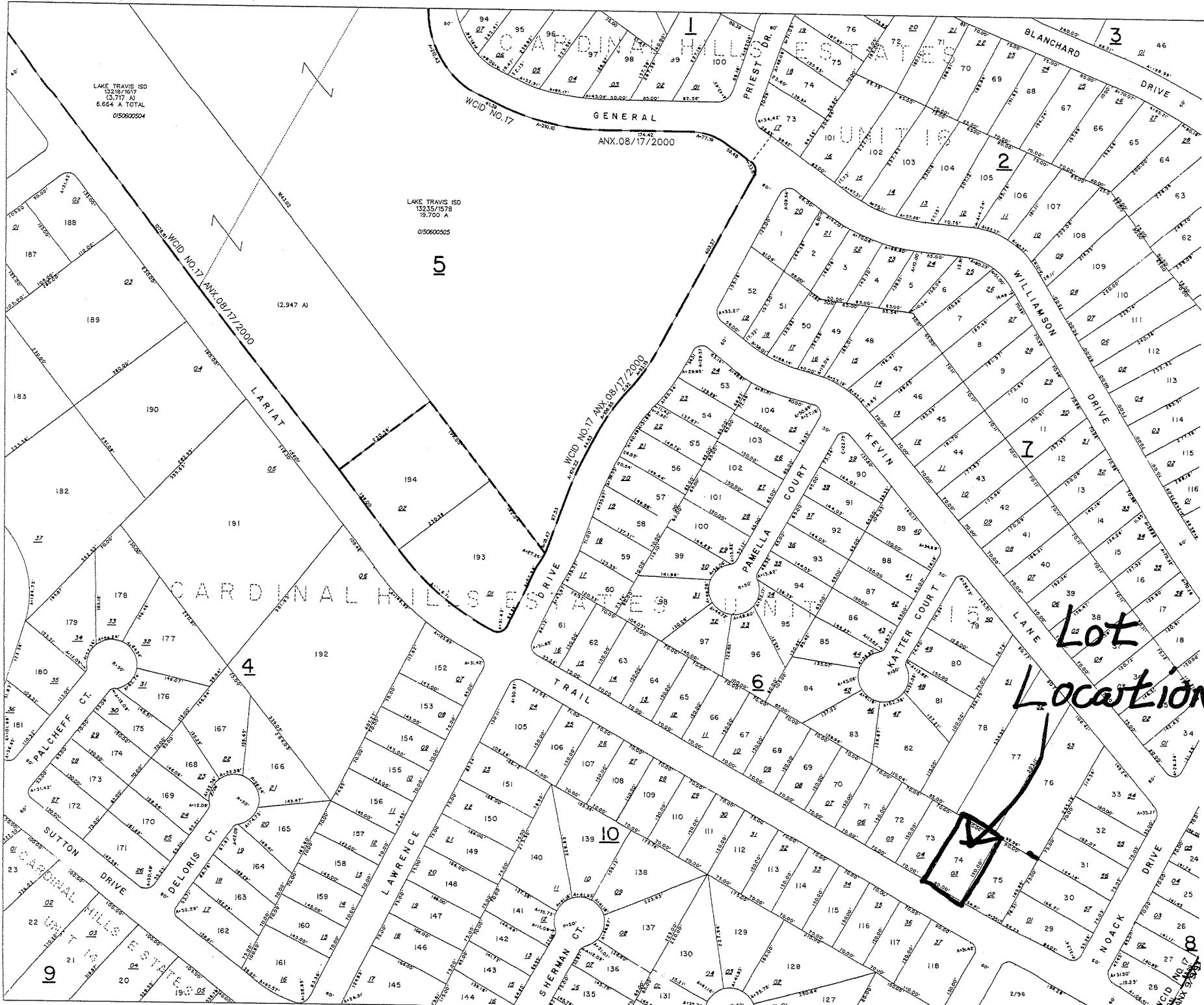
TO THE LIEN HOLDER AND / OR OWNERS OF THE PREMISES SURVEYED AND TO:

FIRST AMERICAN TITLE INSURANCE COMPANY

I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY
SUPERVISION AND TO THE BEST OF MY KNOWLEDGE OF THE PROPERTY LEGALLY
DESCRIBED HEREON AND THAT THERE ARE NO BOUNDARY LINE CONFLICTS,
ENCROACHMENTS OVERLAPPING OF IMPROVEMENTS, OR ROADS IN PLACE, EXCEPT
AS SHOWN HEREON, AND CERTIFIES ONLY TO THE LEGAL DESCRIPTION AND
EASEMENTS SHOWN ON THE REFERENCE TITLE COMMITMENT.



