

#1 2#6

Travis County Commissioners Court Agenda RequestVoting Session 4 / 13 / 10
(Date)Work Session _____
(Date)I. A. Request made by Joseph P. Gieselman, TNR Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on the proposed sale to the LCRA Transmission Services Corporation of two electric line easements on, over, and across property owned by Travis County near Onion Creek and State Highway 71 East in Precinct Four.C. Approved by: _____
Commissioner Margaret Gómez, Precinct 4

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

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

<u>Joseph P. Gieselman, TNR</u>	<u>854-9383</u>	<u>Greg Chico, TNR</u>	<u>854-4659</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>Mike Martino, TNR</u>	<u>854-7646</u>
<u>Charles Bergh, TNR</u>	<u>854-9383</u>	<u>John Hille, Asst. CA</u>	<u>854-9513</u>
<u>Robert Armistead, TNR</u>	<u>854-9383</u>	<u>Julie Joe, Asst. CA</u>	<u>854-9513</u>
<u>Wendy Scaperotta, TNR</u>	<u>854-9383</u>		

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

____ Additional funding for any department or for any purpose

____ Transfer of existing funds within or between any line item budget

____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

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

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

RECEIVED
COUNTY JUDGE'S OFFICE
10 APR -6 AM 11:42

Travis County Commissioners Court Agenda Request**PUBLIC HEARING**Voting Session 4 / 13 / 10
(Date)Work Session _____
(Date)

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

B. Requested Text:

Receive comments regarding a proposed sale to the LCRA Transmission Services Corporation of two electric line easements on, over, and across property owned by Travis County near Onion Creek and State Highway 71 East in Precinct Four, as required under Chapter 26 of the Texas Parks and Wildlife Code.

C. Approved by: _____
 Commissioner Margaret Gómez, Precinct 4

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

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

<u>Joseph P. Gieselman, TNR</u>	<u>854-9383</u>	<u>Greg Chico, TNR</u>	<u>854-4659</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>Mike Martino, TNR</u>	<u>854-7646</u>
<u>Charles Bergh, TNR</u>	<u>854-9383</u>	<u>John Hille, Asst. CA</u>	<u>854-9513</u>
<u>Robert Armistead, TNR</u>	<u>854-9383</u>	<u>Julie Joe, Asst. CA</u>	<u>854-9513</u>
<u>Wendy Scaperotta, TNR</u>	<u>854-9383</u>		

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 ____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

X Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

COURT DATE: 4 / 13 / 10

AGENDA ITEM #

MEMORANDUM

DATE: March 31, 2010

TO: Members of the Commissioners' Court

FROM:  Joseph P. Gieselman, Executive Manager
For

SUBJECT: Public Hearing (per Chapter 26 requirements) regarding the proposed sale of two electrical line easements to LCRA

SUMMARY OF BRIEFING AND STAFF RECOMMENDATION

On February 23, 2010, the Commissioners' Court considered two offers from the LCRA for purchase of electric line easements on County-owned land recently acquired as open space / parkland, near Onion Creek and S.H. 130. Exhibit "A" is an Excerpt of Minutes regarding this proposed transaction.

Thereafter, on March 9, 2010, the Court voted to hold a Public Hearing (as required by Chapter 26 of the Texas Parks and Wildlife Code) to receive public input and comments on April 13, 2010. Exhibit "C" to this memo is an Excerpt of Minutes wherein the Court voted to establish – as part of the Consent Motion – the requested Public Hearing. Finally, a copy of the advertisement of this public hearing is attached as Exhibit "C".

TNR staff recommends the Commissioners' Court conduct the Public Hearing on Tuesday, April 13, 2010, as previously approved by the Court, and advertised by the County.

FISCAL AND BUDGETARY IMPACT

The proposed Public Hearing would have no fiscal impact to the County. Sale of the two easements, if completed, would provide approximately \$80,000 to Travis County.

ISSUES AND OPPORTUNITIES

Holding a Public Hearing for the proposed sale is required by the Texas Parks and Wildlife Code.

REQUIRED AUTHORIZATION

This recommendation is made in accordance with Chapter 26 of the Parks and Wildlife Code.

Commissioners' Court
March 31, 2010
Page 2 of 3

EXHIBITS (A) Excerpt of Minutes from Comm. Court on February 23, 2010
 (B) Excerpt of Minutes from Comm. Court on March 9, 2010
 (C) Public Hearing Notice as advertised in the Austin American-Statesman

copy: Steve Manilla, P.E., Public Works Director
 Charles Bergh, Parks Director
 Robert Armistead, Parks Manager
 Wendy Scaperotta, Senior Planner
 Greg Chico, Right-of-Way Manager
 Mike Martino, Right-of-Way Negotiator
 John Hille, Assistant County Attorney
 Julie Joe, Assistant County Attorney

JPG/gc

c:\alldocs\ccmm170.doc

CERTIFIED MINUTES EXCERPT

EXHIBIT "A"

The Travis County Commissioners' Court convened on February 23, 2010. The following Item was considered:

33. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(2:20 PM) (4:31 PM)
- A. OFFERS FROM THE LOWER COLORADO RIVER AUTHORITY TRANSMISSION SERVICES CORPORATION TO PURCHASE TWO ELECTRIC LINE RIGHT OF WAY EASEMENTS ON, OVER, AND ACROSS PROPERTY OWNED BY TRAVIS COUNTY NEAR ONION CREEK AND STATE HIGHWAY 71 EAST; AND
 - B. REQUEST TO AUTHORIZE TRANSPORTATION AND NATURAL RESOURCES (TNR) DEPARTMENT TO USE PROCEEDS FROM SALE FOR OPEN SPACE GREENWAY IMPROVEMENTS ALONG ONION CREEK, AND DIRECTING THE AUDITOR'S OFFICE TO CREATE THE APPROPRIATE REVENUE AND/OR EXPENDITURE ACCOUNTS WITHIN TNR, DEPARTMENT 49. ^{1 AND 2}

Clerk's Note: Judge Biscoe announced that Items 33.A&B would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

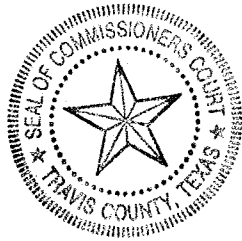
Members of the Court heard from: John Hille, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we offer to sell these two tracts to LCRA for the sum of \$78,979.00; also, if that settlement offer is approved, then authorize TNR to take the proceeds of sale and deposit them in a TNR Department 49 account, so that the money may be used for other open space projects.

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	abstain

I, Dana DeBeauvoir, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Travis County, Texas, do hereby certify that the above is correct information from the Proceedings of the Commissioners' Court of Travis County, Texas.

Witness my hand and seal, this the 24th day of February, 2010.



DANA DeBEAUVOIR
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Travis County, Texas

By: Robert Resnick
Robert Resnick, Deputy

EXHIBIT "B"

CERTIFIED MINUTES EXCERPT

The Travis County Commissioners' Court convened on March 9, 2010. The following Item was considered:

CONSENT ITEMS

Members of the Court heard from: Julie Joe, Assistant County Attorney; Joe Gieselman, Executive Manager, TNR; and Ronnie Gjemre, Travis County Resident.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C5 and Items 4, 5.A&B, 8, 9, 10.A&B, 11, 12, 17, 18.A-D, 21, and 22.A&B. (10:16 AM)

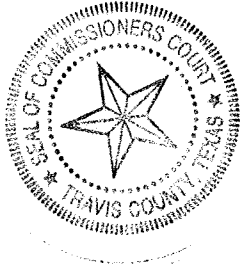
Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. APPROVE SETTING A PUBLIC HEARING ON MARCH 23, 2010 TO 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)
- C4. APPROVE MINUTES FOR VOTING SESSION OF FEBRUARY 23, 2010.
- C5. APPROVE SETTING A PUBLIC HEARING ON APRIL 13, 2010 TO RECEIVE COMMENTS REGARDING A PROPOSED SALE TO THE LOWER COLORADO RIVER AUTHORITY (LCRA) TRANSMISSION SERVICES CORPORATION OF TWO ELECTRIC LINE EASEMENTS ON, OVER, AND ACROSS PROPERTY OWNED BY TRAVIS COUNTY NEAR ONION CREEK AND STATE HIGHWAY 71 EAST IN PRECINCT FOUR, AS REQUIRED UNDER CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE.

Clerk's Note: The Court noted that a revised Notice of Public Hearing was added to the supporting documentation for Item C5.

I, Dana DeBeauvoir, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Travis County, Texas, do hereby certify that the above is correct information from the Proceedings of the Commissioners' Court of Travis County, Texas.

Witness my hand and seal, this the 31st day of March, 2010.



DANA DeBEAUVOIR
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Travis County, Texas

By: Gillian Porter
Gillian Porter, Deputy

EXHIBIT "C"

NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to Chapter 26 of the Texas Parks and Wildlife Code that the Travis County Commissioners Court, Travis County, Texas, will hold a public hearing on Tuesday, April 13, 2010, at 9:00 a.m. to consider the sale to the LCRA Transmission Services Corporation ("LCRA TSC") of easement rights on, over, and across two tracts of land located immediately southeast of the intersection of Onion Creek and State Highway 71 East that are owned by Travis County and have been designated as open space parkland for Travis County's Onion Creek Greenway Project. Specifically, LCRA TSC has offered to purchase a 4.894 acre easement and a 3.903 acre easement along the eastern edge of these two tracts for construction of a high-voltage electrical transmission line that is part of LCRA TSC's Clear Springs to Hutto Electric Transmission Line Project.

The Public Hearing will be held in the Commissioners Courtroom in the Travis County Administration Building (first floor), 314 West 11th Street, Austin, Texas.

At the public hearing, the Travis County Commissioners Court will receive public comments and determine (1) whether there is a feasible and prudent alternative to the construction of a high-voltage electric transmission line on the two tracts, and, if not, (2) whether the project to construct a high-voltage electric transmission line includes all reasonable planning to minimize harm to the Onion Creek Greenway Project resulting from the electric transmission line easements.

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NOTICE OF PUBLIC HEARING Notice is hereby given pursuant to Chapter 26 of the Texas Parks and Wildlife Code that the Travis County Commissioners' Court, Travis County, Texas, will hold a public hearing on Tuesday, April 13, 2010, at 9:00 a.m. to consider the sale to the LCRA Transmission Services Corporation ("LCRA TSC") of easement rights on, over, and across two tracts of land located immediately southeast of the intersection of Onion Creek and State Highway 71 East that are owned by Travis County and have been designated as open space parkland for Travis County's Onion Creek Greenway Project. Specifically, LCRA TSC has offered to purchase a 4.894 acre easement and a 3.903 acre easement along the eastern edge of these two tracts for construction of a high-voltage electrical transmission line that is part of LCRA TSC's Clear Springs to Hutto Electric Transmission Line Project. At the public hearing, the Travis County Commissioners' Court will receive public comments and determine (1) whether there is a feasible and prudent alternative to the construction of a high-voltage electric transmission line on the two tracts, and, if not, (2) whether the project to construct a high-voltage electric transmission line includes all reasonable planning to minimize harm to the Onion Creek Greenway Project resulting from the electric transmission line easements. The Public Hearing will be held in the Commissioners' Courtroom in Travis County Administration Building (first floor), 314 West 11th Street, Austin, TX.

First Date Published: 13-Mar-10

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2

AGENDA REQUEST


Please consider the following item for voting session April 13, 2010

I. A. Request made by: Margaret J. Gómez
Phone # 854-9444

B. Requested text:

**Approving Resolution declaring April 2010 as County
Government Month**

C. Approved by:


Margaret J. Gómez, Commissioner Precinct 4

II. A. Is backup material attached? YES X NO __

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

B. Have the agencies affected by this request been invited to attend the Voting
Session ? YES __ NO __ Please list those contacted and their telephone

III. **BUDGET REQUEST.** If your request involves any of the following, Please check
appropriately:

___, ADDITIONAL FUNDING

___, TRANSFER OF FUNDS WITHIN YOUR DEPARTMENT BUDGET

___, A CHANGE IN YOUR DEPARTMENT'S PERSONNEL

The County Human Resources department (473-9165) and/or the Planning and
Budget Office (473-9106) must be notified prior to submission of this agenda
request.

Travis County Commissioners Court



Resolution

- WHEREAS, County government is the oldest form of local government in the United States; and,
- WHEREAS, County government in Texas has been a major partner in providing services to citizens since the early Republic days; and,
- WHEREAS, There are 254 counties in Texas providing services to their citizens in cost-effective ways; and,
- WHEREAS, Counties are on the front line of addressing many of the state's and nation's most critical issues, including the criminal justice system, public safety, transportation, indigent health care, records management, an equitable property tax system, special assistance to the elderly, support for youth programs, emergency management and the wise use of our natural resources; and,
- WHEREAS, Counties in Texas provide these and other essential services through the local control of their voters and most often without financial assistance from the state; and,
- WHEREAS, The mission of Texas county government is to continue to meet the needs of citizens without placing undue burden on local taxpayers; and,
- WHEREAS, County officials encourage their citizens to participate in all aspects of their county government and to renew their acquaintanceship with the many services that counties provide; and
- WHEREAS, A timely occasion to do so and demonstrate the importance and relevance of county government as a COG and partner within the local, state and federal government framework is the 2010 celebration of *County Government Month*.

NOW THEREFORE BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONERS COURT DOES HEREBY OFFICIALLY DECLARE THE MONTH OF APRIL 2010 AS COUNTY GOVERNMENT MONTH.

IN WITNESS WHERE OF, WE HAVE HERE UNTO SET OUR HANDS ON THIS 13th DAY OF APRIL, 2010.

SAMUEL T. BISCOE
County Judge

RON DAVIS
County Commissioner, Pct. 1

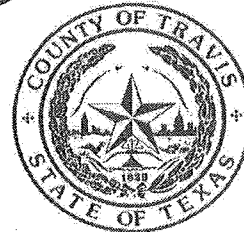
KAREN HUBER
County Commissioner, Pct. 3

SARAH ECKHARDT
County Commissioner, Pct. 2


MARGARET J. GÓMEZ
County Commissioner, Pct. 4

3

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST



VOTING SESSION: April 13, 2010

I. Request made by: Roger Jefferies, Executive Manager, Justice and Public Safety 

Requested topic:

APPROVE PROCLAMATION RECOGNIZING MARY MORAN IN CRIMINAL JUSTICE PLANNING FOR BEING HONORED FOR OUTSTANDING LEADERSHIP IN OFFENDER WORKFORCE DEVELOPMENT BY THE NATIONAL OFFENDER WORKFORCE DEVELOPMENT PARTNERSHIP.

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 must be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Kimberly Pierce, Planning Manager, Criminal Justice Planning, x44764
Mary Moran, Offender Workforce Development Specialist, CJP, x46497

- 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 12:00 p.m. on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting


CRIMINAL JUSTICE PLANNING DEPARTMENT

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



MEMORANDUM

To: Judge Samuel T. Biscoe

Through: Roger Jefferies, Executive Manager, JPS 

From: Kimberly Pierce, Manager

Date: April 7, 2010

Subject: Proclamation for Mary Moran, Offender Workforce Development

Please see the below information memo regarding information on the national award Mary Moran received through the Defendant/Offender Workforce Development program. Additional information can be found regarding the organization, its annual conference awardees and a brief history of the Offender Workforce Development program Ms. Moran implemented within Travis County.

Mary Moran is the Offender Workforce Development (OWD) Administrator for Travis County, Criminal Justice Planning. Mary holds a Bachelor of Social Work from the University of Texas at Austin and she received Offender Workshop Development training from the National Institute of Corrections (NIC). The Travis County OWD program began in 2007 to enhance employment opportunities for ex-offenders in Travis County. Mary, as administrator, works directly with ex-offenders to better prepare them for future employment.

In her capacity as Administrator of Offender Workforce Development for Travis County, Mary has directed seven Offender Employment Specialist (OES) workshops. These workshops have produced over 200 certified Offender Employment Specialists. These specialists are actively involved in our communities, providing employment assistance to persons with a criminal history.

In 2009, Mary and her team of trained OWDS Instructors conducted a three week training session for 32 individuals from Travis County and the surrounding area. Members of the class represented adult probation, the faith based community, non profits, Texas Youth Commission officers, juvenile probation and law enforcement. These training sessions were under the supervision of the National Institute of Corrections and resulted in twenty-eight certified Offender Workforce Development Specialists.

Over the last two fiscal years, Mary and her OES/OWD team assisted over 10,000 individuals and placed 1,246 ex-offenders in employment.

Mary recently received national recognition from the Defendant/Offender Workforce Development (DOWD) Partnership. The National Conference Partnership consists of Federal Bureau of Prisons, National Career Development Association, National Institute of Corrections, Offices of Probation and Pre-Trial Services/ Administrative Office of the US Courts, US Department of Education, US Department of Health and Human Services/ Office of Child Support with local conference partners Federal Bureau of Prisons- South Central Region, US Office of Probation & Pretrial Services-Northern District of Texas, and many other Dallas area organizations.

The award presented to Mary was for *Outstanding Leadership in Workforce*, recognizing individuals who have demonstrated leadership in creating and promoting innovative offender workforce development partnerships, programs, policies, practices, and/or legislative initiatives.

Other awardees included Chief Jack McDonough of the District of Delaware for the Outstanding DOWD Commitment Award (National); the Outstanding DOWD Commitment Award (Local) to Bill Siedhoff of St. Louis, MO. Award for faith based or community based organization was awarded to the Prison Outreach Ministry. Texas State Technical College received an award for outstanding commitment to offender workforce development through excellence and innovation. JE Dunn Construction received the National Business Partnership of the Year, and Solo Cup of Dallas received the Local Business Partnership of the Year. The Justice Reinvestment-State Champion Award was presented to the Vice Chair of the Texas House Corrections Committee, Representative Jerry Madden of Plano, Texas.

If you need anything additional, please contact me at 854-4764.

Travis County Commissioners Court Proclamation

One in fifteen people in the United States will serve a prison term during their lifetime and one in thirty-one individuals in the United States is currently in prison, on probation, or on parole. These numbers are staggering and continue to increase with 7.3 million people currently involved in the criminal justice system.

Whereas, having a meaningful job is known to reduce the likelihood of reoffending; and

Whereas, The Travis County Commissioners Court funded the Offender Workforce Development Administrator in 2007; and

Whereas, Mary Moran was hired for that position in April 2007; and

Whereas, Ms. Moran has worked tirelessly to reduce the barriers to employment faced by ex-offenders; and

Whereas, Ms. Moran has made it her professional goal to place ex-offenders in meaningful jobs with a livable wage; and

Whereas, Ms. Moran works with employers within the community and that of Travis County to place men and women coming out of prison and jail into productive employment; and

Whereas, Ms. Moran works collaboratively with governmental, faith based and non-profit organizations to enhance community involvement with ex-offenders re-entering Travis County; and

Whereas, Ms. Moran developed a twelve member team that participated in the National Institute of Corrections Offender Workforce Development Specialists certification; and

Whereas, Ms. Moran's team has trained and certified over 200 Offender Employment Specialists; and

Whereas, Ms. Moran and her team has assisted over 1,200 ex-offenders in Travis County; and

Whereas, on April 7, 2010 The National Defendant/Offender Workforce Development Partnership, presented to Mary Moran The National Outstanding Leadership in Workforce Award for individuals who have demonstrated leadership in creating and promoting offender workforce development partnerships, programs, policies, practices, and/ or legislative initiatives.

NOW THEREFORE THE TRAVIS COUNTY COMMISSIONERS COURT
RECOGNIZES MARY MORAN FOR HER CONTRIBUTIONS IN OFFENDER
WORKFORCE DEVELOPMENT AND FINDING MEANINGFUL EMPLOYMENT FOR
TRAVIS COUNTY EX-OFFENDERS AND CONGRATULATES HER FOR HER
NATIONAL DEFENDANT/OFFENDER WORKFORCE DEVELOPMENT AWARD.

4

Travis County Commissioners Court Agenda Request

Voting Session 4/13/2010
(Date)

Work Session _____
(Date)

- I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
For Executive Manager, TNR
- B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Streetman Homes for sidewalk fiscal for West Cypress Hills Sec 3A Lot 16 Block B in precinct 3.**

C. Approved by: _____
Commissioner Karen Huber, Precinct 3

- II. A. Is backup material attached*: Yes X No
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).
- B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:
- AB* Anna Bowlin – 854-9383
Stacey Scheffel – 854-9383
Tim Pautsch – 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

- ____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER


411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4649

MEMORANDUM

DATE: March 24, 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 West Cypress Hills.

Summary and Staff Recommendation:

Streetman Homes, proposes to use these Cash Security Agreement, as follows: Ph 1 Sec. 3A Lot 16 Block B \$720.00 Permit #10-0469, 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 (1)
Map

TP:AMB:tp

1102 West Cypress Hills Phase 1 Sec. 3A

22217 Red Yucca

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: Streetman Homes, Ltd., LLP

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$720.00

SUBDIVISION: West Cypress Hills

DATE OF POSTING: March 19, 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: Streetman Homes, Ltd., LLP 4407 Bee Cave Rd, Suite 212, Austin, TX 78746

PRINT: Kathy Rhoades

TITLE: Production Manager

PHONE: 512-329-9966

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.

Kathy Rhoades 3/19/10
Name Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

Vendor: 99689 TRAVIS COUNTY NATURAL

Date: 03/19/2010 Check No: 00036682

Invoice	Date	Description	Gross Amt	Adjusts	Net Amount
22217RedSW	03/15/10	sidewalk fiscal	720.00	0.00	720.00
22217RedSW	22217	Red Yucca	wch01 West Cypress Hills - 60's		

Check Subtotal

720.00

0.00

720.00

STREETMAN HOMES, Ltd., L.L.P.

4407 BEE CAVES ROAD, SUITE 212

AUSTIN, TEXAS 78746

Citibank TX, NA

No. 036682

DATE

03/19/2010

CHECK AMOUNT

\$ *****720.00

PAY

SEVEN HUNDRED TWENTY DOLLARS AND ZERO CENTS*****

STREETMAN HOMES, Ltd., L.L.P.

TO THE
ORDER
OF

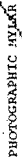
TRAVIS COUNTY NATURAL

RESOURCES

P O BOX 1748

AUSTIN, TX 78767

Donna F. Rogers



400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473

P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

DATE:	MAY, 2006
SURVEYOR:	PAUL C. SAUVE, JR., RPLS NO.2518
TECHNICIAN:	RLW SAR
FIELDBOOK:	59, 96
JOB NUMBER:	2059.002
DESCRIPTION:	
DRAWING:	J:\Cypress Ranch\WCH\Survey\PhaseOne\Acad Final Plot\Phone Sec3A\WCH-P1S3A-FP.dwg

CFE PLAT NO.
WCH-P1S3A-FP.dwg
LINE 3

3
F 3

CODE: 1102

RECEIVED

MAR 22 2010

TNR

Request
from

STREETMAN HOMES, Ltd., L.L.P.
4407 Bee Cave Rd. #212
Austin, TX 78746

TO: Travis County 411 West 13 th 8 th Floor Austin, TX 78767 ATTN: Tim Pautsch	FROM: Kathy Rhoades phone: (512) 329-9966 fax: (512) 329-9928
DATE: 3/19/10	

Message:

Please post for sidewalk fiscal for the following addresses in West Cypress Hills:

<u>Street Address</u>	<u>Lot/Block/Phase/Section</u>	<u>Subdivision</u>
22217 Red Yucca	16 / B / 1 / Sec. 3a	W. Cypress Hills

You can call me at the above number if you need any additional information.

THANK YOU!
KATHY RHOADES

Travis County Commissioners Court Agenda RequestVoting Session: 4/13/10
(Date)

Work Session: _____

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

B. Requested Text:

Consider and take appropriate action regarding consent to the "Assignment and Assumption of Conservation Easement Agreement" from Cypress Creek Crossings, LTD. a Texas limited partnership to Solidago, LLC, a Colorado limited liability company, as the new "Designated Assignee" under a conservation easement held by Travis County and managed as part of the Balcones Canyonlands Preserve.

C. Approved by: _____

Commissioner Karen Huber

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

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

Ken Beck

512-917-5188

Juli Jones

512-246-3040

John Hille, Jon White, Rose Farmer, Linda Laack, Jennifer Brown (TNR)

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Management Department (854-9165)

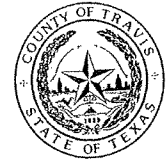
- ☐ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ☒ Contract, Agreement, Policy and Procedure



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) 854-4648

13 April 2010

MEMORANDUM

TO: Members of the Commissioners' Court

FROM:  Joseph P. Gieselmann, Executive Manager
For

SUBJECT: Consider and take appropriate action regarding consent to the "Assignment and Assumption of Conservation Easement Agreement" from Cypress Creek Crossings, LTD. a Texas limited partnership to Solidago, LLC, a Colorado limited liability company, as the new "Designated Assignee" under a conservation easement held by Travis County and managed as part of the Balcones Canyonlands Preserve.

Summary and Staff Recommendation:

On March 16, 2004 Travis County entered into a Conservation Easement Agreement with Cypress Creek Crossings, LTD (The Crossings) for 168 acres out of the 202.698-acre entire tract located off FM 2769 with the tract to become part of the Balcones Canyonlands Preserve (BCP). This portion of the tract was set aside as the on-site mitigation land for an area developed under an individual 10(a) permit issued to The Crossings by the U.S. Fish and Wildlife Service (USFWS) on July 27, 2000 (TE-024619-0).

In this Conservation Easement Agreement, it stated that the agreement applied to the Grantor and all future successors and assigns of the Permitted Tract and to the benefit of Grantor and Grantor's "Designated Assignees". Changes to the "Designated Assignees" requires the consent of Travis County.

Staff recommends that Travis County consent to the "Assignment and Assumption of Conservation Easement Agreement", with the assignment going from Cypress Creek Crossings, LTD. a Texas limited partnership to Solidago, LLC, a Colorado limited liability company, as the new "Designated Assignee" under the conservation easement held by Travis County and managed as part of the Balcones Canyonlands Preserve.

Background:

The Balcones Canyonlands Conservation Plan-Shared Vision Agreement was signed by Travis County and the City of Austin on August 3, 1995. The Agreement provides for the City and County to establish a plan to provide funding for acquisition, operation and management of a 30,428-acre preserve, the Balcones Canyonlands Preserve (BCP). The Balcones Canyonlands Conservation Plan (BCCP) is a regional habitat conservation plan and federal permit (USFWS PRT#78841) that was issued by the US Fish and Wildlife Service to the City of Austin and Travis County on May 2, 1996.

The regional permit allows for the incidental take of two endangered migratory songbirds (golden-cheeked warbler and the black-capped vireo) and six karst invertebrates. Landowners wishing to develop or undertake otherwise legal activities on their land that may result in “take” of protected plants or animals may purchase Participation Certificates through the BCCP. The BCP provides the mitigation land to protect habitat for these endangered species and numerous other species of concern that exist in western Travis County. The BCCP permit requires that the preserve be acquired within designated preserve acquisition areas and managed as mitigation for loss of protected species and their habitat elsewhere in the County. In addition to the 30,428-acre minimum protected for avian species, additionally, 62 significant karst features and populations of rare or unique plant species found within the preserve are also targeted for protection. As co-permit holders, the City of Austin and Travis County are jointly responsible for ensuring compliance with the Permit terms and conditions.

Budgetary and Fiscal Impact:

No budgetary impacts are expected from this change in the “Designated Assignees” since the new assignees are obligated to continue annual payments of approximately \$14,000 to Travis County for the operation and management of the preserve land under the terms of the Conservation Easement Agreement.

Attachment: “Assignment and Assumption of Conservation Easement Agreement”

905 BCCP Administration

cc: Lori Jones, Attorney
Ken Beck, The Crossings
John Hille, Assistant County Attorney
Jon White, TNR NREQ Division Director
Cynthia McDonald, TNR
Donna Williams-Jones, TNR
Greg Chico, TNR
Rose Farmer, TNR
Jennifer Brown, TNR

**ASSIGNMENT AND ASSUMPTION
OF
CONSERVATION EASEMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF CONSERVATION EASEMENT AGREEMENT (this "Assignment") is made and entered into as of _____, 20__, by and between Cypress Creek Crossings, Ltd., a Texas limited partnership ("Assignor"), and Solidago, LLC, a Colorado limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee are parties to an Option Agreement dated as of February 2, 2009 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

B. Assignor is the "Grantor" under that certain Conservation Easement Agreement with Travis County, Texas as "Grantee" dated on or about March 16, 2004 and recorded under Document No. 2004055492, Official Public Records of Travis County, Texas (the "Conservation Easement").

C. In conjunction with the Property Closing of the Agreement, Assignor has agreed to assign all of Assignor's right, title and interest in and to the Conservation Easement to Assignee, and Assignee has agreed to assume all of Assignor's obligations under the Conservation Easement, all with the intention that Assignee will be a "Designated Assignee" as contemplated by Section 12 of the Conservation Easement.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Conservation Easement.

2. Indemnity by Assignor. Assignor agrees to indemnify, protect, defend and hold Assignee harmless from and against any and all claims, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) asserted against or suffered or incurred by Assignee as a result of or in connection with any liabilities or obligations from the Conservation Easement, arising prior to the Property Closing Date, except that this Section 2 will not apply to any matters expressly assumed by Assignee pursuant to the Agreement or for which Assignee actually receives a credit in conjunction with the Property Closing.

3. Assumption. Assignee hereby assumes and agrees to perform and discharge all of the "Grantor's" obligations under the Conservation Easement.

4. Indemnity by Assignee. Assignee agrees to indemnify, protect, defend and hold Assignor harmless from and against any and all claims, damages, losses, costs and

expenses (including, without limitation, reasonable attorneys' fees and expenses) asserted against or suffered or incurred by Assignor as a result of or in connection with the Conservation Easement.

5. Additional Assurances. Each of Assignee and Assignor covenants and agrees that it will at any time and from time to time do, execute, acknowledge, and deliver any and all other acts, deeds, assignments, transfers, conveyances, or other instruments necessary or proper to carry out the assignment and conveyance intended to be made hereby, but in no event shall either Assignee or Assignor be required to execute, acknowledge or deliver any instrument or take any action which would expand its representations, warranties or obligations herein or in the Option Agreement.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed a duplicate original.

[Reminder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date set forth above.

ASSIGNOR:

CYPRESS CREEK CROSSINGS, LTD.,
a Texas limited partnership

By: 620 PSYCHOTHERAPY, LLC,
a Texas limited liability company, as
general partner

By: _____
Kenneth H. Beck, Manager

ASSIGNEE:

SOLIDAGO, LLC, a Colorado limited liability
company

By: _____
Gabe L. Finke, Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This document was acknowledged before me on this ____ day of April, 2010, by Kenneth H. Beck, Manager of 620 PSYCHOTHERAPY, LLC, a Texas limited liability company, General Partner of CYPRESS CREEK CROSSINGS, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

(signature of notarial officer)

THE STATE OF _____ §
 §
COUNTY OF _____ §

This document was acknowledged before me on this ____ day of April, 2010, by Gabe L. Finke, Manager of SOLIDAGO, LLC, A Colorado limited liability company, on behalf of said limited liability company,

(signature of notarial officer)

CONSENT:

The undersigned hereby consents to the forgoing Assignment and Assumption of Conservation Easement Agreement and acknowledges that Solidago, LLC, a Colorado limited liability company will be a "Designated Assignee" pursuant to Section 12 of the Conservation Easement.

TRAVIS COUNTY

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This document was acknowledged before me on this ____ day of April, 2010, by _____, County Judge of Travis County, a political subdivision of the State of Texas, on behalf of said County.

(signature of notarial officer)

#1 2#6

Travis County Commissioners Court Agenda RequestVoting Session 4 / 13 / 10
(Date)Work Session _____
(Date)I. A. Request made by Joseph P. Gieselman, TNR Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on the proposed sale to the LCRA Transmission Services Corporation of two electric line easements on, over, and across property owned by Travis County near Onion Creek and State Highway 71 East in Precinct Four.

C. Approved by: _____
Commissioner Margaret Gómez, Precinct 4RECEIVED
COUNTY JUDGE'S OFFICE
10 APR -5 AM 11:42

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

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

<u>Joseph P. Gieselman, TNR</u>	<u>854-9383</u>	<u>Greg Chico, TNR</u>	<u>854-4659</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>Mike Martino, TNR</u>	<u>854-7646</u>
<u>Charles Bergh, TNR</u>	<u>854-9383</u>	<u>John Hille, Asst. CA</u>	<u>854-9513</u>
<u>Robert Armistead, TNR</u>	<u>854-9383</u>	<u>Julie Joe, Asst. CA</u>	<u>854-9513</u>
<u>Wendy Scaperotta, TNR</u>	<u>854-9383</u>		

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

____ Additional funding for any department or for any purpose

____ Transfer of existing funds within or between any line item budget

____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

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

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

Travis County Commissioners Court Agenda Request**PUBLIC HEARING**Voting Session 4 / 13 / 10
(Date)Work Session _____
(Date)

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

B. Requested Text:

Receive comments regarding a proposed sale to the LCRA Transmission Services Corporation of two electric line easements on, over, and across property owned by Travis County near Onion Creek and State Highway 71 East in Precinct Four, as required under Chapter 26 of the Texas Parks and Wildlife Code.

C. Approved by: _____
 Commissioner Margaret Gómez, Precinct 4

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

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

<u>Joseph P. Gieselman, TNR</u>	<u>854-9383</u>	<u>Greg Chico, TNR</u>	<u>854-4659</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>Mike Martino, TNR</u>	<u>854-7646</u>
<u>Charles Bergh, TNR</u>	<u>854-9383</u>	<u>John Hille, Asst. CA</u>	<u>854-9513</u>
<u>Robert Armistead, TNR</u>	<u>854-9383</u>	<u>Julie Joe, Asst. CA</u>	<u>854-9513</u>
<u>Wendy Scaperotta, TNR</u>	<u>854-9383</u>		

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

X Contract, Agreement, Policy & Procedure

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



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) 854-9383
FAX (512) 854-4697

COURT DATE: 4 / 13 / 10

AGENDA ITEM #

MEMORANDUM

DATE: March 31, 2010

TO: Members of the Commissioners' Court

FROM:  Joseph P. Gieselman, Executive Manager
For

SUBJECT: Public Hearing (per Chapter 26 requirements) regarding the proposed sale of two electrical line easements to LCRA

SUMMARY OF BRIEFING AND STAFF RECOMMENDATION

On February 23, 2010, the Commissioners' Court considered two offers from the LCRA for purchase of electric line easements on County-owned land recently acquired as open space / parkland, near Onion Creek and S.H. 130. Exhibit "A" is an Excerpt of Minutes regarding this proposed transaction.

Thereafter, on March 9, 2010, the Court voted to hold a Public Hearing (as required by Chapter 26 of the Texas Parks and Wildlife Code) to receive public input and comments on April 13, 2010. Exhibit "C" to this memo is an Excerpt of Minutes wherein the Court voted to establish – as part of the Consent Motion – the requested Public Hearing. Finally, a copy of the advertisement of this public hearing is attached as Exhibit "C".

TNR staff recommends the Commissioners' Court conduct the Public Hearing on Tuesday, April 13, 2010, as previously approved by the Court, and advertised by the County.

FISCAL AND BUDGETARY IMPACT

The proposed Public Hearing would have no fiscal impact to the County. Sale of the two easements, if completed, would provide approximately \$80,000 to Travis County.

ISSUES AND OPPORTUNITIES

Holding a Public Hearing for the proposed sale is required by the Texas Parks and Wildlife Code.

REQUIRED AUTHORIZATION

This recommendation is made in accordance with Chapter 26 of the Parks and Wildlife Code.

Commissioners' Court
March 31, 2010
Page 2 of 3

EXHIBITS (A) Excerpt of Minutes from Comm. Court on February 23, 2010
 (B) Excerpt of Minutes from Comm. Court on March 9, 2010
 (C) Public Hearing Notice as advertised in the Austin American-Statesman

copy: Steve Manilla, P.E., Public Works Director
 Charles Bergh, Parks Director
 Robert Armistead, Parks Manager
 Wendy Scaperotta, Senior Planner
 Greg Chico, Right-of-Way Manager
 Mike Martino, Right-of-Way Negotiator
 John Hille, Assistant County Attorney
 Julie Joe, Assistant County Attorney

JPG/gc

c:\alldocs\ccmm170.doc

CERTIFIED MINUTES EXCERPT

EXHIBIT "A"

The Travis County Commissioners' Court convened on February 23, 2010. The following Item was considered:

33. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

(2:20 PM) (4:31 PM)

- A. OFFERS FROM THE LOWER COLORADO RIVER AUTHORITY TRANSMISSION SERVICES CORPORATION TO PURCHASE TWO ELECTRIC LINE RIGHT OF WAY EASEMENTS ON, OVER, AND ACROSS PROPERTY OWNED BY TRAVIS COUNTY NEAR ONION CREEK AND STATE HIGHWAY 71 EAST; AND
- B. REQUEST TO AUTHORIZE TRANSPORTATION AND NATURAL RESOURCES (TNR) DEPARTMENT TO USE PROCEEDS FROM SALE FOR OPEN SPACE GREENWAY IMPROVEMENTS ALONG ONION CREEK, AND DIRECTING THE AUDITOR'S OFFICE TO CREATE THE APPROPRIATE REVENUE AND/OR EXPENDITURE ACCOUNTS WITHIN TNR, DEPARTMENT 49. ^{1 AND 2}

Clerk's Note: Judge Biscoe announced that Items 33.A&B would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

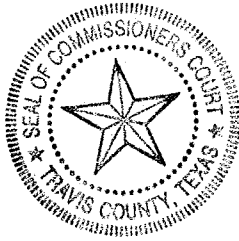
Members of the Court heard from: John Hille, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we offer to sell these two tracts to LCRA for the sum of \$78,979.00; also, if that settlement offer is approved, then authorize TNR to take the proceeds of sale and deposit them in a TNR Department 49 account, so that the money may be used for other open space projects.

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	abstain

I, Dana DeBeauvoir, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Travis County, Texas, do hereby certify that the above is correct information from the Proceedings of the Commissioners' Court of Travis County, Texas.

Witness my hand and seal, this the 24th day of February, 2010.



DANA DeBEAUVOIR
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Travis County, Texas

By: Robert Resnick
Robert Resnick, Deputy

EXHIBIT "B"

CERTIFIED MINUTES EXCERPT

The Travis County Commissioners' Court convened on March 9, 2010. The following Item was considered:

CONSENT ITEMS

Members of the Court heard from: Julie Joe, Assistant County Attorney; Joe Gieselman, Executive Manager, TNR; and Ronnie Gjemre, Travis County Resident.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C5 and Items 4, 5.A&B, 8, 9, 10.A&B, 11, 12, 17, 18.A-D, 21, and 22.A&B. (10:16 AM)

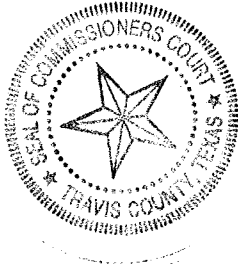
Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. APPROVE SETTING A PUBLIC HEARING ON MARCH 23, 2010 TO 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)
- C4. APPROVE MINUTES FOR VOTING SESSION OF FEBRUARY 23, 2010.
- C5. APPROVE SETTING A PUBLIC HEARING ON APRIL 13, 2010 TO RECEIVE COMMENTS REGARDING A PROPOSED SALE TO THE LOWER COLORADO RIVER AUTHORITY (LCRA) TRANSMISSION SERVICES CORPORATION OF TWO ELECTRIC LINE EASEMENTS ON, OVER, AND ACROSS PROPERTY OWNED BY TRAVIS COUNTY NEAR ONION CREEK AND STATE HIGHWAY 71 EAST IN PRECINCT FOUR, AS REQUIRED UNDER CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE.

Clerk's Note: The Court noted that a revised Notice of Public Hearing was added to the supporting documentation for Item C5.

I, Dana DeBeauvoir, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Travis County, Texas, do hereby certify that the above is correct information from the Proceedings of the Commissioners' Court of Travis County, Texas.

Witness my hand and seal, this the 31st day of March, 2010.



DANA DeBEAUVOIR
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Travis County, Texas

By: Gillian Porter
Gillian Porter, Deputy

EXHIBIT "C"

NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to Chapter 26 of the Texas Parks and Wildlife Code that the Travis County Commissioners Court, Travis County, Texas, will hold a public hearing on Tuesday, April 13, 2010, at 9:00 a.m. to consider the sale to the LCRA Transmission Services Corporation ("LCRA TSC") of easement rights on, over, and across two tracts of land located immediately southeast of the intersection of Onion Creek and State Highway 71 East that are owned by Travis County and have been designated as open space parkland for Travis County's Onion Creek Greenway Project. Specifically, LCRA TSC has offered to purchase a 4.894 acre easement and a 3.903 acre easement along the eastern edge of these two tracts for construction of a high-voltage electrical transmission line that is part of LCRA TSC's Clear Springs to Hutto Electric Transmission Line Project.

The Public Hearing will be held in the Commissioners Courtroom in the Travis County Administration Building (first floor), 314 West 11th Street, Austin, Texas.

At the public hearing, the Travis County Commissioners Court will receive public comments and determine (1) whether there is a feasible and prudent alternative to the construction of a high-voltage electric transmission line on the two tracts, and, if not, (2) whether the project to construct a high-voltage electric transmission line includes all reasonable planning to minimize harm to the Onion Creek Greenway Project resulting from the electric transmission line easements.

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First Date Published: 13-Mar-10

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7

Travis County Commissioners Court Agenda Request

Voting Session: April 13, 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 Take Appropriate Action to Approve Payment of a Supplemental Invoice for the FY09 AISD After-School Contract for Service Days Not Included Due to a Clerical Error.

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 APR - 6 PM 2: 24

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**

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: Supplemental payment for AISD After-School contract

Proposed Motion:

Consider and take appropriate action to approve paying a supplemental invoice for the FY'09 AISD After-School contract for service days that AISD did not include due to a clerical error.

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.

AISD bills for services each month on a cost per day basis. During FY'09, 13 days totaling \$35,412 were not included on the invoices for the months of October 2008

through June 2009 due to a clerical error. AISD sent a supplemental invoice at the end of September to recoup the money for these days.

Section 13.2.2 of the contract states that the "County shall not be liable to AISD for any costs incurred by AISD in the performance of this agreement which are not billed to under the applicable terms of this Agreement within sixty (60) days following the provision of the service or sixty (60) days following the termination of this Initial Agreement Term (or any Agreement Term, as applicable to the term in which the services were provided), whichever occurs first. Costs billed by AISD on or after the 61st day following the termination of any Agreement Term shall be considered disallowed and may not be paid by County."

AISD submitted the supplemental invoice on September 30, 2009, which was more than sixty days after the end of June 2009, the last month covered by the supplemental invoice.

TCHHSVS staff has confirmed that the supplemental invoice contains legitimate expenses incurred by AISD and recommends payment.

Budgetary and Fiscal Impact:

There are enough funds left in the FY'09 contract to cover the supplemental invoice.

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

BUDGET AMENDMENTS AND TRANSFERS

FY 2010

8

4/13/2010AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 29,771	1
		001	0900	519	4007	PBO	Consulting	\$ 29,771		
A2		501	1413	635	9892	Reserves	Fund 501 Allocated Reserves		\$ 148,124	3
		501	1413	635	3036	Facilities	Institutnl Equip & Furn	\$ 148,124		




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

To: Jessica Rio, Assistant Budget Director, Planning & Budget

From: Belinda Powell, Strategic Planning Manager 

Date: April 5, 2010

Subject: **Budget Adjustment request to fund requested modification No. 6 to the contract with Broaddus and Associates for Consulting Services for Travis County Central Campus Study for a Strategic Needs Analysis and Facilities Master Plan, contract No. PS090041RV. Modification No. 6 is for a proposed scope of work related to the acquisition of 700 Lavaca.**

Broaddus and Associates has provided the Travis County Central Campus Master Plan project management team and the Purchasing Agent with a proposed contract modification to address the impact on their contract for the acquisition of 700 Lavaca. The proposed modification totals \$29,771 and is for increased hours on several specific tasks addressed in the original contract. The Purchasing Agent and the Project Management Team are in agreement with the proposed increase in fee.

The County Attorney's office has reviewed the language included in the reimbursement resolution approved by the Commissioners Court on February 23, 2009, that outlines the services for Project 1 that may be reimbursed from proceeds to arrive later this year. The \$29,771 requested to support the proposed modification to the Broaddus and Associates Contract has been deemed inappropriate for reimbursement under the contract and resolution as outlined. The level of planning services performed by Broaddus and Associates for the Central Campus Master Plan are not to a level of detail which qualifies for capital funding and are therefore unable to be reimbursed from the CO proceeds expected.

Therefore, on behalf of the Project Management Team I and the Core Team am requesting that \$29,771 be transferred from the Allocated Reserve into account 001-0900-519-4007 to fund this modification once approved by the Purchasing Agent.

Please contact us if you have any questions.

cc: Christian Smith, Rodney Rhoades, Leslie Stricklan, Cyd Grimes, Richard Villareal
Marvin Brice, Kapp Schwebke, Tenley Aldridge, Roger El-Khoury, Susan Spataro, File

Budget Adjustment: 20845

Fyr_ Budget Type: 2010-Reg

Author: 9 - BROUSSARD, CHRISTOPHER

Created: 4/2/2010 12:01:15 PM

PBO Category: Amendment

Court Date: Tuesday, Apr 13 2010

Dept: RESERVES

Just: Other

Reimbursement Resolution - Budget Adj for requested mod 6 to Boraddus contract for Master Plan

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			29,771
				29,771
To Account		Project		Amount
001-0900-519-4007	CONSULTING			29,771
				29,771

Approvals	Dept	Approved By	Date Approved
Originator	9	CHRISTOPHER BROUSSARD	4/7/2010 1:15:05 PM
DepOffice	9	LEROY NELLIS	4/7/2010 1:21:04 PM
DepOfficeTo	9	LEROY NELLIS	4/7/2010 1:21:23 PM

Ray Nellis 4/8/10

Budget Adjustment: 20876

Fyr _ Budget Type: 2010-Reg

Author: 14 - DRAPER, AMY

Created: 4/6/2010 10:23:24 AM

PBO Category: Amendment

Court Date: Tuesday, Apr 13 2010

Dept: FACILITIES MANAGEMENT

Just: Other

Transfer funds from Expo Allocated Reserve to cover arena stadium seating replacement

From Account	Acct Desc	Project	Proj Desc	Amount
501-1413-635-9892	ALLOCATED RESERVES			148,124
				148,124
To Account		Project		Amount
501-1413-635-3036	INSTITUTNL EQUIP & FURN			148,124
				148,124

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	4/6/2010 10:30:44 AM
DepOffice	14	AMY DRAPER	4/6/2010 10:30:45 AM

PBO concurs: 4/6/10
 Perry Nello 4/8/10



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No: EXPO-20-10F-1R

File: 102

TO: Rodney Rhoades, Executive Manager, Planning and Budget Office

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

FROM: John F. Carr, Administrative Director

DATE: April 6, 2010

SUBJECT: Funding Issue – Exposition Center Seating Replacement

Facilities Management Department (FMD) requests your assistance in obtaining approval for the transfer of funding from the Exposition Center allocated reserves to cover the cost to replace the main arena seating. FMD has loaded BA #20876 into the system to move \$148,124 from this reserve account into the proper line item for execution of this project. Bids have been received and a recommendation for award will appear in Commissioners Court on April 13, 2010. Please have this budget adjustment appear on Commissioners Court at the same date so that the award can proceed.

Your assistance in appreciated. Please direct any questions to John at 44772.

COPY TO:

Amy Draper, CPA, Financial Manager, FMD

Kim Nguyen, AIA, LEED AP, Senior Architectural Associate, FMD

Michael Norton, Exposition Center Director, FMD

Diana Ramirez, Senior Budget Analyst, PBO

Amount	Dept Transferred Into	Date	Explanation
\$6,639,865			Beginning Balance
\$6,170	TNR	10/13/09	Canceled Purchase Orders
(\$2,132)	Cons. Pct. 1	10/7/09	Accruals
\$26,483	Various Dept	9/25/09	Canceled Purchase Orders
\$1,388	TNR	10/23/09	Canceled Purchase Orders
(\$2,578,800)	TNR	10/28/09	Reimbursement Resolution for Vehicles
(\$250,000)	TNR	11/17/09	Comprehensive Plan
(\$93,003)	Sheriff	11/24/09	SWAP
(\$516,000)	Juvenile Probation	12/1/09	Family Preservation Contract
(\$16,000)	Facilities	12/22/09	Reimbursement Resolution - Real Estate
(\$325,000)	Facilities	12/22/09	Reimbursement Resolution - Real Estate
(\$25,000)	TNR	3/23/10	Envision Central Texas
(\$20,000)	Facilities	3/23/10	Due Diligence Inspections
(\$250,000)	Facilities	3/30/10	Ernest Money for 700 Lavaca Bldg
(\$485,009)	Facilities	3/30/10	Construction/FFE/ITS/moves for HHS Lease
(\$11,177)	Facilities	3/30/10	New HHS lease for one month
(\$43,497)	Purchasing	4/6/10	FTE - Purchasing Agent IV
(\$1,200)	Purchasing	4/6/10	FTE - Office Equip, Furn & Supp
\$2,057,088	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$25,000)	Grant Match MHPD
(\$26,185)	Grant Match Second Chance
(\$20,000)	Hazmat
(\$28,748)	Armored Car Service
(\$25,000)	Records Storage
(\$25,000)	Postage
(\$600,189)	Election Runoff
(\$60,000)	Deaf Services Temporary Interpreters
(\$158,855)	Family Drug Treatment Grant
(\$100,000)	Court Appointed Attorney Fees
(\$300,000)	Court Appointed Attorney Fees-Capital Cases
(\$150,000)	County Court-at-Law #8 Court Appointed Atty Fees
(\$184,266)	Drug Court Grant - Special Populations
(\$12,877)	Overtime for FACTS Training/Implementation
(\$8,268)	Overtime for FACTS Training/Implementation
(\$7,300)	Miscellaneous Recurring Expenses-Operating
(\$1,731,688)	Total Possible Future Expenses (Earmarks)

\$325,400 Remaining Allocated Reserve Balance After Possible Future Expenditures

Amount	Dept Transferred Into	Date	Explanation
\$454,223			Beginning Balance
(\$11,205)	Sheriff	11/24/09	SWAP
(\$2,215)	Facilities	12/22/09	Real Estate
(\$29,995)	TNR	12/22/09	Sidewalk Maintenance Program
(\$13,395)	TNR	1/8/10	Motorcycle Replacement
(\$2,403)	ITS	4/6/10	Office Equip, Furn & Supp - Purchasing FTE
(\$357)	ITS	4/6/10	Educ,Com, Eq & Supp - Purchasing FTE
\$394,653 Current Reserve Balance			

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

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

\$299,153 Remaining CAR Balance After Possible Future Expenditures

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
\$1,000,000 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
\$250,000 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$500,000			Beginning Balance
\$500,000 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$43,092			Beginning Balance
\$43,092 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$43,812,685			Beginning Balance
(\$2,161,824)	ITS	12/15/09	Reimbursement Resolution-Computer Equip.
(\$50,000)	Tax	12/15/09	Reimbursement Resolution - Web Browser Software
(\$2,264,000)	Facilities	12/15/09	Reimbursement Resolution - AHU/HVAC upgrades at Gault and EOB
(\$7,189,337)	EMS	2/23/10	Reimbursement Resolution - purchase & completion of new SF aircraft and 2 aircraft contracts
(\$735,000)	Facilities	4/6/10	Reimbursement Resolution - Airport Blvd. Property Purchase
(\$2,300)	Facilities	4/6/10	Reimbursement Resolution - Airport Blvd. Property Purchase
\$31,410,224 Current Reserve Balance			

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

9

Please consider the following item for:

04-13-10

I. A. Request made by: Planning & Budget Office

Review and approve requests regarding grant proposals, applications, contracts, and permissions to continue, and take other appropriate actions:

- a) Annual application to the Target Corporation for the Sheriff's Office to receive Target & Blue Law Enforcement Grant that will used to enhance the activities of the Sheriff's Gang Resistance Education and Training (G.R.E.A.T) Program;
- b) Annual contract with the Retired Seniors Volunteer Program (RSVP) Advisory Council to continue to partially fund a part-time position in the Health and Human Services Department's Seniors Volunteer Children Immunization Program; and,
- c) Amendment to the contract with the Texas Department Housing and Community Affairs (TDHCA) to include additional provisions for the ARRA WAP – Weatherization Assistance Program within the Health and Human Services 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
Applications										
a 37	Target & Blue Law Enforcement Grant	10/1/2010 - 9/30/2011	\$2,000	\$0	\$0	\$2,000 0	R	S	12	
Contracts										
b 58	SVCI (Seniors and Volunteers for Childhood Immunization) Advisory Council	10/1/2009 - 9/30/2010	\$4,000	\$0	\$0	\$4,000 0.25	R	MC	25	
c 58	ARRA WAP - Weatherization Assistance Program	9/1/2009 - 8/31/2011	\$2,311,350	\$0	\$0	\$2,311,350 0	R	EC	43	X

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
55	Mental Health Public Defender Expansion Grant	09/01/2010 - 8/31/2012	\$200,000	\$50,000	\$0	\$250,000	2	4/6/2010
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	4/6/2010
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	4/6/2010
			\$11,309,304	\$1,841,879	\$593,956	\$13,466,948	31.26	

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>

updated 4-9-10 at 2:31pm

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:	Sheriff - Admin & Support
Contact Person:	Tonya Mills
Title:	Sr. Planner
Phone Number:	854-4669

Grant Title:	Target & Blue Law Enforcement Grant		
Grant Period:	From:	10/01/2010	To: 09/30/2011
Grantor:	Target Corporation		

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input checked="" type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	0	0	0	0	0	0
Operating:	0	0	2,000	0	0	2,000
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	0	0	2,000	0	0	2,000
FTEs:	0.00	0.00	0.00	0.00	0.00	0.00

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		09/30/09	12/31/09	3/31/10	6/30/10	
Applicable Depart. Measures						
Students Served	100			130		260
Measures For Grant						

Auditor's Office Contract Approval: X	Staff Initials: <u>MN</u>
Auditor's Office Comments: Simple	
County Attorney's Office Contract Approval: X	Staff Initials: <u>JC</u>

PBO Recommendation:

PBO concurs with this grant application.

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 Gang Resistance Education and Training (G.R.E.A.T) program is a school-based, law enforcement officer-instructed classroom curriculum. Its primary objective is to prevent delinquency, youth violence, and gang membership. The instruction of life skills is the foundation of the program, focusing on four areas of importance: Personal Skills, Resiliency Skills, Resistance Skills, and Social Skills.

In 2010, the Community Services section of the Travis County Sheriff's Office completed a six week instruction for five fifth grade classes at a Pflugerville elementary school. Through this program, the officers successfully served 130 students.

Since the Pflugerville program, several area elementary schools have requested that the TCSO teach the G.R.E.A.T. curriculum at their schools.

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

The Sheriff's Office is committed to this program, however there is not a requirement of the grant as it relates to this program or any other.

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.

None

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

NA

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.

No - Corporate sponsors and private donations are generous in their support of this program.

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

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 Sheriff's Office and the Community Services & Outreach Unit prides itself with educating and motivating citizens of all ages to be proactive with their communities and neighborhoods. The officers and civilians assigned to the unit are constantly planning events to improve the quality of life for citizens of Travis County.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

March 31, 2010

MEMORANDUM

TO: **Honorable Sam Biscoe, County Judge**
 Honorable Ron Davis, Commissioner, Precinct 1
 Honorable Sarah Eckhardt, Commissioner, Precinct 2
 Honorable Karen Huber, Commissioner, Precinct 3
 Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: **Tonya Mills, TCSO Research and Planning**

SUBJECT: **2010 Target & Blue Law Enforcement Grant**

Attached is our grant application for the Target & Blue Law Enforcement Grant. Target is deeply committed to extending a hand of partnership to law enforcement and criminal justice organizations. By sharing their time, talents and resources, Target and Law Enforcement build stronger, safer, more vibrant communities. As part of this commitment, Target established the Law Enforcement Grant Program in 1990 to provide grants to law enforcement agencies servicing the community.

The Sheriff's Office has received Target grants in the past and used the monies received to purchase educational materials for distribution at the schools to educate students on Stranger Danger and the dangers of drunken driving. This year our request will be to support, through the purchase of supplies, our Gang Resistance Education and Training (G.R.E.A.T) program.

The Gang Resistance Education and Training (G.R.E.A.T) program is a school-based, law enforcement officer-instructed classroom curriculum. Its primary objective is to prevent delinquency, youth violence, and gang membership. The instruction of life skills is the foundation of the program, focusing on four areas of importance: Personal Skills, Resiliency Skills, Resistance Skills, and Social Skills.

In March 2009, two Community Outreach officers attended the two-week G.R.E.A.T. training and this year completed a 6-week instruction for five fifth grade classes at a Pflugerville Independent School District (PISD) elementary school. The program successfully served 130

students. Since the completion of the Pflugerville program, several other area elementary schools have expressed interest in the TCSO teaching the curriculum at their campuses.

We are requesting that the court approve the submission of this grant to be spent in support of the 2010 G.R.E.A.T program.

Cc: Matt Naper, County Auditor's Office
James Connolly, County Attorney's Office
William Derryberry, PBO



Safety, Integrity, Tradition of Service

Law Enforcement Grants - Public Agency

Organization Information

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to AP.Community@Target.com

Organization/Agency Name

Travis County Sheriff's Office

Payee Organization Name

Please ensure that the organization provided below can accept and cash the check in the event the request is approved. Please limit your response to 25 characters maximum.

Travis County Sheriff's Office

Department/Division

TCSO - Fiscal

Street Address or P.O. Box

Please include your primary mailing address in the first line (street or P.O. Box). If applicable, put your Suite Number in the second line. Please limit your response on each line to 25 characters maximum.

P.O. Box 1748

City

Austin

State

TX

ZIP Code

Please provide the full 9 digit ZIP code (to find your extended code, please [click here](#) to open a window to USPS.com)

78767-1748

County

Travis

Main Phone Number

Please type 10 digits only without punctuation (i.e., 6122334567)

5128549770

Main Fax Number

Please type 10 digits only without punctuation (i.e., 6122334567)

5128549772

General E-mail Address

tonya.mills@co.travis.tx.us

Website

tcsheriff.org

Which best describes the organization?

OTHER-Police/Law Enforcement

Mission statement:

Our mission is a commitment to professionalism, partnership and community.

What year was the organization founded?

1840

Is your organization a part of a State, the United States, or the District of Columbia (i.e., a public school, public agency, or public library)?

Please answer Yes or No

Yes

Is this donation being requested exclusively for public purposes?

Please answer Yes or No

Yes

Tax Status

Please select Schools, Libraries, Hospitals, Churches, Govt units

Schools, Libraries, Hospitals, Churches, Govt units

Tax Status Date

Please select today's date.

March 11, 2010

Please provide any feedback your organization has received from members of the community about your organization and its programs.

"Not another city in America could have their Sheriff's {Office} personnel treating people in our circumstances in a more thoughtful manner. We laud you and wish that we could tell this to the newspaper in your city so that everyone could know what your department comports itself to be to those who really need the help and understanding that you have given."...Taken from a letter of appreciation to Sheriff Hamilton

Have you ever received a Target Grant?

Please answer Yes or No

Yes

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to AP.Community@Target.com

Contact Information

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to AP.Community@Target.com

Primary Contact for this Funding Request:

Prefix

Ms.

First Name

Tonya

Middle Initial

Last Name

Mills

Suffix

Title

Senior Planner

Street Address or P.O. Box

Please include your primary mailing address in the first line (street or P.O. Box). If applicable, put your Suite Number in the second line. Please limit your response on each line to 25 characters maximum.

P.O. Box 1748

City

Austin

State

TX

ZIP Code

Please provide the full 9 digit ZIP code (to find your extended code, please [click here](#) to open a window to USPS.com)

78767-1748

Direct Phone Number

Please type 10 digits only without punctuation (i.e., 6122334567)

5128544669

Fax Number

Please type 10 digits only without punctuation (i.e., 6122334567)

5128549772

E-mail Address

tonya.mills@co.travis.tx.us

Organization Primary Contact:

Highest Ranking Official (i.e., Chief, Executive Director, President)

Prefix

Sheriff

First Name

Greg

Middle Initial

Last Name

Hamilton

Suffix

Title

Sheriff

Street Address or P.O. Box

Please include your primary mailing address in the first line (street or P.O. Box). If applicable, put your Suite Number in the second line. Please limit your response on each line to 25 characters maximum.

P.O. Box 1748

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78767-1748

Direct Phone Number

Please type 10 digits only without punctuation (i.e., 6122334567)

5128549770

Fax Number

Please type 10 digits only without punctuation (i.e., 6122334567)

5128549772

E-mail Address

greg.hamilton@co.travis.tx.us

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E-mail questions to AP.Community@Target.com

Proposal Information

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to AP.Community@Target.com

Proposal General Information:

Target team member designated on invitation e-mail or the Law Enforcement Grant brochure

Temia Palmer

Request Amount

\$2,000

Project/Program Title or Item Description

Please limit your response to 30 characters maximum.

G.R.E.A.T Program

Project/Program Start Date

October 01, 2010

Project/Program End Date

September 30, 2011

Proposal Detail:

Which best describes the primary focus of the project/program?

VITAL COMMUNITY PARTNERSHIPS-LAW ENFORCEMENT-Youth Programs

Please provide a description of the project/program.

The Gang Resistance Education and Training (G.R.E.A.T) program is a school-based, law enforcement officer-instructed classroom curriculum. Its primary objective is to prevent delinquency, youth violence, and gang membership. The instruction of life skills is the foundation of the program, focusing on four areas of importance: Personal Skills, Resiliency Skills, Resistance Skills, and Social Skills.

The TCSO plans is to conduct the program in two schools during FY2011, each serving approximately 130 students. Without additional support, the TCSO will only be able to facilitate the program at one school.

What year was this project/program implemented?

2009

What is the organization annual budget?

Please enter one whole number without any punctuation (i.e., no dollar signs or decimal points).

122020867

What is the proposed project/program budget?

Please enter one whole number without any punctuation (i.e., no dollar signs or decimal points).

4337

List the 5 primary expenses for the project/program budget.

i.e., line item: \$0; line item: \$0, etc.

Pencils - \$80

Tshirts - \$1,239

Bike bottles - \$525

Draw string pouches - \$819

Pencil pouches - \$630

This is not intended to be a comprehensive list of expenses related to the program. Prices are approximate based on prior program expenditures.

List committed and potential funders of this project/program. Include the funder's name and funding level.

Travis County Sheriff's Office - \$2,337.00

What other income sources are being used to support this project/program?

None

Please list recognition opportunities for Target.

i.e., newsletters, website, etc.

Website, Five-Star Press (newsletter), GREAT program completion certificate.

What community volunteer opportunities are available?

There are limited opportunities for community volunteers through the GREAT program due to training and lesson plan structure. School staff and TCSO Deputies will be instructing the students.

When answering the following two questions, please think about the mission and/or primary focus of your organization as well as the majority of people served by this project/program.

Please select the primary ethnicity served (50% or greater).

No Specific Ethnicity

Please select the primary population served (50% or greater).

General Population

Project/Program Zip Code

Please provide the 5-digit zip code for the location of your project/program

78728

Target Store Location

Please select the Target store closest to your project/program from the dropdown list below.

Store #1542 Austin East, 5621 N I H 35, Austin, TX 78723

Target Division to fund grant request

Please select Target

Target

Type of Support Requested

Please select Grant

Grant/Sponsorship

Type of Grant Request

Please select Project Support

Project Support

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Measurement

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E-mail questions to AP.Community@Target.com

What are the anticipated outcomes of the project/program?

Increase program participants understanding of the impact of youth violence, gangs and delinquency.

What metrics do you plan on collecting to determine if the outcomes have been achieved?

Pre and post program survey/evaluation.

How many people do you anticipate will be served by this project/program?

Please enter one whole number only

260

In 2010/2011 we will be asking grant recipients to complete a program evaluation.

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to AP.Community@Target.com

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Health and Human Services and Veterans Service
Contact Person/Title:	John C. Bradshaw/ Contract Specialist
Phone Number:	854-4277

Grant Title:	SVCII (Seniors and Volunteers for Childhood Immunization) Advisory Council		
Grant Period:	From:	10/1/2009	To: 9/30/2010
Grantor:	RSVP Advisory Council		
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:			4,000			4,000
Operating:						
Capital Equipment:						0
Indirect Costs:						0
Total:			\$4,000			\$4,000
FTEs:			.25			.25

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

Performance Measures Applicable Department Measures*	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Number of volunteers	1100	703				1100
Number of volunteer hours	225,000	50,055				225,000
Estimated savings to taxpayers	\$3,462,750	\$769,345				\$3,462,750
Measures For Grant**						
Number of Volunteers	31	9				31
	Volunteers for the SVCII program are recruited by RSVP to explain to new mothers the importance of having their babies vaccinated.					
Number of Volunteer Hours	595	130				595

	Volunteers distribute information to new mothers at local hospitals.					
Number of Mothers Enrolled	839	160				839
	Mothers enrolled in the program receive mailings informing them when it is time for their child's immunizations.					

*The numbers for these measures are cumulative.

**The numbers for these measures are by quarter. They are not cumulative.

PBO Recommendation:

Health and Human Services requests approval of a contract for a small grant award from the Retired Seniors Volunteer Program (RSVP) Advisory Council to continue to partially fund the cost of a part time staff position to work with the Seniors Volunteer Children Immunization Program. There is no cash match requirement and Travis County has received this grant for a number of years.

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?

The Seniors and Volunteers for Childhood Immunization (SVCI) program is run out of the RSVP offices. A grant from the RSVP Advisory Council helps pay part of the salary of an RSVP staff member who recruits volunteers to provide information to new mothers about the importance of vaccinating their babies. SVCI enhances RSVP by providing additional volunteer opportunities.

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

If the Advisory Council were to decrease or eliminate funding for the SVCI Program, then RSVP would seek money from other sources, including the General Fund.

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.

No cash or in-kind match is required.

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

The Advisory Council grant does not allow payment of administrative costs.

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

If the Advisory Council were to decrease or eliminate funding for the SVCI Program, then RSVP would seek money from other sources, including the General Fund.

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

NA

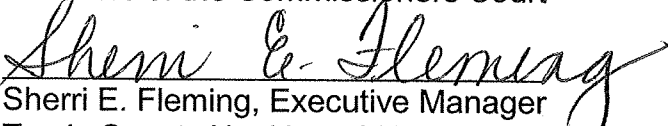
7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The SVCI program uses senior volunteers supplied by the RSVP program. The RSVP program is mandated by the Older Americans Act as a way to provide volunteer opportunities for adults 55 years old and older. The applicable department performance measures include the number of volunteers and volunteer hours provided by this grant.



**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 24, 2010
TO: Members of the Commissioners Court
FROM: 
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: RSVP Advisory Council grant contract

Proposed Motion:

Consider and take appropriate action to approve the FY'10 grant contract with the RSVP Advisory Council to help fund the Seniors and Volunteers for Childhood Immunization program.

Summary and Staff Recommendations:

The Seniors and Volunteers for Childhood Immunization (SVCI) program provides information to new mothers about the importance of vaccinating their babies. An RSVP staff member administers the program and works with RSVP volunteers to distribute information at local hospitals. A \$4,000 grant from the RSVP Advisory Council helps cover program costs.

TCHHSVS staff recommends approving this contract.

Budgetary and Fiscal Impact:

The \$4,000 grant from the RSVP Advisory Council does not require a cash or in-kind match. The grant contract follows the county fiscal year. (The Advisory Council grant is combined with an \$8,845 grant from the University of North Texas (UNT) for a total of \$12,845 in grant funding for the SVCI program.)

Issues and Opportunities:

Vaccines prevent a variety of serious diseases. Children need to be immunized at 2 months, 4 months, 6 months, 12 months, 15 months and 18 months old.

Background:

UNT has reduced its grant funding from \$12,960 in previous years to \$8,845. The RSVP Advisory Council agreed to help make up the deficit.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Fred Lugo, Manager, RSVP
Susan Spataro, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, Travis County Purchasing Agent
Elizabeth Corey, Assistant Purchasing Agent, Travis County Purchasing Office

CONTRACT FOR SOCIAL SERVICES
BETWEEN TRAVIS COUNTY AND
RETIRED SENIOR VOLUNTEER PROGRAM OF TRAVIS COUNTY ADVISORY COUNCIL

I. PARTIES

This Contract ("Contract") is entered into by the following Parties: Travis County, a political subdivision of Texas ("County"), and the Retired Senior Volunteer Program ("RSVP") of Travis County Advisory Council, a not-for-profit organization ("Council").

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.028, and other statutes), and provision of that care constitutes a public purpose.

County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of those services constitutes a public purpose.

Travis County Health, Human Services and Veterans' Services has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Pursuant to the terms of this Contract, personal and professional services for the care of indigents and other qualified recipients and for public health education and information will be provided, thus providing services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and Council agree to the terms and conditions stated in this Contract.

III. DEFINITIONS

1.0 In this Contract,

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Contract Funds" means all funds paid by County to Council, or by Council to County, pursuant to Section 12.0 and other applicable provisions of this Contract.

1.3 "Contract Term" means the Initial Term and/or any Renewal Term, or any other period of time designated in writing as a Contract Term by the Parties.

1.12 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Contract and marked Attachment A.

1.13 "Parties" and "Party" means the County and/or Council.

1.14 "RSVP Immunization Program" means the Travis County Retired and Senior Volunteer Program to encourage and assist parents in starting the immunization of their infants on a timely basis and in checking with their health care providers about their preschool child's immunization status.

1.15 "Subcontract" means any agreement between Council and another party or County and another Party to fulfill, either directly or indirectly, any of the requirements of this Contract, in whole or in part.

1.16 "Subcontractor" means any party providing services required under this Contract to an Eligible Client or to Council or County under an agreement between Council and that party, or County and that Party, including contractor(s), subcontractor(s), and other subrecipient(s) of Council and/or County; and any party or parties providing services for Council or County which will be paid for using Contract Funds committed by County or Council to be paid under this Contract.

IV. GENERAL TERMS

2.0 CONTRACT TERM

2.1 **Initial Term.** The Parties acknowledge and agree that this Contract shall be effective during the Initial Term which begins October 1, 2009, and terminates September 30, 2010, unless earlier terminated by the Parties pursuant to the terms of this Contract.

2.2 **Renewal Term(s)** Unless sooner terminated pursuant to the terms of this Contract, this Contract may only be renewed by action evidenced in writing and executed by County and Council for up to three (3) additional years (or through September 30, 2013), or for whatever time period agreed to in writing by County and Council in writing. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 3.0 of this Contract to make any changes in those terms. Non-competitive renewal shall be based upon the Council's positive performance, County's continuing need for the services and approval by the Commissioners Court of the necessary budget set aside for this purpose, and will be limited to the amount approved during the budget process applicable to the Renewal Term.

3.0 AMENDMENTS

3.1 **Written.** Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made in writing and signed by both Parties.

3.2 **Acknowledgments as to Amendments.** It is acknowledged by Council that no officer, agent, employee or representative of County other than the Commissioners Court has any authority to change the terms of this

5.1.1 Requirements. During any Contract Term, Council shall perform, in a satisfactory manner as determined by County, through County Department, all obligations and responsibilities as set forth under this Contract.

5.1.2 Failure to Perform. In the event of Council's non-compliance with any term of this Contract, including, but not limited to timely submission of any report, record or notification, County may impose such sanctions as determined to be necessary by County.

5.2 Indemnification and Claims.

5.2.1 INDEMNIFICATION. Council agrees to and shall indemnify and hold harmless County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for any act or omission by Council, or for damage to any property, arising out of or in connection with the work done by Council under this Contract, whether such injuries, death or damages are caused by Council's sole negligence or the joint negligence of Council and any other third party.

5.2.2 Claims Notification. If Council receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Council or County, Council shall give written notice to County Department of: the claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 16.0 of this Contract. Except as otherwise directed, Council shall furnish to County copies of all pertinent papers received by Council with respect to these claims or actions.

5.3 Miscellaneous Responsibilities.

5.3.1 Change in Identity. Council shall notify the Purchasing Agent and County Department immediately in writing, and in advance where possible, of any significant change affecting the Council, including change of Council's name or identity, ownership or control, payee identification number and other. Failure to provide such information in a timely manner may delay payment under this Contract or result in other action by County regarding Council's status under this Contract.

6.0 ACKNOWLEDGMENTS, WARRANTS, AND ASSURANCES

6.1 Accurate Information. Council warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such shall not constitute nor be deemed a release of the responsibility and liability of Council, its employees, agents or associates for the accuracy and competency of their

7.0 COMPLIANCE

7.1 **Federal, State and Local Laws.** Council shall provide all services and activities performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"), Chapter 73, TEXAS ADMINISTRATIVE CODE, HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA); Council shall not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Contract services and activities, Council will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

7.2 **Confidentiality.**

7.2.1 **Method.** Council shall establish a method to secure the confidentiality of records and other information relating to Eligible Clients in accordance with the applicable Federal laws, rules and regulations, the applicable State and local laws, rules, and regulations and applicable professional ethical standards. This provision shall not be construed as limiting the right of access to Eligible Client information.

7.2.2 **Privacy.** Council shall comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law, and shall maintain patient and client records in compliance with state laws relating to the security and retention of medical or patient records.

8.0 RETENTION AND ACCESSIBILITY OF CLIENT & FISCAL RECORDS

8.1 **Records.** County and Council agree to maintain all records and documentation for all expenditures pertaining to this Contract in a readily available state and location until an audit in conformance with generally accepted auditing standards is completed and all questions arising from it are resolved satisfactorily, or for three (3) years after the agreement term in which the activity occurred, whichever occurs later.

8.2 **Access.** Council and County agree to give any of the duly authorized representatives of the other Party, full reasonable access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the other Party and pertaining to this agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by either Party, and for any additional time period that the records are retained by either Party

8.3 **Confidentiality.** Council and County agree to establish a method to secure the confidentiality of records and other information relating to the performance of this Contract in accordance with applicable federal laws, rules and regulations, applicable state laws and regulations, and applicable professional ethical standards.

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

VII. FINANCIAL PROVISIONS

12.0 CONTRACT FUNDS

12.1 Maximum Funds.

12.1.1 **Initial Term.** During the Initial Term, in consideration of the services provided, either directly or indirectly, by County under the provisions of this Contract, Council agrees to pay the County an amount of Four Thousand Dollars (\$ 4,000.00).

12.1.2 **Renewal Term.** Unless otherwise agreed to in writing by the Parties, payments during any Renewal Term will remain the same as those set forth in this Section 12.1.

12.1.3 **No Third Party Rights.** All funds paid to County by Council under this Contract shall be used for the payment of allowable contract expenditures made by County. This Contract creates no third party beneficiary rights as between Council and any of County's contractors and/or employees.

12.1.4 **Fiscal Year Limit.** In no event shall any provision of this Contract or any agreement subject to this Contract be interpreted to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. Council understands and agrees that County's liability and obligation for total County Contract Funds is limited to that portion of the total which has been approved by the Commissioners Court during the budget period for the portion of the term which falls within the County fiscal year in place at the beginning of the Contract Term or any Renewal Term.

12.2 **Taxes.** County shall not be liable for state, local or federal excise taxes of Council. Council must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Council is responsible for both Federal and State Unemployment insurance coverage and standard Workers' Compensation Insurance coverage. Council must comply with all Federal and State tax laws and withholding requirements. County will not be liable to Council or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements.

VIII. SUSPENSION/TERMINATION

13.0 TERMINATION

13.1 **Material Breach.** Either Party may terminate this Contract if the other fails to cure a material breach

effective date of termination, or an extended date if agreed to in writing by the Parties.

13.7 **Results of Termination.**

13.7.1 **Rights Surviving Termination.** If either party terminates this Contract, in whole or in part, County has the right to receive payment for all services provided before the date of termination and not previously paid; and Council has the right to receive reimbursement of any amounts paid to County for which services were not provided prior to the termination date.

13.7.2 **Continued Liability.** Notwithstanding any exercise by County of early termination pursuant to this Section 13.0 or any provision of this Contract, Council shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Contract by Council, or for any amounts paid to Council by County and determined by County to be overpayment(s), disallowed payment(s), or payment(s) subject to refund under the terms of this Contract. County may withhold payments to Council until the exact amount of damages or payments due to County from Council is agreed upon or is otherwise determined, and is paid in full.

VIII. MISCELLANEOUS PROVISIONS

14.0 **COUNCIL STATUS.**

14.1 **Independent Contractor.** The Parties expressly acknowledge and agree that Council is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Council shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies and no employee of County shall be considered an employee of Council or gain any rights against Council pursuant to Council's personnel policies. The relationship of County and Council under this Contract is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

14.2 **Contract Limitation.** This Contract sets out the agreements and obligations between County and Council only, and does not obligate County or Council in any way to any of the other Party's Subcontractors, nor to any other third party. This Contract creates no third party beneficiary rights as between County and any of Council's Subcontractors. Each Party has the sole responsibility for payment for services rendered by that Party's Subcontractors. Neither Party shall not under any circumstances be liable to the other Party's creditors or Subcontractors for any payments under this Contract.

15.0 **MONITORING**

15.1 **Monitoring.** Council reserves the right to perform periodic on-site monitoring of County's compliance with the terms of this Contract, and of the adequacy, effectiveness and timeliness of Council's performance under this Contract. Any issues, problems or deficiencies noted by Council shall be referred to the Executive Manager

within twenty (20) days of the change.

16.5 **Change of Name.** If a change of name is required by Council, the Purchasing Agent and Executive Manager shall be notified in writing immediately. No change in the obligation of or to Council will be recognized until it is approved by the Commissioners Court. Failure to timely provide notice under Section 16.0 may result in delay of payment.

17.0 **PROHIBITIONS**

17.1 **County Forfeiture of Contract.** If Council has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment F during the 365 day period immediately prior to the date of execution of this Contract by Council or does business with any Key Contracting Person at any time after the date of execution of this Contract by Council (including business done during any Renewal Term of this Contract) and prior to full performance of this Contract, Council shall forfeit all County benefits of this Contract and County shall retain all performance by Council and recover all considerations, or the value of all consideration, paid to Council pursuant to this Contract. Council shall notify County of any change in the information submitted with this Contract as to the Ethics Affidavit within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

17.2 **Conflict of Interest.**

17.2.1 **Conflict.** Council shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Council who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, Subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

17.2.2 **Conflict of Interest Questionnaire.** Council shall complete the Conflict of Interest Questionnaire attached to this Contract as Attachment B. Within seven (7) business days of executing this Contract, Council shall file the Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. Council shall update this Questionnaire, as required by Chapter 176, TEXAS LOCAL GOVERNMENT CODE, by September 1, 2006, and each year thereafter for the duration of this Contract. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, Council shall submit an updated Questionnaire, not later than the seventh (7th) business day after the date of an event that makes a statement in the Questionnaire incomplete or inaccurate. Council should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

17.3 **Solicitation.** Council warrants that no persons or selling agency was or has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Council to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or, in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover the full amount of such

County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Section 19.1 or Section 19.2.

20.0 INTERPRETATIONAL GUIDELINES

20.1 **Computation of Time.** When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees these days shall be omitted from the computation.

20.2 **Numbers and Gender.** Words of any gender in this Contract 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 Contract clearly requires otherwise.

20.3 **Headings.** The headings at the beginning of the various provisions of this Contract 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 Contract.

21.0 OTHER PROVISIONS

21.1 **Survival of Conditions.** Applicable provisions of this Contract, as determined by County, shall survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

21.2 **Non-Waiver of Default.** One or more acts of forbearance by any Party to enforce any provision of this Contract or any payment, act or omission by any Party shall not constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist.

21.3 **Reservation of Rights.** If any Party to this Contract breaches this Contract, the other Party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of County, under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. The exercise of or failure to exercise any right or remedy in this Contract of County or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants, and conditions of this Contract, or the failure to demand the prompt performance of any obligation under this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

21.4 **Law and Venue.** This Contract is governed by the laws of the State of Texas and all obligations under this Contract shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County and the City of Austin.

these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Council agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Contract.

22. EFFECTIVE DATE

22.1 This Contract is effective October 1, 2009, when fully executed by all Parties.

BY THE SIGNATURES AFFIXED BELOW, the above Contract is hereby accepted as all the terms and conditions of this Contract.

RETIRED SENIOR VOLUNTEER
PROGRAM ADVISORY COUNCIL

By: Penny Cedel
Its Duly Authorized Agent
Printed Name: Penny Cedel
Title: President

Date: 3-19-10

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge Date: _____

County Approvals:

As to Legal Form:

Assistant County Attorney Date: _____

Funds Certified By:

Susan Spataro, County Auditor Date: _____
Purchasing:

Cyd Grimes, Purchasing Agent Date: _____

ATTACHMENT A

ETHICS AFFIDAVIT

Date: 3-19-2010

Name of Affiant: Penny Cedel

Title of Affiant: President

Business Name of Council ("Contractor"): Retired Senior Volunteer Program of Travis County Advisory Council

County of Contractor: Travis

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Penny Cedel
41 Lovegrass Lane
Sunset Valley TX 78745

Address

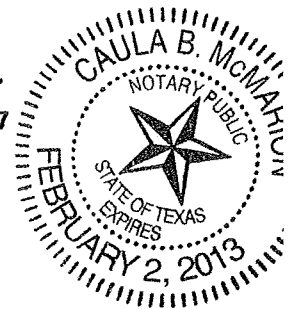
SUBSCRIBED AND SWORN TO before me by March on 19th 2010

Notary Public, State of Texas

CAULA B. McMARION
CAULA B. McMARION

Typed or printed name of notary

My commission expires: 2/2/2013



DISCLOSURE/WARRANT

STATE OF TEXAS
COUNTY OF TRAVIS

CONTRACT # _____

COUNCIL ("CONTRACTOR"): _____

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date on which this contract is signed, or will do business during the contract term with the following key persons and warrants that these are the only such key persons:

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

If Contractor does business with any key person during the contract term, Contractor will so notify County immediately in writing.

48

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
January 19, 2010

CURRENT

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

H1

CURRENT - continued

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

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
First Assistant County Attorney	Randy Leavitt.....	1/23/10
Attorney, Transactions Division	Stacy Wilson.....	7/06/10
Executive Manager, Administrative	Alicia Perez.....	9/01/10
Purchasing Agent Assistant III... ..	Rebecca Gardner.....	12/28/10
Executive Assistant.....	Kelly Darby	01/15/11

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

242

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	58/57
Contact Person/Title:	Lisa Sindermann / Contract Specialist
Phone Number:	854-4594

Grant Title:	ARRA WAP - Weatherization Assistance Program			
Grant Period:	From:	9/1/2009	To:	8/31/2011
Grantor:	Texas Department of Housing and Community Affairs			
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>		

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$50,000					\$50,000
Operating:	2,148,878					2,148,878
Capital Equipment:						0
Indirect Costs:	112,472					112,472
Total:	\$2,311,350	\$0	\$0	\$0	\$0	\$2,311,350
FTEs:						0.00

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

Performance Measures Applicable Depart. Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Number of referrals required to support Housing programs from emergency assistance centers (includes DOE, LIHEAP, CEAP, Home Repair and ARRA WAP)	1,365	309	374 Projected	341 Projected	341 Projected	1,365
Measures For Grant						
# of Households receiving ARRA WAP Assistance Program	350					350

Outcome Impact Description	Assistance from this grant provides weatherization and energy efficiency services and materials for low-income Travis County residences which should result in lowering the home energy utility bills for the residents.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

Health and Human Services & Veterans Services (HHS & VS) requests Commissioners Court approval of an amendment to the ARRA WAP – Weatherization Assistance Program grant that was originally approved by on March 2, 2010. The amendment does not include any changes to the award amount of \$2,311,350, but does add requirements for the Davis Bacon Act, historical preservation guidelines for residences that are 45 years and older along with provisions that program eligibility applications and client educational materials be available in English and Spanish. The department has been working with Texas Department of Housing and Community Affairs along with applicable stakeholders on these requirements and does not anticipate any issues from the amendment that will impact the program at this time.

PBO recommends approval.

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

The ARRA WAP program was created as a result of the American Recovery & Reinvestment Act to address weatherization and energy efficiency needs of dwellings either owned or rented by low income persons. The ARRA Weatherization Assistance Program (WAP) follows the existing Department of Energy weatherization assistance program guidelines designed to increase household energy efficiency and health and safety issues due to issues with household appliances. This program funding can be used in conjunction with the already existing LIHEAP weatherization assistance program funding to address more of the needed minor home repairs and weatherization needs at the residences as necessary.

This amendment does not change the award amount for the grant which remains at \$2,311,350 for this first allocation period. The amendment includes in the grant contract the requirements for the Davis Bacon Act which requires Travis County's vendors performing weatherization services for this program to comply with all of the provisions in the Davis Bacon Act mainly the payment of the prevailing wage to their employees working on the ARRA WAP units and submitting certified payroll information to Travis County. The amendment also requires compliance with the historical preservation guidelines made possible through a memorandum of understanding between TDHCA and the Texas Historical Commission. These guidelines pertain to addressing weatherization issues at residences that are 45 years or older. The last amendment provision requires the program eligibility application and client educational materials to be made available in both English and Spanish or any other appropriate language. The department, HHSVS, is in compliance with this provision.

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

The Texas Department of Housing and Community Affairs has given every indication the contract for this program will be for a two year period. The department's goal in providing these services is to minimize the direct impact to Travis County departments and develop vendor contracts to implement the program service delivery by use of sub-contractors.

However for purposes of some programmatic and administrative delivery for these funds, there was an estimated need of support from Travis County. It may be necessary at a later date to submit a request of support when the need has been realized.

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

There is no commitment by the Commissioners Court to fund these services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs at the rate of 5% of the total allowable expenditures excluding funds for travel and training.

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

Yes

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

This program funding allows the department the possibility to enhance weatherization assistance already implemented by the current LIHEAP weatherization program for Travis County's low income households. The guidelines of this ARRA WAP program allow for energy efficiencies and weatherization services to be addressed in dwellings owned or occupied by low income persons at a cost per unit of \$6,500; which is higher than existing weatherization assistance programs the department has available for the community. The typical services provided by the program are installation of attic and wall insulation, caulking, repair or replacement of inefficient household appliances, doors, and windows will reduce the home energy expenses. This program also allows for the income eligibility to be at 200% of federal poverty income guidelines.

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

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make

referrals to the Housing Services division staff of those households deemed eligible for weatherization assistance. This additional funding stream will help the department meet the requests of low-income clients who are seeking basic needs services, minor home repair and weatherization services by providing more comprehensive energy efficiency services. This program funding can also be used in combination with the LIHEAP weatherization program addressing more of the energy and weatherization needs of qualified households.



RECEIVED

10 MAR 30 11 09 09

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

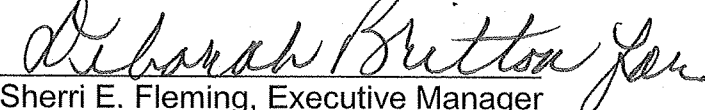
**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

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

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

Date: March 26, 2010

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of 2009 – 11 for the American Recovery and Reinvestment Act Weatherization Assistance Program (ARRA WAP) Contract Amendment 1

Proposed Motion: Consider and take appropriate action to approve the American Recovery and Reinvestment Act Weatherization Assistance Program (ARRA WAP) contract amendment 1 with the Texas Department of Housing and Community Affairs (TDHCA).