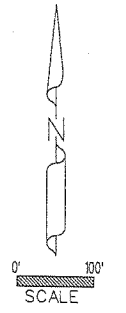
****BUILDING LINE****
INTERIOR SIDE TO BE NOT
LESS THAN 10% OF LOT WIDTH FEET



REVISIONS
04/07/2003 GMR

JURISDICTIONS
LAKE TRAVIS ISO
TCSD NO.6
WCD NO.17
TRAVIS COUNTY

TRAVIS CENTRAL APPRAISAL DISTRICT
P.O. Box 149012
Austin, Tx 78714
Internet Address WWW.TRAVISCAD.ORG
Main Telephone Number (512)834-9317 Appraisal Information (512)834-9138
Fax Number (512)835-5371

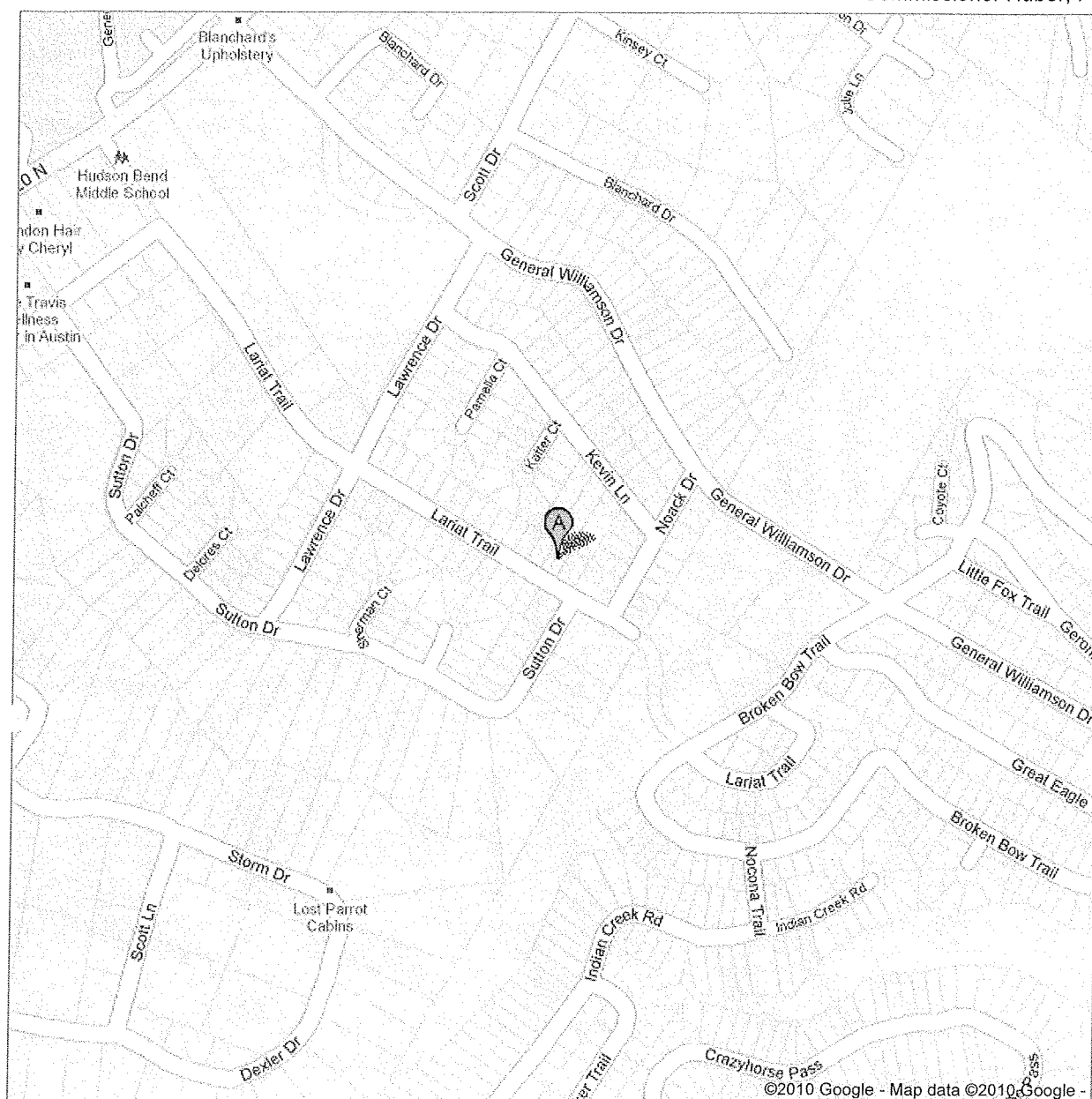


MAP NO.
15060

15263	15260	15258
15063	15060	15058
14763	14760	14758

1" = 400' MAP
REFERENCE
15167

Google maps

Address **15102 Lariat Trail**
Austin, TX 78734Notes Vacate a 5' PUE located along
the west lot line of Lot 74 of
Cardinal Hills Estates, Unit 15.
Commissioner Huber, Precinct 3

©2010 Google - Map data ©2010 Google -

WS # _____

VS # _____

C4

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 04/06/10I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

Approve setting a Public Hearing on April 27, 2010 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along the common lot line of Lots 1347 and 1348 of the Amended Plat of Apache Shores, Section 3 – a subdivision in Travis County, Precinct 3.

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

II. A. Is backup material attached?*

Yes X

No _____

*Any backup material to be presented to the court must be submitted with this Agenda.

Request – 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?

Yes X No _____ Please list those contacted and their phone number.