Summary and Staff Recommendation: Staff requests the acceptance of this contract amendment 1 from the Texas Department of Housing and Community Affairs (TDHCA). This amendment does not change the award amount for the grant which remains at \$2,311,350 for this first allocation period. The amendment includes in the grant contract, the requirements for the Davis Bacon Act which requires Travis County's vendors performing weatherization services for this program to comply with all of the provisions in the Davis Bacon Act mainly the payment of the prevailing wage to their employees working on the ARRA WAP units and submitting certified payroll information to Travis County. The amendment also requires compliance with the historical preservation guidelines made possible through a memorandum of understanding between TDHCA and the Texas Historical Commission. These guidelines pertain to addressing weatherization issues at residences that are 45 years or older. The last amendment provision requires the program eligibility application and client educational

materials to be made available in both English and Spanish or any other appropriate language. The department, HHSVS, is in compliance with this provision.

The ARRA WAP grant funds, awarded to Travis County for the two year grant period ending August 31, 2011, will be an anticipated total of \$4,498,894. These program funds are used to provide weatherization services and minor home repair assistance for low-income households. The weatherization services provided will replicate the assistance provided by the current DOE weatherization assistance program. Some examples of the program's weatherization services are providing attic and wall insulation, repair or replacement of the heating and cooling household appliances, minor household repairs such as replacing doors or patching interior walls, addressing health and safety issues by adding or replacing smoke and carbon monoxide detectors and replacing household natural gas stoves. The distribution of assistance will be to qualified Travis County residents with household income levels at or below 200% of the current Federal Poverty Income Guidelines with household weatherization needs. The program allows for a maximum expenditure rate of \$6,500 per household.

Budgetary and Fiscal Impact: We use the ARRA WAP funds for administration, materials, labor, insurance, single audits costs and training. The funds for materials are budgeted in the line items for contracted services and supplies and funding for labor will be budgeted in the corresponding salaries and benefits, and contracted services line items. The insurance, single audit costs and training costs will be budgeted in the corresponding insurance, audit, travel, and training line items. No matching funds are required for this grant. This contract period is 09/01/09 through 08/31/11.

Issues and Opportunities: This grant has promoted collaboration between the departmental staff and staff from the County Attorneys, Purchasing, Auditors and Planning & Budget departments to plan strategies for expending these ARRA WAP grant funds in a timely manner.

Another partnership was formed when the Commissioners Court, on January 19, 2010, approved an interlocal agreement with the City of Austin to further collaboration of efforts between the two entities, as the City has also received an award of ARRA WAP grant funds to be utilized within the city limits of Austin. This agreement was initiated to provided cost savings and efficiencies by eliminating multiple government solicitations, utilizing the bid process of goods and services for sub-contracted vendor contracts, allowing for resource and information sharing, and formulating outreach efforts. HHSVS and the City of Austin staff believe this coordination of efforts will prove beneficial for the citizens of Travis County.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst III, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney

Cyd Grimes C.P.M., Travis County Purchasing Agent
Jason Walker, Travis County Purchasing Office
Deborah Britton, Division Director, Community Services
Lance Pearson, Housing Manager, Housing Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000680 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.402)

AMENDMENT NUMBER: 1

SECTION 1. PARTIES TO CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Travis County (hereinafter the "Subrecipient") do hereby contract and agree to amend the contract by and between the parties identified on Department records as Contract Number 16090000680 ("Contract").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through August 31, 2011 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended by adding **Attachment B – DAVIS BACON ACT**, adding **Attachment C -- SECTION 43. HISTORIC PRESERVATION**, and Revising **SECTION 13. RECORD KEEPING REQUIREMENTS** to add item "G. Subrecipients must provide Program applications, forms and educational materials in English, Spanish and any other appropriate language." as identified in its entirety in **Attachment D -- SECTION 13. RECORD KEEPING REQUIREMENTS** as attached to this Amendment.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution of this amendment by the Executive Director of the Texas Department of Housing and Community Affairs.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Travis County

BY:

Samuel T. Biscoe, Travis County Judge

on _____
Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

Date Signed:

50

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000680 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.402)

AMENDMENT NUMBER: 1

ATTACHMENT B - DAVIS BACON ACT

SUBRECIPIENT NAME: Travis County

Prescription: Include for ARRA Awards when WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT ("RECOVERY ACT") Clauses are required.

CLAUSE XX. DAVIS BACON ACT REQUIREMENTS

A. Definitions. For purposes of this Clause, Clause XX, Contract Work Hours and Safety Standards Act, and Clause XX, Recipient Functions, the following definitions are applicable:

- (1) *Award* means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards Clauses and wage rate requirement of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.
- (2) *"Construction, alteration or repair"* means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--
 - (a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
 - (b) Painting and decorating; or
 - (c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.
- (3) *Contract* means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower-tier subcontracts under the Contract.
- (4) *Contracting Officer* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) *Contractor* means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.
- (6) *Recipient* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (7) *"Site of the work"* --
 - (a) Means--
 - (i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and
 - (ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;
 - (b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--
 - (1) They are dedicated exclusively, or nearly so, to performance of the project; and

- (2) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and
 - (c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.
- (8) *Subaward* means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.
- (9) *Subrecipient* means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency (CAA), local agency, or other entity to which a Subaward under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.

B. Davis Bacon Act

- (1) (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.
- (i) Applicable to recipient Only: Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.
- (ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.
- (b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
- (c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

- (d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (2) (a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bear a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:
- Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210
- The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Rates of Wages

- (1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.
- (2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

D. Payrolls and Basic Records

- (1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker his or her correct classification, hourly rates of wages paid(including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described section 1(b)(2)(B) of the Davis-Bacon Act), daily ad weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled David-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (2) (a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.
- (b) The Recipient is responsible for the ensuring that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors, including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of a investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.
- (c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify –

- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Subaward or Contract.
- (d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.
- (e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Withholding of funds

- (1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- (2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor.

F. Apprentices and Trainees

- (1) Apprentices.
 - (a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—
 - (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
 - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
 - (b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.
 - (c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
 - (d) Where a Subrecipient or Contractor is performing construction on a project in a locality other than in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
 - (e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
 - (e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
 - (f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees

- (a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
 - (b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.
 - (c) In the event OATELS withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

G. Compliance with Copeland Act Requirements

The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

H. Subawards and Contracts

- (1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled "Davis Bacon Act Requirements" and such other clauses as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.
- (2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient's and Contractor's signed and dated acknowledgment that this Clause has been included in the Subaward and any Contracts. The SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf).

Within 14 days after issuance of a Contract or lower-tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontractor's signed and dated acknowledgment that this Clause has been included in any Contract and lower-tier subcontracts. SF1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf).

The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413.

I. Contract Termination - - Debarment

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR 5.12.

J. Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

K. Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of the Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

L. Certification of Eligibility

- (1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

M. Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

CLAUSE XXX. Contract Work Hours and Safety Standards Act

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

- A. Overtime requirements.** No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the Clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWSSHA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages.

- (1) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the same Recipient on any other federally assisted Award or contract subject to the CWHSSA, which is held by the same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.
- (2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in clause set forth in CWHSSA, paragraph B of this Clause.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000680 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.402)

AMENDMENT NUMBER: 1

ATTACHMENT C - HISTORIC PRESERVATION

SUBRECIPIENT NAME: Travis County

SECTION 43. HISTORICAL PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of 16 U.S.C. 470 the National Historic Preservation Act (NHPA). The Department has provided guidance through the Memorandum of Understanding with the Texas Historical Commission posted on the Department website.

60

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000680 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.402)

AMENDMENT NUMBER: 1

ATTACHMENT D - SECTION 13. RECORD KEEPING REQUIREMENTS

SUBRECIPIENT NAME: Travis County

SECTION 13. RECORD KEEPING REQUIREMENTS

- G. Subrecipients must provide program applications, forms and educational materials in English, Spanish and any other appropriate language.

10

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST


Please consider the following item for:

Voting Session:

April 13, 2010

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

 *Rhoades* for Rodney Rhoades
**Discuss and take action to designate an underwriting group
for the Series 2010 debt issuance.**

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

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 p.m. on Monday for the next week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

Travis County Commissioners Court Agenda Request

11

Voting Session April 13, 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 \$882,871.37, for the period of March 26, 2010 to April 1, 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)

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: April 13, 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 26, 2010 to April 1, 2010

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$882,871.37

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 \$882,871.37.

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 26, 2010 TO APRIL 1, 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 13, 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 26, 2010
TO: April 1, 2010

REIMBURSEMENT REQUESTED: \$ 882,871.37

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,244,405.20
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: April 6, 2010	\$ (358,684.00)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 882,871.37
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 882,871.37

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

All claims over \$25,000 (3 this week totaling \$122,334.64) 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 (\$115,526.95) 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 \$28,053.55.

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.

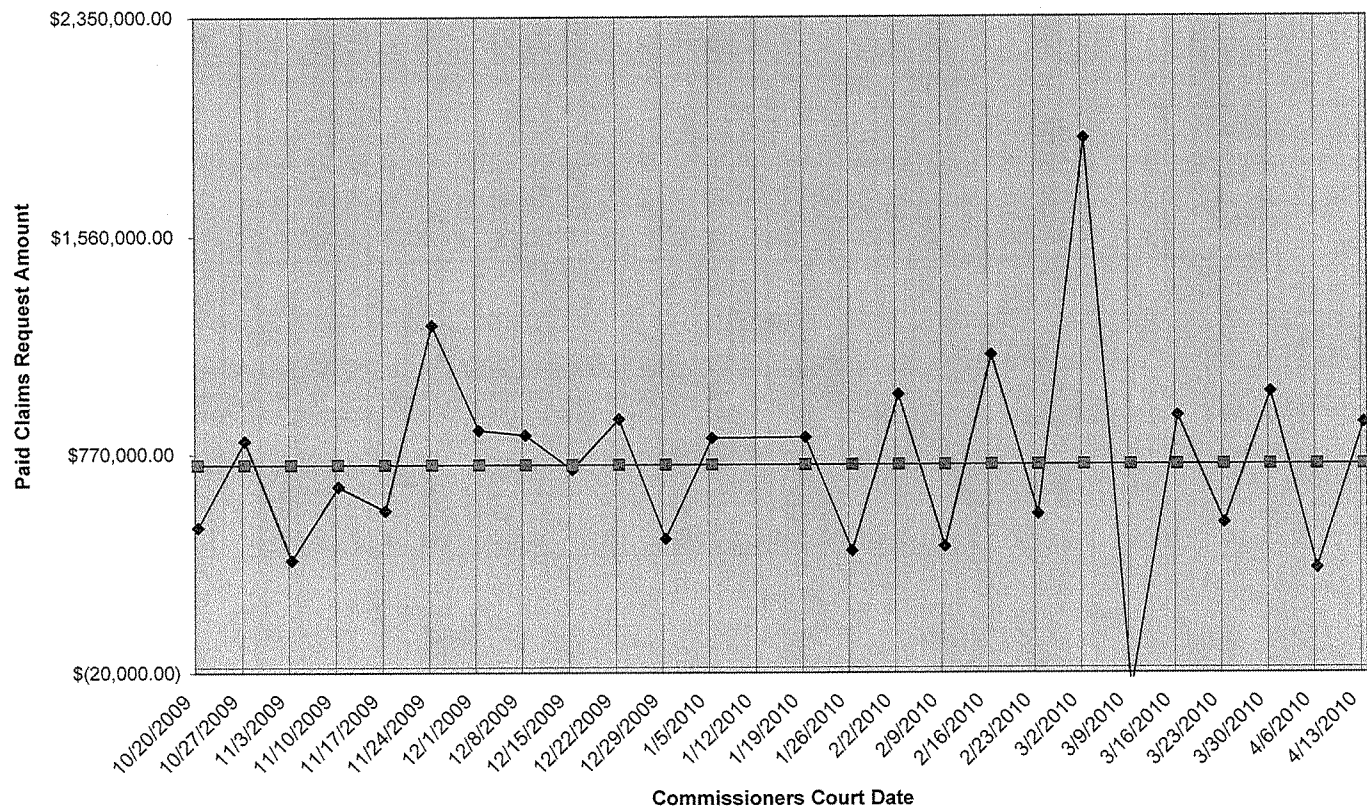
Dan Mansour 4-8-10
Dan Mansour, Risk Manager Date

Cindy Purinton 4-5-10
Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 4/5/10
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**



2

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	\$ -
3/26/10-4/1/10	4/13/2010	\$ 882,871.37	\$ 734,960.88	3	\$ 122,334.64
	Paid and Budgeted Claims - to date	\$ 18,632,121.25	\$ 18,374,062.00		
	Amount of Difference from Budget		\$ 258,059.25		
		Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.			

From: <SIFSFX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 4/2/2010 5:18 AM
Subject: UHC BANKING REPTS/C

TO: NORMAN MCREE FROM: UNITEDHEALTH GROUP
FAX NUMBER: (512) 854-3128 AB5
PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2010-04-02 REQUEST AMOUNT: \$1,244,405.20

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2010-04-01 \$728,930.84
- REQUIRED BALANCE TO BE MAINTAINED: \$1,938,718.00
+ PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,209,787.16

+ CURRENT DAY NET CHARGE: \$34,618.04
+ FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$1,244,405.20

ACTIVITY FOR WORK DAY: 2010-03-26

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$375,978.01	\$00.00	\$375,978.01
TOTAL:	\$375,978.01	\$00.00	\$375,978.01

ACTIVITY FOR WORK DAY: 2010-03-29

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$279,655.70	\$00.00	\$279,655.70

Page: 1 of 2

4

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_04_01

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	\$ (251.06)	NN	1311952	AE	8	4/1/2010	200	3/29/2010	4/1/2010
701254	632	\$ (252.67)	NN	1906845	AE	8	4/1/2010	200	3/29/2010	4/1/2010
701254	632	\$ (257.91)	NN	1906804	AH	1	4/1/2010	200	3/29/2010	4/1/2010
701254	632	\$ (270.06)	UY	1135760	AH	6	9/1/2009	50	4/2/2010	4/1/2010
701254	632	\$ (272.82)	NN	1455355	AE	8	4/1/2010	200	3/29/2010	4/1/2010
701254	632	\$ (308.50)	NN	1456593	AA	6	4/1/2010	200	3/29/2010	4/1/2010
701254	632	\$ (315.83)	NN	1606029	AH	7	4/1/2010	200	3/29/2010	4/1/2010
701254	632	\$ (323.30)	NN	SSN0000C	AL	0	3/12/2010	600	4/1/2010	4/1/2010
701254	632	\$ (327.81)	NN	SSN0000C	AL	0	3/26/2010	600	4/1/2010	4/1/2010
701254	632	\$ (336.68)	NN	1472624	A	11	4/1/2010	200	3/29/2010	4/1/2010
701254	632	\$ (417.47)	NN	1417904	AH	1	4/1/2010	200	3/29/2010	4/1/2010
701254	632	\$ (427.55)	NN	1053824	AH	5	4/1/2010	200	3/29/2010	4/1/2010
701254	632	\$ (471.36)	NN	SSN0000C	AL	0	3/23/2010	600	3/29/2010	4/1/2010
701254	632	\$ (600.54)	NN	1845321	AE	8	4/1/2010	200	3/29/2010	4/1/2010
701254	632	\$ (603.81)	NN	1572280	AA	1	4/1/2010	200	3/29/2010	4/1/2010
701254	632	\$ (608.88)	NN	SSN0000C	AL	0	3/23/2010	600	3/29/2010	4/1/2010
701254	632	\$ (1,253.75)	NN	1349441	AE	6	4/1/2010	200	3/29/2010	4/1/2010
701254	632	\$ (4,166.22)	NN	1223585	AH	7	4/1/2010	200	3/29/2010	4/1/2010
701254	632	\$ (8,352.00)	NN	SSN0000C	AL	0	3/29/2010	600	4/2/2010	4/1/2010

882,871.37

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

For the payment week ending: 04/01/2010

<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

6

Travis County - Hospital and Self Insurance Fund (526)
Journal Entry for the Reimbursement to United Health Care

 For the payment week ending: 4/1/2010

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	108,549.80
	RR	
	526-1145-522.45-29	14,817.22
Total CEPO		\$123,367.02
EPO		
	EE	
	526-1145-522.45-20	185,204.26
	RR	
	526-1145-522.45-21	45,902.20
Total EPO		\$231,106.46
PPO		
	EE	
	526-1145-522.45-25	477,393.98
	RR	
	526-1145-522.45-26	51,003.91
Total PPO		\$528,397.89
Grand Total		\$882,871.37

12

Travis County Commissioners Court Agenda Request

Voting Session 4/13/10
(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 13, 2010

ITEM # :

DATE: April 2, 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
Constable 4	13	Deputy Constable	61 / Step 1 / \$43,210.75	61 / Step 1 / \$43,210.75
District Clerk	10	Court Clerk I	13 / Midpoint / \$36,138.96	13 / Midpoint / \$36,138.96
District Clerk	45	Court Clerk I	13 / Level 6 / \$34,819.20	13 / Level 6 / \$34,819.20
Fac Mgmt	39	Custodian*	5 / \$24,960.00	5 / \$24,960.00
Fac Mgmt	42	Custodian*	5 / \$24,960.00	5 / \$24,960.00
Fac Mgmt	145	Custodian*	5 / \$24,960.00	5 / \$24,960.00
Juvenile Probation	538	Guardian Ad Litem II	17 / Level 4 / \$43,284.80	17 / Level 4 / \$43,284.80
Juvenile Probation	539	Juvenile Probation Ofcr III	16 / Level 4 / \$40,456.00	16 / Level 4 / \$40,456.00
Sheriff	776	Office Specialist Sr	12 / Midpoint / \$33,777.95	12 / Midpoint / \$33,777.95
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Probate Court	20005	Accountant Assoc	13 / \$14.18	13 / \$14.18	02
TNR	50072	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

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

Dept. (From)	Slot - Position Title - Salary	Dept. (To)	Slot - Position Title - Salary	Comments
Fac Mgmt	Slot 20068 / Custodian / Grd 5 / \$10.00	Fac Mgmt	Slot 20027 / Custodian / Grd 5 / \$10.00	Lateral transfer.

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	264	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	497	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	506	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	516	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	556	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	891	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1020	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1147	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1192	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1284	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1369	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1404	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1555	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1567	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
* 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
District Atty	Slot 38 / Attorney VI / Grd 28 / \$90,270.89	District Atty	Slot 18 / Attorney VI* / Grd 28 / \$90,270.89	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 514 / Corrections Officer Sr / Grd 83 / \$54,056.08	Sheriff	Slot 90 / Sergeant Corrections / Grd 88 / \$77,827.98	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1071 / Corrections Officer Sr* / Grd 83 / \$48,673.04	Sheriff	Slot 113 / Sergeant Corrections / Grd 88 / \$72,443.90	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1764 / Corrections Officer Sr / Grd 83 / Part-time \$23,786.99	Sheriff	Slot 786 / Human Resources Assistant II / Grd 14 / Full-time \$35,339.20	Voluntary job change. Transition from Peace Officer Pay Scale (POPS) to Classified Pay Scale. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

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

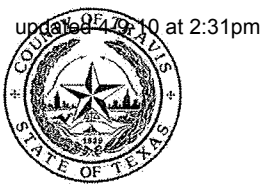
Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



TRAVIS COUNTY 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

13

Approved by: _____

Voting Session: Tuesday, April 13, 2010

REQUESTED ACTION: APPROVE CONTRACT MODIFICATION 5 AND RATIFY CONTRACT NO IL070209VR WITH ENVISION CENTRAL TEXAS FOR REGIONAL PLANNING ACTIVITIES. (TNR)

Points of Contact:

Purchasing: David Walch, Marvin Brice CPPB

Department: TNR, Joseph Gieselman, Executive Manager

County Attorney (when applicable): John Hille, Christopher Gilmore

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: N/A

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

Through this agreement, Envision Central Texas provides a regional planning effort studying the future growth in Central Texas, as it relates to the environment, land use, transportation and communities.

This Modification No. 5 extends the term of the contract from January 1, 2010 through December 31, 2010 and provides the 2010 program work deliverables at a cost of \$25,000.00. Delays in executing this modification to extend the contract resulted from deliverables development and identifying continuing funding. Therefore it is requested that the Court ratify and approve Modification No. 5 effective January 1, 2010.

Modification No. 4 revised the 2009 program work deliverables.

Modification No. 3 extended the contract from January 1, 2009 through December 31, 2009, and provided the 2009 program work deliverables at a cost of \$25,000.00.

Modification No. 2 extended the contract expiration date from March 27, 2008 through December 31, 2008, and provided the 2008 program work deliverables at a cost of \$25,000.00.

Modification No. 1 was processed internally as an administrative modification. The contractor facility and mailing address changed.

- **Contract Expenditures:** Within the last 12 months \$25,000.00 has been spent against this contract.

☐ Not applicable

Contract-Related Information:

Award Amount: \$25,000.00

Contract Type: Professional Services

Contract Period: Upon execution through March 27, 2008.

➤ **Contract Modification Information:**

Modification Amount: \$25,000.00

Modification Type: Bi-Lateral

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

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Contractor is not a
HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E: **496934**

☒ Funding Account(s): **001-4905-621-7501**

☐ Comments:

➤ **Statutory Verification of Funding:**

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

MODIFICATION OF CONTRACT NUMBER: IL070209VR – Regional Planning/Studying**PAGE 1 OF 2 PAGES**ISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701PURCHASING AGENT ASST: David Welch
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185DATE PREPARED:

March 19, 2010ISSUED TO:
Envision Central Texas
P.O. Box 17848
Austin, Texas 78760-7848
Attn: Diane MillerMODIFICATION NO.:

5EXECUTED DATE OF ORIGINAL
CONTRACT:

March, 27 2007ORIGINAL CONTRACT TERM DATES: 03/27/07 -03/31/08CURRENT CONTRACT TERM DATES: 01/01/10 -12/31/10**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$ 25,000.00Current Modified Amount \$ 100,000.00**DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:**

A. The purpose of this modification is to extend the term of this contract from January 1, 2010 through December 31, 2010.

B. In accordance with the contract extension of Services Agreement, Attachment 3 – Is hereby deleted in its entirety and replaced with the revised Attachment 3, 2010 Program Work Deliverables effective January 01, 2010, attached hereto, and made a part hereof. The modified program deliverables have been agreed upon by both parties

C. The County agrees to pay Twenty-Five Thousand Dollars (\$25,000.00) to contractor for services to be provided in FY2010 in accordance with revised Attachment 3, 2010-Program Work Deliverables.

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

Note to Vendor:

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

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

LEGAL BUSINESS NAME: ENVISION CENTRAL TEXAS
BY: Sally H. Campbell
SIGNATURE
BY: Sally W. Campbell
PRINT NAME
TITLE: Executive Director
ITS DULY AUTHORIZED AGENT

☐ DBA
☒ CORPORATION
☐ OTHER

DATE:
3/26/10

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

DATE:
4/5/10

TRAVIS COUNTY, TEXAS
BY:
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

Attachment – 3
Revised as of January 01, 2010
2010– Program Work
DELIVERABLES

I. Improving coordination of regional infrastructure

A. Host two Regional Forums on efficient infrastructure and regional cooperation

Central Texas has critical infrastructure needs and severely limited resources. Envision Central Texas will lead a regional dialogue at two forums to help inform the hard choices that must be made by regional leaders about infrastructure development and regional cooperation and help illuminate the discussions surrounding the CAMPO 2035 Plan. The two forums will take place on March 31, 2010 and September 10, 2010.

B. Spotlight visionary projects at the Fifth Annual ECT Community Stewardship Awards Luncheon and feature keynote on regional coordination

On May 7, 2010, at the Hilton Austin, ECT will conduct the Fifth Annual Luncheon. At this event, ECT will spotlight the innovative people, projects and processes that are addressing the growth challenges facing our region in ways that will move us closer to a future that preserves and enhances our natural resources, economic vitality, social equity and overall quality of living.

C. Promote and disseminate the Central Texas Greenprint for Growth to help identify areas to preserve as "natural infrastructure" as well as sites appropriate for development.

D. Analyze success of the first year of Central Texas Greenprint for Growth at Planner Roundtable

ECT, in partnership with the Trust for Public Land and the Capital Area Council of Governments, completed its Central Texas Greenprint for Growth initiative in 2009. This unique tool can help people and communities identify opportunities to preserve and enhance their "green infrastructure" by identifying land conservation priorities as well as serve as a "blueprint" and help inform larger infrastructure and planning projects, including roads, rail and utilities. In 2010, ECT will ensure that the Greenprint is distributed and promoted throughout the five-county region. ECT will also design metrics to measure its usage and analyze best practices that can be shared at an ECT Planner Roundtable in spring 2010.

II. Advocating for policies, tools and resources to support the Vision

A. Advocate for and seek collaborations on county land use authority, transportation funding and other issues if appropriate in preparation for the next legislative session.

B. Preview 82nd Texas Legislative Session at an ECT Forum I November 2010.

III. ECT Implementation Committees – ECT will work to advance its vision and accomplish its 2010 Program of Work through the work of its four Committees made up of Central Texas volunteers.

A. Community Design Committee

B. Community Outreach

C. Natural Infrastructure Committee

D. Transportation and Land Use the region.

PI625I02

**TRAVIS COUNTY
Purchase Requisition**3/30/10
13:58:51

Number : 0000496934
Type : 1 PURCHASE REQUISITION
Status : NEEDS ADDITIONAL INFO
Reason : ATTN: DAVID WALCH, PLS MODIFY CONTRACT
By : CYNTHIA MCDONALD 854-9383
Date : 3/30/10
Vendor : 59866 ENVISION CENTRAL TEXAS
Contract nbr : IL070209VR
Ship to : Z1 TNR ADMIN - 11TH FLR
Deliver by date . . . : 3/31/10
Buyer :
Fiscal year code . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

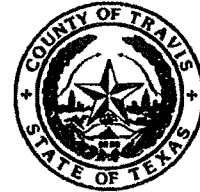
5=Display 8=Item extended description

Opt Line# Quantity UOM Description

1	1.00	DOL ECT - MODIFICATION #3	FY09 - DELIVERABLES
---	------	---------------------------	---------------------

Total: 25000.00

F3=Exit F7=Alternate view**F9=Print****F10=Approval info F12=Cancel F20=Comments**



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) 854-9383
FAX (512) 854-4697

March 15, 2010

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Amendment to Interlocal Agreement for Envision Central Texas

RECEIVED
TRANSPORTATION
MAR 16 PM 3:06
PURCHASING
OFFICE

As directed by the Commissioners Court, TNR is requesting the amendment of the following agreement:

<u>CONTRACT</u>	<u>VENDOR</u>	<u>AMOUNT</u>
IL070209VR	Envision Central Texas	\$25,000

Please amend the above referenced agreement to include the program deliverables for FY2010 (see attached). The funding source will be 001-4905-621-7501. A requisition will be entered into H.T. E. as soon as budget adjustment #20620 is processed to transfer funding from Allocated Reserve to the TNR account listed above.

If there are any questions, or additional information is needed, please contact Cynthia McDonald at 854-4239.

CCM:JPG:ccm

copy: Carol Joseph, TNR

Envision Central Texas Deliverables for 2010 Contract with Travis County

I. Improving coordination of regional infrastructure

A. Host two Regional Forums on efficient infrastructure and regional cooperation

Central Texas has critical infrastructure needs and severely limited resources. Envision Central Texas will lead a regional dialogue at two forums to help inform the hard choices that must be made by regional leaders about infrastructure development and regional cooperation and help illuminate the discussions surrounding the CAMPO 2035 Plan. The two forums will take place on March 31, 2010 and September 10, 2010.

B. Spotlight visionary projects at the Fifth Annual ECT Community Stewardship Awards Luncheon and feature keynote on regional coordination

On May 7, 2010, at the Hilton Austin, ECT will conduct the Fifth Annual Luncheon. At this event, ECT will spotlight the innovative people, projects and processes that are addressing the growth challenges facing our region in ways that will move us closer to a future that preserves and enhances our natural resources, economic vitality, social equity and overall quality of living.

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A. Advocate for and seek collaborations on county land use authority, transportation funding and other issues if appropriate in preparation for the next legislative session.

B. Preview 82nd Texas Legislative Session at an ECT Forum I November 2010.

III. ECT Implementation Committees -- ECT will work to advance its vision and accomplish its 2010 Program of Work through the work of its four Committees made up of Central Texas volunteers.

A. Community Design Committee

B. Community Outreach

C. Natural Infrastructure Committee

D. Transportation and Land Use the region.



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) 854-9189

14

Approved by: _____

Cyd V. Grimes 4/5/10

Voting Session: Tuesday, April 13, 2010

REQUESTED ACTION: APPROVE CONTRACT AWARDS FOR SOLID WASTE DISPOSAL SERVICES, IFB #B100122-LD, TO THE LOWEST RESPONSIVE BIDDERS. (TNR)

A. TEXAS DISPOSAL SYSTEMS

B. ALLIED WASTE

Points of Contact:

Purchasing: Loren Breland, 854-4854

Department: TNR, Joe Gieselman, Executive Manager, Christina Jensen, Jon White 854-9383

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This contract will provide solid waste disposal services for TNR.

Three bids were received on March 8, 2010. TNR has reviewed the bids and recommends awards to the lowest, responsive bidders, Texas Disposal Systems and Allied Waste. The bid submitted by IESI is non-responsive as this contract is awarded on an all or none basis. IESI did not bid on all line items. Multiple awards are authorized in the bid in Special Provisions, Paragraph 4, Method of Award. This contract is used by TNR to dispose of debris, trash, brush, animals, etc. collected by TNR and transported to the landfill in County trucks. TNR will select facility based on nearest available facility.

- **Contract Expenditures:** Within the last 12 months \$44,176.40 has been spent against this requirement.

➤ **Contract-Related Information:**

Award Amount: (Estimated quantity) As needed basis.

Contract Type: Annual Contract

Contract Period: April 28, 2010 to April 27, 2011

➤ **Contract Modification Information:**

Modification Amount: \$0.00

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 33

Responses Received: 3

HUB Information: Vendor is not a HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

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

☐ Comments:

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.

☒ Funding Account(s): 099-4941-621-6099

☐ Comments:

➤ **Statutory Verification of Funding:**

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

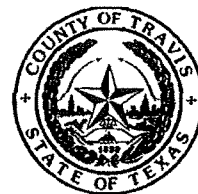
➤ APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE



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) 854-9383
FAX (512) 854-4697

RECEIVED
TRAVIS COUNTY
MAR 29 AM 8:53
PURCHASING
OFFICE

March 25, 2010

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: *[Signature]* Joseph P. Gieselman, Executive Manager
SUBJECT: Award of Solicitation B100122-LD
Solid Waste Disposal Services

TNR has reviewed the above referenced bids and recommends award to the two low responsive bidders: Texas Disposal Systems and Allied Waste. Travis County personnel will select which disposal facility to use based on factors such as the nearest site available.

The commodity/sub-commodity code for this contract is 988/046. The budgeted line item is 099-4941-621-6099.

If you need additional information, please contact Christina Jensen at 854-7670.

[Signature] CJ:JPG:cj
Contract File

Bid #B100122-LD - SOLID WASTE DISPOSAL SERVICESCreation Date **Feb 4, 2010**End Date **Mar 8, 2010 2:00:00 PM CST**Start Date **Feb 16, 2010 2:29:40 PM CST**Awarded Date **Not Yet Awarded**

B100122-LD-1-01 UNCOMPACTED TRASH					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Allied Waste/BFI Waste Systems - Sunset Farms Landfill	First Offer - \$7.00	4500 / cubic yard	\$31,500.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Texas Disposal Systems	First Offer - \$8.00	4500 / cubic yard	\$36,000.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Texas Disposal Systems	Alt 2 - \$35.00	4500 / cubic yard	\$157,500.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Uncompacted trash by TON at \$35 per ton. This option would have been a more cost effective alternative over the last two years.			

B100122-LD-1-02 COMPACTED TRASH					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Disposal Systems	First Offer - \$9.00	200 / cubic yard	\$1,800.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Allied Waste/BFI Waste Systems - Sunset Farms Landfill	First Offer - \$14.00	200 / cubic yard	\$2,800.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Texas Disposal Systems	Alt 2 - \$35.00	200 / cubic yard	\$7,000.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Compacted trash by TON at \$35 per ton. This option would have been a more cost effective alternative over the last two years.			

B100122-LD-1-03 DEAD ANIMALS					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Allied Waste/BFI Waste Systems - Sunset Farms Landfill	First Offer - \$25.00	300 / each	\$7,500.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Texas Disposal Systems	First Offer - \$35.00	300 / each	\$10,500.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B100122-LD-1-04 SMALL TIRES					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
IESI TX Corporation	First Offer - \$4.00	50 / each	\$200.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Allied Waste/BFI Waste Systems - Sunset Farms Landfill	First Offer - \$7.00	50 / each	\$350.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

Texas Disposal Systems	First Offer - \$7.00	50 / each	\$350.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B100122-LD-1-05 LARGE TIRES					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
IESI TX Corporation	First Offer - \$10.00	50 / each	\$500.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Texas Disposal Systems	Alt 2 - \$14.00	50 / each	\$700.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Allied Waste/BFI Waste Systems - Sunset Farms Landfill	First Offer - \$18.00	50 / each	\$900.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Texas Disposal Systems	First Offer - \$18.00	50 / each	\$900.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
		20 inch to 24 inch tires			

B100122-LD-1-06 FREON REMOVAL CHARGE					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Disposal Systems	First Offer - \$20.00	20 / each	\$400.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Allied Waste/BFI Waste Systems - Sunset Farms Landfill	First Offer - \$65.00	20 / each	\$1,300.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B100122-LD-1-07 APPLIANCES					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Texas Disposal Systems	Alt 2 - \$0.00	10 / each	\$0.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
		If compressor is completely removed			
Texas Disposal Systems	First Offer - \$20.00	10 / each	\$200.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Allied Waste/BFI Waste Systems - Sunset Farms Landfill	First Offer - \$30.00	10 / each	\$300.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B100122-LD-1-08 BRUSH					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
IESI TX Corporation	First Offer - \$4.00	200 / cubic yard	\$800.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Allied Waste/BFI Waste Systems - Sunset Farms Landfill	First Offer - \$4.50	200 / cubic yard	\$900.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Texas Disposal Systems	First Offer - \$5.50	200 / cubic yard	\$1,100.00		Y

Agency Product Code:
Agency Notes:

Supplier Product Code:
Supplier Notes:
Must be clean, no trash

B100122-LD-1-09 CONSTRUCTION/DEMOLITION DEBRIS					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>IESI TX Corporation</u>	First Offer - \$6.00	400 / cubic yard	\$2,400.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Allied Waste/BFI Waste Systems - Sunset Farms Landfill</u>	First Offer - \$7.00	400 / cubic yard	\$2,800.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Texas Disposal Systems</u>	First Offer - \$8.00	400 / cubic yard	\$3,200.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B100122-LD-1-10 NON-COMPACTABLE CONSTRUCTION/DEMOLITION DEBRIS					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Texas Disposal Systems</u>	First Offer - \$3.00	400 / cubic yard	\$1,200.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: brick/ceramic tile/asphalt/rock/rubble. If contaminated with trash there is a \$100 contamination fee			
<u>IESI TX Corporation</u>	First Offer - \$6.00	400 / cubic yard	\$2,400.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Allied Waste/BFI Waste Systems - Sunset Farms Landfill</u>	First Offer - \$30.00	400 / cubic yard	\$12,000.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Texas Disposal Systems</u>	Alt 2 - \$35.00	400 / cubic yard	\$14,000.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Shingles/tile roofing/tar and gravel			

Supplier Totals

<u>Texas Disposal Systems</u>		\$55,250.00 (10/10 items)
Bid Contact Ryan Beard <u>rbeard@texasdisposal.com</u> Ph 512-421-1316	Address PO Box 17126 Austin, TX 78760	
Agency Notes:	Supplier Notes:	
<u>Allied Waste/BFI Waste Systems - Sunset Farms Landfill</u>		\$60,350.00 (10/10 items)
Bid Contact Jon Anstey <u>jon.anstey@awin.com</u> Ph 512-272-4327	Address PO Box 140026 Austin, TX 78714	
Agency Notes:	Supplier Notes:	
<u>IESI TX Corporation</u>		\$6,300.00 (5/10 items)
Bid Contact James Hare <u>jhare@iesi.com</u> Ph 512-329-1401 Fax 512-243-1827	Address 9904 FM 812 Austin, TX 78719	
Agency Notes:	Supplier Notes:	

GM200I13

TRAVIS COUNTY

4/01/10

Fiscal Year 2010

Account Balance Inquiry

08:25:08

Account number . . . : 99-4941-621.60-99
Fund : 099 ROAD & BRIDGE FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget :	421,396	
Revised budget :	519,937	02/17/2010
Actual expenditures - current . . :	7,990.49	
Actual expenditures - ytd . . . :	28,563.54	
Unposted expenditures :	.00	
Encumbered amount :	17,500.06	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	75,000.00	
Total expenditures & encumbrances:	129,054.09	24.8%
Unencumbered balance :	390,882.91	75.2

F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 4/5/10

Voting Session: Tuesday, April 13, 2010

REQUESTED ACTION: APPROVE CONTRACT NO. PS100110DW, AUSTIN/TRAVIS COUNTY REENTRY ROUNDTABLE TO PROVIDE PROFESSIONAL PROGRAM DEVELOPMENT FOR FORMERLY INCARCERATED PERSONS IN THE COMMUNITY. (CRIMINAL JUSTICE PLANNING)

Points of Contact:

Purchasing: David Walch, Marvin Brice, CPPB

Department: (CRIMINAL JUSTICE PLANNING) Roger Jefferies, Executive Manager

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: N/A

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

This agreement is for the provision of program development for formerly incarcerated persons residing in the Austin and Travis County community. The Reentry Roundtable (RRT) will work with county departments, the City of Austin and the private business sector and recommend evidence-based practices that might be implemented in order to increase the number of former offenders hired by these entities. By aligning County government resources with a community coalition, the overall goal of this partnership is to address and improve offender reentry in Travis County through stakeholder participation in an inclusive, community planning process.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$30,000.00 (Estimated quantity)

Contract Type: (Professional Services Agreement)

Contract Period: 04/13/10 - 9/30/10

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2010 APR -2 AM 10:10
TRAVIS COUNTY
AUDITORS OFFICE

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

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

☒ Comments:

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.: 496943

☐ Funding Account(s):

☐ Comments:

➤ **Statutory Verification of Funding:**

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

PROFESSIONAL SERVICES AGREEMENT/CONTRACT

BETWEEN

TRAVIS COUNTY

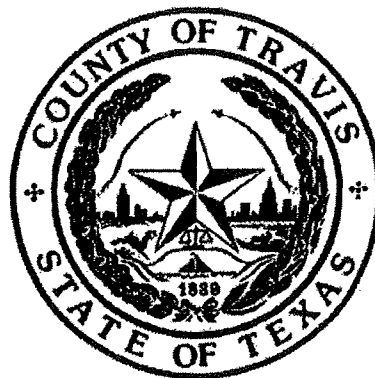
AND

**AUSTIN/TRAVIS COUNTY
REENTRY ROUNDTABLE**

FOR

**PROGRAM DEVELOPMENT FOR
FORMERLY INCARCERATED PERSONS**

CONTRACT NO. PS100110DW



RECEIVED
2010 APR -2 AM 10:10
TRAVIS COUNTY
AUDITORS OFFICE

Travis County Purchasing Office

TABLE OF CONTENTS

1.0	Definitions.....	3
2.0	Term	4
3.0	Contractor's Responsibilities	4-5
4.0	Compensation, Billing and Payment	5-7
5.0	Records, Confidentiality and Access.....	7-8
6.0	Modifications/Amendments	8
7.0	Other Provisions.....	8-12
	Approvals	13

Attachments

Attachment A – Scope of Services & Performance Measures.....	14
Attachment D – Ethics Affidavit including:	16
Exhibit 1 - List of Key Contracting Persons.....	17-18
Exhibit 2 – Disclosure.....	19
Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion for Covered Contracts	20

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
 PROGRAM DEVELOPMENT FOR FORMERLY INCARCERATED PERSONS**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and the Austin/Travis County Reentry Roundtable. (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain professional community planning services to identify funding opportunities, to enhance the communities continuum of care for formerly incarcerated persons, and;

WHEREAS, CONTRACTOR has the professional ability and expertise to provide such services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes, or her successor.
- 1.3 "County Auditor" means Travis County Auditor Susan Spataro, or her successor.
- 1.4 "Parties" mean Travis County and the Austin/Travis County Reentry Roundtable (RRT).
- 1.5 "Is doing business" and "has done business" mean:
 - 1.5.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal equitable; or
 - 1.5.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;
 - 1.5.3 **but does not include**
 - 1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
 - 1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

TRAVIS COUNTY
AUDITORS OFFICE

2010 APR -2 AM 10:10

RECEIVED

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.
- 1.7 "Director" means the Criminal Justice Planning Department Executive Manager of Travis County, who will administer this Agreement, or his/her designated representative.

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 December 31, 2010.

2.2 Extension Term(s). The Initial Term of this Agreement may be extended by written agreement of the Parties.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the duties that it has accepted as part of this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.8 Contractor Requests for Information. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the Director and may rely on all factual information supplied by the Director in response to his requests. However, the Director shall not serve as the agent of COUNTY or Commissioners Court or any elected official of COUNTY for any other purpose than conveying factual information.

3.9 Professional Licensure/Certification. CONTRACTOR shall maintain all necessary licenses and certifications related to the professional services being provided hereunder, and shall perform all services under this Agreement according to the applicable federal, state, and local rules and regulations. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.10 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.11 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00.

Form is provided as Attachment E

4.0 COMPENSATION, INVOICING AND PAYMENT

4.1 Compensation. For and in consideration of the satisfactory performance of the services described in Attachment A, Scope of Services, by CONTRACTOR pursuant to the terms of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Deliverable Schedule incorporated in the Scope of Services which is attached hereto as Attachment A and made a part hereof.

4.1.1 Not to exceed amount: \$30,000

4.1.2 Additional Fees: Not applicable

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4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Invoicing. Within ten days after the completion of each deliverable, as described in Attachment A: Scope of Services, CONTRACTOR shall invoice County for services rendered pursuant to this Contract. Each invoice shall include a description of the services and completed activities performed by Contractor and any deliverables for which payment is being requested.

Original invoices shall be sent to:

Travis County Criminal Justice Planning Department
Attention: Vennie Davis, Business Analyst II
P.O. Box 1748
Austin, TX 78701-2105
Vennie.Davis@co.travis.tx.us

4.4 Payment. If Director determines that Contractor has satisfactorily performed the services and activities for which payment is being requested (including timely delivery of deliverables) in accordance with Attachment A, Scope of Services, Director will approve the invoice and payment will be made to Contractor within 30 days following such approval. Payments shall be made to "Austin Community Foundation – Reentry Roundtable" and mailed to Austin Community Foundation, Attn: Thomas Cruz, Interim Chair, P.O. Box 5159, Austin, Texas, 78763. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR.

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

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

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4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

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

4.8.1.2 the debt is paid.