John Hille - 854-9415

Austin American-Statesman

AB Anna Bowlin - 854-9383

Joe Arriaga - 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 MAR 19 AM 10:29



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


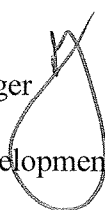
fax 512-854-4649

MEMORANDUM

DATE: March 16, 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 April 27, 2010 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along the common lot line of Lots 1347 and 1348 of the Amended Plat of Apache Shores, Section 3 – a subdivision in Travis County, Precinct 3.**

Summary and Staff Recommendation:

TNR has received a request to vacate two 5' public utility easements (PUE) located along the common lot line of Lots 1347 and 1348 of the Amended Plat of Apache Shores, Section 3. The easements are dedicated per plat note. Both lots front on a portion of Broken Bow Trail that is not maintained by Travis County.

The purpose of this vacation request is for future construction on said lots. Vacating the PUEs will allow the property owner to select a construction site for a single family resident without encroaching on said easements.

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

March 16, 2010

Issues and Opportunities:

Travis County has no need for the subject easement 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 Broken Bow Trail

10-PUE-06

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 5' public utility easements located along the common lot line of Lots 1347 and 1348 within the Amended Plat of Apache Shores, Section 3 as recorded in Volume 50, Page 81 of the Plat Records of Travis County, Texas, so that the owner can construct a single family resident without encroaching on the 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 April 27, 2010 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two 5' public utility easements located along the common lot line of Lots 1347 and 1348 within the Amended Plat of Apache Shores, Section 3, 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 " _____ "

PARTIAL VACATION
OF 5' PUE

BEING 1424 SQUARE FEET OF LAND OUT OF LOT 1347 AND LOT 1348, AMENDED PLAT OF APACHE SHORES, SECTION 3, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 50, PAGE 81, TRAVIS COUNTY, PLAT RECORDS. LOT 1347 BEING CONVEYED IN DOCUMENT 2007051743 AND LOT 1348 BEING CONVEYED IN DOCUMENT 2007051744, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 5' PUBLIC UTILITY EASEMENT AS PER SAID PLAT AND AS PER VOLUME 3822, PAGE 1757, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 1424 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT ON IRON ROD FOUND IN THE SOUTHERLY RIGHT OF BROKEN BOW TRAIL BEING THE NORTHWEST CORNER OF SAID LOT 1348 AND THE NORTHEAST CORNER OF SAID LOT 1347;

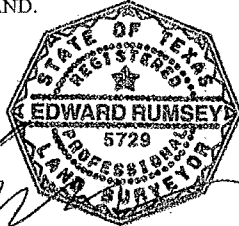
THENCE S 36°58'00" W, ALONG THE COMMON LINE OF SAID LOTS 1347 AND 1348, 10.00', TO A CALCULATED POINT, FOR THE POINT OF BEGINNING;

THENCE THROUGH SAID LOT 1348 THE FOLLOWING (3) CALLS:

- (1) S 52°00'10" E, 10.00', TO A CALCULATED POINT FOR THE NORTHEAST CORNER HEREOF;
- (2) S 36°58'00" W, 144.34', TO A CALCULATED POINT FOR THE SOUTHEAST CORNER HEREOF;
- (3) N 30°47'15" W, 5.40', TO A CALCULATED POINT BEING IN THE COMMON LINE BETWEEN LOTS 1347 AND 1348;

THENCE THROUGH SAID LOT 1347 THE FOLLOWING (3) CALLS:

- (1) N 30°47'15" W, 5.40', TO A CALCULATED POINT, FOR THE SOUTHWEST CORNER HEREOF;
- (2) N 36°58'00" W, 140.51', TO A CALCULATED POINT, IN A CURVE TO THE RIGHT HAVING A RADIUS OF 382.64', FOR THE NORTHWEST CORNER HEREOF;
- (3) ALONG SAID CURVE TO THE RIGHT HAVING AN ARC OF 5.00' AND BEARING S 51°09'20" E, 5.00', TO THE POINT OF BEGINNING, CONTAINING 1424 SQ. FT. OF LAND.



02/01/2010

EDWARD C. RUMSEY, TX. RPLS #5729
ALL STAR LAND SURVEYING
9020 ANDERSON MILL ROAD
AUSTIN, TEXAS 78729
JOB # FN0110010
MAPSCO # 490-M

PARTIAL VACATION OF A 5' PUE

SCALE 1"=40'

LEGEND

PUE	PUBLIC UTILITY ESMT
()	RECORD INFORMATION
—○—	1/2" ROD SET
—●—	1/2" ROD FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING

(C1) - RADIUS = 382.64'
 ARC = 5.00'
 CH = S 51°09'20" E, 5.00'