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

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

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

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

6.0 AMENDMENTS/MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 MISCELLANEOUS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

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

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

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- 7.7.2.1 Attachment A – Scope of Services
- 7.7.2.2 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
Exhibit 2 – Disclosure
- 7.7.2.3 Attachment E – Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion for Covered Contracts

7.8 Notices:

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

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

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

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

Roger Jefferies (or his successor)
Executive Manager
Travis County Justice and Public Safety
P.O. Box 1748
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Thomas Cruz, Interim Chair (or successor)
Austin Community Foundation
P.O. Box 5159
Austin, Texas 78762-3456

7.8.4 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.9 Authority of the DIRECTOR. The DIRECTOR will act on behalf of the COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.10 Dispute Resolution. The Purchasing Agent will act as the County representative in disputes where the Contractor has been unable to successfully resolve such dispute with the Department. Any document, notice or correspondence in relation to the dispute at this stage not issued by or to the Purchasing Agent is void unless otherwise stated in this Contract. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice or correspondence outlining the exact point of disagreement in detail. The Purchasing Agent will provide Contractor with a written response to the dispute containing the final resolution by County. If the matter is not resolved to the Contractor's satisfaction in this final notice, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the final unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.11 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. and Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

7.12 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.13 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.14 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.14.1 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.

7.14.2 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.

7.14.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that

no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.15 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.

7.16 Interpretational Guidelines

7.16.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.16.2 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.

7.16.3 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.

7.16.4 Contract/Agreement. As used in this document, the terms "Contract" and "Agreement" are synonymous.

7.17 Conflict of Interest:

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

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

**The Austin/Travis County
Reentry Roundtable**

Travis County

Thomas Cruz, Jr
By: Thomas Cruz, Jr Chair
Name and Title (Printed)

Samuel T. Biscoe
By: Samuel T. Biscoe
Travis County Judge

Date: March 23, 2010

Date: _____

Approved as to Legal Form By:

Jim Connolly
Assistant County Attorney

Funds Verified By:

SEE VERIFICATION FORM
County Auditor

Approved by Purchasing:

Cyd V. Grimes 4/5/10
Cyd Grimes, C.P.M., Purchasing Agent

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ATTACHMENT A

Austin/Travis County Reentry Roundtable

Scope of Services

(RRT Revised Version -11-30-09)

The Travis County Criminal Justice Planning Department (CJP) enters into a FY 2010 contract with the Austin/Travis County Reentry Roundtable (A/TCRRT) to provide professional services to complete the following reentry deliverables/initiatives:

1. Identify funding opportunities to enhance services and resources for formerly incarcerated persons and facilitate development of proposals:

a. Identify three (3) funding opportunities in FY2010 (e.g. U.S. Bureau of Justice Assistance upcoming Second Chance Act) which may provide reentry services from prison to the community for persons released from Travis County Correctional Center, the Texas Department of Criminal Justice (TDCJ), those on adult or juvenile probation, and those participating or leaving other criminal justice programs in Travis County.

b. In conjunction with Item #1a, A/TCRRT will facilitate the development of, and assist the lead agency in the completion of, an application proposal for at least one of the identified funding streams as determined by Travis County CJP. Responsibilities of the A/TCRRT development and completion process will include achieving programmatic consensus for the application by key public and private community partners.

Deliverable #1: As stated in 1b above, A/TCRRT's facilitation in the development of, and assistance in, the completion of the funding application proposal will be a collaborative process between key public and private stakeholders, including Travis County Criminal Justice Planning, who will oversee the application process as well as make key decisions regarding the application contents.

The written proposal shall constitute **35% (\$10,500)** of the contract, and shall be paid on completion. The due date of the application proposal shall be governed by the selected funding opportunity, with an absolute completion date of no later than December 31, 2010.

2. Facilitate the development of implementation plan for supportive housing for project (s) for a high risk, high need reentry population in Austin, Travis County, Texas based on recommendations identified by the Austin/Travis County Corporation for Supportive Housing Texas Reentry Initiative (ATC CSH TX Re-entry Initiative).

A/TCRRT will facilitate a public and private collaboration to create an implementation plan, with funding options which will result in appropriate projects for supportive housing units for persons who are chronically homeless, have a disability (mental illness, chemical dependency, chronic health issues, and developmentally disabled) and are returning from incarceration to Travis County from a TDCJ prison, the TDCJ Travis State Jail, Travis County Adult Probation Department or in a criminal justice program in our community.

Deliverable #2: This deliverable will be a written **Funding Options Brief** identifying funding options and opportunities for supportive housing for reentry population(s) related to ATC CSH TX Reentry Initiative recommendations. In addition to identifying the funding options, the Funding Options Brief will include a report that will highlight the strengths and challenges of each funding stream identified; the funding cycles of each funding stream; and the best options for each project. The **Funding Options Brief** shall constitute **30% (\$9,000)** of the contract, which shall be completed by May, 2010 and paid on completion.

Deliverable #3: This deliverable will be a written **Implementation Plan(s)** which will lead to the development of supportive housing units for each selected project and/or strategy as identified by the ATC CSH TX Reentry Initiative recommended strategies. The plan(s) will develop the community team process, identify community team members based on the individual project/strategy, identify staffing support, and complete a work plan for completion of the units tied to the funding stream(s) identified in Deliverable #2.

The completion of the **Implementation Plan(s)** shall constitute **35% (\$10,500)** of the contract, shall be completed by December 31, 2010 and paid on completion.

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ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

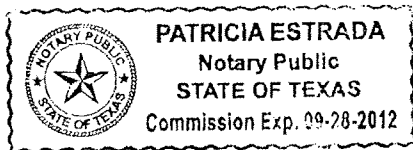
Date: March 23, 2010
Name of Affiant: Thomas Cruz, Jr.
Title of Affiant: Chair
Business Name of Proponent: Austin/Travis County Reentry Roundtable
County of Proponent: Travis

Affiant on oath swears that the following statements are true:

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

Thomas Cruz, Jr.
Signature of Affiant
P.O. Box 5159, Austin, TX 78762
Address

SUBSCRIBED AND SWORN TO before me by Thomas Cruz, Jr. on March 23, 2010.
Patricia Estrada



Notary Public, State of _____

Typed or printed name of notary

My commission expires: _____

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
January 25, 2010

CURRENT

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

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Purchasing Agent Assistant IV	Lee Perry
Purchasing Agent Assistant IV	Jason Walker
Purchasing Agent Assistant IV	Richard Villareal
Purchasing Agent Assistant IV	Oralia Jones, CPPB
Purchasing Agent Assistant IV	Lori Clyde, CPPB
Purchasing Agent Assistant IV	Scott Wilson
Purchasing Agent Assistant IV	Jorge Talavera, CPPB
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.*
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO
Purchasing Agent Assistant III	David Walch*
Purchasing Agent Assistant III	Michael Long, CPPB
Purchasing Agent Assistant III	Vacant
Purchasing Agent Assistant III	Rosalinda Garcia
Purchasing Agent Assistant III	Loren Breland
Purchasing Agent Assistant II	Donald E. Rollack
Purchasing Agent Assistant II	Nancy Barchus, CPPB
HUB Coordinator	Sylvia Lopez
HUB Specialist	Betty Chapa
HUB Specialist	Jerome Guerrero
Purchasing Business Analyst	Scott Worthington

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of Expiration</u>
Attorney, Transactions Division	Stacy Wilson	07/06/10
Executive Manager, Administrative	Alicia Perez	09/01/10
Purchasing Agent Assistant III	Rebecca Gardner	12/28/10
Executive Assistant	Kelly Darby	01/15/11

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

EXHIBIT 2
DISCLOSURE

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following key contracting persons and warrants that these are the only such key contracting persons:

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

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2010 APR -2 AM 10:11
TRAVIS COUNTY
AUDITORS OFFICE

ATTACHMENT E**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ____YES ____NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

☐ The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

☐ The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative

CRIMINAL JUSTICE PLANNING DEPARTMENT

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



MEMORANDUM

RECEIVED
TRAVIS COUNTY
2009 DEC 23 AM 11:30
PURCHASING
OFFICE

To: Cyd Grimes, Purchasing Agent

From: Roger Jefferies, J&PS Executive Manager

Date: December 21, 2009

Subject: FY10 RRT MOU

Re: FY10 RRT Reentry Services for Formerly Incarcerated Persons.

Dear Cyd,

Attached for your processing is the FY10 Memorandum of Understanding (MOU) between Travis County and the Austin/Travis County Reentry Roundtable. The Commissioners Court approved \$30,000 for FY10 funding of the MOU at the beginning of the fiscal year. The funds were placed in CJP's budget with the contract start date dependent upon the completion and approval of the Scope of Services for the MOU. Criminal Justice Planning agrees with the Scope of Services document (See Attachment A), and recommends that Purchasing proceed with processing the MOU. The end date for this contract is September 30, 2010. If you have any questions, please contact me at extension 4-4415. Thanks in advance for your assistance.

Attachment: Attachment A – FY10 RRT MOU Scope of Services

Cc: Marvin Brice, Purchasing ✓
David Walch, Purchasing
Vennie Davis, CJP
Julie Cullen, CJP
Kristy Vargas, CJP

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AUDITORS OFFICE

ATTACHMENT A

Austin/Travis County Reentry Round Table Scope of Services (RRT Revised Version -11-30-09)

The Travis County Criminal Justice Planning Department (CJP) enters into a FY 2010 contract with the Austin/Travis County Reentry Roundtable (A/TCRRT) to provide professional services to complete the following reentry deliverables/initiatives:

1. Identify funding opportunities to enhance services and resources for formerly incarcerated persons and facilitate development of proposals:

a. Identify three (3) funding opportunities in FY2010 (e.g. U.S. Bureau of Justice Assistance upcoming Second Chance Act) which may provide reentry services from prison to the community for persons released from Travis County Correctional Center, the Texas Department of Criminal Justice (TDCJ), those on adult or juvenile probation, and those participating or leaving other criminal justice programs in Travis County.

b. In conjunction with Item #1a, A/TCRRT will facilitate the development of, and assist the lead agency in the completion of, an application proposal for at least one of the identified funding streams as determined by Travis County CJP. Responsibilities of the A/TCRRT development and completion process will include achieving programmatic consensus for the application by key public and private community partners.

Deliverable #1: As stated in 1b above, A/TCRRT's facilitation in the development of, and assistance in, the completion of the funding application proposal will be a collaborative process between key public and private stakeholders, including Travis County Criminal Justice Planning, who will oversee the application process as well as make key decisions regarding the application contents.

The written proposal shall constitute **35% (\$10,500)** of the contract, and shall be paid on completion. The due date of the application proposal shall be governed by the selected funding opportunity, with an absolute completion date of no later than September 30, 2010.

2. Facilitate the development of implementation plan for supportive housing for project (s) for a high risk, high need reentry population in Austin, Travis County, Texas based on recommendations identified by the Austin/Travis County Corporation for Supportive Housing Texas Reentry Initiative (ATC CSH TX Re-entry Initiative).

A/TCRRT will facilitate a public and private collaboration to create an implementation plan, with funding options which will result in appropriate projects for supportive housing units for persons who are chronically homeless, have a disability (mental illness, chemical dependency, chronic health issues, and developmentally disabled) and are returning from incarceration to Travis County from a TDCJ prison, the TDCJ Travis State Jail, Travis County Adult Probation Department or in a criminal justice program in our community.

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AUDITORS OFFICE

Deliverable #2: This deliverable will be a written **Funding Options Brief** identifying funding options and opportunities for supportive housing for reentry population(s) related to ATC CSH TX Reentry Initiative recommendations. In addition to identifying the funding options, the Funding Options Brief will include a report that will highlight the strengths and challenges of each funding stream identified; the funding cycles of each funding stream; and the best options for each project. The **Funding Options Brief** shall constitute **30% (\$9,000)** of the contract, which shall be completed by May, 2010 and paid on completion.

Deliverable #3: This deliverable will be a written **Implementation Plan(s)** which will lead to the development of supportive housing units for each selected project and/or strategy as identified by the ATC CSH TX Reentry Initiative recommended strategies. The plan(s) will develop the community team process, identify community team members based on the individual project/strategy, identify staffing support, and complete a work plan for completion of the units tied to the funding stream(s) identified in Deliverable #2.

The completion of the **Implementation Plan(s)** shall constitute **35% (\$10,500)** of the contract, shall be completed by August, 2010 and paid on completion.

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PI625I02

TRAVIS COUNTY
Purchase Requisition

3/30/10
 14:11:37

Number : 0000496943
 Type : 1 PURCHASE REQUISITION
 Status : READY FOR BUYER PROCESS
 Reason : REENTRY ROUNDTABLE MOU - PLACEHOLDER - D WALCH
 By : CULLENJ 44751
 Date : 3/30/10
 Vendor : 63722 AUSTIN/TRAVIS COUNTY REENTRY
 Contract nbr :
 Ship to : 1P JUSTICE & PUBLIC SAFETY
 Deliver by date : 4/01/10
 Buyer :
 Fiscal year code . . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	30000.00		DOL SERVICES TO BE PROVIDED REGARDING EX OFFENDERS

Total: 30000.00

F3=Exit F7=Alternate view
 F10=Approval info F12=Cancel F20=Comments

F9=Print

2010 APR -2 AM 10:15
 TRAVIS COUNTY
 AUDITORS OFFICE



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 4/5/10

Voting Session: Tuesday, April 13, 2010

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR COMPREHENSIVE JUVENILE SEX OFFENDER TREATMENT PROGRAM SERVICES, RFS NO. S090307-DW, TO THE TWO HIGHEST QUALIFIED RESPONDENTS, SARAH CORTEZ, MS, LPC, LSOTP, CFC (PS100051DW) AND NICOLAS CORRASCO, PHD (PS090307DW). (JUVENILE PROBATION)

Points of Contact:

Purchasing: David Walch, Marvin Brice CPPB

Department: JP, Estela P. Medina, Chief Juvenile Probation Officer

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: N/A

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

Juvenile Probation provides comprehensive juvenile sex offender treatment program services to juveniles requiring this specialized treatment. In August 2009 a Request for Services (RFS) was issued to build a provider network of specialized providers for provision of this service. Purchasing sent out 60 invitations for RFS No. S090307-DW. The RFS closed on August 24, 2009.

Four proposals were received; one was retracted by the vendor. The Evaluation Committee, made up of representatives from Juvenile Probation, reviewed and evaluated (scored) the responses. All reviewed responses met the basic minimum criteria. However, the department selected to fund the two highest scoring proposals.

The Evaluation Committee based their recommendations on the following key areas:

- Comprehensive Treatment Program Service Model proposed;
- Proposed cost and fees;
- Qualifications, Experience and Knowledge of Key individuals;
- Accessibility of the program location to juveniles and working parents to include days, hours and bus routes; and

- Services available for bilingual and special needs populations

The vendors selected will provide different levels of service dependent upon the needs of the individual client. With these awards, Juvenile Probation will have an adequate provider pool to refer their clients based upon the level of need presented.

- **Contract Expenditures:** Within the last 12 months, \$118,025.00 has been spent against this contract.

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: **ON AN AS NEEDED BASIS**
 Contract Type: Professional Services Agreement
 Contract Period: 4/13/10 to 09/30/10 (auto renewal)

➤ **Contract Modification Information:**

Modification Amount: N/A
 Modification Type: N/A
 Modification Period: N/A

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: 4
 HUB Information: Not Applicable % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.: N/A
- ☒ Funding Account(s): 001-4530-593-4019 & 001-4530-593-4099
- ☒ Comments: ON AN AS NEEDED BASIS

➤ **Statutory Verification of Funding:**

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

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT




ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

MEMORANDUM

TO: Cyd Grimes
Purchasing Agent

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

RE: Request to Award of Bid Sex Offender Services

DATE: October 14, 2009

Travis County Juvenile Probation has reviewed the bids for Sex Offender Services for Juvenile Probation. The department recommends that the bids be awarded to the following vendors:

Nicolas Carrasco, PHD
Sarah Cortez, MS, LPC, LSOTP, CFC

The following details the funding line items to be used for this contract:

Commodity/Sub-Commodity Code: 948/075
Budget Line Item: 001-4530-593-4019

Commodity/Sub-Commodity Code: 948/087
Budget Line Item: 001-4530-593-4099

If you need additional information, please do not hesitate to contact me.

Cc: Barbara Swift
Sylvia Mendoza
Michael Williams

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Cyd Grimes
Purchasing Agent

FROM: Estela P. Medina 6/22/09
Estela P. Medina
Chief Juvenile Probation Officer

RE: Invitation for Bid Juvenile Sex Offender Treatment Services

DATE: June 16, 2009

Travis County Juvenile Probation Department is currently contracting with Dr. Carrasco contract # (PS000011VR) and Sarah Cortez contract # (PS010162JW) for Juvenile Sex Offender Treatment Services on a "as need basis". The contracts will expire September 30, 2009 with the option to renew for another year. Our department is interested in submitting an Invitation for Bid, and requests the opportunity to review the invitation for bid.

The following details the Commodity/Sub-Commodity codes and funding information:

Commodity/Sub-Commodity Codes 948 / 075
Account Number: 001-4530-593-4019
Commodity/Sub-Commodity Codes 948 / 087
Account Number: 001-4530-593-4099

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

cc: Britt Canary
Sylvia Mendoza
Emmitt Hayes
Michael Williams

EPM: gc

RFS No. 090207DW, Comprehensive Juvenile Sex Offenders Treatment Program Services**SUMMARY LIST**

Ranking #	Vendor Name	Total Score	Average Score
1	Cortez	16.350	3.270
2	Carrasco	13.850	2.770
3	Engel	12.250	2.450

EVALUATION CRITERIA MATRIX

RFS No. 090207DW, Comprehensive Juvenile Sex Offenders Treatment Program Services

Member _____

Contractor Name : _____

	CRITERIA		Weighted Factor		Raw Score		Total Score
2.1	Comprehensive Treatment Plan		35%				
2.2	Proposed Cost and Fees		25%				
2.3	Qualifications and Experience		15%				
2.4	Accessibility of the program		15%				
2.5	Services Available for bilingual and Special needs		10%				
Total Overall Score			100%				

Evaluation Instructions:

Each Factor Above is worth up to 5 points.

Evaluate each proposal against the criteria and assign points (1-5) for each factor, based on the following scale:

- 0. Not Acceptable
 - 1. Minimally Acceptable
 - 2. Acceptable
 - 3. Slightly above acceptable
 - 4. Significantly above acceptable
 - 5. Superior
- e.g. 30% x 4 = 1.2 (total score)

Signature : _____

Date: _____

EVALUATION CRITERIA MATRIX**RFS No. 090207DW, Comprehensive Juvenile Sex Offenders Treatment Program Services***(Cumulative Scoring, First Round of Firm Selections)*

Item	Firms and Evaluation Criteria	Member A	Member B	Member C	Member D	Member E	Total Score	Average Score
Vendor 1								
2.1	Comprehensive Treatment Plan (35%)	1.050	1.400	1.050	1.750	1.400		
2.2	Proposed Cost and Fees (25%)	0.500	1.000	0.500	1.250	0.750		
2.3	Qualifications and Experience (15%)	0.450	0.450	0.300	0.600	0.300		
2.4	Accessibility of the program (15%)	0.450	0.300	0.300	0.750	0.300		
2.5	Services Available for bilingual and Special needs (10%)	0.400	0.200	0.200	0.500	0.200		
TOTALS		2.850	3.350	2.350	4.850	2.950	16.350	3.270
Vendor 2								
2.1	Comprehensive Treatment Plan (35%)	0.700	0.700	0.700	1.750	0.700		
2.2	Proposed Cost and Fees (25%)	0.500	0.500	0.500	1.000	0.500		
2.3	Qualifications and Experience (15%)	0.300	0.300	0.300	0.450	0.150		
2.4	Accessibility of the program (15%)	0.450	0.300	0.300	0.750	0.300		
2.5	Services Available for bilingual and Special needs (10%)	0.200	0.200	0.100	0.500	0.100		
TOTALS		2.150	2.000	1.900	4.450	1.750	12.250	2.450
Vendor 3								
2.1	Comprehensive Treatment Plan (35%)	0.700	0.700	0.700	1.750	1.050		
2.2	Proposed Cost and Fees (25%)	0.500	0.500	0.500	1.000	0.250		
2.3	Qualifications and Experience (15%)	0.600	0.600	0.600	0.600	0.600		
2.4	Accessibility of the program (15%)	0.150	0.300	0.300	0.750	0.300		
2.5	Services Available for bilingual and Special needs (10%)	0.300	0.200	0.200	0.500	0.200		
TOTALS		2.250	2.300	2.300	4.600	2.400	13.850	2.770
Vendor 4								
2.1	Comprehensive Treatment Plan (35%)	#VALUE!	0.000	0.000	0.000	0.000		
2.2	Proposed Cost and Fees (25%)	#VALUE!	0.000	0.000	0.000	0.000		
2.3	Qualifications and Experience (15%)	#VALUE!	0.000	0.000	0.000	0.000		
2.4	Accessibility of the program (15%)	#VALUE!	0.000	0.000	0.000	0.000		
2.5	Services Available for bilingual and Special needs (10%)	#VALUE!	0.000	0.000	0.000	0.000		
TOTALS		#VALUE!	0.000	0.000	0.000	0.000	#VALUE!	#VALUE!

RFS No. 090207DW, Comprehensive Juvenile Sex Offenders Treatment Program Services

Description	Vendor No.1	Vendor No.2	Vendor No.3	Vendor No.4
Qualifications				
Education	X	X	X	
Experience	X	X	X	
Firm is Certified HUB (Y) or (N)	IN PROCE SS			

Forms

Ethics Affidavit (Attachment 1)	X	X	X	
Disclosure (Exhibit B)	X	X	X	
HUB form (Attachment 2)	X		X	
Conflict of Interest Questionnaire (Attachment 3)				
Title Page	X	X	X	X
Transmittal Letter	X	X	X	X
Detailed Proposal	X	X	X	X
References	X	X	X	X
Description	X	X	X	X

Evaluation Factors

2.1 Work Plan (30%)	5	4	5	
2.2 Qualifications, Experience & Knowlegde of KEY individuals (30%)	5	4	5	
2.3 Proposed Cost & Fees (20%)	5	5	5	
2.4 Availability to provide services upon order of court or referral by DRO (20%)	5	5	5	

Price Comparison
RFS No. 090207DW Sex Offender

	Description	S.Cortez	M. Engel	N. Carrasco
1	Group Counseling (p/person p/hour)	n/a	\$20	\$40 max 7 clients
2	Group Counseling (p/person p/1.25hour)	\$35	n/a	n/a
3	Group Counseling (p/person p/1.5hour)	n/a	n/a	\$40 max 9 clients
4	Individual Counseling (p/person p/hour)	\$60.00	\$75 up to 16 sessions \$90 up to 8 sessions	\$100=50 minute session \$50=25 minute session
5	Family Counseling (p/person p/hour)	\$60.00	\$75 up to 16 sessions \$90 up to 8 sessions	\$100=50 minute session \$50=25 minute session
6	Family Support Group (p/person p/hour)	n/a	\$20.00	n/a
7	Chaperone Training (p/person p/ hours 2 hour block)	n/a	\$60.00	n/a
8	Parent group (p/person p/hour)	\$35.00	n/a	\$40 (\$400 cap per session)
9	Workbooks (1 book)	\$35.00	n/a	n/a
10	Court Testimony (per hour)	\$70.00	\$60.00	\$125.00
11	Assessment	\$300 unlimited hours	\$120 for 2 hour session	\$100 per hour
12	Deaf Interpreter (1 hour)	\$50.00	n/a	n/a
13	Deaf Counseling Services	n/a	\$90 -- does not cover cost of interpretation svcs paid to service provider	n/a
14	Other language Interpreter (1 hour)	\$50.00	n/a	n/a
15	Polygraph Services	\$150.00	n/a	n/a
16	Document Preparation (Reports) (p/hour)	n/a	\$40.00	n/a
17	Consultation with Individual JPO (1 hour)	n/a	n/a	\$100.00

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR:

Nicolas Corrasco

TYPE OF GOODS/SERVICE:

Treatment Services

FUNDS VERIFIED:

1) Requisition number _____ processed through the
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ _____

**FUNDS NOT VERIFIED;
CONTRACT NOT BINDING:**

____ Contract did not specify a total contract amount.

☒ Goods/services to be provided on an "as needed basis" to be
invoiced in accordance with contracted unit price. Total amount
contracted not specified in contract.

CONTRACT #:

PS090307DW

LINE ITEM VERIFIED:

001-4530-593-4019

☒ YES

☐ NO

Reviewed by:

Approved by:

Date:

Date:

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PURCHASING
OFFICE

APR - 5 AM 10:53

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TRAVIS COUNTY

PROFESSIONAL SERVICES CONTRACT

BETWEEN

TRAVIS COUNTY

AND

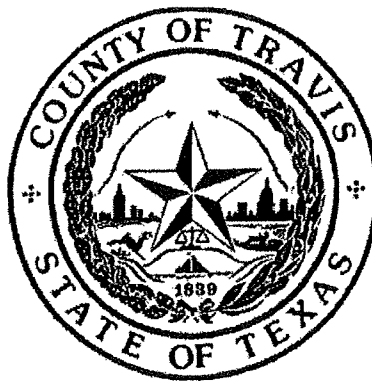
NICOLAS CORRASCO, PHD

FOR

**COMPREHENSIVE JUVENILE SEX OFFENDER TREATMENT
PROGRAM SERVICES**

CONTRACT NO. PS090307DW

RECEIVED
TRAVIS COUNTY
2009 MAR 12 01 00 PM
PURCHASING
OFFICE



Travis County Purchasing Office

TABLE OF CONTENTS

1.0	Definitions.....	3
2.0	Term	4
3.0	Contractor's Responsibilities	4
4.0	Compensation, Billing and Payment.....	6
5.0	Records, Confidentiality and Access.....	8
6.0	Amendments/Modifications	9
7.0	Other Provisions.....	9
	Approvals	14

Attachments

Attachment A – Scope of Services & Performance Measures.....	15
Attachment B – Fee Schedule.....	17
Attachment C – Insurance Requirements.....	18
Attachment D – Ethics Affidavit including:	21
Exhibit 1 - List of Key Contracting Persons.....	22
Exhibit 2 – Disclosure.....	24
Attachment E – Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts.....	25

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
 FOR COMPREHENSIVE JUVENILE SEX OFFENDER TREATMENT PROGRAM SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Nicolas Carrasco, Ph.D the "CONTRACTOR".

WHEREAS, COUNTY desires to obtain the services of a qualified psychologist to conduct Comprehensive Juvenile Sex Offender Treatment Program Services in compliance with the policies, rules and guidelines of the State of Texas Council on Sex Offender Treatment, Section 14.0005. A, Title 3, Occupations Code, Chapter 462, for juveniles under the supervision of the Juvenile Probation Department and

WHEREAS, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, certifications and licenses to provide these services,

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Susan Spataro or her successor.
- 1.4 "Parties" mean Travis County and Nicolas Carrasco, Ph.D.
- 1.5 "Is doing business" and "has done business" mean:
 - 1.5.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal equitable; or
 - 1.5.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;
 - 1.5.3 **but does not include**
 - 1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
 - 1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to

PS090307DW

similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.
- 1.7 "Director" means the Chief Juvenile Probation Officer of Travis County represented herein as administering this Agreement or his/her designated representative.
- 1.8 "Client" means a juvenile under the supervision of the Juvenile Probation Department who is referred to CONTRACTOR for services under this contract.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2010, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and their best professional judgment.

3.3 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to Comprehensive Juvenile Sex Offender Treatment Program Services being provided hereunder including a license from the Texas Council on Sex Offender Treatment and a license from the Texas State Board of Examiners of Psychologists. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.4 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.5 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.6 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.7 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.8 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.9 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.10 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.11 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.12 CONTRACTOR warrants that CONTRACTOR is a duly qualified, capable business entity, that CONTRACTOR is not in receivership and does not contemplate going into receivership, and has not filed for Bankruptcy protection and does not contemplate it.

3.13 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of clients served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in

Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns, volunteers, subcontractors, agents, and consultants are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.14 Duty to Disclose Information. CONTRACTOR has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail all of the following information to Director:

3.14.1 Any and all licensure complaints and any corrective action required by any of CONTRACTOR'S licensing authorities or funding entities.

3.14.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR.

3.14.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR was the alleged or designated perpetrator.

3.14.4 Any pending or initiated criminal or governmental investigation related to the CONTRACTOR.

3.15 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00.

Form is provided as Attachment E

3.16 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent psychologist in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.17 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.18 CONTRACTOR is hereby notified that state funds may be used to pay for services rendered to Travis County Juvenile Probation. For this reason, CONTRACTOR shall account separately for the receipt and expenditure of all funds received as payment under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJPC.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: NA - As Needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code..

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.4.1 the contract Reference Number;
- 4.4.2 an invoice number and the month and year of service
- 4.4.3 the names of each client served
- 4.4.4 the dates (in chronological order) upon which services were provided for each client;
- 4.4.5, the type of service provided according to the schedule in Attachment B corresponding to each date;
- 4.4.6 the rate applicable for each type of service provided according to the schedule in Attachment B;
- 4.4.7 the total amount being requested per client
- 4.4.8 the total amount being requested for the invoicing period

Original invoices shall be sent to: Financial Services - 2515 South Congress Av. - Austin, Texas 78704.

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in

compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt:

4.8.1 In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

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

4.8.1.2 the debt is paid.

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

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

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

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Record Confidentiality

5.1.1 CONTRACTOR shall establish a method to ensure the confidentiality of records and other information relating to the client in accordance with applicable federal and state law, rules and regulations, and applicable professional ethical standards. This provision shall not limit COUNTY's right of access to the client's case records or other information relating to clients served under this Contract.

5.1.2 CONTRACTOR agrees to inform clients served under this Agreement that he or she may not have a privilege of confidentiality that protects him or her from the CONTRACTOR producing client records requested by the DIRECTOR or by the Court.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY or the State of Texas, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 Monitoring. CONTRACTOR shall permit COUNTY to examine and evaluate its services provided under the terms of this Agreement, to review records of any Client referred by COUNTY, and to review of financial records and source documents. This periodic programmatic and financial monitoring of CONTRACTOR's compliance with the terms of this contract and of the adequacy and timeliness of CONTRACTOR's performance under this contract may include an examination of records, including accounting records, unscheduled site visitations, observation of programs in operation, interviews, and administration of questionnaires to the staff of the CONTRACTOR and the client. CONTRACTOR agrees to cooperate fully with COUNTY's monitoring activities.

5.2 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consistent with Chapter 611 of the Texas Health and Safety Code, COUNTY may interview and examine the records of any counselor working with children placed by COUNTY with CONTRACTOR, and consulting with or working for CONTRACTOR. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.3 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the DIRECTOR with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

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

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any,

where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Sanctions. If CONTRACTOR fails to comply with the terms and conditions of this Contract, COUNTY may, at its discretion, take any one or more of the following actions:

7.5.1 cease referral of children or discontinue services for children previously referred by COUNTY;

7.5.2 require CONTRACTOR to take specific corrective actions in order to comply with terms and conditions of the Contract;

7.5.3 suspend the contract in whole or in part until such time as CONTRACTOR is in compliance with all of the terms and conditions of the Contract;

7.5.4 terminate the contract;

7.5.5 exercise any other rights or remedies which may be available to COUNTY, at law or in equity.

7.6 Non-Waiver of Default

7.6.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.6.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.7 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.8 Entire Agreement

7.8.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.8.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.8.2.1 Attachment A – Scope of Services & Performance Measures
- 7.8.2.2 Attachment B – Fee Schedule
- 7.8.2.3 Attachment C – Insurance Requirements
- 7.8.2.4 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
Exhibit 2 – Disclosure
- 7.8.2.5 Attachment E – Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion for Covered Contracts

7.9 Notices:

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

7.9.2 County Address. The address of County for all purposes under this Agreement shall be:

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

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

Estela Medina (or her successor)
Chief Juvenile Probation Officer
Travis County Juvenile Probation Department
P.O. Box 1748
Austin, Texas 78767

7.9.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Nicolas Carrasco, Ph.D.
P.O. Box 162403
Austin, Texas 78716

7.10 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.11 The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.12 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.13 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Director, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.14 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.15 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.16 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.16.1 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.

7.16.2 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.

7.16.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.17 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.18 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.19 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.

7.20 Interpretational Guidelines

7.20.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.20.2 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.

7.20.3 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.

7.21 Conflict of Interest Questionnaire:

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

7.22 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Nicolas Carrasco, Ph.D

Travis County

Nicolas Carrasco, Ph.D
By: Nicolas Carrasco, Ph.D
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 3-8-10

Date: _____

Approved as to Legal Form By:

Jim Connolly
Assistant County Attorney

Funds Verified By:

County Auditor

Approved by Purchasing:

Cyd Y. Grimes 4/5/10
Cyd Grimes, C.P.M., Purchasing Agent

PS090307DW

ATTACHMENT A
SCOPE OF SERVICES

PART II

SCOPE OF SERVICES

PART II, SECTION A – PROGRAM SUMMARY AND GOALS

1.0 Proposal Scope of Services Requirements: The Comprehensive Treatment Program Services for Juvenile Sex-Offenders will be provided/but not limited to the following services:

- 1.0.1 Individual Counseling Sessions,
- 1.0.2 Family Counseling Session,
- 1.0.3 Juvenile Counseling Group Sessions,
- 1.0.4 Family Counseling Group Sessions,
- 1.0.5 Regular Parent support and parent education groups,
- 1.0.6 Consultation related to or on behalf of Travis County;
- 1.0.7 Court Testimony at the request of Travis County, regarding a client's progress in treatment and/or evaluation results;
- 1.0.8 Reporting process and an ongoing progress review status, meetings with family, client and will demonstrate the ability to work directly with the probation officers (JPOs);
- 1.0.9 Program will address behavioral/cognitive, bio-medical, family systems, psycho/socio/Educational, psychoanalytic, psychotherapeutic, and relapse prevention planning;
- 1.0.10 Training for designated TCJPD officers on sex offender issues;
- 1.0.11 Comprehensive program detail description will comply with the State of Texas Council on Sex Offender Treatment, policies, rules and guidelines as stated in Section 14.0005. A, Title 3, Occupations Code;
- 1.0.12 Assessments and Evaluations,
- 1.0.13 All sex offender treatment services must be provided in accordance with the State of Texas Standards of Practice for appropriate assessment and treatment procedures and policies in the treatment of juveniles with sexual behavior problems described in Title 22 Texas Administrative Code Chapter 810 Subchapter C.;
- 1.0.14 Detail Discharge reporting with recommendation for maintaining progress reached while in the program, and
- 1.0.15 Responsibility for reporting, documenting clients dropping out of the program and any emergencies within 24 hours of occurrence.

A description of the Scope of Services is detailed in Section 2.3.3. Page 44. The following should be noted, however.

Offeror's assessment and treatment services are in compliance with CSOT guidelines, although on a different timeline.

Modifications to the timeline are based on three primary factors:

- 1. Offeror's experience with Travis County juvenile sex-offenders, over the course of the last eight years.***
- 2. Said experience has led to the development of a COMPREHENSIVE TREATMENT PROGRAM specifically designed for those juveniles. The basis of this program is what is termed MANUALIZED TREATMENT; this term refers to the use of a treatment manual as the basis for a treatment program. Offeror has, in fact, developed three treatment manuals to use in provision of services to Travis County juvenile sex-offenders and their families. These are FAMILY ORIENTATION HANDBOOK, BEACON***

TREATMENT MANUAL, and BEACON PARENT'S HANDBOOK (which parallels the treatment youth's treatment manual).

3. Offeror's proven track record in working with Travis County juvenile sex-offenders and their families is exemplary. Since Offeror has implemented the use of the FAMILY ORIENTATION HANDBOOK and BEACON TREATMENT MANUAL, about four years ago, successful completion of the program has been above 90% and there has been no recidivism, to date.

2.0 Detail Comprehensive Treatment Program Proposal Objectives:

- 2.0.1 Offeror and associates are committed to the State Goal of "No More Victims", both in theory and in practice. The entire treatment program is designed with Community Safety as the primary objective.
- 2.0.2 Offeror is dedicated to educating, training, and disseminating information to the national and international community regarding the assessment, treatment and management of sex-offenders, as is evidenced in his resume.
- 2.0.3 Offeror is dedicated promoting a network of professionalism in the field of sex offender treatment and to ensure continued competence of professionals; as indicated above, Offeror frequently presents on the topic, and Offeror has provided supervision of numerous LSOTPs.
- 2.0.4 Enhancing public safety is at the core of Offeror's Comprehensive Treatment Program for sex-offenders.
- 2.0.5 Offeror consults periodically with Travis County and State of Texas personnel regarding the quality and appropriateness of sex-offender treatment programs offered by these agencies.
- 2.0.6 Offeror has conducted cross-cultural research on sex-offenders and their families, and is in the process of conducting research on program effectiveness and the cross-cultural equivalence of a risk assessment

3.0 Assessments and Evaluations: The assessment will focus on the strengths, risks, and needs of the client, and identifying factors from social and sexual history which may contribute to sexual defiance. Assessments shall provide:

- 3.0.1 The basis for the development of a comprehensive treatment program;

- 3.0.2 Recommendations regarding the intensity of intervention, specific treatment protocol needed to amenability to treatment,
- 3.0.3 Identify risk the juvenile with sexual behavior problems presents to the community.
- 3.0.4 Be provided to Travis County within 7 working days of evaluation appointment date.
- 3.0.5 All sex offender treatment services must be provided in accordance with the State of Texas Standards of Practice for appropriate assessment and treatment procedures and policies in the treatment of juveniles with sexual behavior problems described in Title 22 Texas Administrative Code Chapter 810 Subchapter C.

Please note that this section is unclear and contradictory, and therefore, Offeror is unable to provide a concrete response to Request For Services under this section. For example, please note a Comprehensive Evaluation, as requested here cannot be validly conducted in seven (7) days. Council guidelines suggest 60 days for such a process. Second, please note that research and literature on juvenile risk assessment, indicates that we do not currently have a valid means of measuring juvenile risk assessment or even a common definition of what it means; thus, it is important to define exactly what TCJPD expects in an "assessment" before Offeror can provide an estimate of cost. Also, please note that the Offeror's current contract with Travis County allows for an "Amenability Assessment". That is a brief 3-hour assessment to determine whether the juvenile can benefit from the outpatient program that is offered. About 95% of juveniles referred qualified for and are started in the treatment program. The BEACON TREATMENT MANUAL is primarily a "Skills Development" program; thus, all youth will benefit from doing the work. The work is divided into four phase of treatment. At the end of Phase One, which takes an average of four to six months, the youth is expected to submit to a polygraph examination. Based on the results of the polygraph examination, we will then individualize the remainder of the treatment. This process is obviously longer than the 60 days recommended by CSOT, but we have found that it takes that long for juveniles to become comfortable with talking about what they have done, and we get a more accurate appraisal of their risk level to the community and of their treatment needs, and in the meantime, they are developing skills, which they can use in all areas of their life and for the rest of their lives. Offeror, however, is willing to meet and discuss exactly what Travis County is seeking, and to work cooperatively to achieve their goals and objectives regarding the issue.

4.0 Personnel Qualifications:

- 4.0.1 CONTRACTOR shall possess and maintain licensure as a Licensed Sex Offender Treatment Provider (LSOTP) with specialized competency in treating juveniles with sexual behavior problems as documented by the Texas Council on Sex Offender Treatment.

Offeror is credentialed by the CSOT as a Licensed Sex-Offender Treatment Provider with specialization in treatment of juveniles with sexual behavior problems. Offeror fully intends to continue meeting annual requirement to maintain said licensure.

- 4.0.2 CONTRACTOR will be required to testify in court as an expert witness.

Offeror is experience in provide court testimony and will provide expert testimony, as necessary, under the terms of this contract.

- 4.0.3 CONTRACTOR may be required to provide bilingual services.

Offeror is fully bilingual and has many years of experience providing services in Spanish.

- 4.0.4 CONTRACTOR may be required to provide deaf interpretation services.

Offeror is not fluent is not fluent in American Sign Language, but he has experience working with deaf clients through interpreters provided by Travis County Deaf Services.

5.0 Reports

CONTRACTOR shall prepare and maintain accurate and complete records for the treatment provided per client, per hour for collection and correlation of collateral data including interviews and/or reports from parents, probation officer, schools personnel, police, social service agencies/personnel and others providing pertinent information and thereby providing a written interpretive report to Travis County. All complete records and reports will be submitted to the designee no later than 7 days of the previous month services were provided. Records should include the name of the juvenile, name of therapist, date, time, length of activity, location, description and results of the activity, and goals.

- 5.0.1 Status Reports Reports may include a case review, assessment summary, treatment plan, type of update (30 day, 60 day, 90, day, monthly), and discharge summary.
- 5.0.2 Weekly Reports Reports will include treatment goals, name of juvenile, name of therapist, date, service menu codes, time, and service summary to include the service activity, type of contact, persons present, and results of the activity.
- 5.0.3 Monthly Reports -Reports will include number of juveniles served, summary and description of services (time, type of contact, persons involved, results, total number of menu services provided, and goals.

Offeror's current contract includes Monthly Progress reports, which are submitted to Probation Officers by the second Wednesday of the month, a Discharge Summary at the end of treatment, and reports for the Courts when requested by a JPO. Thus Offeror is confused by the large number of "reports" mentioned here and could not discern exactly what this service entails. Therefore Offeror is unable to make an offer to provide said services, but Offeror is willing to discuss with TCJPD their need and negotiate a price to provide the service.

6.0 Service Location: Services shall be provided in a location accessible to clients residing in Travis County. Service location shall be accessible by public transportation and preferably in locations on established bus routes.

Services will be provided at Offeror's physical location.
314 E. Highland Mall Blvd
Suite 508
Austin, TX 78752

Offeror's physical address is located about 50 yards from a major bus interchange, where about 12 different bus routes converge.

7.0 Hours of Service: CONTRACTOR shall be available to provide services during non-traditional hours, on special circumstances, as determined by the Travis County Authorized Staff these special circumstances will also include national as well as Travis County Holidays.

Offeror and his associates normally provide services Monday through Saturday, and occasionally on Sunday. Hours of service are typically from 9:00 a.m. to 9:00 p.m., with most services

for juveniles being provided from Monday through Friday, from 5:00 p.m. to 9:00 p.m. and on Saturdays 9:00 a.m. to 6:00 p.m.

PART II, SECTION B - TARGET POPULATION AND REFERRAL PROCESS

Offeror acknowledges having read and being in agreement with this section of the RFS, regarding the population to be referred and the process by which referral will occur.

PART II, SECTION C - PROGRAM PERFORMANCE MEASURES

Offeror is fully willing to comply and cooperate with the terms of this section. Offeror, however, prays that before such measures are put into practice, Travis County will clarify, delineate and define for the Offeror exactly what is meant by "general psychological evaluation" and "reports", and that Travis County is willing to negotiate a fair fee for services rendered.

PART II, SECTION D - PROPOSAL COST SCHEDULE FORMAT

Offeror proposes the following cost schedule, which is open to negotiation.

Item Description	Unit	Cost per Unit	Notes
Individual or Family Counseling*	50 minute session	100.00	See below
Group Counseling**	1 person	40.00	maximum 9 clients
Parent Group	1 person	40.00	Maximum charge is \$400.00 per group
Assessments	1 hour	100.00	See below
Consultation with individual JPO	1 hour	100.00	See below
Court Hearings and Testimony	1 hour	125.00	

*The cost for the individual sessions includes time for writing monthly report and to attend the monthly staffings, which take about three hours. The amount of time that these services take has increased significantly since we first contracted with Travis County. We estimate that writing monthly reports and attending the monthly staffings takes a total of about 22 staff hours. We are open to the option of continuing to charge \$90.00 for individual counseling and charging separately for the written reports and staffings. Similarly, as our contract has grown from

about 16 juveniles to about 40 juveniles, the amount of time spent in consultation with JPOs has increased significantly; thus, we are adding a line item for that service.

**The fee is per client in attendance; we do not charge for No-Shows to group or individual sessions.

***In Offeror's experience there is a significant amount of diversity in the treatment needs of the juveniles in treatment. Some work best in individual sessions; some require one individual session per month, and some require four individual sessions per month plus weekly group. Nonetheless, Offeror is willing to consider bundling services for \$400.00 per client per month. **This will include Individual and/or Family Counseling, Group Counseling, Parent's Group, and Consultation with JPOs. Offeror is unsure as to the scope of the Assessment under the new contract; thus, it is not included in the bundling of services. Once the scope of the Assessment is delineated, it can also be negotiated into the bundle, along with Court Testimony. If Offeror is awarded the entire contract, the monthly fee may be negotiated down.**

ATTACHMENT B
FEE SCHEDULE

SERVICE	FEE	DESCRIPTION
Individual or Family Counseling*	100.00	50 minute session
	50.00	25 minute session
Group Counseling** (1.5 hours)	40.00	Per client; maximum 9 clients
Group Counseling (1.0 hours)	40.00	Per client Maximum 7 clients
Parent Group	40.00	Cap at \$400.00 per group
Assessments	100.00	Per hour
Consultation with individual JPO	100.00	Per hour
Court Hearings and Testimony	125.00	Per hour

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

- \$ 1,000,000 per occurrence with a
- \$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance[†]

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

[†] **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claim made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 3-8-2010
Name of Affiant: Nicolas Carrasco, PhD
Title of Affiant: Psychologist, LSOTP
Business Name of Proponent: Nicolas Carrasco, PhD
County of Proponent: Travis

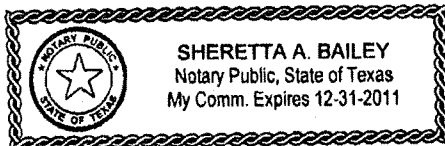
Affiant on oath swears that the following statements are true:

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

Nicolas Carrasco, PhD
Signature of Affiant
314 E. Highland Mall Blvd, #508
Address Austin, TX 78752

SUBSCRIBED AND SWORN TO before me by Nicolas Carrasco on March 10, 2010.

Sheretta A. Bailey



Notary Public, State of Texas

Typed or printed name of notary
My commission expires: 12/31/2011

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
January 25, 2010

CURRENT

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

PS090307DW

Purchasing Agent Assistant IV.....	Lee Perry
Purchasing Agent Assistant IV.....	Jason Walker
Purchasing Agent Assistant IV.....	Richard Villareal
Purchasing Agent Assistant IV.....	Oralia Jones, CPPB
Purchasing Agent Assistant IV.....	Lori Clyde, CPPB
Purchasing Agent Assistant IV.....	Scott Wilson
Purchasing Agent Assistant IV.....	Jorge Talavera, CPPB
Purchasing Agent Assistant IV.....	George R. Monnat, C.P.M., A.P.P.*
Purchasing Agent Assistant III.....	Vania Ramaekers, CPPB, CPPO
Purchasing Agent Assistant III.....	David Walch*
Purchasing Agent Assistant III.....	Michael Long, CPPB
Purchasing Agent Assistant III.....	Vacant
Purchasing Agent Assistant III.....	Rosalinda Garcia
Purchasing Agent Assistant III.....	Loren Breland
Purchasing Agent Assistant II.....	Donald E. Rollack
Purchasing Agent Assistant II.....	Nancy Barchus, CPPB
HUB Coordinator.....	Sylvia Lopez
HUB Specialist.....	Betty Chapa
HUB Specialist.....	Jerome Guerrero
Purchasing Business Analyst.....	Scott Worthington

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Attorney, Transactions Division.....	Stacy Wilson.....	07/06/10
Executive Manager, Administrative	Alicia Perez	09/01/10
Purchasing Agent Assistant III.....	Rebecca Gardner	12/28/10
Executive Assistant	Kelly Darby.....	01/15/11

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

DEPARTMENT EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
Chief Juvenile Probation Officer.....	Estela P. Medina	
Deputy Chief Juvenile Probation	Britt L. Canary	
Deputy Chief Juvenile Probation	Barbara Swift	
JP – Division Director.....	Emmitt W. Hayes, Jr.	
JP – Division Manager.....	Susan K. Humphrey	
JP – Financial Manager.....	Sylvia Mendoza	
JP – Financial Analyst Senior	Michael Williams	
JP – Accountant Lead.....	Gwen Carroll	

EXHIBIT 2
DISCLOSURE

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following key contracting persons and warrants that these are the only such key contracting persons:

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

ATTACHMENT E**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ____ YES ____ NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

☐ The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

☐ The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

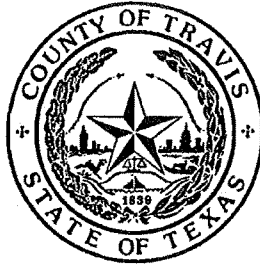
Vendor I.D. or Social Security No.

Signature of Authorized Representative Date

Printed/Typed Name & Title of Authorized Representative

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR:

Sarah Cortez

TYPE OF GOODS/SERVICE:

Treatment Services

FUNDS VERIFIED:

1) Requisition number _____ processed through the
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ _____

**FUNDS NOT VERIFIED;
CONTRACT NOT BINDING:**

___ Contract did not specify a total contract amount.

X Goods/services to be provided on an "as needed basis" to be
invoiced in accordance with contracted unit price. Total amount
contracted not specified in contract.

CONTRACT #: PS100051DW
LINE ITEM VERIFIED: 001-4530-593-4099

☒ YES

☐ NO

Reviewed by: _____

Date: 4/2/10

Approved by: _____

Date: 4/2/10

RECEIVED
TRAVIS COUNTY
APR - 5 AM 10:53
PURCHASING
OFFICE

PROFESSIONAL SERVICES CONTRACT

BETWEEN

TRAVIS COUNTY

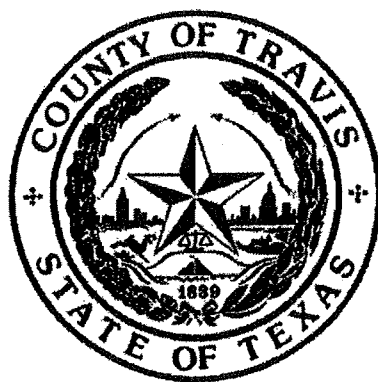
AND

SARAH CORTEZ, MS, LPC, LSOTP, CFC

FOR

**COMPREHENSIVE JUVENILE SEX OFFENDER TREATMENT
PROGRAM SERVICES**

CONTRACT NO. PS100051DW



RECEIVED
2010 APR -2 AM 10:16
TRAVIS COUNTY
AUDITORS OFFICE

Travis County Purchasing Office

TABLE OF CONTENTS

1.0	Definitions.....	3
2.0	Term	4
3.0	Contractor's Responsibilities	4
4.0	Compensation, Billing and Payment.....	6
5.0	Records, Confidentiality and Access.....	8
6.0	Amendments/Modifications	9
7.0	Other Provisions.....	9
	Approvals	14

Attachments

Attachment A – Scope of Services & Performance Measures.....	15
Attachment B – Fee Schedule.....	17
Attachment C – Insurance Requirements.....	18
Attachment D – Ethics Affidavit including:	21
Exhibit 1 - List of Key Contracting Persons.....	22
Exhibit 2 – Disclosure.....	24
Attachment E – Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts.....	25

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
 FOR COMPREHENSIVE JUVENILE SEX OFFENDER TREATMENT PROGRAM SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Sarah Cortez, MS, LPC, LSOTP, CFC (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of a qualified counselor to conduct Comprehensive Juvenile Sex Offender Treatment Program Services in compliance with the policies, rules and guidelines of the State of Texas Council on Sex Offender Treatment, Section 14.0005. A, Title 3, Occupations Code, Chapter 462, for juveniles under the supervision of the Juvenile Probation Department and

WHEREAS, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, certifications and licenses to provide these services,

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Susan Spataro or her successor.
- 1.4 "Parties" mean Travis County and Sarah Cortez, MS, LPC, LSOTP, CFC.
- 1.5 "Is doing business" and "has done business" mean:
 - 1.5.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal equitable; or
 - 1.5.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;
 - 1.5.3 **but does not include**
 - 1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
 - 1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to

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similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.
- 1.7 "Director" means the Chief Juvenile Probation Officer of Travis County represented herein as administering this Agreement or his/her designated representative.
- 1.8 "Client" means a juvenile under the supervision of the Juvenile Probation Department who is referred to CONTRACTOR for services under this contract.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2010, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to Comprehensive Juvenile Sex Offender Treatment Program Services being provided hereunder. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.4 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.5 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.6 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.7 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.8 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.9 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.10 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.11 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.12 CONTRACTOR warrants that CONTRACTOR is a duly qualified, capable business entity, that CONTRACTOR is not in receivership and does not contemplate going into receivership, and has not filed for Bankruptcy protection and does not contemplate it.

3.13 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of clients served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns, volunteers, subcontractors, agents, and consultants are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

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3.14 Duty to Disclose Information. CONTRACTOR has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail all of the following information to Director:

3.14.1 Any and all licensure complaints and any corrective action required by any of CONTRACTOR'S licensing authorities or funding entities.

3.14.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR.

3.14.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR was the alleged or designated perpetrator.

3.15 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00.

Form is provided as Attachment E

3.16 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent licensed counselor in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.17 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.18 CONTRACTOR is hereby notified that state funds may be used to pay for services rendered to Travis County Juvenile Probation. For this reason, CONTRACTOR shall account separately for the receipt and expenditure of all funds received as payment under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJPC.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the

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terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: NA - As Needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.4.1 the contract Reference Number;
- 4.4.2 an invoice number and the month and year of service
- 4.4.3 the names of each client served
- 4.4.4 the dates (in chronological order) upon which services were provided for each client;
- 4.4.5, the type of service provided according to the schedule in Attachment B corresponding to each date;
- 4.4.6 the rate applicable for each type of service provided according to the schedule in Attachment B;
- 4.4.7 the total amount being requested per client
- 4.4.8 the total amount being requested for the invoicing period

Original invoices shall be sent to: Financial Services - 2515 South Congress Av. - Austin, Texas 78704.

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

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

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the

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CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt:

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

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

4.8.1.2 the debt is paid.

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

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

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

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Record Confidentiality

5.1.1 CONTRACTOR shall establish a method to ensure the confidentiality of records and other information relating to the client in accordance with applicable federal and state law, rules and regulations, and applicable professional ethical standards. This provision shall not limit COUNTY's right of access to the client's case records or other information relating to clients served under this Contract.

5.1.2 **CONTRACTOR** agrees to inform clients served under this Agreement that he or she may not have a privilege of confidentiality that protects him or her from the **CONTRACTOR** producing client records requested by the **DIRECTOR** or by the Court.

5.2 **Records Maintenance.** **CONTRACTOR** shall create, maintain, and retain, and shall make reasonably available to **COUNTY** or the State of Texas, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. **CONTRACTOR** shall provide copies of such records to **COUNTY** upon written request to **CONTRACTOR** at a cost mutually agreed to by **COUNTY** and **CONTRACTOR**.

5.3 **Monitoring.** **CONTRACTOR** shall permit **COUNTY** to examine and evaluate its services provided under the terms of this Agreement, to review records of any Client referred by **COUNTY**, and to review of financial records and source documents. This periodic programmatic and financial monitoring of **CONTRACTOR**'s compliance with the terms of this contract and of the adequacy and timeliness of **CONTRACTOR**'s performance under this contract may include an examination of records, including accounting records, unscheduled site visitations, observation of programs in operation, interviews, and administration of questionnaires to the staff of the **CONTRACTOR** and the client. **CONTRACTOR** agrees to cooperate fully with **COUNTY**'s monitoring activities.

5.2 **Access to Records.** **COUNTY** or its duly authorized representatives shall have access to any and all records, information and documentation of **CONTRACTOR**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consistent with Chapter 611 of the Texas Health and Safety Code, **COUNTY** may interview and examine the records of any counselor working with children placed by **COUNTY** with **CONTRACTOR**, and consulting with or working for **CONTRACTOR**. **CONTRACTOR** shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to **COUNTY** or their authorized representatives.

5.3 **Right to Contractual Material.** All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by **CONTRACTOR** **will** become property of the **COUNTY**.

6.0 **AMENDMENTS / MODIFICATIONS**

6.1 **General.** Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY **CONTRACTOR** THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF **COUNTY** HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 **Requests for Changes.** **CONTRACTOR** shall submit all requests for changes to the terms of this Agreement or any attachment to it to the **DIRECTOR** with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

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

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Sanctions. If CONTRACTOR fails to comply with the terms and conditions of this Contract, COUNTY may, at its discretion, take any one or more of the following actions:

7.5.1 cease referral of children or discontinue services for children previously referred by COUNTY;

7.5.2 require CONTRACTOR to take specific corrective actions in order to comply with terms and conditions of the Contract;

7.5.3 suspend the contract in whole or in part until such time as CONTRACTOR is in compliance with all of the terms and conditions of the Contract;

7.5.4 terminate the contract;

7.5.5 exercise any other rights or remedies which may be available to COUNTY, at law or in equity.

7.6 Non-Waiver of Default

7.6.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.6.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.7 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.8 Entire Agreement

7.8.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.8.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

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- 7.8.2.1 Attachment A – Scope of Services & Performance Measures
- 7.8.2.2 Attachment B – Fee Schedule
- 7.8.2.3 Attachment C – Insurance Requirements
- 7.8.2.4 Attachment D – Ethics Affidavit including:
 - Exhibit 1 - List of Key Contracting Persons
 - Exhibit 2 – Disclosure
- 7.8.2.5 Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

7.9 Notices:

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

7.9.2 County Address. The address of County for all purposes under this Agreement shall be:

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

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

Estela Medina (or her successor)
Chief Juvenile Probation Officer
Travis County Juvenile Probation Department
P.O. Box 1748
Austin, Texas 78767

7.9.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Sarah Cortez, MS, LPC, LSOTP, CFC
4107 Medical Parkway, Suite 206
Austin, Texas 78756

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.11 The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.12 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.13 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Director, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.14 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.15 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.16 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as

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the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.16.1 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.

7.16.2 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.

7.16.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.17 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.18 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.19 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.

7.20 Interpretational Guidelines

7.20.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.20.2 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.

7.20.3 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.

7.21 Conflict of Interest Questionnaire:

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

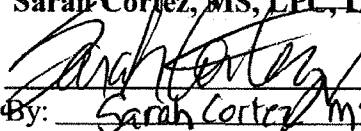
7.22 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Sarah Cortez, MS, LPC, LSOTP, CFC

Travis County

By:  By: Samuel T. Biscoe
Name and Title (Printed) Travis County Judge

Date: 3-1-10

Date: _____


Approved as to Legal Form By:


Assistant County Attorney

Funds Verified By:

County Auditor

Approved by Purchasing:

 4/5/10
Cyd Grimes, C.P.M., Purchasing Agent

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ATTACHMENT A
SCOPE OF SERVICES

(Will include the description of services from the application packet.)

PART II: SCOPE OF SERVICES

PART II, SECTION A –PROGRAM SUMMARY AND GOALS

- 1.0 Proposal Scope of Services Requirements:** The Comprehensive Treatment Program Services for Juvenile Sex Offenders will provide/but not limited to the following services:
- 1.0.1 Individual Counseling Sessions – will be provided to the juvenile in accordance with the treatment plan at least once per month as stated in Part I, Section B, #2.3.3. Sessions are based on 50-minute face-to-face sessions with 10-minute session documentation.
 - 1.0.2 Family counseling sessions are provided to the juvenile and his family in accordance with the agreed upon treatment plan at least once per month as stated in Part I, Section B, #2.3.3, “Programs Outline.”
 - 1.0.3 Juvenile Group sessions are provided in accordance with the agreed upon treatment plan and organized by age, diagnosis, level of risk, gender, and intellectual levels as stated Part I, Section B, #2.3.3, “Programs Outline.”
 - 1.0.4 Family Counseling group sessions are provided in accordance with the agreed upon plan.
 - 1.0.5 Parent support/education groups are provided in accordance with the agreed upon treatment plan. These groups will be held once a month. At least one parent is required to attend the once-a-month parent group.
 - 1.0.6 Consultation related to or on behalf of Travis County - the treatment provider will be available to consult with the Department as needed.
 - 1.0.7 Court testimony – the treatment provider will be available to provide testimony regarding the juvenile’s progress and/or evaluation results.
 - 1.0.8 The treatment provider will provide ongoing reports to the Department including but not limited to:
 - * weekly written reports of weekly attendance, violations, and progress – sent by the end of working week,
 - * monthly reports summarizing the juvenile’s progress – sent no later than 7 days of the following month,
 - * monthly staff meetings with Probation Department discussing juvenile’s progress – will coordinate meeting times with Case Manager,
 - * 90-day review after juvenile’s treatment start date,
 - * 6-month reviews thereafter.
 - * return phone call and e-mails to the Probation Officer and Department within 24 hours of the next working day
 - * keep ongoing communication with the Probation Officers
 - * welcome visiting Probation Officers and Department Unit staff to the treatment setting.
 - 1.0.9 The program will address the listed treatment models as described in Part I, Section B, #2.3.3, “Treatment Program Models.”

- 1.0.10 The treatment provider will continue to provide training to the Department free-of-charge.
- 1.0.11 This Comprehensive treatment program complies with the State of Texas Council on Sex Offender Treatment policies, rules, and guidelines.
- 1.0.12 The treatment provider will perform assessments and evaluations for the Department as described in Part I, Section B, #2.3.3, "Assessment Phase."
- 1.0.13 All treatment services are in accordance with Title 22 Texas Administrative Code Chapter 810 Subchapter C.
- 1.0.14 The treatment provider will provide detail Discharge reports with recommendations for maintaining progress. The reports will be submitted to the Department within 24 hours of the juvenile's discharge from the program. The process is described in Part I, Section B, #2.3.3 "Programs Outline."
- 1.0.15 The treatment provider is responsible for reporting and documenting any juveniles absconding from the program. The treatment provider will report any emergencies within 24 hours of occurrence.

2.0 Detail Comprehensive Treatment Program Proposal Objectives:

- 2.0.1 This treatment provider's commitment of "No More Victims" is stated in the transmittal letter and in Part I, Section B, #2.3.3 "Treatment Program Models."
- 2.0.2 This treatment provider continues to provide training, education, and research information to the agencies dedicated to manage or treat sex offenders. This treatment provider offers training and workshops to schools, PTA organizations, Probation Departments, and Child-welfare organizations.
- 2.0.3 This treatment provider promotes a network of professionalism in the field and helps ensure competence by providing training, information, and staffing.
- 2.0.4 This treatment provider will provide consultation for Violent Predator treatment programs.
- 2.0.5 This treatment provider will continue to provide guidance and recommendations regarding department and stakeholder policies.
- 2.0.6 This treatment provider will continue to promote research in sex offender assessment, treatment, and recidivism in the form of clinical articles and professional workshops.

3.0 Assessment and Evaluations:

- 3.0.1 This treatment provider will perform assessments in order to develop a comprehensive treatment strategy as outlined in Part I, Section B, #2.3.3, "Assessment Phase."
- 3.0.2 This treatment provider will provide recommendations regarding the level of risk, intensity of treatment and supervision interventions, and specific treatment protocol and juvenile's amenability to treatment as outlined in Part I, Section B, #2.3.3, "Assessment Phase."

- 3.0.3 This treatment provider will identify the juvenile's risk level to the community as outlined in Part I, Section B, #2.3.3, "Assessment Phase."
- 3.0.4 All assessment reports will be provided to Travis County within 7 working days of the evaluation appointment date as outlined in Part I, Section B, #2.3.3, "Assessment Phase."
- 3.0.5 All sex offender treatment and assessment services will be provided in accordance with the State of Texas Standards of practice described in Title 22, Texas Administrative Code, Chapter 810, Subchapter C.

4.0 Personnel Qualifications:

- 4.0.1 This treatment provider will continue to possess and maintain licensure as a Licensed Sex Offender Treatment Provider with specialized competency in treating juveniles with sexual behavior programs as documented by the Texas Council on Sex Offender Treatment.
- 4.0.2 This treatment provider will testify in court as an expert witness as ordered or requested.
- 4.0.3 This treatment provider will provide bilingual services.
- 4.0.4 This treatment provider will provide deaf interpretation services.

5.0 Reports:

All required reports will be submitted by this treatment provider no later than 7 days of the previous month services were provided. Records will include all required data.

- 5.0.1 Status Reports – Reports will be provided as requested by the Department as described in Part I, Section B, #2.3.3 "Treatment Phase."
- 5.0.2 Weekly Reports – will be provided with all required information and as described in Part I, Section B, #2.3.3 "Treatment Phase."
- 5.0.3 Monthly Reports – Reports will be provide to include number of juvenile services, summary and description of services (time, type of contact, persons involved, results, total number of menu services provided, and goals met) and as described in Part I, Section B, #2.3.3 "Treatment Phase."

6.0 Service Location:

Services will be provided at: 4107 Medical Parkway, Suite 206, Austin, Texas 78756

Bus Route: #3 Burnet. Bus stop is front of office building parking lot.

Office is considered to be north-centrally located. Five minutes from the Capitol.

7.0 Hours of Service:

This agency will provide non-traditional hours including some state and national holidays. Evening and weekend hours will be provided.

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PART II, SECTION B – TARGET POPULATIONS AND REFERRAL PROCESS

This treatment provider understands that Travis County Juvenile Probation Department's target populations will be Juvenile Sex Offenders and will refer to providers under contract for sex offender treatment. The Department staff will identify the program under contract and associated services meeting the needs of the juvenile and submit the proper referral forms to the contractor to begin the assessment process.

PART II, SECTION C – PROGRAM PERFORMANCE MEASURES

Output measures:

This treatment provider understands that the contract output shall be measured by the Contractor's satisfactory delivery of the promised services in accordance with the terms and conditions of the Contract in accordance with Attachment A, Scope of Services.

Outcome measures: This treatment provider will ensure that all assessments will include a description of the family, social, academic, intellectual, substance use, behavior, and personality factors that contribute to a child's risk for future delinquent behavior as described in Part I, Section B, #2.3.3 "Assessment Phase."

This treatment provider will continue to assess the juvenile's progress and issues to determine if the juvenile is on track with his treatment goals. The initial assessment report will be provided no later than 7 days after the evaluation appointment date.

Performance measures: This treatment provider understands that all reporting documentation will be submitted on time and in accordance with the proposed contract. This treatment provider understands that this program service delivery will be measured by the Department. This treatment provider will keep and provide all necessary documentation needed by the Department. The therapist will keep running data of the treatment program statistics monthly as follows:

1. # of successful discharges.
2. # of unsuccessful discharges
3. # of juveniles in treatment violations
4. # of juveniles in compliance w/treatment
5. # of juveniles attended
6. # of juveniles w/unexcused absences
7. # of parents attending family or parent group sessions
8. # of parents missing family or parent group sessions

In addition the following data will be provided to the Department:

- * weekly written reports of weekly attendance, violations, and progress – sent by the end of working week,
- * monthly reports summarizing the juvenile's progress – sent no later than 7 days of the following month,
- * 90-day review reports after juvenile's treatment start date,

RFS #SO90307-DW

- * 6-month review reports thereafter.
- * Discharge reports submitted no later than 24 hours from discharge.

This treatment provider will be accessible to juveniles, family, and staff through the office, and day hours, and will provide regular and accurate weekly and monthly comprehensive reports.

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ATTACHMENT B
FEE SCHEDULE

Item #	Item	Unit	Cost per Unit	Notes
1	Group	1.25 hr	\$35.00	
2	Individual	1 hr	\$60.00	
3	Family	1 hr	\$60.00	
4	Parent group	1 hr	\$35.00	
5	Workbooks	1 book	\$20.00	Cost of workbooks are \$22.00
7	Court Testimony	1 hr	\$70.00	
8	Assessment	Unlimited hours	\$300.00	Each assessment requires a minimum of 5 hours of clinical work
9	Deaf Interpreter Services	1 hr	\$50	If needed.
10	Other language Interpreter *	1 hr	\$50	If needed. * Other than English or Spanish
11	Polygraph services	1 exam	\$150	Current price charged by dept approved polygrapher, Sabino Martinez, Veridicus, Inc.

The following services are provided free of charge:

- * Staff training
- * Consulting
- * Staff meetings

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ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

\$ 1,000,000 per occurrence with a
\$ 2,000,000 policy aggregate

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C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claim made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 3/5/10
Name of Affiant: Sarah Cortez
Title of Affiant: Psychotherapist
Business Name of Proponent: Cortez Psychotherapy Services
County of Proponent: TRAVIS

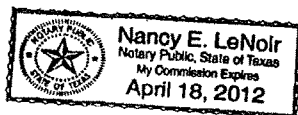
Affiant on oath swears that the following statements are true:

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

[Signature]
Signature of Affiant

4107 MEDICAL PKWY #200, AUSTIN TX 78756
Address

SUBSCRIBED AND SWORN TO before me by Sarah Cortez on MARCH 5, 2010



[Signature]
Notary Public, State of TEXAS

Nancy E. LeNoir
Typed or printed name of notary.

My commission expires: April 18, 2012

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EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
January 25, 2010

CURRENT

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

PS100051DW

Purchasing Agent Assistant IV.....	Lee Perry
Purchasing Agent Assistant IV.....	Jason Walker
Purchasing Agent Assistant IV.....	Richard Villareal
Purchasing Agent Assistant IV.....	Oralia Jones, CPPB
Purchasing Agent Assistant IV.....	Lori Clyde, CPPB
Purchasing Agent Assistant IV.....	Scott Wilson
Purchasing Agent Assistant IV.....	Jorge Talavera, CPPB
Purchasing Agent Assistant IV.....	George R. Monnat, C.P.M., A.P.P.*
Purchasing Agent Assistant III.....	Vania Ramaekers, CPPB, CPPO
Purchasing Agent Assistant III.....	David Walch*
Purchasing Agent Assistant III.....	Michael Long, CPPB
Purchasing Agent Assistant III.....	Vacant
Purchasing Agent Assistant III.....	Rosalinda Garcia
Purchasing Agent Assistant III.....	Loren Breland
Purchasing Agent Assistant II.....	Donald E. Rollack
Purchasing Agent Assistant II.....	Nancy Barchus, CPPB
HUB Coordinator.....	Sylvia Lopez
HUB Specialist.....	Betty Chapa
HUB Specialist.....	Jerome Guerrero
Purchasing Business Analyst.....	Scott Worthington

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Attorney, Transactions Division.....	Stacy Wilson.....	07/06/10
Executive Manager, Administrative	Alicia Perez	09/01/10
Purchasing Agent Assistant III.....	Rebecca Gardner	12/28/10
Executive Assistant	Kelly Darby	01/15/11

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

DEPARTMENT EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Chief Juvenile Probation Officer.....	Estela P. Medina	
Deputy Chief Juvenile Probation	Britt L. Canary	
Deputy Chief Juvenile Probation	Barbara Swift	
JP – Division Director.....	Emmitt W. Hayes, Jr.	
JP – Division Manager.....	Susan K. Humphrey	
JP – Financial Manager.....	Sylvia Mendoza	
JP – Financial Analyst Senior	Michael Williams	
JP – Accountant Lead.....	Gwen Carroll	

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EXHIBIT 2
DISCLOSURE

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following key contracting persons and warrants that these are the only such key contracting persons:

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

ATTACHMENT E**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ____YES ____NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

☐

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

☐

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative Date

Printed/Typed Name & Title of Authorized Representative

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Item #

19

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for **VOTING SESSION: April 13, 2010**

A. REQUEST MADE BY: Sheriff Greg Hamilton
(Elected/Appointed Official/Executive Mgr/County Attorney)

REQUESTED TEXT:

Vote and approve to allow two members of the TCSO Correctional Tactical (CTAC) Unit to use a county vehicle to transport tactical gear to Moundsville, WV to compete in the Mock Prison Riots.

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:

Lieutenant Shane Poole 854-5326 or Sergeant Alex Leo 854-5306

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.

COPY



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

April 1, 2010

To: Samuel Biscoe, County Judge
Ron Davis, Commissioner Precinct 1
Sarah Eckhardt, Commissioner Precinct 2
Karen Huber, Commissioner Precinct 3
Margaret Gomez, Commissioner Precinct 4

From: Greg Hamilton, Sheriff

A handwritten signature in black ink, appearing to be "GH", is written over the name "Greg Hamilton" in the "From:" line.

Subject: Request to take county owned vehicle out of state

Judge & Commissioners:

The Travis County Sheriff's Office Corrections Tactical (CTAC) team has registered eight officers and 2 sergeants to compete in and attend the OLETC 2010 Mock Prison Riot from April 30 through May 5, 2010. The training and competition will be held in Moundsville, West Virginia. This training/competition will allow the team to conduct tactical training scenarios under the most realistic conditions possible and measure their skills against teams from around the country and around the world.

In order to transport all gear necessary for the training and competition, it would cost an estimated \$1800 to check all bags onto their flights. Sergeant Alex Leo and Officer Troy Day have graciously offered to transport all equipment in a county owned vehicle pending your approval of them taking the vehicle over state lines.

Thank you in advance for your consideration in this matter. If you have any questions, please feel free to contact Sergeant Alex Leo at (512) 854-5306 or Lieutenant Shane Poole (512) 854-5326.



Safety, Integrity, Tradition of Service

Item #

20

Travis County Commissioners Court Agenda Request

Meeting Date: April 13, 2010

I. A. Requestor: Irma Guerrero, Pre-Trial Ph# 49381

B. Specific Agenda Language:

RECEIVE ANNUAL REPORT FOR FISCAL YEAR 2009 FROM TRAVIS COUNTY PRETRIAL SERVICES DEPARTMENT AS REQUIRED BY TEXAS CODE OF CRIMINAL PROCEDURE, ARTICLE 17.42, SECTION 6. (JUDGE BISCOE)

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.

Irma Guerrero, Dir. Pre-Trial Services Dept. # 49381	
---	--

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 APR - 11 12-09

**Travis County
Pretrial Services
SB 15 Annual Report
FY 2009**

As required by the Texas Code of Criminal Procedure, Article 17.42, Section 6, this Pretrial Office is required to submit an annual report to Commissioner's Court no later than April 1 of each year for the preceding year. The following information is reported for fiscal year 2009.

1.	Operating Budget		\$3,574,097
2.	Number of positions maintained for office staff.		57.18
3.	Number of accused persons, who after review by the office, were released by the Court on personal bond.	Supervised bonds Unsupervised bonds Total	7,068 15,149 22,217 **
4A.	Number of persons who were convicted of the same offense or of any felony within six years preceding the date on which charges were filed in the matter pending during the person's release.	Supervised bonds Unsupervised bonds Total	2,102 1,226 3,328
4B.	Number of persons who failed to attend a scheduled Court appearance.*	Supervised & Unsupervised (Felony & Misdemeanor B/F)	5,526 **
4C.	Number of persons for whom a warrant was issued for the person's arrest for failure to appear in accordance with the terms of the person's release.*	Supervised & Unsupervised (Felony & Misdemeanor B/F)	4,368 **
4D.	Number of persons who were arrested for any other offense while on personal bond.	Supervised bonds Unsupervised bonds Total	796 1,688 2,484

All information is for October 2008 - September 2009.

* Data for items 4B & 4C was provided to Pretrial Services by the Travis County Information and Telecommunication System (ITS) Department.

**The number of Failure to Appear (4B) or Bond Forfeitures (4C) are associated with the number of all active Personal Bond cases which also include cases released in prior years. A bond forfeiture rate cannot be determined by comparing the total number of Personal Bond releases (3) to the total number of Bond Forfeitures (4C) of this report.

RECEIVED
COUNTY JUDGE'S OFFICE
10/10/09 11:21 AM



Travis County Pretrial Services

a division of the Adult Probation Department

509 West 11th Street, Room 1.800

Austin, TX 78701

512-854-9381

512-854-9018 Fax

Irma Guerrero, Division Director

March 31, 2010

County Judge Samuel T. Biscoe
Members of Commissioner's Court

RE: Texas Code of Criminal Procedure {Article 17.42 Section 6} Annual Report

Dear Honorable County Judge and Members of Commissioner's Court:

As required by the Texas Code of Criminal Procedure, Article 17.42, Section 6, the Pretrial Services Department is required to submit an annual report to Commissioner's Court or to the District & County Judges with the following information no later than April 1, of each year for the preceding year. The following annual report is for fiscal year 2009.

Sincerely,

A handwritten signature in cursive script, reading "Irma G. Guerrero", is written over a horizontal line.

Irma G. Guerrero,
Pretrial Division Director

CC: All Criminal District Court Judges
All Criminal County Court at Law Judges
Dr. Geraldine Nagy, Adult Probation Director
Rosie Ramon-Duran, Adult Probation Assistant Director

Travis County Commissioners' Court Agenda RequestVoting Session: April 13, 2010
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County AttorneyB. Requested Text: Consider and take appropriate action on acquisition of
approximately 579.61 acres of land owned by Horse Thief Hollow
Ranches, Ltd., in connection with the Balcones Canyonlands
Conservation Plan and take appropriate action. (Executive session
pursuant to Tex. Gov't Code Section 551.072.)C. Approved by: Karen Huber
Karen Huber, Commissioner Precinct 3

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

John Hille	854-9415	Jon White	854-9383
Melinda Mallia	854-9383	Rose Farmer	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 the backup memorandum and exhibits should be submitted to the County Judges Office no later than 5:00 PM on Monday for the following weeks meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

RECEIVED
COUNTY JUDGES OFFICE
10 APR -5 AM 9:07

23 ✓Travis County Commissioners Court Agenda RequestVoting Session: April 13, 2010
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County AttorneyB. Requested Text: Consider and take appropriate action on acquisition of
approximately 15.0 acres of land on Fisher Hollow owned by Javier
Saldivar, in connection with the Balcones Canyonlands
Conservation Plan and take appropriate action. (Executive session
pursuant to Tex. Gov't Code Section 551.072.)

C. Approved by:

Karen Huber
Karen Huber, Commissioner Precinct 3II. 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 this Agenda Request
and backup to them:

John Hille	854-9415	Jon White	854-9383
Craig C. Smith	854-9415	Melinda Mallia	854-9383
Rose Farmer	854-9383	Jennifer Brown	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 the backup
memorandum and exhibits should be submitted to the County Judges Office no later than
5:00 PM on Monday for the following weeks meeting. Late or incomplete requests may
be deferred to the next subsequent meeting.

RECEIVED
COUNTY JUDGES OFFICE
10 APR -5 AM 9:06

Item # 25

Travis County Commissioners Court Agenda Request

Meeting Date: April 13, 2010

- I. A. Requestor: Retained Counsel Phone # 454-6864
Todd A. Clark Walsh, Anderson
B. Specific Agenda Language:

SEE ATTACHED

C. Sponsor Hon. Samuel T. Biscoe
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 OFFICE
COUNTY JUDGE'S OFFICE
10 APR - 7 AM 9:00

I. B. Specific Agenda Language:

RECEIVE BRIEFING FROM RETAINED OUTSIDE COUNSEL AND TAKE APPROPRIATE ACTION, REGARDING CAUSE NO. A-09-CA-280-LY; J.ADAN BALLESTEROS VS. TRAVIS COUNTY, TEXAS AND BOB VANN; IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOVT. CODE ANN. 551.071, CONSULTATION WITH ATTORNEY).

Travis County Commissioners Court Agenda Request # 26

Voting Session April 13, 2010 Work Session _____
 (Date) (Date)

1. A. Request made by: County Attorney (JH) Phone # 854-9642
 Signature of Elected Official/Appointed Official/Executive Manager/County Attorney _____

B. Requested Text: Consider and take appropriate action on Settlement request from Sealy Heatherwilde, L. P. in its dispute involving Wells Branch Parkway, Heatherwilde Boulevard (Executive Session pursuant to Tex. Gov't Code §551.071)

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

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

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

Joe Gieselman, TNR Executive Manager	854-9383
Steve Manilla, TNR	854-9429
John Hille, Director, Transactions, TCAO	854-9642
Christopher Gilmore, Asst. Co. Atty., TCAO	854-9455
Chester Beaver, Asst. Co. Atty., TCAO	854-9472

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

X Contract, Agreement, Policy & Procedure

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

C3

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, April 13, 2010 Work Session _____
(Date) (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 30, 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 30, 2010

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 30th day of March 2010, the Commissioners' Court convened the Voting Session at 9:12 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 12:13 PM.

The Commissioners Court, meeting as the Capital Industrial Development Corporation; the Travis County Cultural Education Facilities Finance Corporation; the Travis County Development Authority; and the Capital Health Facilities Development Corporation, convened at 1:51 PM and adjourned at 1:52 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:52 PM and adjourned at 1:52 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:52 PM and adjourned at 1:53 PM.

The Commissioners Court reconvened the Voting Session at 1:53 PM.

The Commissioners Court retired to Executive Session at 3:00 PM.

The Commissioners Court reconvened the Voting Session at 5:50 PM.

The Commissioners Court adjourned the Voting Session at 5:56 PM.

CITIZENS COMMUNICATION

Members of the Court heard from: Kenneth Snyder, Northridge Acres Resident; Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD); Mishon Lecheler, Intern, HRMD; Maurice Priest, Travis County Resident; Scott Johnson, Project Manager, Central Texas Electric Lawn Mower Program; Deece Eckstein, Intergovernmental Relations Officer; and Bruce Elfant, Constable, Precinct 5. (9:13 AM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	abstain
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

RESOLUTIONS AND PROCLAMATIONS

1. APPROVE PROCLAMATION DECLARING THE MONTH OF APRIL, 2010 AS "LIGHT OF HOPE - NATIONAL CHILD ABUSE AWARENESS MONTH" IN TRAVIS COUNTY. (JUDGE BISCOE) (9:35 AM)

Members of the Court heard from: Deputy Derek Taylor, Travis County Sheriff's Office (TCSO); and Janice Gernert, Austin Children's Shelter.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve the Proclamation in Item 1.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

PLANNING AND BUDGET DEPT. ITEMS

2. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (3:01 PM)

Motion by Commissioner Huber and seconded by Commissioner Eckhardt to approve Item 2.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

3. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:31 AM)
- A. YEAR TWO DISCRETIONARY GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, TO PROVIDE FULL YEAR FUNDING IN FISCAL YEAR 2011 FOR THE VETERAN'S COURT PROGRAM THAT WILL PROVIDE SPECIALIZED SERVICES FOR VETERANS WHO ARE NON-VIOLENT MISDEMEANOR DEFENDANTS IN THE CRIMINAL COURTS;
 - B. ANNUAL APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, TO CONTINUE THE DWI COURT PROGRAM IN THE COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT;
 - C. ANNUAL CONTRACT WITH THE UNIVERSITY OF NORTH TEXAS FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT TO CONTINUE THE SENIORS AND VOLUNTEERS FOR CHILDHOOD IMMUNIZATION PROJECT;
 - D. ANNUAL MEMORANDUM OF UNDERSTANDING WITH CASEY FAMILY PROGRAMS AND THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES FOR HEALTH AND HUMAN SERVICES (HHS) TO CONTINUE THE COMMUNITY AND FAMILY REINTEGRATION PROJECT. CASEY FAMILY PROGRAMS UNDER THE AGREEMENT PROVIDES HHS WITH PERSONNEL AND OPERATING RESOURCES TO SUPPORT THE PROGRAM;
 - E. AMENDMENT TO THE CURRENT GRANT CONTRACT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE TO INCREASE THE GRANT AWARD FOR THE EXISTING RETIRED SENIOR VOLUNTEER PROGRAM IN HEALTH AND HUMAN SERVICES; AND
 - F. AMENDMENT TO THE 2007 LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM GRANT WITH THE OFFICE OF THE GOVERNOR, OFFICE OF EMERGENCY MANAGEMENT DIVISION TO DEOBLIGATE UNSPENT GRANT FUNDS IN ORDER TO CLOSE OUT THE GRANT PERIOD.

Clerk's Note: Items 3.A-F approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. **CONSIDER AND TAKE APPROPRIATE ACTION ON ADOPTION OF AN ORDER AUTHORIZING PUBLICATION OF NOTICE OF INTENT TO ISSUE CERTIFICATES OF OBLIGATIONS. (1:53 PM) (5:55 PM)**

Members of the Court heard from: Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO); Ladd Pattillo, Travis County Financial Adviser; and Glenn Opel, Bond Counsel, Vinson and Elkins.

Item 4 was revisited at 5:55 PM.

Members of the Court heard from: Rodney Rhoades, Executive Manager, PBO.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve the proposed order.

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

5. **REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTH CARE FOR CLAIMS PAID FOR PARTICIPANTS IN THE TRAVIS COUNTY EMPLOYEE HEALTH CARE FUND FOR PAYMENT OF \$993,708.79 FOR THE PERIOD OF MARCH 12 TO 18, 2010. (9:31 AM)**

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:31 AM)

- A. PROPOSED ROUTINE PERSONNEL AMENDMENTS; AND
- B. NON-ROUTINE REQUEST FROM THE MEDICAL EXAMINERS OFFICE
FOR A VARIANCE TO TRAVIS COUNTY CODE CHAPTER 10.03002,
GENERAL OVERVIEW FOR DETERMINING PAY POLICY.

Clerk's Note: Items 6.A&B approved as part of the Consent Motion. Please refer to
CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING
RECOMMENDATION TO SETTLE LIABILITY CLAIM OF EMERGENCY
MEDICAL SERVICES/CITY OF AUSTIN. (9:31 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.

JUSTICE AND PUBLIC SAFETY ITEMS

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE 2010 NATIONAL
INCIDENT MANAGEMENT SYSTEM COMPLIANCE ASSISTANCE SUPPORT
TOOL (NIMSCAST) AND TEXAS REGIONAL RESPONSE NETWORK
CERTIFICATION LETTER. (9:31 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to
CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge noted that by approving Item 8 the Commissioners
Court are authorizing the County Judge to sign letter in their behalf.

9. RECEIVE BRIEFING ON ACTIVITIES OF THE TRAVIS COUNTY COMMUNITY JUSTICE CENTER (TRAVIS STATE JAIL) ADVISORY COMMITTEE.
(10:45 AM)

Members of the Court heard from: Roger Jefferies, Executive Manager, Justice and Public Safety (JPS); Alonzo Bradley, Chair, Community Justice Center Advisory Committee (CJCAC); Deacon Doots Dufour, CJCAC; Gerald Cunningham, CJCAC; Jeri Houchins, Administrative Director, Austin/Travis County Reentry Roundtable, Board Member, CJCAC; Terra James, CJCAC; Dr. Joan Burnham, CJCAC; Frank Ringer, Jr., CJCAC; Captain Ashley Anderson, Texas Department of Criminal Justice; Thomas Cruz, CJCAC; and Vennie Davis, Budget Analyst, CJP.

Discussion only. No formal action taken.

10. CONSIDER PRESENTATIONS AND TAKE APPROPRIATE ACTION REGARDING HOSPITAL PROPOSALS FOR HOUSING OF AVAILABLE STAR FLIGHT AIRCRAFT AT THEIR LOCATIONS: (11:29 AM) (3:00 PM) (5:50 PM)
- A. SETON FAMILY OF HOSPITALS; AND
- B. ST. DAVID'S HEALTHCARE AND ST. DAVID'S FOUNDATION.

Members of the Court heard from: Danny Hobby, Executive Manager, Travis County Emergency Services; Casey Ping, Program Manager, STAR Flight; Cyd Grimes, Travis County Purchasing Agent; Mark Clayton, Senior Vice President, St. David's Healthcare; and Greg Hartman, President and CEO, Seton Family of Hospitals.

Clerk's Note: Judge Biscoe announced that Items 10.A&B would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Items 10.A&B to be reposted April 13, 2010.

PURCHASING OFFICE ITEMS

11. REJECT PROPOSAL RECEIVED FOR RFS NO. S100096-RG, PARK CONCESSION OPERATIONS. (9:31 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. DECLARE LISTING OF CERTAIN EQUIPMENT AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (9:12 AM)

Item 12 postponed.