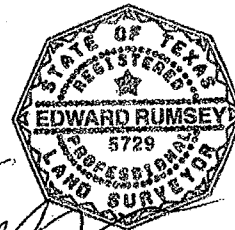
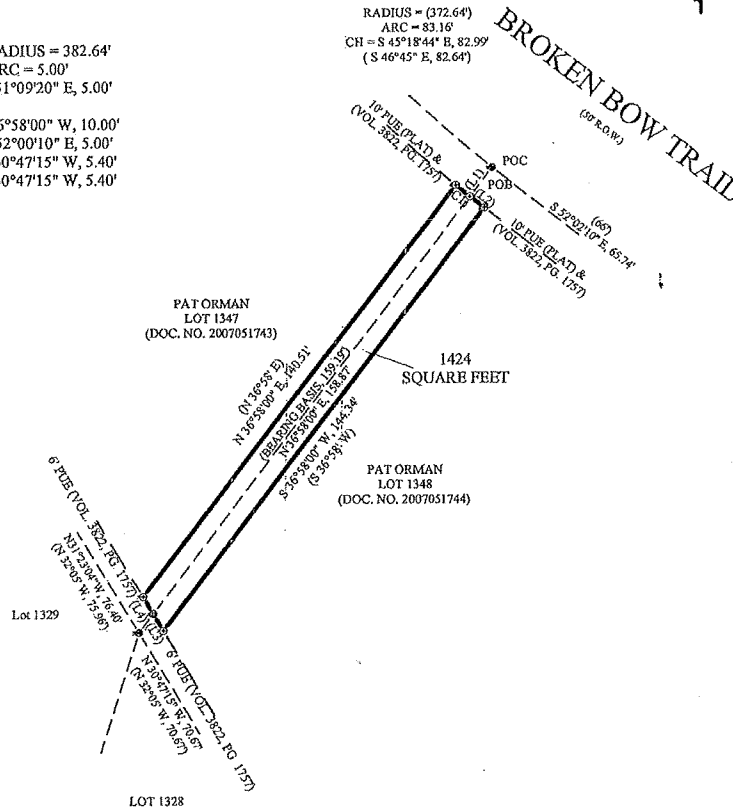
(L1) - S 36°58'00" W, 10.00'
 (L2) - S 52°00'10" E, 5.00'
 (L3) - N 30°47'15" W, 5.40'
 (L4) - N 30°47'15" W, 5.40'

BEING 1424 SQUARE FEET OF LAND OUT OF LOT 1347, AND LOT 1348, AMENDED PLAT OF APACHE SHORES, SECTION 3, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 50, PAGE 81, TRAVIS COUNTY, PLAT RECORDS. LOT 1347 BEING CONVEYED IN DOCUMENT 2007051743 AND LOT 1348 BEING CONVEYED IN DOCUMENT 2007051744, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 5' PUBLIC UTILITY EASEMENT AS PER SAID PLAT AND AS PER VOLUME 3822, PAGE 1757, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 1424 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

SURVEY DATE	FEBRUARY 1, 2010
JOB NO.	A0110010
CALC. BY	JEREMY WARREN 02/01/2010
DRAWN BY	DAMIAN SMITH 02/01/2010
CHECKED BY	DAMIAN SMITH 02/01/2010
RPLS CHECK	EDWARD RUMSEY 02/01/2010

ALLSTAR
Land Surveying

9020 ANDERSON MILL RD
 AUSTIN, TEXAS 78729
 (512) 249-8149 PHONE
 (512) 331-5217 FAX
 WWW.ALLSTARLANDSURVEYING.COM



EDWARD C. RUMSEY, TX RPLS # 5729
 ALL STAR LAND SURVEYING
 AUSTIN GRID # Z-32

PAT ORMAN
8600 WEST HIGHWAY 71, No. 122
AUSTIN TX 78735
512/436-7154

RECEIVED

MAR 11 2010

TNR

March 8, 2010

Mr. Paul Scoggins
Travis County Transportation and Natural Resources
411 West 13th St.
Austin TX 78701

BY USPS CERTIFIED MAIL

RE: Apache Shores Sec 3 lots 1347 and 1348

Dear Mr. Scoggins:

This is a request to vacate a 5' public utility easement that runs on either side of the common lot line between the referenced lots.

The following are enclosed:

- Metes and bounds description by All Star Land Surveying of the portion of the easement to be vacated
- Survey of the portion of the easement to be vacated
- Letters from the utility companies which serve the area stating that they have no need to retain the easement:
 - Austin Energy
 - AT&T Telephone Company
 - Time Warner Cable
 - WCID #17
- My check no. 3738 payable to Travis County and in the amount of \$315.00

I appreciate your attention to this matter. Please contact me at the number above with any questions.

Regards,



case# 490 M, WZ-32



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 14705, 14707 Broken Bow Trl, Austin Tx 78734 (address) and/or Apache Shores Sec 3 lots 1347 & 1348 (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.

Sonny Poole
Signature
Sonny Poole
Printed Name
Acting Mgr. Public Involvement &
Title Real Estate
Austin Energy
Utility Company or District
2-25-2010
Date

Please return this completed form to:

Pat Orman
Name
8600 W Hwy 71, No. 122
Address
Austin TX 78735
City/State/Zip



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, AND Pat Orman, 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 1347 and 1348, Apache Shores, Section 3, of said subdivision, Deeds of record in Documents 2007051743 and 2007051744, Official Records of Travis County, Texas

Said land of GRANTEES being subject to:

Easements recorded in Volume 50, Page 81, 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 side property lines of Lots 1347 and 1348, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEES, 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 4th day of MARCH, 2010.

SOUTHWESTERN BELL TELEPHONE COMPANY

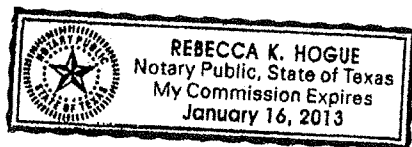
Name: STEVE FOUGERE

Title: DESIGN ENG.