13. APPROVE CONTRACT AWARD FOR FIRE EXTINGUISHER/SPRINKLER SYSTEM SERVICES, IFB NO. B1000105-RG, TO THE QUALIFIED LOW BIDDER, AAA FIRE AND SAFETY EQUIPMENT. (9:31 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. APPROVE MODIFICATION NO. 4 TO CONTRACT NO. 07C00166OJ, FROST INSURANCE AGENCY, INC., FOR BENEFITS REVIEW SERVICES FOR TRAVIS COUNTY. (9:31 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. APPROVE TWELVE MONTH EXTENSION (MODIFICATION NO. 5) TO INTERLOCAL AGREEMENT NO. IL070171RE, WITH AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION, FOR MENTAL HEALTH SERVICES. (9:33 AM)

Members of the Court heard from: Mary Etta Gerhardt, Assistant County Attorney.

Motion Commissioner Davis and seconded by Commissioner Gómez to approve Item 15.

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

Clerk's Note: The Court noted that Item 15 was an amendment for an additional \$25,000.00 of funding on Interlocal Agreement 07C00166OJ, not an extension.

16. APPROVE CONTRACT AWARD FOR INSTALLATION OF A TOUCH SCREEN SECURITY SYSTEM FOR TRAVIS COUNTY CORRECTIONAL COMPLEX BUILDING 2 AND 3, IFB NO. B100088DG, TO THE LOW BIDDER SECURE CONTROL SYSTEMS, LLC. (9:31 AM)

Clerk's Note: Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

17. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED CORRECTIONS TO TRAVIS COUNTY CODE CHAPTER 64, TRAVIS COUNTY REGULATIONS FOR FLOODPLAIN MANAGEMENT AND GUIDELINES AND PROCEDURES FOR DEVELOPMENT PERMITS REGARDING LAND USE. (COMMISSIONER DAVIS) (1:57 PM)

Members of the Court heard from: Stacey Scheffel, Flood Plain Manager, Transportation and Natural Resources (TNR).

Motion by Commissioner Davis and seconded by Commissioner Gómez to approve 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

18. CONSIDER AND TAKE APPROPRIATE ACTION ON A PRELIMINARY PLAN IN PRECINCT ONE: EASTWOOD SUBDIVISION (2316 TOTAL LOTS).
(COMMISSIONER DAVIS) (10:01 AM) (3:00 PM) (5:51 PM)

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, TNR; Terry Irion, attorney representing Hen-Ball Investments LP; John Williams, President, Park Springs Neighborhood Association; Steve Manilla, Director, Public Works, TNR; Maurice Priest, Travis County Resident; and Christopher Gilmore, Assistant County Attorney.

Clerk's Note: Judge Biscoe announced that Item 18 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Commissioner Davis and seconded by Judge Biscoe to approve the Preliminary Plan in Item 18.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

19. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADOPT THE TIMBER CREEK PARK CONCEPT PLAN IN PRECINCT FOUR.
(COMMISSIONER GÓMEZ) (9:31 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO INCLUDE POTENTIAL CITY OF AUSTIN/TRAVIS COUNTY TRANSPORTATION COST-SHARE PROJECTS IN FUTURE COUNTY BOND REFERENDUMS.
(COMMISSIONER DAVIS) (1:59 PM)

Members of the Court heard from: Steve Manilla, Director, Public Works, TNR.

Motion by Commissioner Davis and seconded by Judge Biscoe to approve Item 22, and make sure this list gets to the City of Austin as soon as possible.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

21. CONSIDER AND TAKE APPROPRIATE ACTION ON TEXAS DEPARTMENT OF TRANSPORTATION'S CALL FOR PROJECTS FOR THE PASS-THROUGH TOLL FINANCING PROGRAM. (COMMISSIONER HUBER) (2:13 PM)

Members of the Court heard from: Steve Manilla, Director, Public Works, TNR; Ed Collins TxDOT; Jessica Rio, Assistant Budget Manager, PBO; Rodney Rhoades, Executive Manager, PBO; and Leroy Nellis, Budget Manager, PBO.

Motion by Commissioner Davis and seconded by Judge Biscoe to approve a two application process:

- FM 1626 with FM 2304
- FM 973
- Hiring two consultants using TNR available funds – Klotz Associates for FM 1626/FM 2304 and LJA Engineering and Surveying for FM 973

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	abstain

22. CONSIDER AND TAKE APPROPRIATE ACTION ON TEXAS DEPARTMENT OF TRANSPORTATION'S SOLICITATION FOR COMMENTS ON OUTDOOR ADVERTISING RULES. (COMMISSIONER HUBER) (2:57 PM)

Members of the Court heard from: Steve Manilla, Director, Public Works, TNR.

Motion by Commissioner Huber **and seconded by** Commissioner Davis to approve Item 22.

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

23. RECEIVE FINAL REPORT ON TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN AND THANK THOSE WHO MADE THE CAMPAIGN SUCH A SUCCESS. (9:42 AM)

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk.

Discussion only. No formal action taken.

Clerk's Note: The Court noted that the 2009 Combined Charities Campaign has raised \$237,056.00.

24. RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR CALENDAR YEAR 2009 FROM TRAVIS COUNTY CONSTABLE PRECINCT ONE. (9:31 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

25. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN ORDER TO DESIGNATE ELECTION DAY POLLING PLACES FOR THE APRIL 13, 2010 JOINT PRIMARY RUNOFF ELECTION. (9:31 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

26. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN ORDER DESIGNATING MAIN EARLY VOTING POLLING PLACE, TEMPORARY BRANCH EARLY VOTING POLLING PLACES, AND HOURS FOR EARLY VOTING ON WEEKDAYS FOR THE APRIL 13, 2010 JOINT PRIMARY RUNOFF ELECTION. (9:31 AM)

Clerk's Note: Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

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.

27. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING CASE OF STRICKLAND, ET AL. VS. TRAVIS COUNTY AND THE CITY OF AUSTIN. ¹
(3:00 PM) (5:52 PM)

Clerk's Note: Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Huber that we approve the proposed settlement agreement, and authorize the County Judge to sign on behalf of the Commissioners Court.

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

28. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING SETTLEMENT OFFERS REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO THE FOLLOWING: (3:00 PM) (5:52 PM)

A. EVELYN CHERRY; AND

B. AUBREE LEDBETTER. ¹

Clerk's Note: Judge Biscoe announced that Items 28.A&B would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Clerk's Note: The Court discussed a settlement offer from Evelyn Cherry in Item 28.A.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we reject the settlement offer from United Healthcare (UHC); that we do a nice rejection letter so we can consider it for possible use in similar requests in the future.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court discussed a settlement offer from Aubree Ledbetter in Item 28.B.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we reject the counter to the counter offer, but that we agree to settle this matter for the payment of \$4,000.00, lump sum, within 14 days.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

29. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING CLAIMS BY ALICIA PEREZ IN TEXAS WORKFORCE COMMISSION CIVIL RIGHTS DIVISION (TWCCRD) CHARGE NO. 1A20200 AND EEOC CHARGE NO. 31C-2010-00267C. ¹ (3:00 PM) (5:53 PM)

Clerk's Note: Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

30. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE FOR THE PROPERTY LOCATED AT 5325 AIRPORT BOULEVARD. ^{1 AND 2} (3:00 PM) (5:54 PM)

Clerk's Note: Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we go ahead and proceed to close on this matter on the scheduled date.

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

31. CONSIDER AND TAKE APPROPRIATE ACTION ON BROKERAGE SERVICES AGREEMENT WITH UGL EQUIS CORPORATION. ¹ (3:00 PM) (5:54 PM)

Clerk's Note: Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we have discussed the terms sufficiently to have a final draft document next week so, if we could get the broker an opportunity to look at the final draft late this week, over the weekend and Monday, April 5, 2010; and hopefully be ready to take final action next Tuesday, April 6, 2010 with other actions along the lines we discussed.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 31 to be reposted on April 6, 2010.

32. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE FROM TRAVIS REALTY CORP. FOR THE PROPERTY LOCATED AT 700 LAVACA STREET. ^{1 AND 2} (3:00 PM) (5:55 PM)

Clerk's Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 32 was not discussed.

Item 32 to be reposted on April 6, 2010.

33. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING SELECTION OF AND FUNDING MECHANISMS FOR PURCHASE OF OPEN SPACE LAND IN PRECINCT ONE. (COMMISSIONER DAVIS) ^{1 AND 2} (3:00 PM) (5:55 PM)

Clerk's Note: Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Discussion only. No formal action taken.

Item 33 to be reposted on April 13, 2010.

ADJOURNMENT

Motion by Commissioner Davis and seconded by Commissioner Gómez to adjourn the Voting Session. (5:56 PM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

#

C4

Travis County Commissioners Court Agenda RequestVoting Session 4/13/2010

Work Session _____

I. A. Request made by: for Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR

B. Requested Text: Approve setting a public hearing date of April 27, 2010 to receive comments on a proposed street name assignment for a private easement to be known as "Bobby Road" off Sparks Road, in Precinct 1.

C. Approved by: [Signature]
Commissioner Ron Davis, Precinct One

II. A. Is backup material attached*: Yes X No _____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:

Austin American StatesmanStephanie Jensen – fax 974-3337Jaime Garcia - Sign ShopDon Ward - 854-9383Howard Herrin- 854-9383Tom Caffall - 854-9383David Greear – 854-9383

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 APR - 5 PM 3-22

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) 854-4697

March 31, 2010

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: *For*  Joseph P. Gieselman, TNR Executive Manager

SUBJECT: Approve setting a public hearing date of April 27, 2010 to discuss request to approve a proposed street name assignment for a private easement to be known as "Bobby Road" off Sparks Road, in Precinct 1.

Summary and Staff Recommendation:

The Travis County Address Coordinating Committee has contacted property owners along an easement with multiple property owners to inform them of the need for a street name assignment. This action is necessary to provide a physical address for everyone on the easement to assist emergency providers and other deliveries.

Nine property owners are affected by this street name assignment and all have been sent ballots. Six were in agreement to this street name, one chose another street name and two did not reply.

The street name assignment does not imply Travis County maintenance in any way. Street signs will be the responsibility of the property owner.

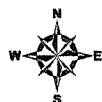
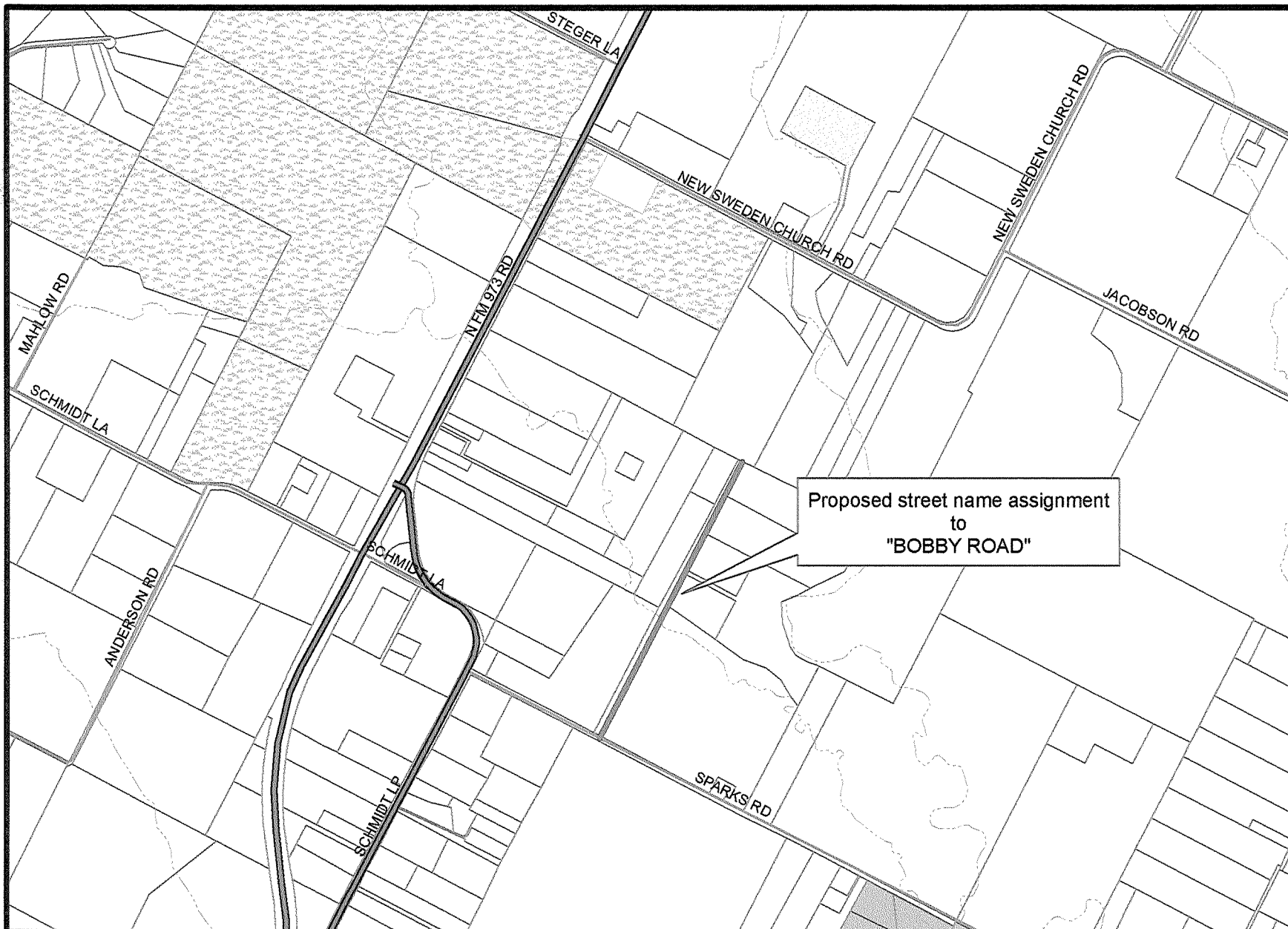
Staff recommends approval of this street name assignment, which has been cleared through 911 Addressing staff. We are requesting a public hearing date of April 27, 2010 pursuant of this street name assignment.

Exhibits:

Maps

CJ;gd

4100 Bobby Road



Private Easement

0 250 500 1,000 Feet

BALLOT

For a proposal to name the unnamed easement described below to
Flint Ln _____ Firebrush Ln ☒ Bobby Rd _____ No _____
(Please choose only one)

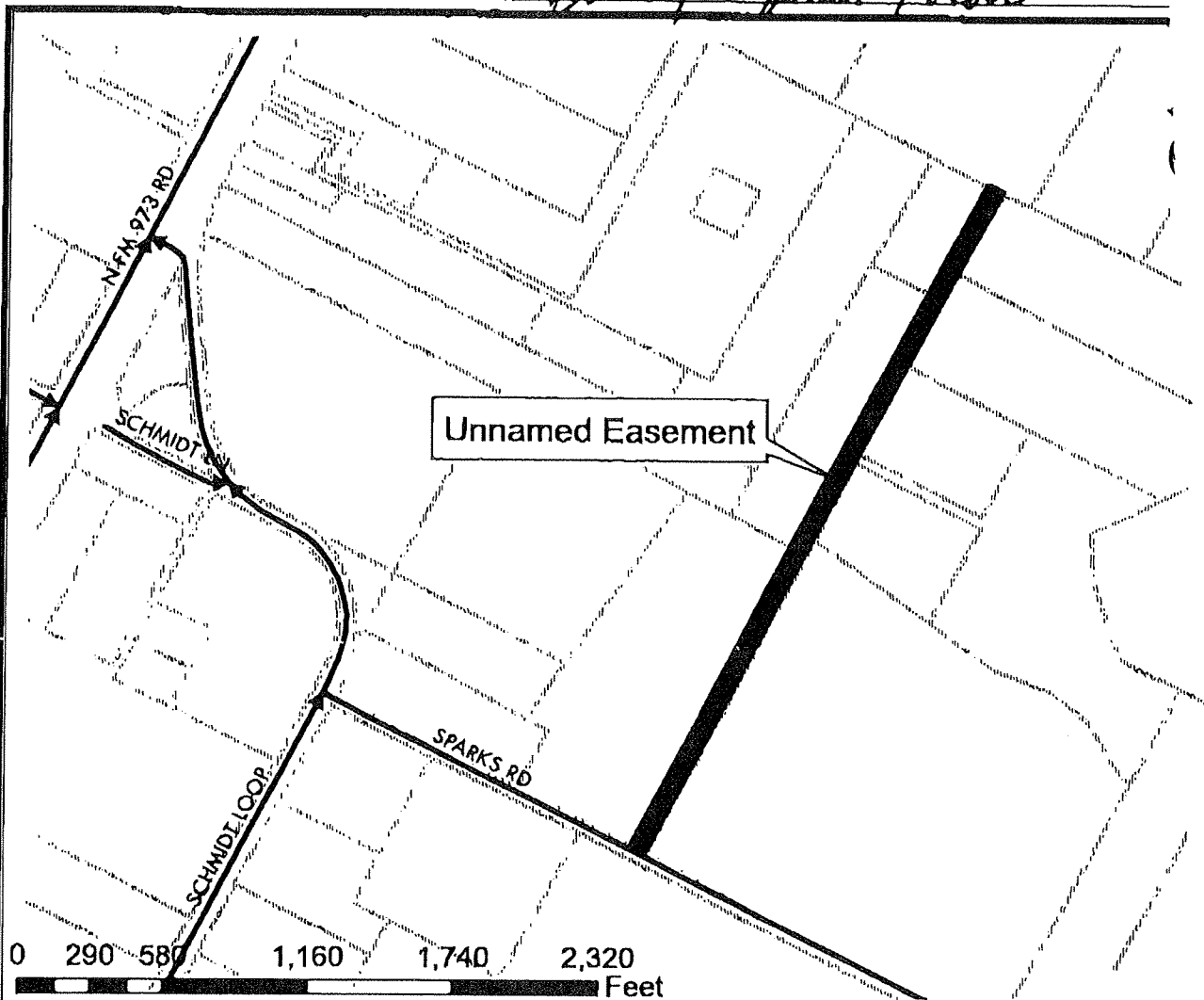
Any other name submitted MUST be cleared with 911 Addressing
prior to write-in in order to be considered at 512-974-2736.

Other proposed street name _____

FOEHR BOBBY M & JANET L
11900 SPARKS RD
MANOR TX 78653-3789
Tax Parcel: 0251700313

Property Owner Signature (required) _____

Bobby & Janet Foehr



Please return ballot with your choice of street name
or other candidate name by March 1 to:

Sara McCallum
911 Addressing
City of Austin
PO Box 1088
Austin, Tx 78767-1088

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warranted

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accuracy
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permission from: City of Austin

BALLOT

For a proposal to name the unnamed easement described below to
Flint Ln _____ Firebrush Ln _____ Bobby Rd ☒ No _____
(Please choose only one)

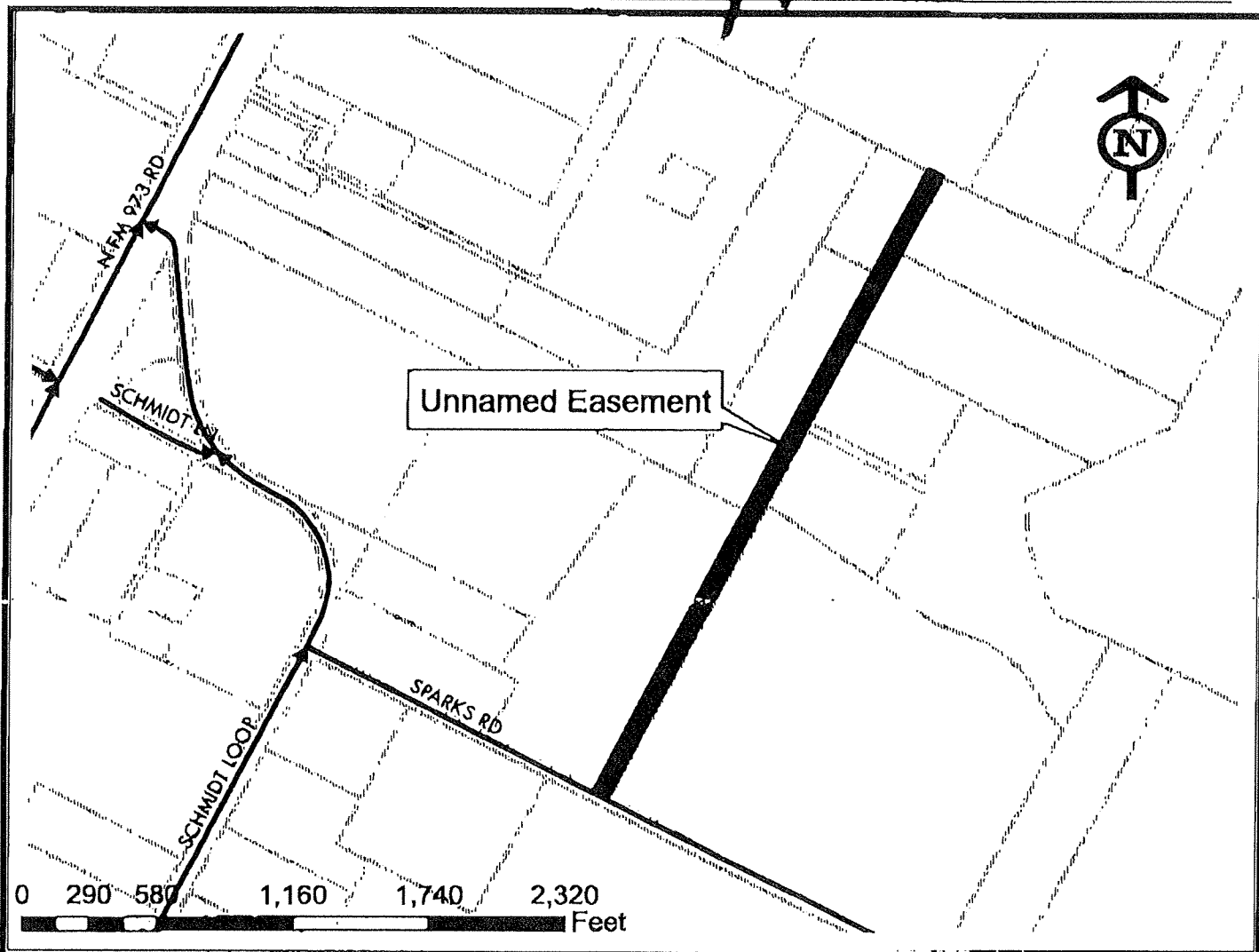
Any other name submitted MUST be cleared with 911 Addressing
prior to write-in in order to be considered at 512-974-2736.

Other proposed street name _____

DAVIS JUDITH J
11709 NEW SWEDEN CHURCH RD
MANOR TX 78653-3659
Tax Parcel: 0259700402

Property Owner Signature (required) _____

Judy Davis



Please return ballot with your choice of street name
or other candidate name by March 1 to:

Sara McCallum
-911 Addressing
City of Austin
PO Box 1088
Austin, Tx 78767-1088

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BALLOT

For a proposal to name the unnamed easement described below to

Flint Ln _____ Firebrush Ln _____ Bobby Rd ☒ No _____

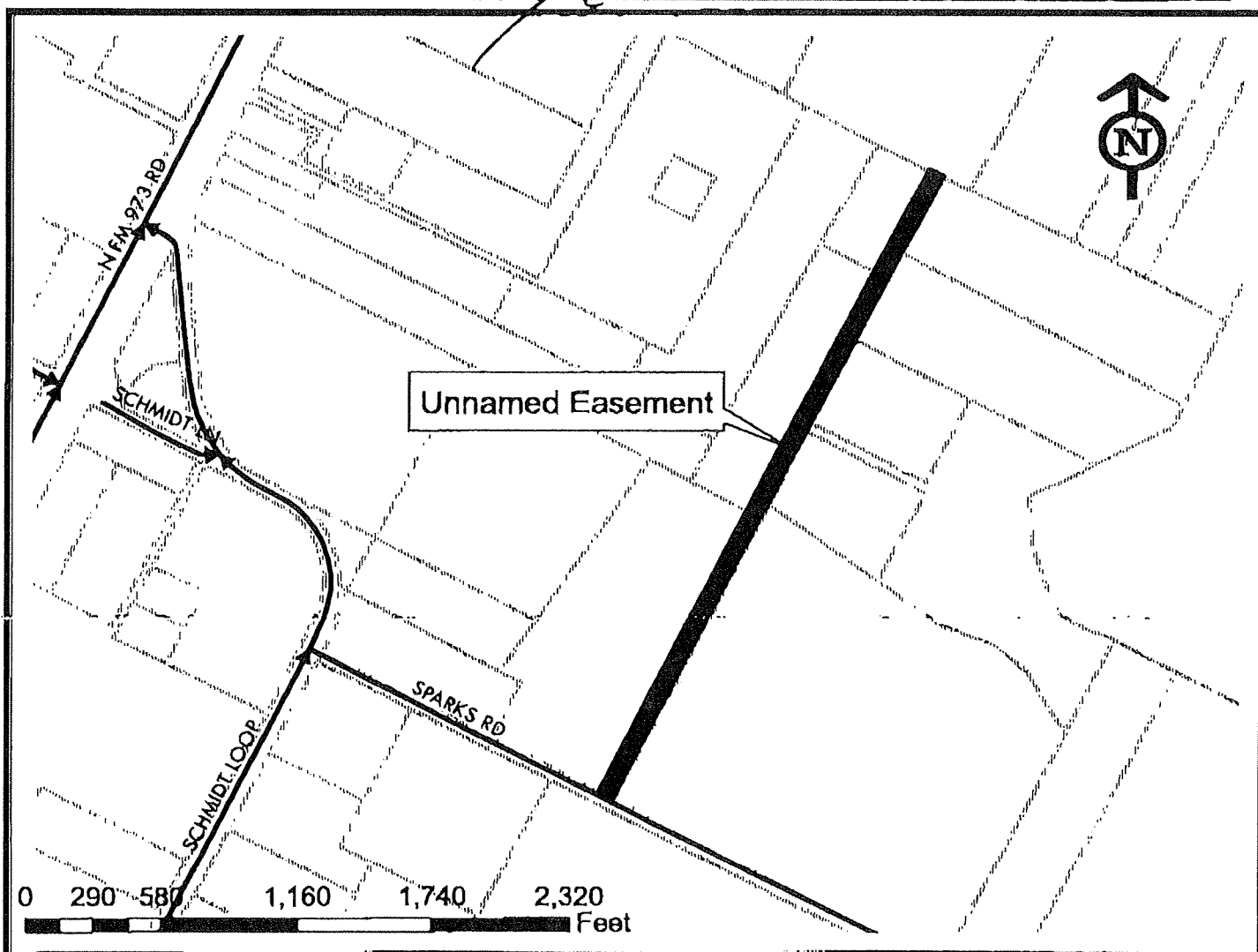
(Please choose only one)

Any other name submitted MUST be cleared with 911 Addressing
prior to write-in in order to be considered at 512-974-2736.

Other proposed street name _____

ANDERSON RODNEY & MELISSA
11900 SPARKS RD UNIT 4
MANOR TX 78653-3790
Tax Parcel: 0251700316

Property Owner Signature (required) _____



Please return ballot with your choice of street name
or other candidate name by March 1 to:

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City of Austin
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Austin, Tx 78767-1088

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BALLOT

For a proposal to name the unnamed easement described below to

Flint Ln _____ Firebrush Ln _____ Bobby Rd X

(Please choose only one)

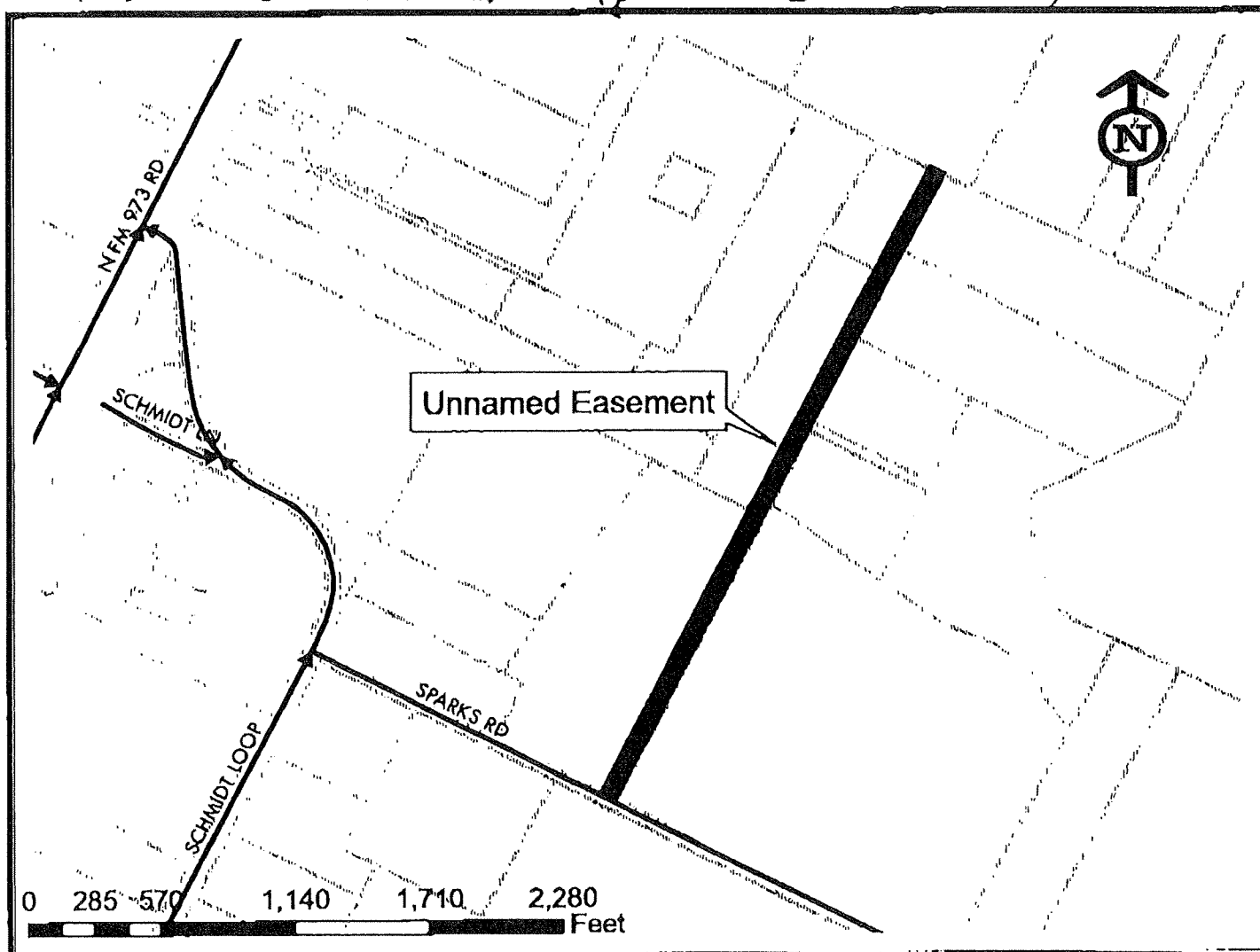
Any other name submitted MUST be cleared with 911 Addressing
prior to write-in in order to be considered at 512-974-2736.

Other proposed street name _____

SCHELER CHARLES W & DIANE P
11900 SPARKS RD UNIT 5
MANOR TX 78653-3790
Tax Parcel: 0259700427, 0251700307

Property Owner Signature (required)

Diane Scheler Charles, 06.28.10



Please return ballot with your choice of street name
or other candidate name by November 20th to:

Sara McCallum
911 Addressing
City of Austin
PO Box 1088
Austin, Tx 78767-1088

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BALLOT

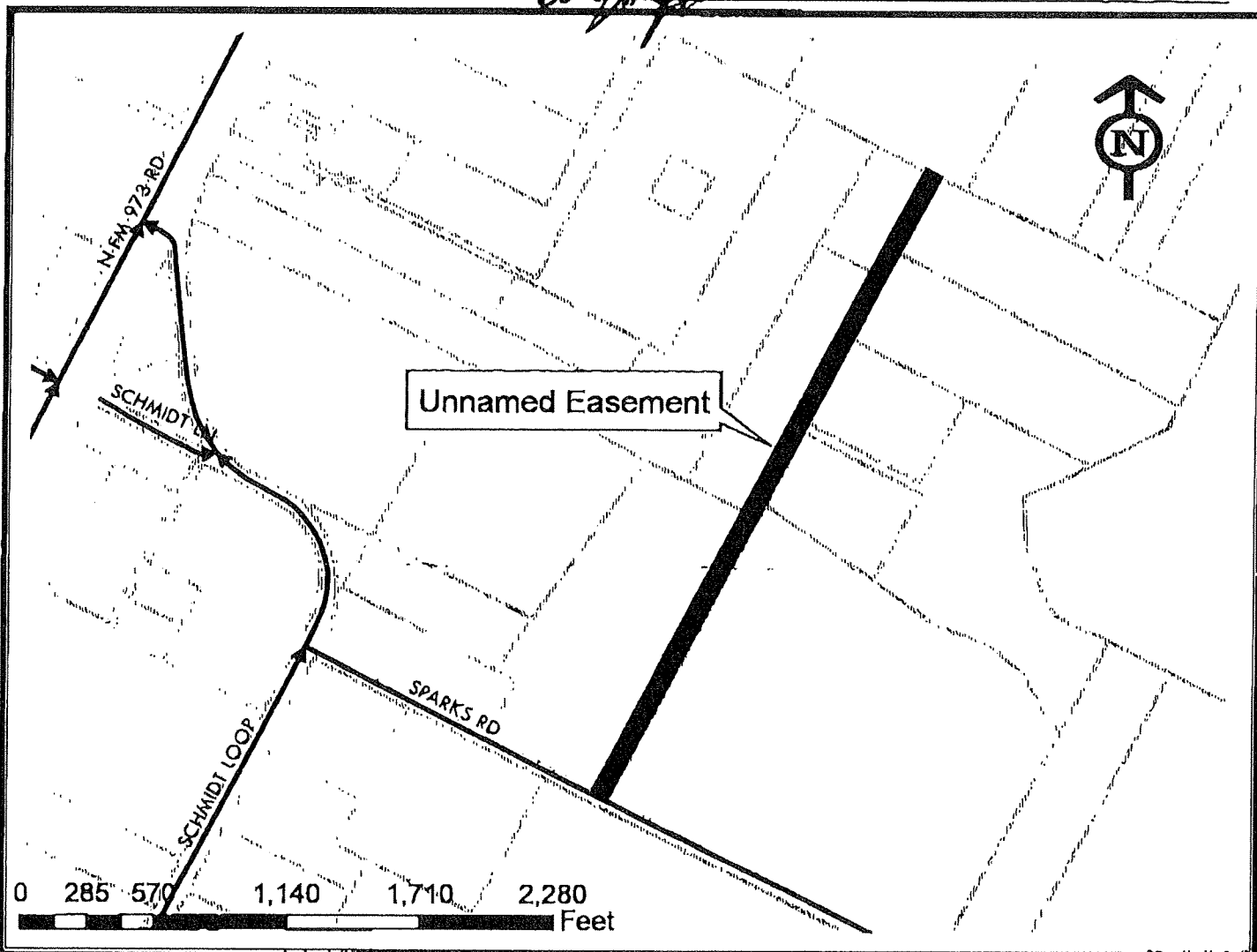
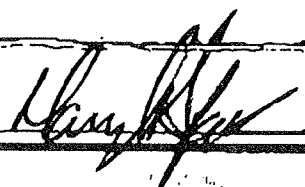
For a proposal to name the unnamed easement described below to
Flint Ln _____ Firebrush Ln _____ Bobby Rd ✓
(Please choose only one)

Any other name submitted MUST be cleared with 911 Addressing
prior to write-in in order to be considered at 512-974-2736.

Other proposed street name _____

SPARKS DARRYLE D & CYNTHIA G
1701 SPINEL RD
PFLUGERVILLE TX 78660-8128
Tax Parcel: 0251700320

Property Owner Signature (required) _____



Please return ballot with your choice of street name
or other candidate name by November 20th to:

Sara McCallum
911 Addressing
City of Austin
PO Box 1088
Austin, Tx 78767-1088

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BALLOT

For a proposal to name the unnamed easement described below to
Flint Ln _____ Firebrush Ln _____ Bobby Rd ✓
(Please choose only one)

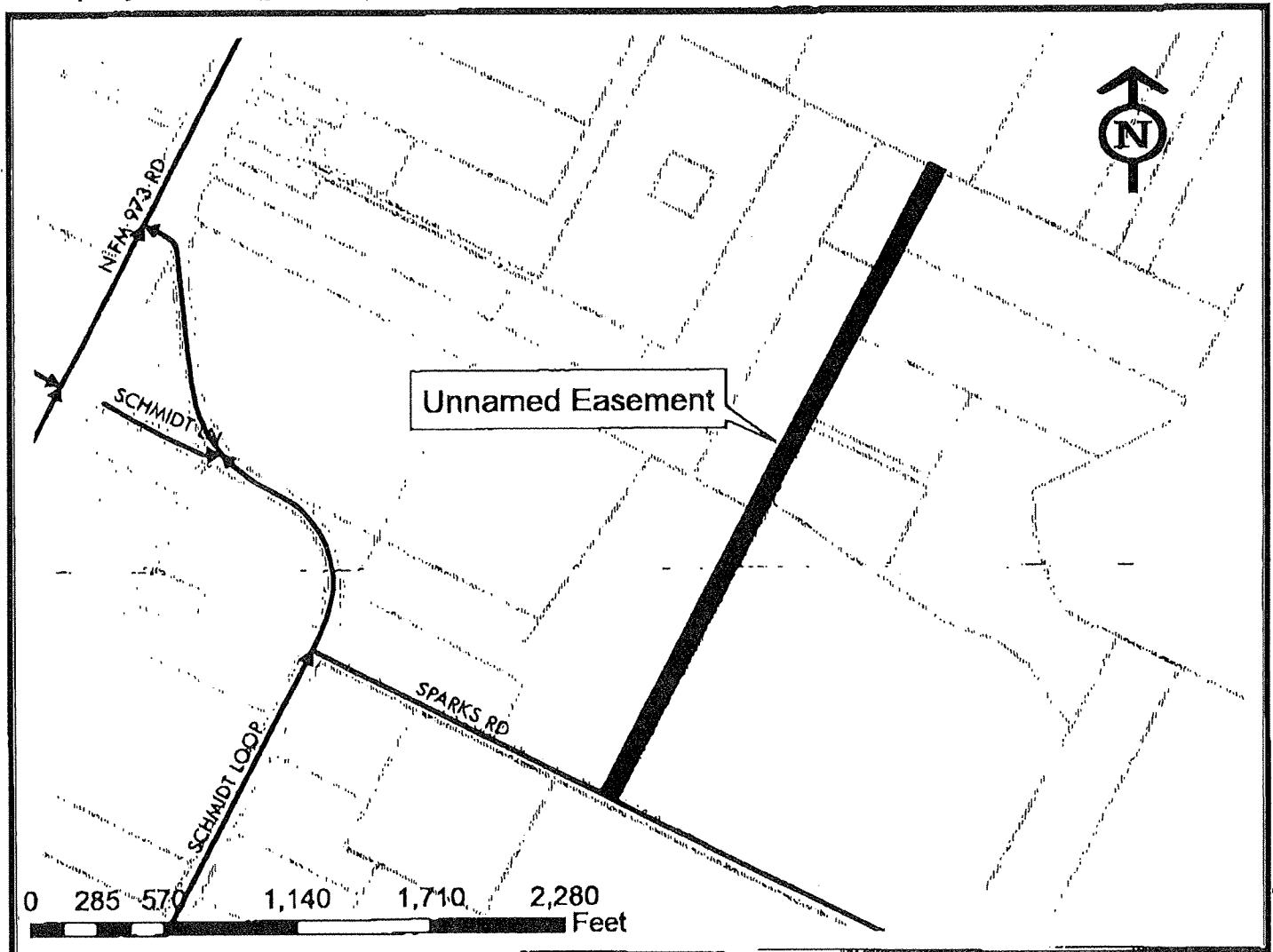
Any other name submitted MUST be cleared with 911 Addressing
prior to write-in in order to be considered at 512-974-2736.

Other proposed street name _____

LERMA THOMAS G & ANA M ETAL
11709 NEW SWEDEN CHURCH RD
MANOR TX 78653-3659
Tax Parcel: 0259700402

Property Owner Signature (required) _____

Ana M. Lerma



Please return ballot with your choice of street name
or other candidate name by November 20th to:
Sara McCallum
911 Addressing
City of Austin
PO Box 1088
Austin, Tx 78767-1088

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BALLOT

For a proposal to name the unnamed easement described below to

Flint Ln _____ Firebrush Ln _____ Bobby Rd X

(Please choose only one)

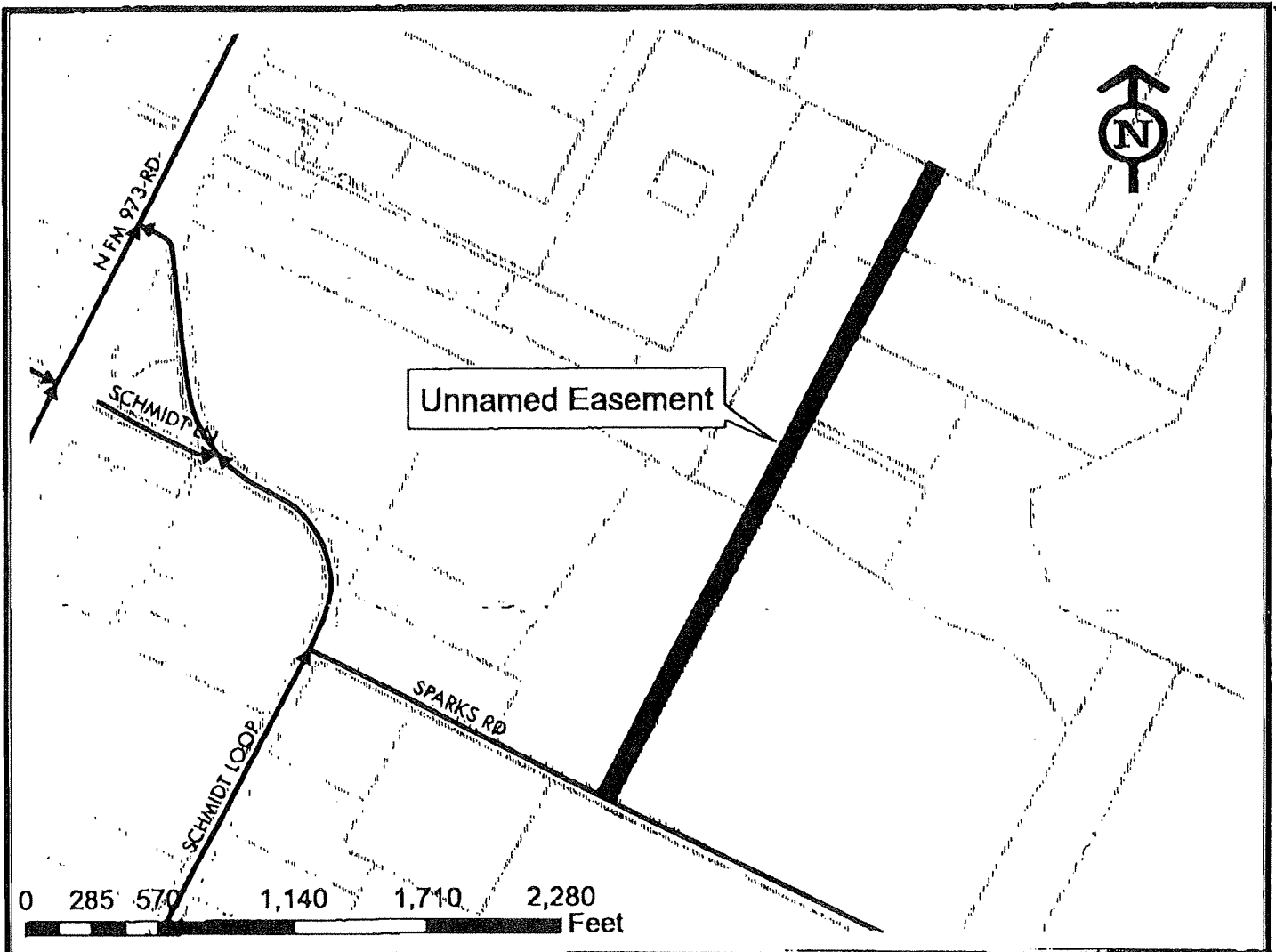
Any other name submitted MUST be cleared with 911 Addressing
prior to write-in in order to be considered at 512-974-2736.

Other proposed street name _____

THOMAS NORRIS D
11900 SPARKS RD UNIT 5
MANOR TX 78653-3790
Tax Parcel: 0251700318

Property Owner Signature (required)

Thomas Norris



Please return ballot with your choice of street name
or other candidate name by November 20th to:

Sara McCallum
911 Addressing
City of Austin
PO Box 1088
Austin, Tx 78767-1088

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STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

ORDER NO.

WHEREAS, the Travis County Address Coordinating Committee has received ballots to assign a street name to a private easement; and

WHEREAS, the majority of the adjoining property owners replied and are in agreement to the street name; and

WHEREAS, a public hearing was held on April 27, 2010, pursuant to the street name assignment; then

BE IT THEREFORE ORDERED by the Commissioners' Court of Travis County, Texas, that the easement be named as follows:

PRECINCT ONE:

PRIVATE ACCESS EASEMENT TO

“BOBBY ROAD”

PASSED AND ADOPTED THE _____ DAY OF _____, 2010.

SAMUEL T. BISCOE, COUNTY JUDGE

RON DAVIS,
COMMISSIONER, PCT. ONE

SARAH ECKHARDT,
COMMISSIONER, PCT. TWO

KAREN HUBER,
COMMISSIONER, PCT. THREE

MARGARET GOMEZ
COMMISSIONER, PCT. FOUR

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, APRIL 27, 2010 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR A STREET NAME ASSIGNMENT.

THIS PRIVATE EASEMENT IS OFF SPARKS ROAD AND IS TO BE KNOWN AS **“BOBBY ROAD”**.

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS' COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE CALL 854-9383.

Travis County Commissioners Court Agenda RequestVoting Session April 13, 2010
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman
for Signature of Elected Official/Appointed Official/
Executive Manager/County AttorneyPhone # 854-9383

B. Requested Text:

Consider and take appropriate action on a request to set a Public Hearing on Tuesday, April 27, 2010, to receive comments regarding a proposal to temporarily close McKinney Falls Parkway between William Cannon Drive and Colton-Bluff Springs Road in Precinct Four for roadway construction beginning on or about May 4 and continuing through August 31, 2010 or until construction is completed..

C. Approved by: Margaret Gomez
Margaret Gomez, Travis County Commissioner, Precinct Four

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 this Agenda Request and backup to them.

Don Ward, TNR (854-9317)
David Greear, TNR (854-7650)

Greg Hamilton, County Sheriff, (854-9770)
TCSO Dispatch (974-0800)

Joe Hall, TNR. (854-7648)
Cheryl McVey, TNR Dispatch (854-9433)
Austin I.S.D. (414-0238)

Austin Fire Dispatch (974-0400)

RECEIVED
COUNTY JUDGE'S OFFICE
10 APR -6 AM 11:42

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 the backup memorandum and exhibits, should be submitted to the County Judges 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 DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER


411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854 -9383
FAX (512) 854 -4697

MEMORANDUM

April 1, 2010

TO: Travis County Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Steve Manilla, PE, Public Works Director

SUBJECT: Commissioner's Court Agenda Item for McKinney Falls Parkway Extension
Set Public Hearing date for temporary road closure.

Proposed Motion:

Consider and take appropriate action on a request to set a Public Hearing on Tuesday, April 27, 2010, to receive comments regarding a proposal to temporarily close McKinney Falls Parkway between William Cannon Drive and Colton-Bluff Springs Road in Precinct Four for roadway construction beginning on or about May 4 and continuing through August 31, 2010 or until construction is completed.

Summary and Staff Recommendations:

This road improvement project, currently under construction, include the extension of McKinney Falls Parkway from William Cannon Drive to Thaxton Road (see attached drawing) in Precinct Four, the construction of the City of Austin's 48" water main (paid for by the City), and the improvements to the low water crossing on Thaxton Drive. The requested road closure period is from approximately May 4 to August 31, 2010 or until construction of roadway is completed.

The proposed road improvements cannot be safely or reasonably accomplished without a temporary road closure. The existing road is not wide enough to accommodate both traffic and construction operations simultaneously. To do so will entail the acquisition of additional ROW and funding for the construction and subsequent demolition of a temporary bypass or detour road. That will be an expensive and time-consuming venture that cannot be accomplished without a significant increase in the project budget.

The respective school districts, police, and emergency services offices will be notified. Staff recommends that the public hearing be held, and that the proposed temporary road closure be approved.

Budgetary and Fiscal Impact:

This closure will require some work by Travis County road maintenance crews to post public notices. The cost of implementing and maintaining the detour route signage is a bid item of the current construction contract, so all the detour signs will be installed by the contractor. No additional cost is anticipated. If a temporary road is constructed alongside the portion of road to be closed for construction, additional funds will be needed for both ROW and construction.

Background Information:

The proposed McKinney Falls Parkway project authorized under the 2001 Bond Road Capacity elections, is located in the southeastern portion of Travis County in Precinct 4. The limits are from William Cannon Drive to Thaxton Road. The existing McKinney Falls Parkway is a four lane divided arterial roadway from US HWY 183 to William Cannon Drive. The remaining section between William Cannon and Colton-Bluff Springs Road is to be upgraded from a two-lane roadway to a four-lane divided roadway (MAD-4), and continue with a new MAD-4 extension, between Colton-Bluff Springs Road and Thaxton Road, with sidewalks and bicycle lanes along the entire length.

Construction of McKinney Falls also entails the reconstruction and improvement of the intersections at Colton-Bluff Springs Road. To achieve this, the existing section of the road needs to be totally reconstructed, making this section of McKinney Falls unavailable for traffic use for a short period of time. All efforts will be made to keep the road closed for the shortest possible time. This will include a much closer coordination between the trades plus working longer days and also on the weekends. Appropriate detour related signs will be in place to notify and route motorists through the detour. A copy of the detour plan is attached. The detour rout will add about 2-10 minutes to one's travel time. If approved, notice of this proposed public hearing will be posted on the affected road.

Required Authorizations:

This recommendation is made in accordance with Chapter 251 of the Transportation Code.

Attachments:

- Project Location Map
- Detour/Traffic Control Plan
- Notice of Public Hearing

cc: Joe Gieselman, Executive Manager
Steve Sun, PE, CIP Division Manager
Chiddi N'Jie, PE, Project Manager
Central File: McKinney Falls Parkway / Road Closure \Court Actions

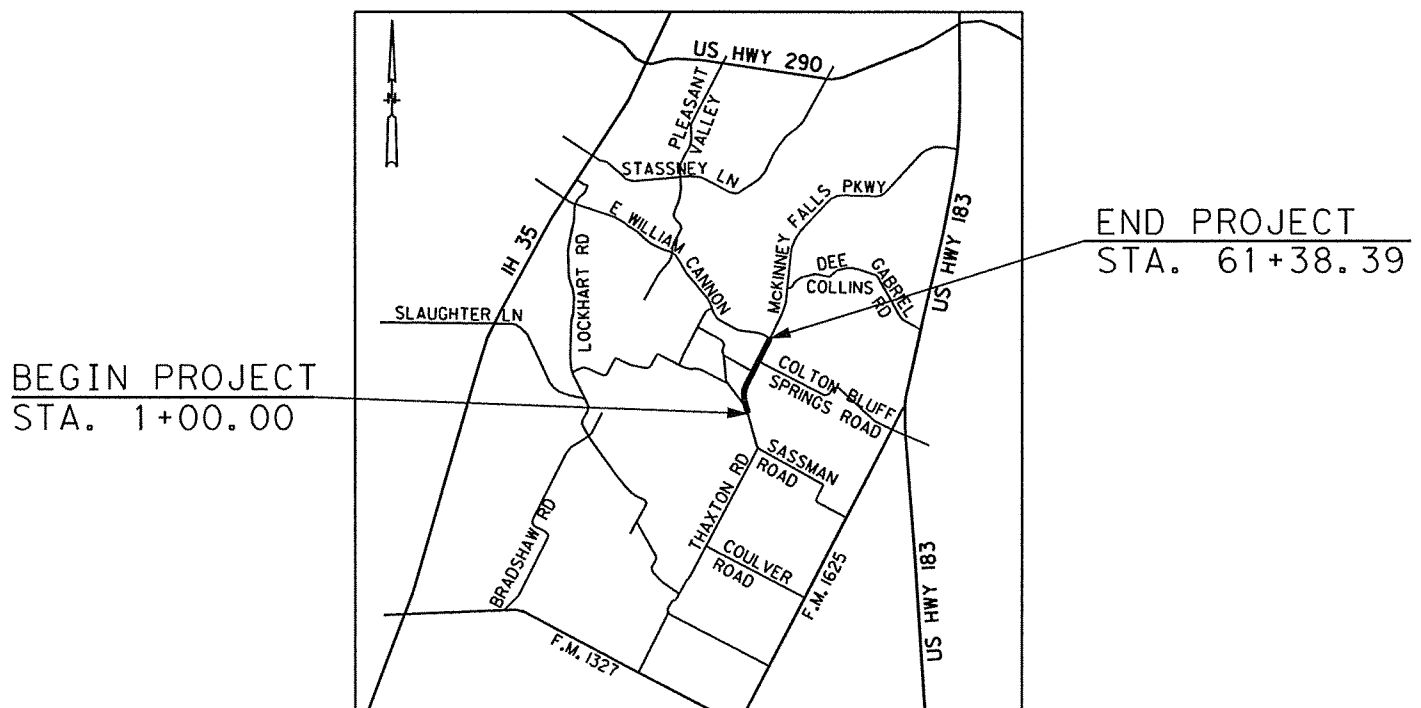
List of Attachments

- **EXHIBIT “A “**
 - **Project Location Map**

- **EXHIBIT “B”**
 - **Detour/Traffic Control Plan**

- **EXHIBIT “C”**
 - **Notice of Public Hearing**

MCKINNEY FALLS PARKWAY ROADWAY IMPROVEMENTS LOCATION MAP



LOCATION MAP
N. T. S.

MAILING ADDRESS: P.O. BOX 1746 AUSTON, TEXAS 78717

PLANNING & ENGINEERING SERVICES DIVISION

12) 854-9383 FAX: 854-4626

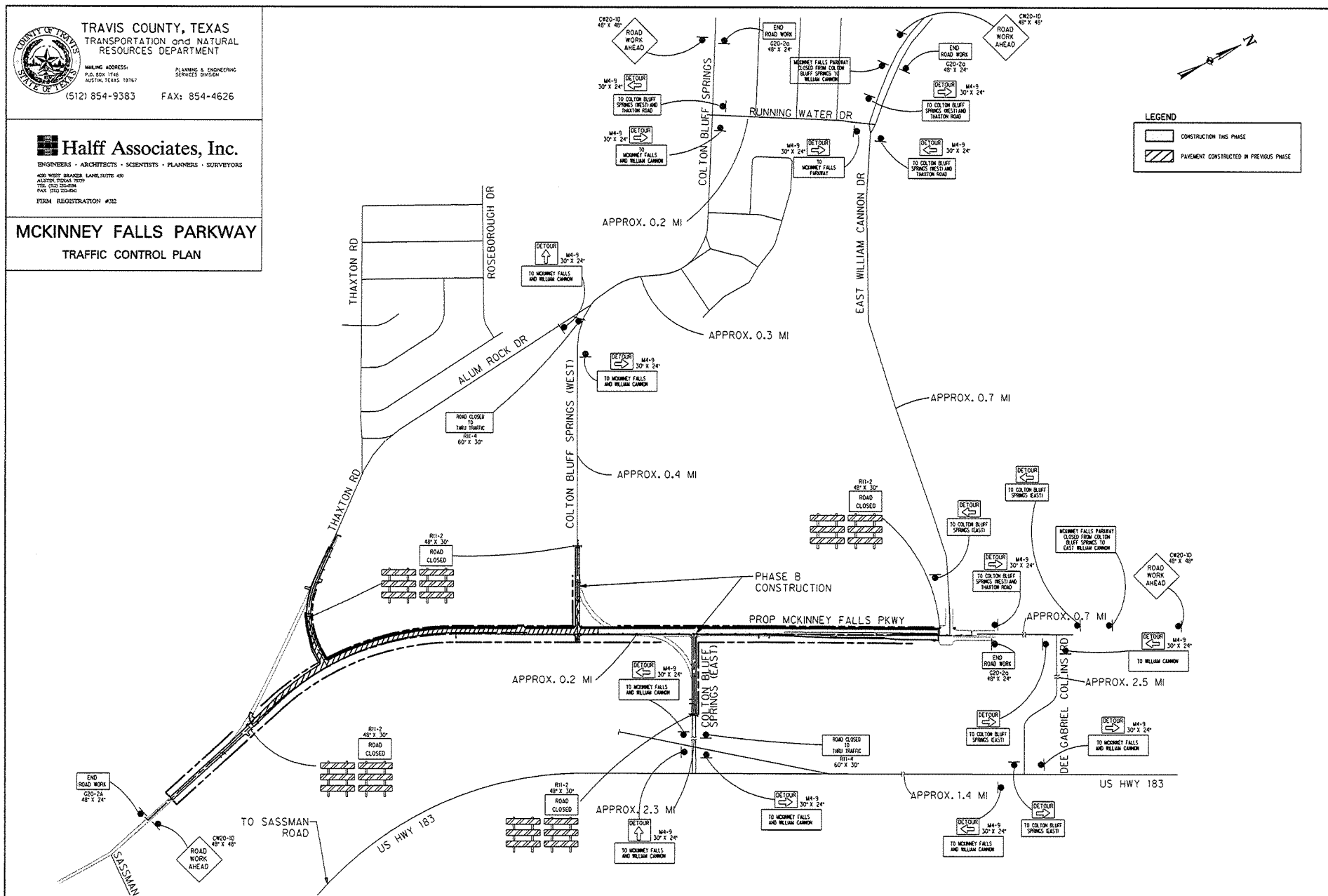


ENGINEERS • ARCHITECTS • SCIENTISTS • PLANNERS • SURVEYORS

400 WEST GRANGER LANE, SUITE 450
AUSTIN, TEXAS 78709
TEL (512) 252-8184
FAX (512) 252-8541

FIRM REGISTRATION #312

TRAFFIC CONTROL PLAN





NOTICE OF PUBLIC HEARING

Notice is hereby given that the Travis County Commissioners' Court, Travis County, Texas, will hold a Public Hearing on Tuesday, April 27, 2010, at 9:00 A.M. to consider the temporary closure of McKinney Falls Parkway between William Cannon Drive and Colton-Bluff Springs Road for roadway construction beginning on or about May 4, 2010 and continuing until August 31, 2010, or until construction is completed.

The Public Hearing will be held in the Commissioners' Courtroom in the Travis County Administration Building (first floor), 314 West 11th Street, Austin, Texas.

#

C6

Travis County Commissioners Court Agenda RequestVoting Session 4/13/10
(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 approving the setting of a Public Hearing on May 4, 2010, to receive comments regarding a request to authorize the filing of an instrument to vacate four 5' wide public utility easements on either side of the common lot lines between Lots 692 & 693 and Lots 693 & 694 and a 15' wide drainage easement centered along the common lot line of Lots 693 and 694 all being within Apache Shores, Section 3 – a subdivision within Precinct 3.

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

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

<u>Anna Bowlin:</u>	854-7561	Jim Fulton:	854-9383
<u>Chris Gilmore:</u>	854-9415	Don Grigsby:	854-7560

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 JUDGES OFFICE
10 APR -5 AM 9:07



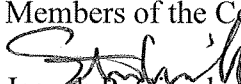
TRANSPORTATION AND NATURAL RESOURCES


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 on approving the setting of a Public Hearing on May 4, 2010, to receive comments regarding a request to authorize the filing of an instrument to vacate four 5' wide public utility easements on either side of the common lot lines between Lots 692 & 693 and Lots 693 & 694 and a 15' wide drainage easement centered along the common lot line of Lots 693 and 694 all being within Apache Shores, Section 3 – a subdivision within Precinct 3.

Summary and Staff Recommendation:

The applicant has requested the vacation of four 5' public utility easements (PUE) and a 15' wide drainage easement (DE). Two of the four PUEs are located along either side of the common lot line of Lots 692 and 693 with the other two being located along the common lot line of Lots 693 and 694. The DE is centered along the common lot line of Lots 693 and 694. All three lots are located within the subdivision of Apache Shores, Section 3. The property owner requests that these easements be vacated so that a proposed house and septic system will not encroach on the subject easements.

In regards to the drainage easement, Professional Engineer Kurt M. Prossner visited the site on January 26, 2010. After his visit to the site he sealed a letter detailing his findings and his recommendation. He states:

“It is our opinion that there is very little if any drainage that gets discharged into the drainage easement in question and we would recommend that Travis County consider the request to release that easement.”

Page 2

March 24, 2010

In regards to the four public utility easements, the utility companies operating in the area have stated that they have no need for the subject easements. All three lots front on Crazyhorse Pass, a street not maintained by Travis County. TNR recommends the vacation of these easements as described in the attached Order of Vacation and as shown on the attached field notes and sketches.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

Approving this vacation request will allow the property owner to construct their proposed house and septic system without encroaching on the subject easements.

Exhibits:

Order

Field Notes – PUE

Field Notes – DE

Letter of request (2)

Engineer's Letter

Utility sign-offs

Maps

PS:AMB:ps

1105 Apache Shores, Section 3

10-DE/PUE-01

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the owner of Lots 692, 693, and 694 of Apache Shores, Section 3, as recorded at Volume 50, Page 81 of the Plat Records of Travis County, Texas, has requested the vacation of four 5' public utility easements (PUE) and a 15' wide drainage easement (DE) with two of the PUEs being located along the common lot line of Lots 692 and 693, the other two being located along the common lot line of Lots 693 and 694, and the 15' DE being centered along the common lot line of Lots 693 and 694, as shown and referenced on said plat, in order to construct a house and septic system on said lots; and

WHEREAS, the utility companies, serving the area, have indicated that they have no need for the public utility easements requested to be vacated; and

WHEREAS, an independent professional engineer has visited the site and recommends the drainage easement be released; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the four 5' public utility easements and the 15' wide drainage easement; and

WHEREAS, a public hearing was held on May 4, 2010, pursuant to this action;

NOW, THEREFORE, the Commissioners Court of Travis County, Texas orders that the two 5' PUEs located along the common lot line of Lots 692 and 693, the two 5' PUEs located along the common lot line of Lots 693 and 694, and the 15' wide drainage easement centered along the common lot line of Lots 693 and 694, all being located within Apache Shores, Section 3 and as described in the attached field notes and sketches, 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

**FIVE FOOT WIDE PUBLIC UTILITY EASEMENT
869 SQ. FT. / 0.02 ACRE
(Lot 692 East line)**

COMMENCING at a ½" rebar rod marking the common front corner of Lots 692 and 693 of the Amended Plat of Apache Shores Section 3, recorded in Volume 50, Page 81, Plat Records of Travis County, Texas;

THENCE with the east boundary of said Lot 692, N01°27'W, 10.47 feet to a point for the Southeast corner of the herein described easement and its **POINT OF BEGINNING**.

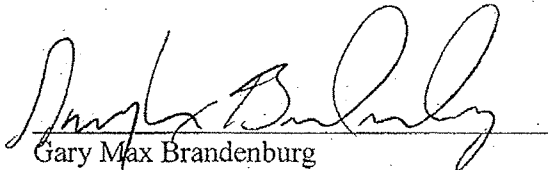
THENCE through the interior of said Lot 692 along curve to the left, having a radius of 195.22 feet for an arc distance of 5.24 feet to a point for the Southwest corner of the herein described easement;

THENCE continuing through the interior of said Lot 692, N01°27'W, 171.26 feet to a point for the Northwest corner of the herein described easement;

THENCE continuing through the interior of said Lot 692, N35°24'E, 8.34 feet to a point in the east boundary of said Lot 692 for the Northeast corner of the herein described easement;

THENCE with the east boundary of said Lot 692, S01°27'E, 176.36 feet to the **POINT OF BEGINNING**.

Prepared this the 2nd day of February, 2010.



Gary Max Brandenburg
Registered Professional Land Surveyor No. 5164
Texas Land Boundaries
2616 Junction Highway
Kerrville, Texas 78028
830-257-3839



**FIVE FOOT WIDE PUBLIC UTILITY EASEMENT
895 SQ. FT. / 0.02 ACRE
(Lot 693 West line)**

COMMENCING at a ½" rebar rod marking the common front corner of Lots 692 and 693 of the Amended Plat of Apache Shores Section 3, recorded in Volume 50, Page 81, Plat Records of Travis County, Texas;

THENCE with the west boundary of said Lot 693, N01°27'W, 10.47 feet to a point for the Southwest corner of the herein described easement and its **POINT OF BEGINNING**.

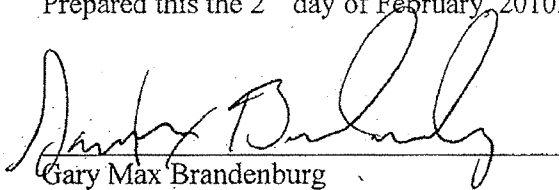
THENCE with the west boundary of said Lot 693, N01°27'W, 176.36 feet to a point for the Northwest corner of the herein described easement;

THENCE through the interior of said Lot 693, N35°24'00"E, 8.34 feet to a point for the Northeast corner of the herein described easement;

THENCE continuing through the interior of said Lot 693, S01°27'E, 181.60 feet to a point for the Southeast corner of the herein described easement;

THENCE continuing through the interior of said Lot 693, along a curve to the left, having a radius of 195.22 feet for an arc distance of 5.20 feet to the **POINT OF BEGINNING**.

Prepared this the 2nd day of February, 2010.



Gary Max Brandenburg
Registered Professional Land Surveyor No. 5164
Texas Land Boundaries
2616 Junction Highway
Kerrville, Texas 78028
830-257-3839



7.5 FOOT WIDE PUBLIC UTILITY EASEMENT
1288 SQ. FT. / 0.03 ACRE
(694 West line)

COMMENCING at a ½" rebar rod marking the common front corner of Lots 693 and 694 of the Amended Plat of Apache Shores Section 3, recorded in Volume 50, Page 81, Plat Records of Travis County, Texas;

THENCE with the west boundary of said Lot 694, N06°31'E, 10.07 feet to a point for the Southwest corner of the herein described easement and its **POINT OF BEGINNING**.

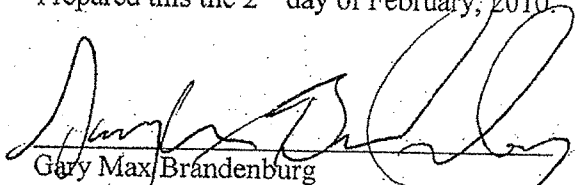
THENCE with the west boundary of said Lot 694, N06°31'E, 172.71 feet to a point for the Northwest corner of the herein described easement;

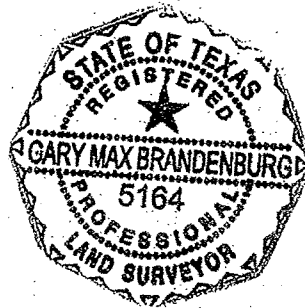
THENCE through the interior of said Lot 694, S75°18'E, 7.58 feet to a point for the Northeast corner of the herein described easement;

THENCE continuing through the interior of said Lot 694, S06°31'W, 170.90 feet to a point for the Southeast corner of the herein described easement;

THENCE continuing through the interior of said Lot 694, along a curve to the left, having a radius of 195.22 feet for an arc distance of 7.54 feet to the **POINT OF BEGINNING**.

Prepared this the 2nd day of February, 2010.


Gary Max Brandenburg
Registered Professional Land Surveyor No. 5164
Texas Land Boundaries
2616 Junction Highway
Kerrville, Texas 78028
830-257-3839



**7.5 FOOT WIDE PUBLIC UTILITY EASEMENT
1303 SQ. FT. / 0.03 ACRE
(693 East line)**

COMMENCING at a ½" rebar rod marking the common front corner of Lots 693 and 694 of the Amended Plat of Apache Shores Section 3, recorded in Volume 50, Page 81, Plat Records of Travis County, Texas;

THENCE with the east boundary of said Lot 693, N06°31'E, 10.07 feet to a point for the Southeast corner of the herein described easement and its **POINT OF BEGINNING**.

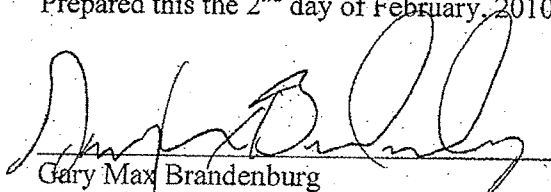
THENCE through the interior of said Lot 693 along curve to the left, having a radius of 195.22 feet for an arc distance of **7.57 feet** to a point for the Southwest corner of the herein described easement;

THENCE continuing through the interior of said Lot 693, N06°31'E, 174.81 feet to a point for the Northwest corner of the herein described easement;

THENCE continuing through the interior of said Lot 693, S75°18'E, 7.58 feet to a point in the east boundary of said Lot 693 for the Northeast corner of the herein described easement;

THENCE with the east boundary of said Lot 693, S06°31'W, 172.71 feet to the **POINT OF BEGINNING**.

Prepared this the 2nd day of February, 2010.


Gary Max Brandenburg
Registered Professional Land Surveyor No. 5164
Texas Land Boundaries
2616 Junction Highway
Kerrville, Texas 78028
830-257-3839



February 23, 2010

To: Travis County

From: Louie Hausman
Hausman Homes

Re: Vacation of Easement
Lots 692 & 693 Apache Shores, Section 3

We are requesting to vacate the 5' PUE on both sides of the common lot line between Lots 692 and 693 Apache Shores, Section 3.

This is necessary in order to build a single family residence and a septic system on the two lots.

Should you have any questions please feel free to call me.

Thank You,

Louie Hausman
Cell: 512-563-4447
Fax: 512-428-6580
Jhausman1@austin.rr.com
14201 Debba Drive
Austin, TX 78734

February 23, 2010

To: Travis County
From: Louie Hausman
Hausman Homes

Re: Vacation of Drainage Easement
Lots 693 & 694, Apache Shores, Section 3

We are requesting the vacation of the 7.5' drainage easement on each of the above referenced lots. This is necessary in order to make a single family residence and a septic system fit on these lots.

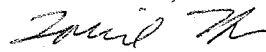
The easement is not needed because there is no drainage crossing the road here. The drainage culvert was installed further down this street.

Enclosed please find:

- * Metes and Bounds description sealed by an RPLS
- * Sketch showing easement to be vacated
- * Sealed drainage study

If you have any questions please do not hesitate to call .

Thank You,



Louie Hausman

Cell: 512-563-4447

Jhausman1@austin.rr.com

Prossner and Associates, Inc.
Consulting Engineers

2601 Chitina Court
Cedar Park, Texas 78613
(512) 918-3343

January 28, 2010

Ms. Stacey Scheffel
Travis County TNR
411 West 13th Street
Austin, Texas 78701

Re: Lots 693 and 694, Apache Shores Subdivision

Ms. Scheffel,

We have been asked by the Owner of Lots 693 and 694 of the Apache Shores Subdivision to review the existing drainage in the area of the Lots to support their request for the release of a fifteen (15) foot drainage easement along the common property line of the Lots. The easement was dedicated by the original Plat and is located in a place that greatly limits what can be constructed on either Lot due to the requirements of setbacks from a septic system.

We visited the site on January 26, 2010 and reviewed what the conditions are. It appears a majority of the drainage from Crazyhorse Pass and upstream properties is being discharged into an exiting 18" CGMP located across the street from Lot 692. The culvert discharges the runoff right at the common corner of Lot's 692 and 1532. It is our opinion that there is very little if any drainage that gets discharged into the drainage easement in question and we would recommend that Travis County consider the request to release that easement.

Attached to this letter is a sketch of the easement in question to be released and a overall drainage area map indicating where we believe the off site flows are being discharged. Should you require any additional information please contact our office.

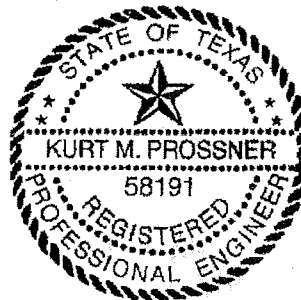
Sincerely,

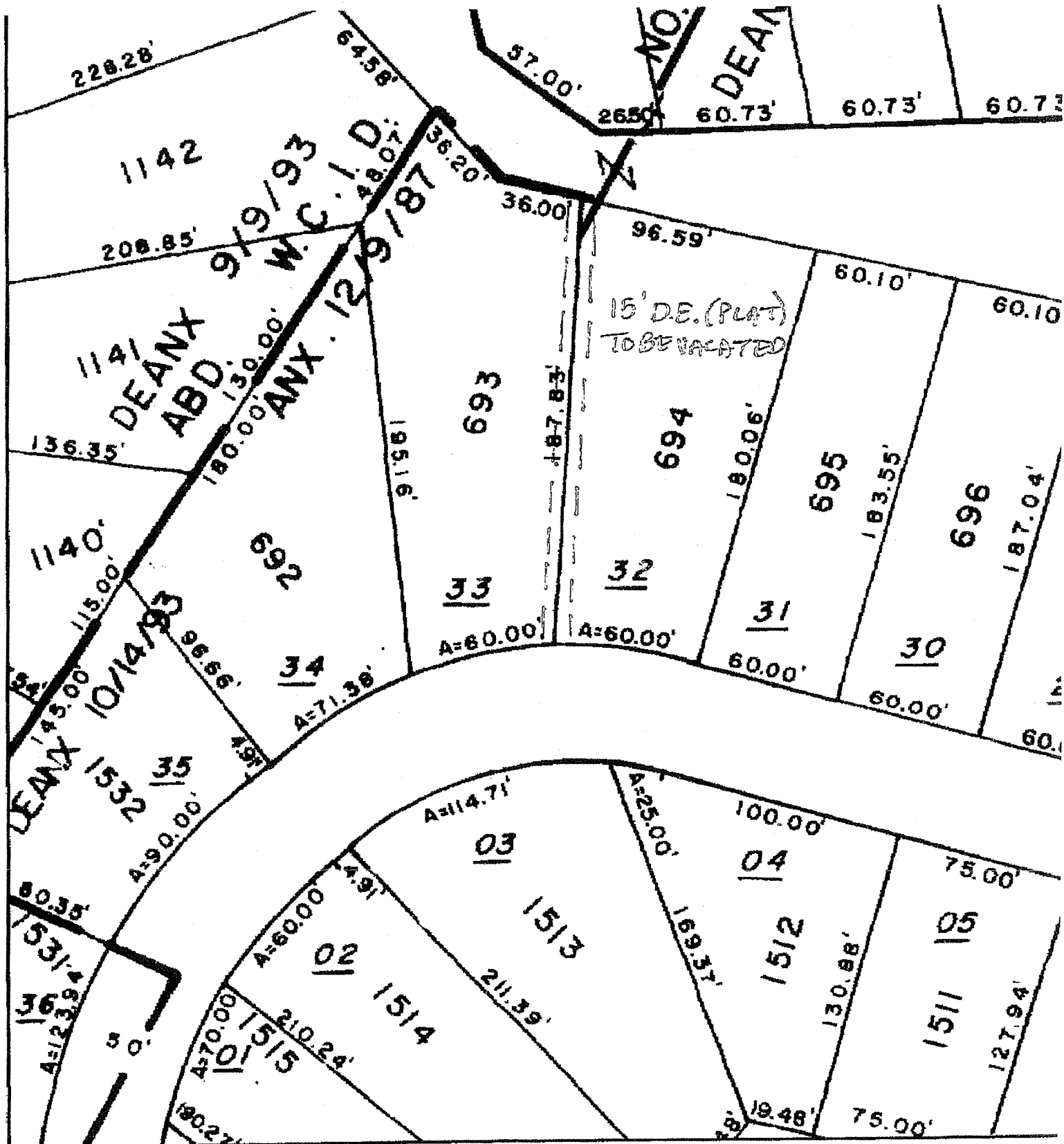


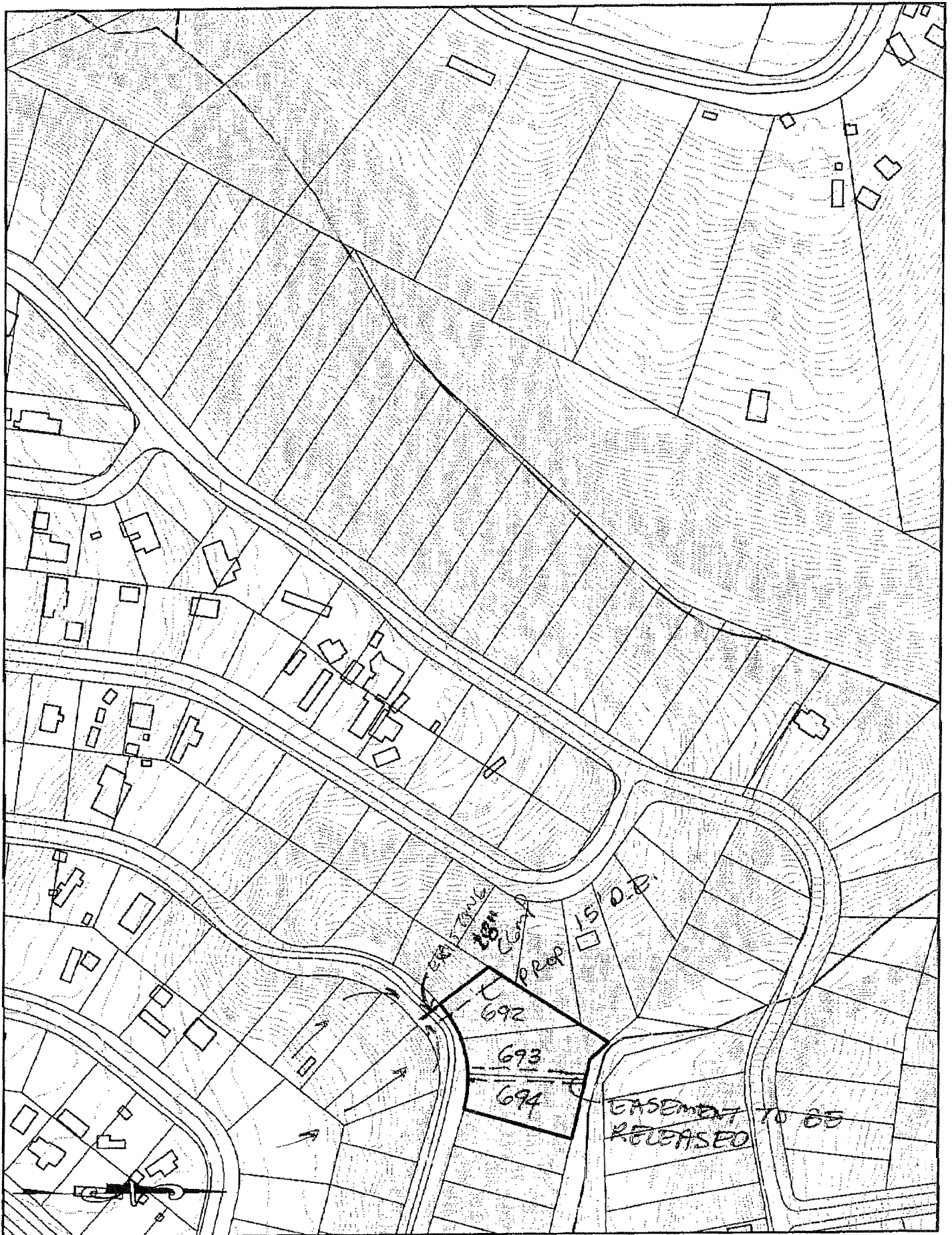
Kurt M. Prossner, P.E.

Cc: Mr. Lois Hausman

File:crazyhorse/easement_release.doc









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 2401 + 22406 Crazy Horse Pass (address) and/or Lot 6922693 Apache Shores Sub 3 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

☒ We do not have need for an easement on the property as described in the accompanying document.

☐ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Henry W Marley 2.22.10

Deborah S. Gernes
Signature

Deborah S. Gernes
Printed Name

General Manager
Title

TR. Cty. WC #10 #17
Utility Company or District

2-23-2010
Date

Please return this completed form to:

Name

Address

City/State/Zip

M:\ADMIN\ACE\PERMITS\FORMS\STMT.WPD
11/27/01 paa

Revised

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 # 490Q, WZ-32

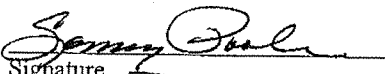
EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at **2404 & 2406 Crazyhorse Pass** (address) and/or **lots 692 & 693 Apache Shores, Sec 3** 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
Sydney Poole
Printed Name
Acting Mgr. Public Involvement & Real Estate
Title
Austin Energy
Utility Company or District
2-26-2010
Date

Please return to:

Louie Hausman
14201 Debba Dr.
Austin, Texas 78734



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH E. 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 2404 12406 Crazyhorse Pass (address) and/or Lot 6922693 Apache Shores Sub 3 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

☒ We do not have need for an easement on the property as described in the accompanying document.

☐ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert

Signature

Laurie Schumpert

Printed Name

Designer

Title

Time Warner Cable - Central TX

Utility Company or District

March 1, 2010

Date

Please return this completed form to:

And Fax to:

512/428-6580

Hausman Homes

Name

14201 Debba Dr.

Address

Austin, TX 78734

City/State/Zip



12012 N. Mopac Expressway
512/485-6417 (Laurie Schumpert)

Austin, TX 78758
512/485-4092 (Fax)

APPLICATION FOR VACATION OF EASEMENT

Please Print

Application is hereby made for the release of the following easement(s) as described below:

The easement is on property legally described as:

Subdivision: Apartments Sherpa Section: 3 Block: _____

Lot Numbers: 692 & 693 & 694

Street Address: 2404 & 2406 Crazyhorse Pass

As recorded in Volume 50, Page 81, of the Plat Records of Travis County, Texas

Provide common description of the easement requested for release, indicating the amount of the easement to be released:
(Example: Five foot P.U.E. & D.E. on either side of the common lot line between lots X and Y).

Please provide a survey or plat of the area with the easement to be released highlighted.

5' PUE on either side of the common lot line between
lots 692 & 693

Reason for requesting release (Example: Single Family Residence, Accessory Building, etc)

Single Family Residence

Please note: If multiple owners are making this request, complete name, address, phone must be provided for all.

Property Owner's name(s): Thomas Weir WRIT

Mailing Address: 14201 Debbia Dr. Austin TX 78734

Number & Street City State Zip

Phone: 512 563 4447 512 563 4447 512 428-6580

Day Time

Cell

Fax

I authorize the following person/company to act in my behalf as my designated agent:

Name of agent/company: Hausman Homes Louise Hausman

Name of Company

Name of Contact

Phone: 512 563-4447 512 563-4447 512 428-6580

Day Time

Cell

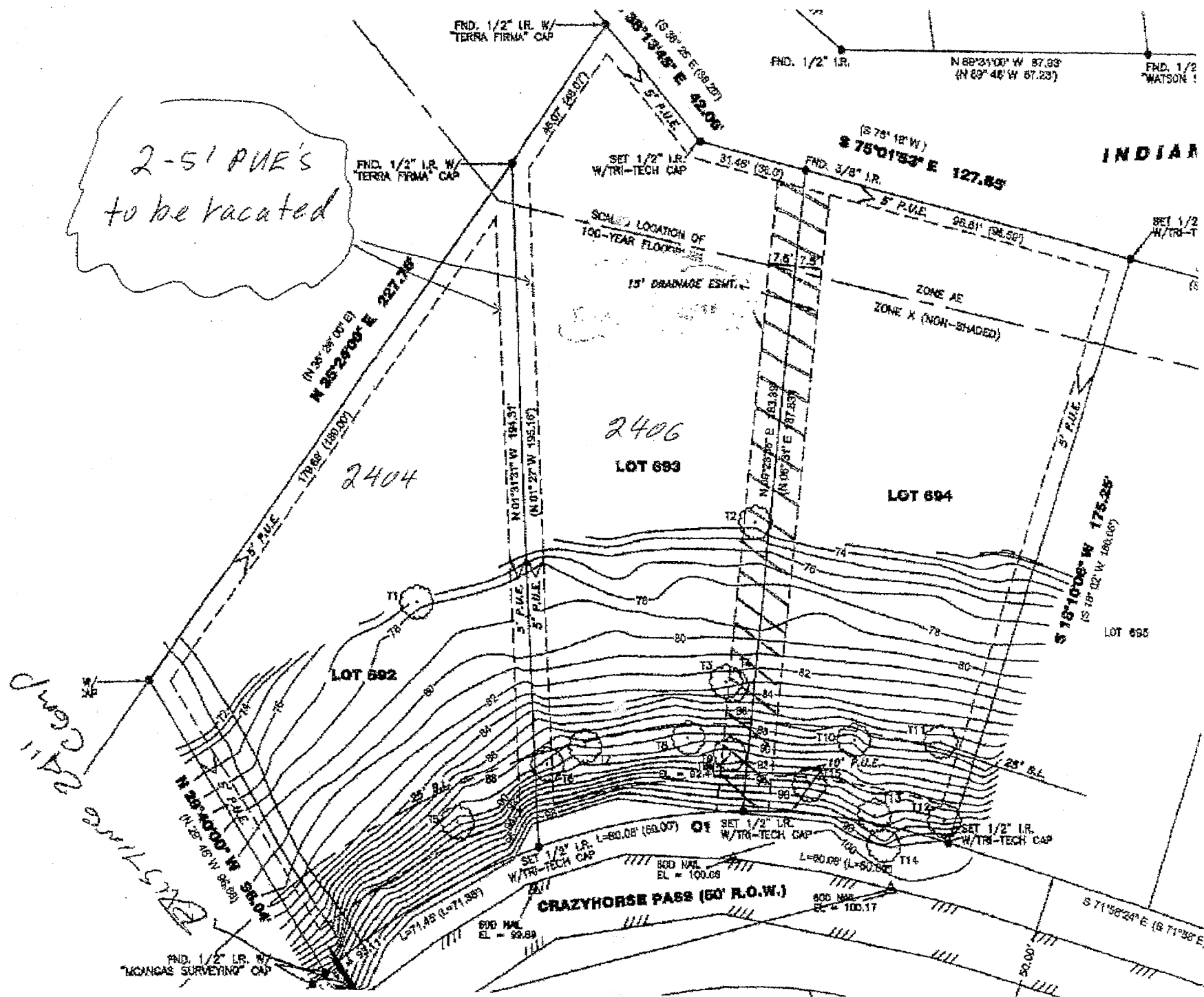
Fax

The undersigned Owner/Applicant/Agent understands that the processing of the Easement Release Application will be handled in accordance with procedure for requesting release of easements established by Time Warner Cable. It is further understood that acceptance of this application does not obligate Time Warner Cable to release the subject easement

[Signature]
Signature of Applicant/Agent

2-23-10
Date







SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, AND W. Thomas Weir, 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 692,693 and 694, Apache Shores, Section 3, of said subdivision, Deed of record in Document 2009071153, 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 692, 693 and 694, 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



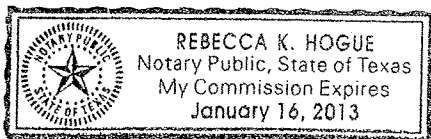
Name: STEVE FOUGERON


Title: DESIGN ENG.