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STEVE FOUGERE, 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 4th day of MARCH, 2010.


Notary Public in and for the State of TEXAS
My Commission Expires JAN. 16, 2013



12012 N. Mopac Expressway
512/485-6417 (Laurie Schumpert)

Austin, TX 78758
512/682-8592 (Fax)

EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

A request for release of the P.U.E. easement(s) has been made on the property legally described as:

Subdivision or Section: **APACHE SHORES, SECTION 3**

Lot and Block Numbers: **1347 AND 1348**

Street Address: **14705 & 14707 BROKEN BOW TRAIL, AUSTIN, TX 78734**

Property Owner: **PAT ORMAN**

STATEMENT

 X Time Warner Cable **does not** have a need for an easement on the property as described in the accompanying document.

 Time Warner Cable **does** have a need for an easement on the property as described in the accompanying document.

Time Warner Cable

Laurie Schumpert
Signature

Designer
Title

State of Texas
County of Travis

This instrument was acknowledged before me on February 22, 2010 by

Laurie Schumpert

Ram Yllagoz

Notary Public



TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734
• Phone (512) 266-1111 • Fax (512) 266-2790

dgernes@wcid17.org

UTILITY EASEMENT RELEASE APPLICATION

Date: 2/16/10

A release of the following utility easement(s) is hereby requested.
(\$25.00 fee is required)

Property

Address:

14705, 14707 Broken Bow Tr, Austin TX

Legal Description:

Apache Shores, Section 3

lots 1347 & 1348

A plat drawing with the easement highlighted must accompany this application.

Applicant Name:

Pat Orman

Address:

8600 W Hwy 71, No. 122
Austin TX 78735

Reason for Request:

construct SFR

☒ Water District 17 **DOES NOT** have a need for an easement on the property as described in the accompanying document. The easement(s) is (are) hereby released.

☐ Water District 17 **DOES** have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Henry A. Maule
Reviewer Signature

D. S. Gernes 2/17/10
Signature Date

Deborah S. Gernes

Printed Name

General Manager

Title

Please return this completed form to:

Phone: 512/436-7154

Fax: audent@sbglobal.net

Pat Orman

Name

8600 W Hwy 71, No. 122

Address

Austin TX 78735

City/State/Zip

1" = 400' MAP
REFERENCE

Google maps

Address **14705 Broken Bow Trail**
Austin, TX 78734Notes Vacate two 5' PUEs located
along the common lot line of Lots
1347 and 1348 of Apache
Shores, Section 3.
Commissioner Huber, Precinct 3

C5

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, April 6, 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 March 23, 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.



MINUTES OF MEETING MARCH 23, 2010

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 23rd day of March 2010, the Commissioners' Court convened the Voting Session at 9:14 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 12:06 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:36 PM and adjourned at 1:36 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:36 PM and adjourned at 1:54 PM.

The Commissioners Court reconvened the Voting Session at 1:54 PM.

The Commissioners Court retired to Executive Session at 1:54 PM.

The Commissioners Court reconvened the Voting Session at 5:28 PM.

The Commissioners Court adjourned the Voting Session at 5:34 PM.

PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING A PROPOSED STREET NAME ASSIGNMENT FOR A PRIVATE EASEMENT TO BE KNOWN AS "AVIATION DRIVE" OFF STATE HIGHWAY 130, SOUTH OF CAMERON ROAD IN PRECINCT ONE. (COMMISSIONER DAVIS) (ACTION ITEM # 11) (9:15 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 Davis and seconded by Commissioner Gómez to open the public hearing.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Steve Manilla, Director, Public Works, Transportation and Natural Resources (TNR).

Motion by Commissioner Davis and seconded by Commissioner Gómez to close the public hearing.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

CITIZENS COMMUNICATION

Members of the Court heard from: Kenneth Snyder, Northridge Acres Resident; Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); Andrea Colunga Bussey, Division Director, Family Support Services, TCHHS&VS; Maurice Priest, Travis County Resident; and Leslie Stricklan, Project Manager, Facilities Management. (9:17 AM)

CONSENT ITEMS

Motion by Commissioner Gómez and seconded by Commissioner Davis to approve the following Consent Items: C1-C4 and Items 4, 5, 7, 11, 12, 13, 15, 16.A-C, and 18. (9:32 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 COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF MARCH 9, 2010.

RESOLUTIONS AND PROCLAMATIONS

- 2. APPROVE PROCLAMATION DECLARING MARCH 25, 2010 AS "WOUNDED WARRIOR PROJECT SOLDIER RIDE DAY." (JUDGE BISCOE) (9:35 AM)

Members of the Court heard from: Kelly Page, Community Services Director, Travis County Sheriff's Office (TCSO); and Staff Sergeant Rodriguez, United States Army.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve the Proclamation in 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

3. APPROVE PROCLAMATION DESIGNATING MARCH 26, 2010 AS "TRAVIS COUNTY CENSUS AWARENESS DAY." (9:42 AM)

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer; The Honorable Eric Shepperd, Judge, County Court at Law Number Two; and Sherri Fleming, Executive Manager, TCHHS&VS.

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

ADMINISTRATIVE OPERATIONS ITEMS

4. 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 \$ 522,919.47, FOR THE PERIOD OF MARCH 5 TO 11, 2010. (9:32 AM)

Clerk's Note: Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:32 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.

PURCHASING OFFICE ITEMS

6. DECLARE THIRTEEN (13) FIREARMS AS SURPLUS AND AUTHORIZE TRADE IN FOR AMMUNITION WITH G.T. DISTRIBUTORS PURSUANT TO SECTION 263.152 OF THE TEXAS LOCAL GOVERNMENT CODE. (9:15 AM)

Item 6 pulled from the Agenda.

7. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS090238RV, PROFESSIONAL SYSTEMS ENGINEERING LLC, TO PROVIDE ENGINEERING DESIGN SERVICES FOR TRAVIS COUNTY CORRECTIONAL COMPLEX CONTROL PANEL UPGRADES--BUILDINGS TWO AND THREE. (9:32 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 MODIFICATION NO. 6 TO INTERLOCAL AGREEMENT IL090060VR, AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION, FOR FAMILY PRESERVATION PROGRAM IN-HOME COUNSELING SERVICES TO JUVENILE OFFENDERS. (9:53 AM)

Motion by Commissioner Davis and seconded by Commissioner Gómez to approve Item 8.

Motion carried: County Judge Samuel T. Biscoe	abstain
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

MARCH 23, 2010 VOTING SESSION

PAGE 6

9. APPROVE CONTRACT AWARD FOR DEMOLITION SERVICES, IFB NO. B100098-LD, TO THE LOW BIDDER, FRISBIE & EDWARDS, LLC. (9:54 AM)

Members of the Court heard from: Bonnie Floyd, Assistant Purchasing Agent.

Motion by Commissioner Gómez and seconded by Judge Biscoe to approve Item 9.

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

10. CONSIDER AND TAKE APPROPRIATE ACTION RELATED TO CONTRACTS TO BE AWARDED TO VENDORS PROVIDING SERVICES UNDER THE ARRA/WEATHERIZATION GRANT PURSUANT TO THE JOINT SOLICITATION OF THE CITY OF AUSTIN AND TRAVIS COUNTY AS FOLLOWS: (9:55 AM)
 - A. AUTHORIZE THE PURCHASING AGENT TO COMPLETE THE SOLICITATION PROCESS AND SELECT ELIGIBLE VENDORS TO BE AWARDED CONTRACTS FOR:
 1. SLC0031 -- TEST-IN AUDIT SERVICES,
 2. SLC0032 -- WEATHERIZATION SERVICES, AND
 3. SLC0033 -- TEST-OUT AUDIT SERVICES
 - B. AUTHORIZE THE PURCHASING AGENT TO FINALIZE CONTRACT FORMS FOR THE ABOVE SERVICES WITH APPROVAL BY HEALTH AND HUMAN SERVICES AND VETERANS SERVICES, THE COUNTY AUDITOR AND THE COUNTY ATTORNEY; AND
 - C. AUTHORIZE THE PURCHASING AGENT TO SIGN THOSE CONTRACTS.

Clerk's Note: Items 10.A.1-3B&C. are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Marvin Brice, Construction Procurement Management, Purchasing; Sherri Fleming, Executive Manager, TCHHS&VS; and Mary Etta Gerhardt, Assistant County Attorney.

Discussion only. No formal action taken.

Clerk's Note: The Court noted that Items 16.A.1-3B&C will be discussed at an extra voting session on Thursday, March 25, 2010 at 1:30 PM.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

11. APPROVE A PROPOSED STREET NAME ASSIGNMENT FOR A PRIVATE EASEMENT TO BE KNOWN AS "AVIATION DRIVE" OFF STATE HIGHWAY 130, SOUTH OF CAMERON ROAD IN PRECINCT ONE. (COMMISSIONER DAVIS) (9:32 AM)

Clerk's Note: Item 11 is the action item for the public hearing on Agenda Item 1.

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.

12. CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSING AGREEMENT WITH BRIANNA SMITH FOR PURPOSES OF HAVING A DUATHLON RACE AT EAST METROPOLITAN PARK ON SATURDAY, APRIL 3, 2010. (COMMISSIONER DAVIS) (9:32 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. CONSIDER AND TAKE APPROPRIATE ACTION ON SUN CHASE PHASE II, PRELIMINARY PLAN IN PRECINCT 4 (1441 TOTAL LOTS). (COMMISSIONER GÓMEZ) (9:32 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 TEXAS DEPARTMENT OF TRANSPORTATION'S CALL FOR PROJECTS FOR THE PASS-THROUGH TOLL FINANCING PROGRAM. (COMMISSIONER HUBER) (10:16 AM)

Members of the Court heard from: Steve Manilla, Director, Public Works, TNR; Charlie Watts, Senior Planner, TNR; Roger Baker, Travis County Resident; Maurice Priest, Travis County Resident; Christopher Gilmore, Assistant County Attorney; and Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO).

Discussion only. No formal action taken.

Item 14 to be reposted on March 30, 2010.

MARCH 23, 2010 VOTING SESSION

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15. APPROVE LICENSE AGREEMENT WITH R AND B SPORTS, LLC FOR A SWIM RACE AND TRIATHLON AT PACE BEND PARK. (COMMISSIONER HUBER) (9:32 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:32 AM)
 - A. ASSIGNMENT AND ASSUMPTION OF THE ROCKY CREEK RANCH CONTRACTS, ROCKY CREEK RANCH SECTION 1 SUBDIVISION IN PRECINCT THREE;
 - B. FINAL PLAT FOR ROCKY CREEK RANCH SECTION 1 (165 TOTAL LOTS);
AND
 - C. SUBDIVISION CONSTRUCTION AGREEMENT FOR ROCKY CREEK RANCH SECTION 1 – FINAL PLAT. (COMMISSIONER HUBER)

Clerk's Note: Items 16.A-C approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PLANNING AND BUDGET DEPT. ITEMS

17. **CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (11:06 AM)**

Members of the Court heard from: Adan Ballesteros, Constable Precinct 2; Leroy Nellis, Budget Manager, PBO; and Randy Lott, Budget Analyst, PBO.

Clerk's Note: The Court discussed the requested budget transfer from a salary line item to an operating line item to cover projected overages for services agreements from Constable Precinct 2.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we grant the request, conditioned upon Precinct 2 meeting its budgeted salary savings and projected revenue.

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

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve the remaining the Budget Amendments and Transfers including the add-on in Item 17.

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

OTHER ITEMS

18. **RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR CALENDAR YEAR 2009 FROM TRAVIS COUNTY CONSTABLE PRECINCT FIVE. (9:32 AM)**

Clerk's Note: Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

19. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PROPOSAL FOR DOWNTOWN OFFICE BUILDING BY D2000, A TURN KEY DEVELOPMENT COMPANY. ^{1 AND 2} (1:54 PM)

Clerk's Note: Judge Biscoe announced that Item 19 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.

Item 19 pulled from the Agenda.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON BROKERAGE SERVICES AGREEMENT WITH UGL EQUIS CORPORATION. ¹ (9:15 AM)

Clerk's Note: Judge Biscoe announced that Item 20 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 20 postponed until March 30, 2010.

21. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE FROM TRAVIS REALTY CORP FOR THE PROPERTY LOCATED AT 700 LAVACA ST. ^{1 AND 2} (1:54 PM)
(5:30 PM)

Clerk's Note: Judge Biscoe announced that Item 21 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Discussion only. No formal action taken.

Item 21 to be reposted March 30, 2010.

22. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING SELECTION OF AND FUNDING MECHANISMS FOR PURCHASE OF OPEN SPACE LAND IN PRECINCT ONE. (COMMISSIONER DAVIS) ¹ (1:54 PM) (5:30 PM)

Clerk's Note: Judge Biscoe announced that Item 22 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Commissioner Davis and seconded by Commissioner Eckhardt to appoint Greg Chico, Right-of-Way Manager, TNR as the interim lead person for Travis County, to look at it and bring back to the Commissioners Court a report on acquisition of real estate for open space purposes within that particular map and green print in Precinct 1; and that interim appointment will last until Joe Gieselman, Executive Manager, TNR returns.

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

23. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO KATHY KUECKER. ¹ (1:54 PM) (5:31 PM)

Clerk's Note: Judge Biscoe announced that Item 23 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: Tim Labadie, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Huber that we apply the 50% rule, which would mean that we would offer to settle her claim for \$4,938.00.

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

MARCH 23, 2010 VOTING SESSION**PAGE 13**

24. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO JUSTIN GOODWIN. ¹ (1:54 PM) (5:32 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.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we reject the settlement offer.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

25. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO CHRISTIAN GIBBS. ¹ (11:15 AM) (1:54 PM) (5:32 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: Walter Gibbs, Father of Christian Gibbs; Casey Ping, Program Manager, STAR Flight; Dr. James Kempema, Medical Director, STAR Flight; and Tim Labadie, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis that we reduce his outstanding balance by 50%, which would mean that we would settle for one-half of \$7,834.50.

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

26. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO VICTOR ANDERSEN. ¹ (11:45 AM) (1:54 PM) (5:33 AM)

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.

Members of the Court heard from: Doug Anderson, Son of Victor Anderson; and Casey Ping, Program Manager, STAR Flight.

Motion by Judge Biscoe and seconded by Commissioner Huber that we agree to settle the outstanding balance for \$885.00, and the understanding that Mr. Anderson will only be sent one bill, notwithstanding that two modes of transport arrived.

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

ADDED ITEMS

- C4. APPROVE PROCLAMATION DECLARING MARCH 28, 2010 AS "REVEREND DR. GEORGE V. CLARK DAY" IN TRAVIS COUNTY AND CONGRATULATING HIM ON HIS 40TH ANNIVERSARY AS PASTOR OF MT. ZION BAPTIST CHURCH IN AUSTIN, TEXAS. (JUDGE BISCOE) (9:32 AM)

Clerk's Note: Item C4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- A1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO AUTHORIZE DIRECTOR OF FACILITIES MANAGEMENT TO ENTER INTO LICENSE AGREEMENTS FOR SHORT TERM USE OF COUNTY PROPERTY AT 1310 F.M. 1626, AUSTIN. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (1:54 PM) (5:28 PM)

Motion by Commissioner Huber and seconded by Commissioner Eckhardt that we:

- Direct Legal to draft a Temporary License Agreement to be used for each of those special events booked prior to the termination of the license at this property and that are on the calendar through June 15, 2010
- Authorize Facilities Management to execute the Temporary License Agreements
- Authorize Facilities Management in coordination with the Precinct Three Commissioner to charge each licensee a minimum fee that is sufficient to cover the basic expenses incurred by the County for that event.

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

Samuel T. Biscoe, Travis County Judge

CL

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, April 6, 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
Special Voting Session of March 25, 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.



MINUTES OF MEETING MARCH 25, 2010

TRAVIS COUNTY COMMISSIONERS' COURT

On Thursday, the 25th day of March 2010, the Commissioners' Court convened the Special Voting Session at 1:39 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct One Commissioner Ron Davis was not present during this Voting Session.

The Commissioners Court adjourned the Voting Session at 1:47 PM.

1. CONSIDER AND TAKE APPROPRIATE ACTION RELATED TO CONTRACTS TO BE AWARDED TO VENDORS PROVIDING SERVICES UNDER THE ARRA/WEATHERIZATION GRANT PURSUANT TO THE JOINT SOLICITATION OF THE CITY OF AUSTIN AND TRAVIS COUNTY AS FOLLOWS:
 - A. AUTHORIZE THE PURCHASING AGENT TO COMPLETE THE SOLICITATION PROCESS AND SELECT ELIGIBLE VENDORS TO BE AWARDED CONTRACTS FOR:
 1. SLC0031 -- TEST-IN AUDIT SERVICES,
 2. SLC0032 -- WEATHERIZATION SERVICES, AND
 3. SLC0033 -- TEST-OUT AUDIT SERVICES
 - B. AUTHORIZE THE PURCHASING AGENT TO FINALIZE CONTRACT FORMS FOR THE ABOVE SERVICES WITH APPROVAL BY HEALTH AND HUMAN SERVICES AND VETERANS SERVICES, THE COUNTY AUDITOR, AND THE COUNTY ATTORNEY; AND
 - C. AUTHORIZE THE PURCHASING AGENT TO SIGN THOSE CONTRACTS.

Members of the Court heard from: Marvin Brice, Construction Procurement Management, Purchasing; and Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS).

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we:

- Approve the contracts when they are concluded
- Authorize the County Purchasing Agent, working in conjunction with the other county officials, to take the steps necessary to execute all of the paperwork to get these grants underway.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Judge Biscoe and seconded by Commissioner Gómez to adjourn the Voting Session. (1:47 PM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

Board of Directors
Travis County Bee Cave Road District No. 1 Agenda Request

2

Voting Session Tuesday, April 6, 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
March 23, 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 – MARCH 23, 2010

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 23rd day of March 2010, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 1:36 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 1:36 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:36 PM)

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that the investments be made 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

ADJOURNMENT

Motion by Commissioner Gómez and seconded by Commissioner Huber to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) (1:36 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

TRAVIS COUNTY HOUSING FINANCE CORPORATION

AGENDA REQUEST

Work Session _____ Voting Session April 6, 2010 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve an invoice from Lockart, Atchley & Associates, LLP for professional audit services.

Approved by: _____
Signature of Samuel T. Biscoe, President

- 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.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: April 6, 2009
TO: Board of Directors
FROM: Harvey L. Davis, Manager
SUBJECT: Invoice for auditing services

Summary and Background Information:

The attached invoice for \$1,204.00 represents 20% billing of the total fee.

We recommend approval of the invoice.

We reviewed the contract with Lockart, Atchley & Associates, LLP, and represent that the final payment is allowed in the contract. The contract provides that 20% of the audit fee is due after the final report is released (20% of the \$6,020 audit fee = \$1,204).

The County Auditor's office has confirmed that the report is complete.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager

LOCKART, ATCHLEY & ASSOCIATES, L.L.P.

Certified Public Accountants and Business Advisors

KAREN E. ATCHLEY, CPA

NANCY E. BOYD, CPA

DAN A. SHANER, CPA

EVONNE G. JONES, CPA

JOYCE J. SMITH, CPA

HAROLD INGERSOLL, CPA

RONNY ARMSTRONG, CPA
PLANNING & BUDGET OFFICE

March 18, 2010

Travis County
Attn: Susan Spataro, CPA, CMA
PO Box 1748
Austin, TX 78767

Re: Time/Expense for the period ending March 15, 2010

10302.Corporation

In Reference To: Final billing for professional services rendered in connection with audit of the following corporations which are included in the Travis County audit as of and for the year ended September 30, 2009, based on the related contract allowing 20% billing of total fees within 30 days after final report released.

Capital Health Facilities Development Corporation,
Travis County Housing Finance Corporation
Travis County Health Facilities Development Corporation
Travis County Cultural Education Facilities Finance Corporation,
Capital Industrial Development Corporation, and
Travis County Development Authority.

Invoice # 45025

For professional services rendered

Previous balance

Balance due

Amount

\$1,204.00

\$3,612.00 *

\$4,816.00

* received 3/18/10. Thanks.

Dan

RECEIVED
2010 MAR 22 AM 9:32
AUDIT & ACCOUNTING
LOCKART, ATCHLEY & ASSOCIATES, L.L.P.

Please include the invoice number on your check.

Invoice payable upon receipt. Thank you for your continued business and referrals.