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 4th day of MARCH, 2010.




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
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 2406 & 2408 Crazy Horse Pass (address) and/or lots 693 & 694 (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.

Henry W. Marley 2.24.10
Reviewer / Date

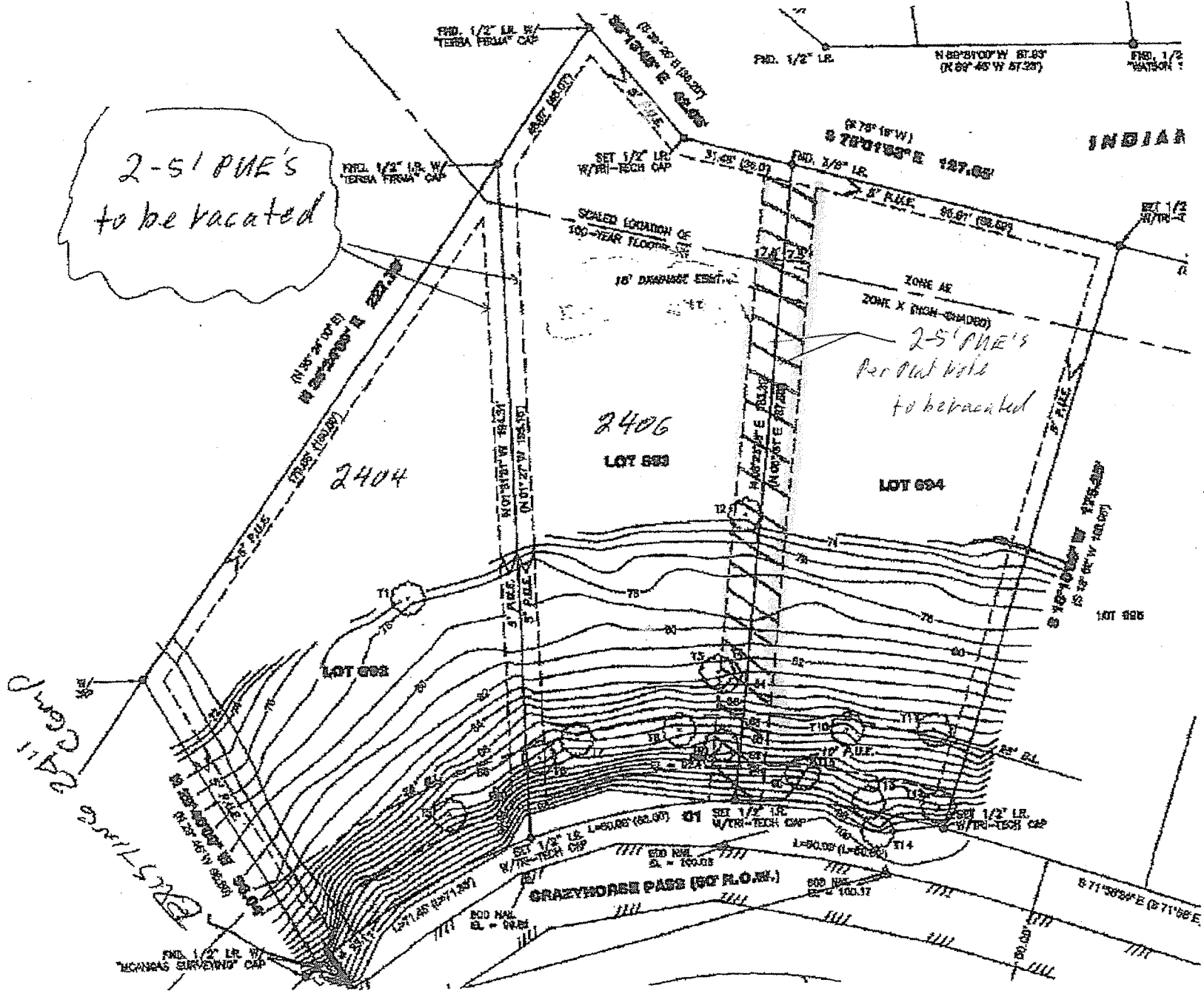
Deborah J. Gernes
Signature
Deborah J. Gernes
Printed Name
General Manager
Title
TR. Cty. WC+10 #17
Utility Company or District
2-25-10
Date

Please return this completed form to:

Name

Address

City/State/Zip



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 # 490Q, WZ-32

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 2406 & 2408 Crazyhorse Pass (address) and/or lots 693 & 694 Apache Shores, Sec 3 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.

Jonny Poole
Signature

Jonny Poole
Printed Name

Acting Mgr Public Involvement & Real Estate
Title

Austin Energy
Utility Company or District

2-26-2010
Date

Please return to:

Louie Hausman
14201 Debba Dr.
Austin, Texas 78734



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 2906 + 2408 Crazyhorse Pass (address) and/or lots 693 + 694 Apache Shores Sub 3 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

☒ We do not have need for an easement on the property as described in the accompanying document.

☐ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert
Signature

Laurie Schumpert
Printed Name

Designer
Title

Time Warner Cable
Utility Company or District

March 1, 2010
Date

March 1, 2010
Date

Please return this completed form to:

And Fax:

512/428-6580

Hausman Homes
Name

14201 Debba Dr.
Address

Austin, TX 78734
City/State/Zip

Austin, TX 78734
City/State/Zip



12012 N. Mopac Expressway
512/485-6417 (Laurie Schumpert)

Austin, TX 78758
512/485-4092 (Fax)

APPLICATION FOR VACATION OF EASEMENT

Please Print

Application is hereby made for the release of the following easement(s) as described below:

The easement is on property legally described as:

Subdivision: Apache Shores Section: 3 Block: _____

Lot Numbers: 693 & 694

Street Address: 2406 & 2408 Crazyhorse Pass

As recorded in Volume 50, Page 81, of the Plat Records of Travis County, Texas

Provide common description of the easement requested for release, indicating the amount of the easement to be released:
(Example: Five foot P.U.E. & D.E. on either side of the common lot line between lots X and X).

Please provide a survey or plat of the area with the easement to be released highlighted.

5' PUE either side of the common lot line between
lots 693 & 694

Reason for requesting release (Example: Single Family Residence, Accessory Building, etc)

Single Family Residence

Please note: If multiple owners are making this request, complete name, address, phone must be provided for all.

Property Owner's name(s): Thomas Weir

Mailing Address: 14201 Debba Dr. Austin TX 78734
Number & Street City State Zip

Phone: 512 563-4447 512 563-4447 512 428-6580
Day Time Cell Fax

I authorize the following person/company to act in my behalf as my designated agent:

Name of agent/company: Hausman Homes Laurie Hausman
Name of Company Name of Contact

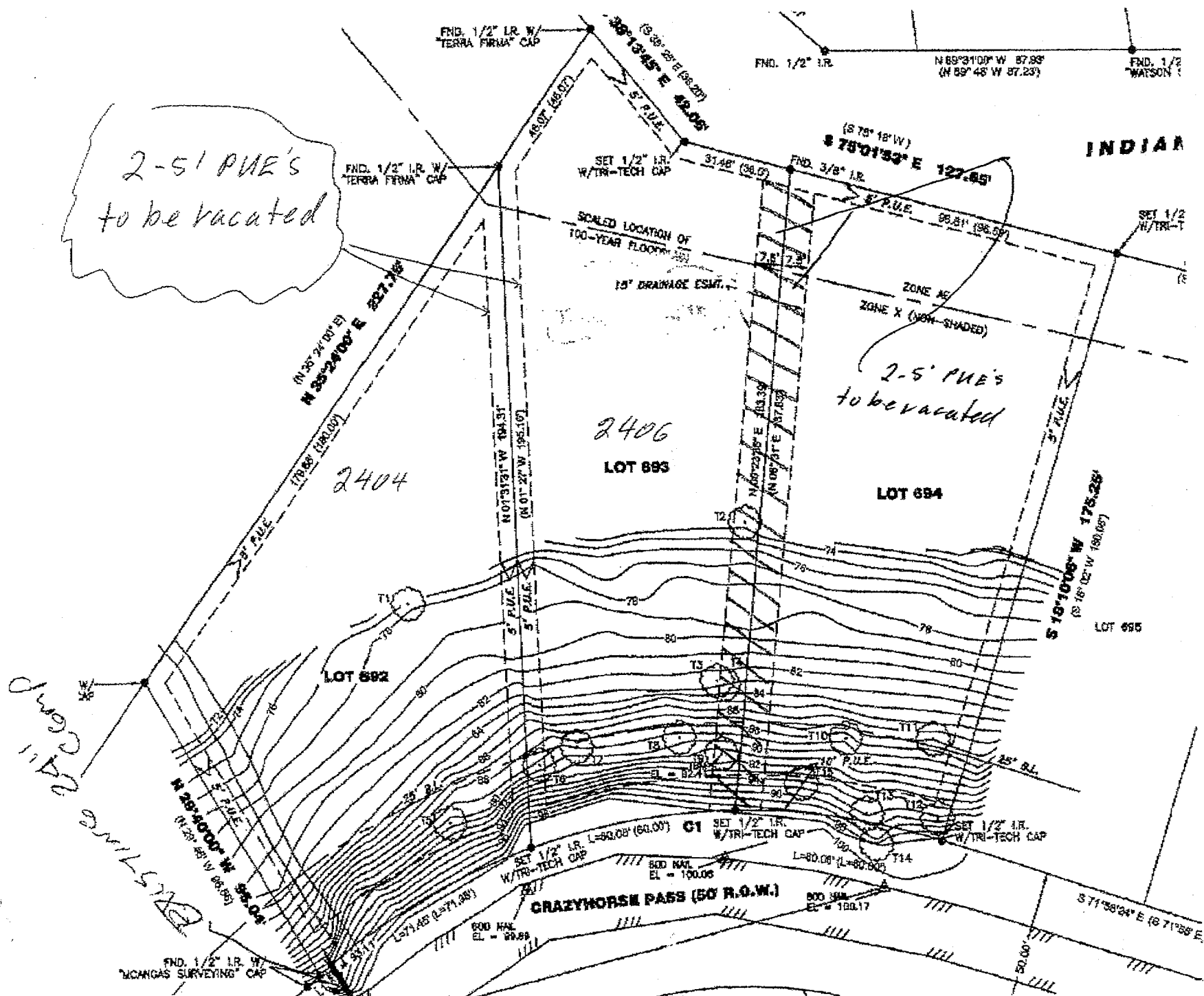
Phone: 512 563-4447 512 563-4447 512 428-6580
Day Time Cell Fax

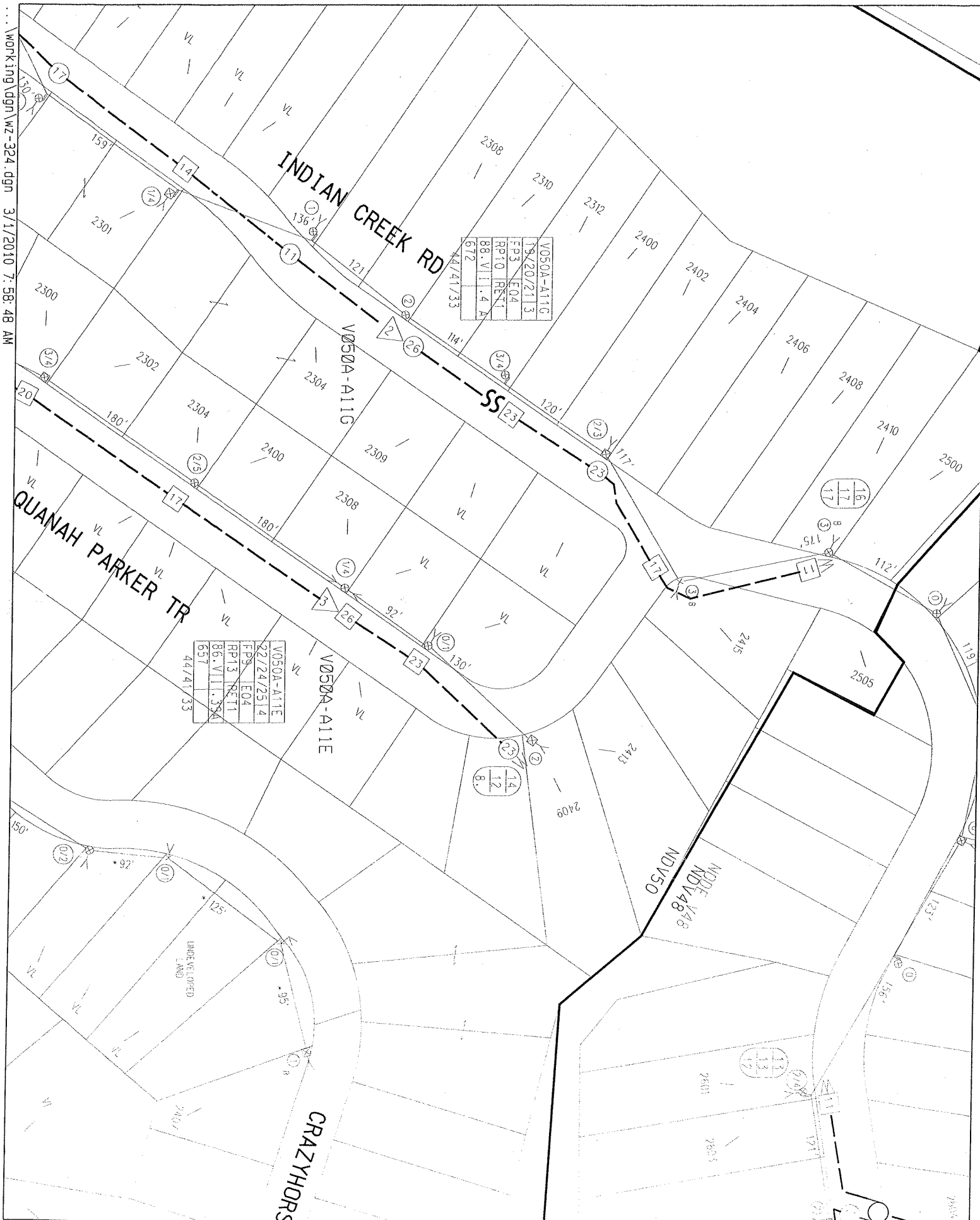
The undersigned Owner/Applicant/Agent understands that the processing of the Easement Release Application will be handled in accordance with procedure for requesting release of easements established by Time Warner Cable. It is further understood that acceptance of this application does not obligate Time Warner Cable to release the subject easement

[Signature]
Signature of Applicant/Agent

2-24-10
Date

14201 Debba Dr. Austin, TX 78734







SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, AND W. Thomas Weir, 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 692,693 and 694, Apache Shores, Section 3, of said subdivision, Deed of record in Document 2009071153, 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 692, 693 and 694, 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

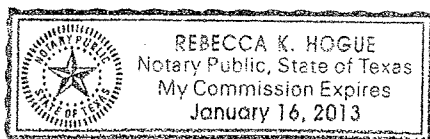
Name: STEVE FOUGERON

Title: DESIGN ENG.

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 4th day of MARCH, 2010.

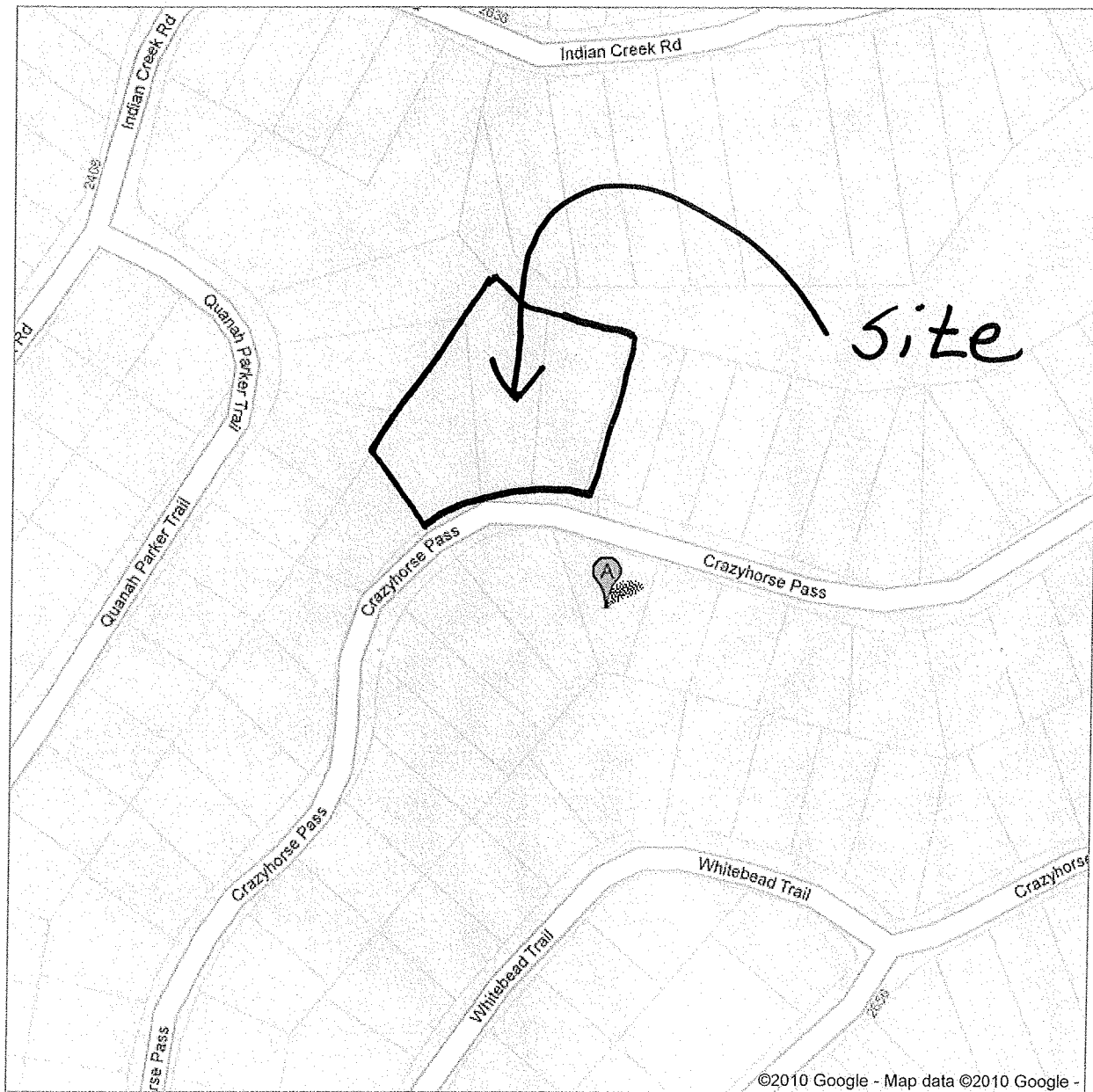


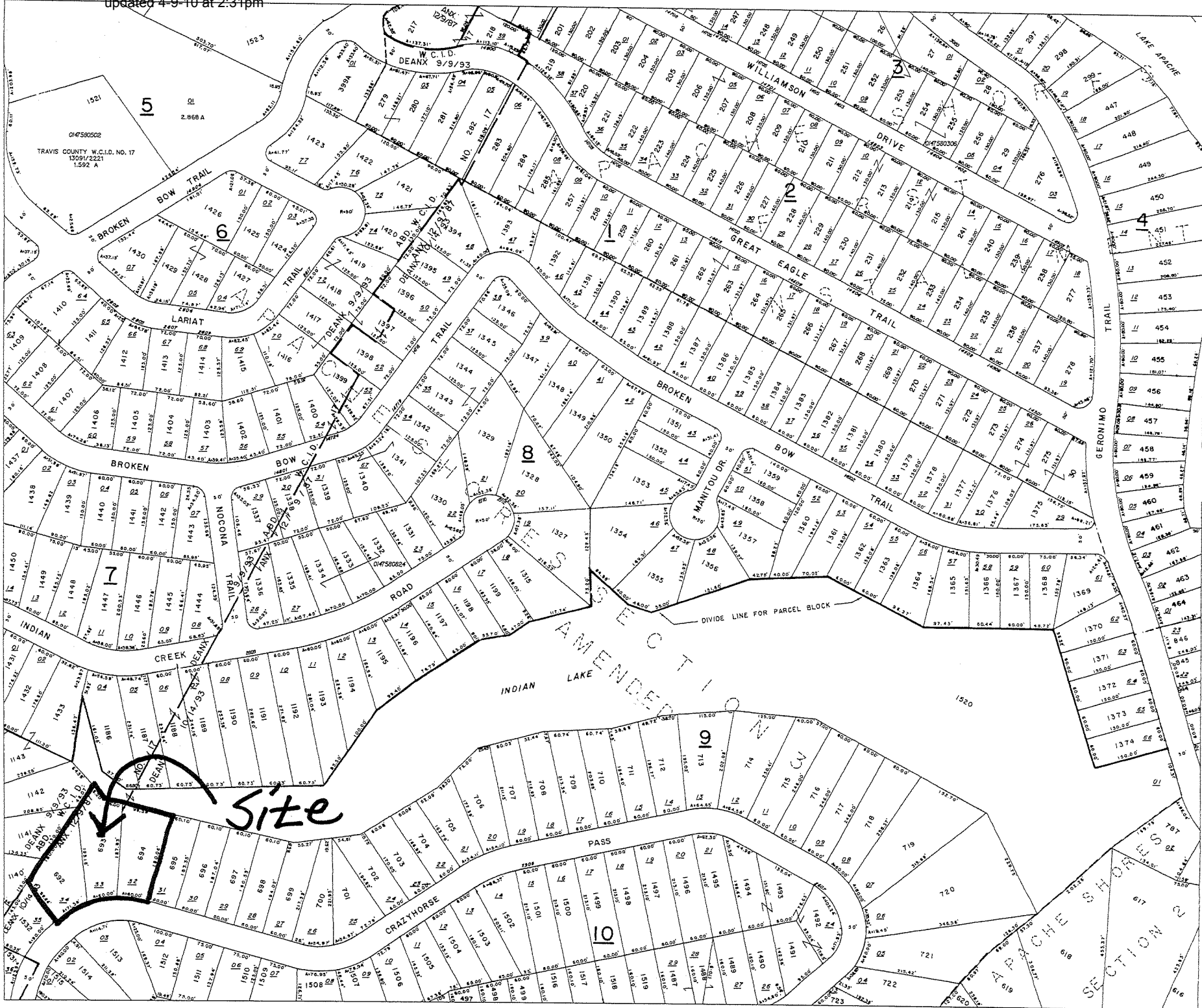
Rebecca K. Hogue
Notary Public in and for the State of TEXAS
My Commission Expires JAN. 16, 2013

Google maps

Address **2407 Crazyhorse Pass**
Austin, TX 78734

Notes Request to vacate four 5' PUEs
and one 15' wide DE located on
Lots 692-694 of Apache Shores,
Section 3. Precinct 3,
Commissioner Huber.

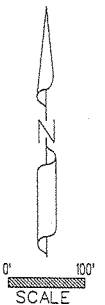




REVISIONS
08/26/2003 GMR

JURISDICTIONS
LAKE TRAVIS ISD
TCESD NO.6
TRAVIS COUNTY

TRAVIS CENTRAL APPRAISAL DISTRICT
P.O. Box 149012
Austin, TX 78714
Internet Address WWW.TRAVISCAD.ORG
Main Telephone Number (512)834-9317
Fax Number (512)835-3328
Appraisal Information (512)834-9138
TDD (512)836-3328



MAP NO.
14758

15060	15058	15055
14760	14758	14755
14560	14558	14555

1" = 400' MAP
REFERENCE
14257

#

C7

Travis County Commissioners Court Agenda RequestVoting Session 4/13/10
(Date)Work Session _____
(Date)

I. A. Request made by: For 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. **Approve setting a public hearing date for May 18, 2010, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lots 23 & 24 Tres Vistas Subdivision. (Revised Plat – 2 Lots – 2.10 acres – Vista Estates Court – No fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).**

B. Approved by:

Karen Huber
Commissioner Karen Huber, Precinct Three

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

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

___ Additional funding for any department or for any purpose

___ Transfer of existing funds within or between any line item budget

___ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGES OFFICE
10 APR -5 AM 9:07



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

BACK-UP MEMORANDUM

March 16, 2010

TO: Members of the Commissioners' Court

THROUGH:  Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director, Development Services

SUBJECT: Revised Plat of Lots 23 & 24 Tres Vistas Subdivision, Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on:

- A. Approve setting a public hearing date for May 18, 2010, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lots 23 & 24 Tres Vistas Subdivision. (Revised Plat – 2 Lots – 2.10 acres – Vista Estates Court – No fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

The property owners of lots 23 and 24 wish to revise the existing plat by relocating the existing lot line approximately 63 feet to the west to provide more suitable building locations for residences. These lots are platted from Vista Estates Court. There are no new public or private streets proposed with this revised plat. Parkland fees are not required for this revised plat.

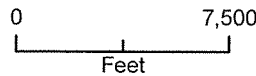
As this plat application meets all Travis County standards, TNR staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:

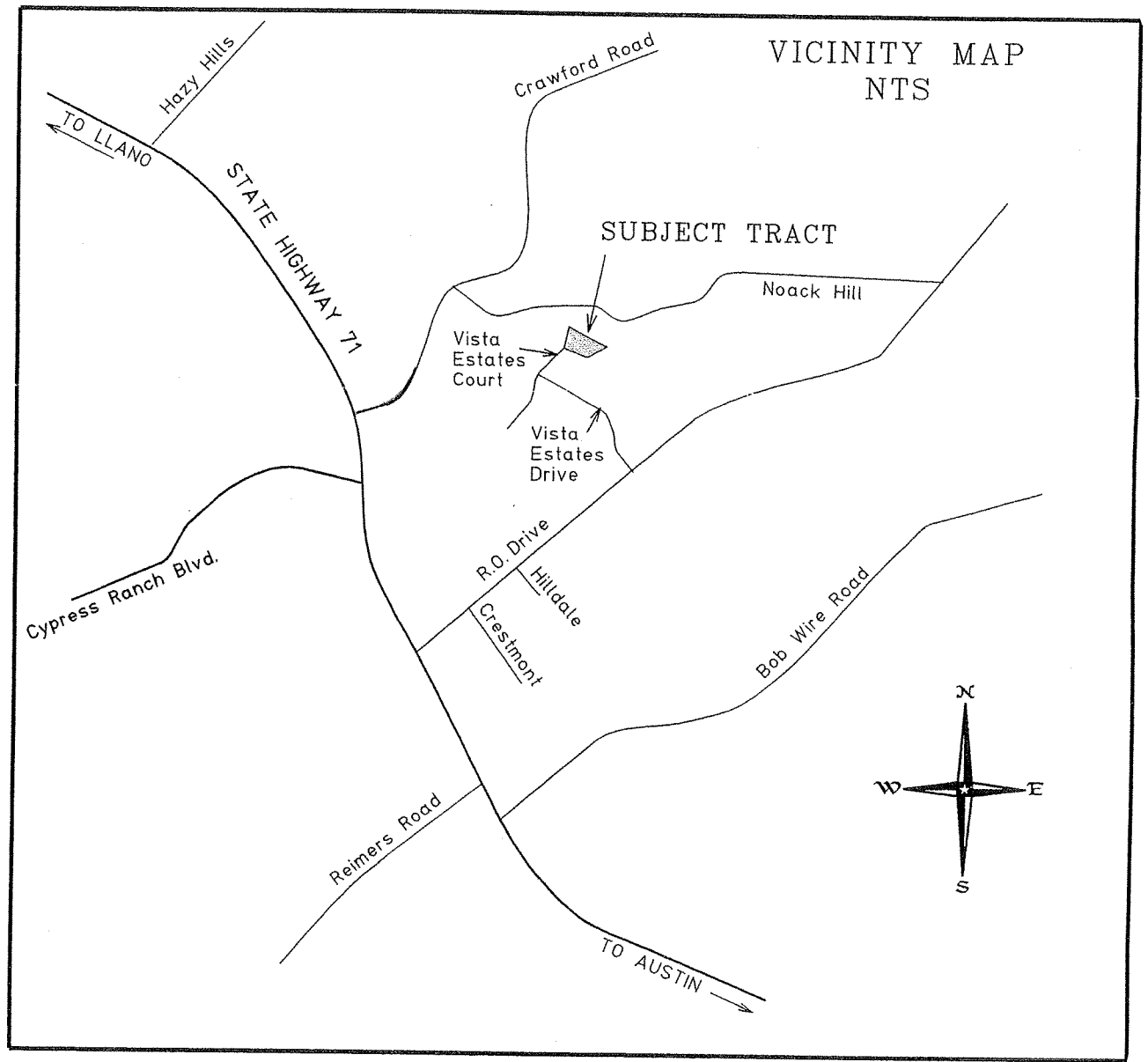
As part of the requirements for a plat revision, a notice of public hearing sign will be placed on the subject property to announce the date, time, and location of the public hearing. Should staff receive any inquiries from adjacent property owners as a result of the sign placement, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

BUDGETARY AND FISCAL IMPACT:

Source(s): Property Lines - TCAD 07/2007,
Roads - Travis County 04/2007, Jurisdictions-
06/2007, Subdivisions - July 2006,
Contours - CAPCO 1997, Creeks - NHD
2005, Flood plain - FEMA Prelim 2005.



Map Prepared by: Travis County,
Department of Transportation &
Natural Resources
<http://www.co.travis.tx.us/maps>

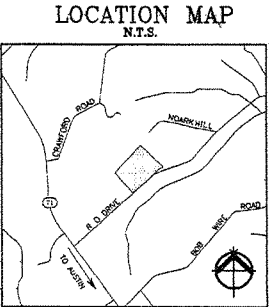
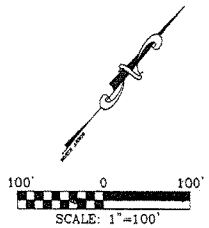
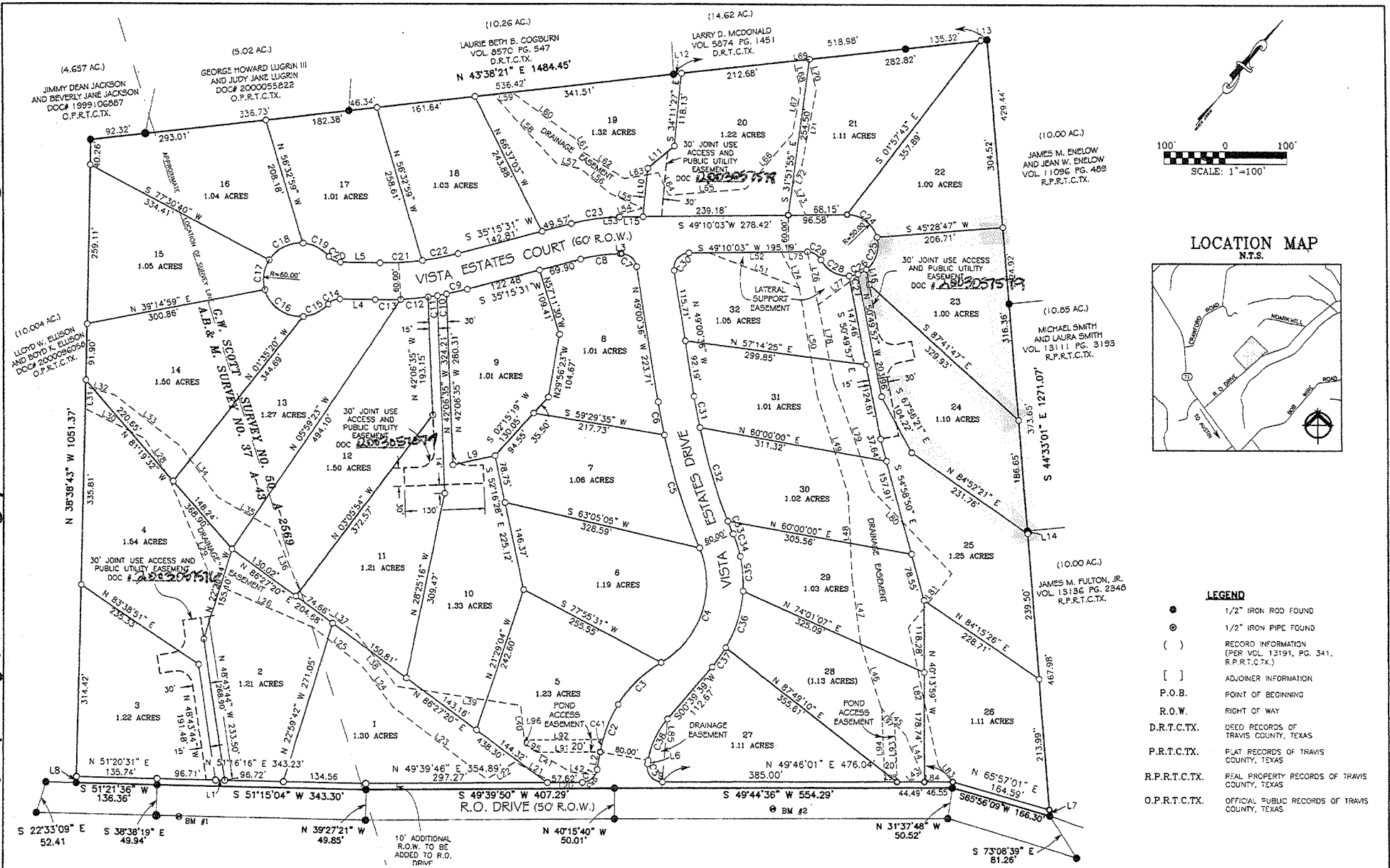


EXISTING PLAT

203300052

3-17-2003 #8100

PHOTOGRAPHIC MYLAR



LEGEND

●	1/2" IRON ROD FOUND
⊙	1/2" IRON PIPE FOUND
()	RECORD INFORMATION (PER VOL. 12191, PG. 341, R.P.R.T.C.TX.)
[]	ADJOINER INFORMATION
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
D.R.T.C.TX.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
P.R.T.C.TX.	PLAT RECORDS OF TRAVIS COUNTY, TEXAS
R.P.R.T.C.TX.	REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.T.C.TX.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BENCHMARK LIST - VERTICAL DATUM = NAVD88
 BM 1# = RR SPIKE IN POWER POLE - ELEVATION = 979.71'
 BM 2# = COTTON SPINDLE SET IN ASPHALT - ELEVATION = 894.73'

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

SHEET 1 OF 3

TRES VISTAS SUBDIVISION PLAT

LOOMIS AUSTIN LAND • WATER • PROPERTY
 3103 Bee Caves Road, Suite 225, Austin, Texas 78746
 Phone: (512) 327-1180; Fax: (512) 327-4062; www.loomis-austin.com
 FILE: W\SURVEY\SKINNER TRACT\WORK\SKINNER PLAT.DWG. SCALE: NO SCALE CHECKED BY:
 DATE: MARCH 4, 2002 DRAWN BY: LC JOB # 010824 PLAN # 1019

Legend

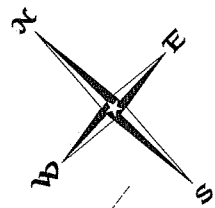
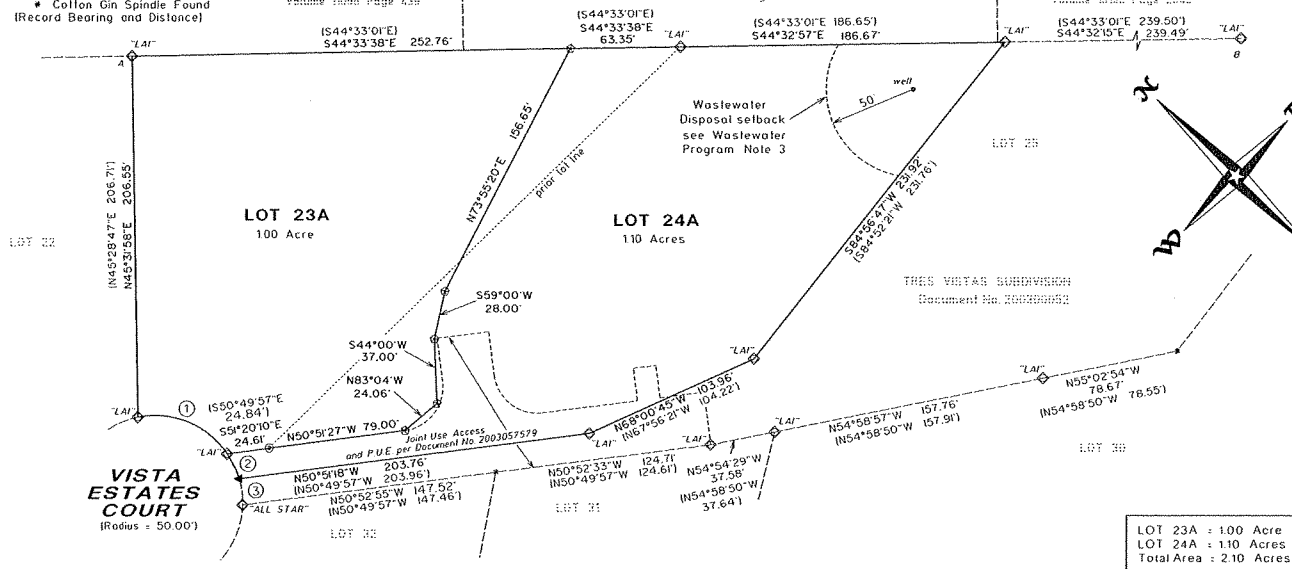
- ⊙ 1/2" Iron Rod Found
- ⊠ Copied Iron Rod Found (as noted)
- ⊙ 1/2" Iron Rod Set with plastic cap imprinted with "Holt Carson Inc."
- ▼ PK Nail Found
- Cotton Gin Spindle Found (Record Bearing and Distance)

JAMES H. HENLOW
AND JEAN W. HENLOW
(10.88 Acres)
Volume 1998 Page 438

MICHAEL SMITH
AND LARA SMITH
(10.88 Acres)
Volume 1998 Page 5183

JAMES H. HENLOW, JR.
(10.88 Acres)
Volume 1998 Page 2345

SCALE 1" = 50'

REVISED PLAT OF LOTS 23 AND 24 OF
TRES VISTAS SUBDIVISION

NOTE
Orientation for this survey was based upon a bearing of S43°30'E
between points A and B labeled hereon.

CURVE DATA

①	②	③
Δ = 67°22'53"	Δ = 18°06'55"	Δ = 17°30'11"
R = 50.00'	R = 50.00'	R = 50.00'
T = 33.33'	T = 7.97'	T = 7.70'
C = 55.47'	C = 15.74'	C = 15.21'
A = 58.80'	A = 15.81'	A = 15.27'
CB = S21°18'48"E	CB = S20°13'18"W	CB = S39°21'54"W
(N21°35'21"W)	(N21°35'21"E)	(N38°52'02"E)
(C=55.46')	(C=15.77')	(C=15.00')
(A=57.78')	(A=15.84')	(A=15.06')

THE STATE OF TEXAS
THE COUNTY OF TRAVIS
KNOW ALL BY THESE PRESENTS

That I, Darryl L. Wood, owner of Lot 24, Tres Vistas Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200300052 of the Official Public Records of Travis County, Texas, said Lot 24 having been conveyed to me by Warranty Deed recorded in Document No. 2007192491 of the Official Public Records of Travis County, Texas, and

That we, Ralph Lynn Nichols and Patricia Nichols, owners of Lot 23, Tres Vistas Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200300052 of the Official Public Records of Travis County, Texas, said Lot 23 having been conveyed to us by Warranty Deed recorded in Document No. 2004200786 of the Official Public Records of Travis County, Texas,

do hereby amend said lots, comprising a total of 210 acres of land, pursuant to Chapter 232.009 of the Texas Local Government Code, and in accordance with the attached map or plat to be known as the

"REVISED PLAT OF LOTS 23 AND 24 OF TRES VISTAS SUBDIVISION"
subject to any easements and/or restrictions heretofore granted, and do hereby dedicate to the Public Use of the streets and easements shown hereon

WITNESS MY HAND this the ____ day of _____, A.D. 2010

Darryl L. Wood
6500 Champion Grandview Way
Apartment No. 26008
Austin, Texas 78669

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, the undersigned authority, on this the ____ day of _____, A.D. 2010, did personally appear Darryl L. Wood, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and he acknowledged before me that he executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC _____
Printed Name _____
Commission Expires _____

THIS SUBDIVISION IS LOCATED OUTSIDE OF THE CITY OF AUSTIN'S EXTRA-TERRITORIAL JURISDICTION.

Greg Guernsey Director
Planning and Development Review Department

WITNESS OUR HANDS this the ____ day of _____, A.D. 2010.

Ralph Lynn Nichols
4501 Vista Estates Court
Austin, Texas 78617

Patricia Nichols
4501 Vista Estates Court
Austin, Texas 78617

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, the undersigned authority, on this the ____ day of _____, A.D. 2010, did personally appear Ralph Lynn Nichols and Patricia Nichols, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and they acknowledged before me that they executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC _____
Printed Name _____
Commission Expires _____

THE STATE OF TEXAS *
THE COUNTY OF TRAVIS *

I, Dana DeBeauvoir, Clerk of Travis County, Texas, do hereby certify that the foregoing Instrument of Writing and its Certificate of Authentication was filed for record in my office on the ____ day of _____, 2009, A.D., at ____ o'clock ____ M., duly recorded on the ____ day of _____, 2009, A.D., at ____ o'clock ____ M., of said County and State in Document Number _____ Official Public Records of Travis County.
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, this the ____ day of _____, 2009, A.D.

DANA DEBEAUVOIR, COUNTY CLERK TRAVIS COUNTY, TEXAS

Deputy

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

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

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

THE STATE OF TEXAS *
THE COUNTY OF TRAVIS * I, Dana Debeauvoir, Clerk of the County Court of Travis County, Texas, do hereby certify that on the ____ day of _____, A.D., 2009, the Commissioners' Court of Travis County, Texas, passed an order authorizing the filing for record of this plat and that said order was duly entered in the minutes of said Court.

WITNESS MY HAND AND SEAL OF OFFICE OF THE County Court of said County, this the ____ day of _____, A.D., 2009.

Dana Debeauvoir, County Clerk
Travis County, Texas

By _____
Deputy

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES

1. No structure in this subdivision shall be occupied until connected to a public sewer system or a private on-site sewage disposal system which has been approved by the Travis County On-Site Wastewater Program.
2. No structure in this subdivision shall be occupied until connected to a potable water supply from an approved public water system.
3. No on-site wastewater disposal system may be installed within 100 feet of a private water well nor may an on-site wastewater disposal system be installed within 150 feet of a public water well.
4. No construction may begin on any lot in this subdivision until plans for the private on-site sewage disposal system are submitted to and approved by the Travis County On-Site Wastewater Program.
5. All development on all lots in this subdivision must be in accordance with the minimum requirements of Texas Administrative Code Chapter 285 and Travis County Code Chapter 48.
6. The designer and installer of the on-site sewage facility (OSSF) must note that the entire OSSF system will be installed in the Water Quality Transition Zone (WQTZ) and must design and install the OSSF in accordance as required.
7. These restrictions are enforceable by the Travis County On-Site Wastewater Program and/or lot owners within the subdivision.

Stacey Scheffel, D.R.
Program Manager On-site Waste Water Program
Travis County-TNR

date

REVISED PLAT OF LOTS 23 AND 24 OF TRES VISTAS SUBDIVISION

SURVEYOR CERTIFICATION:

I, Holt Carson, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat and subdivision is based upon an actual survey made on the ground, and is true and correct to the best of my knowledge.

Holt Carson _____ Date _____
Registered Professional Land Surveyor No. 5166
HOLT CARSON, INC. 1904 Fortview Road Austin, Texas 78704
(512)-442-0990

100 YEAR FLOOD PLAIN NOTE:

No portion of this tract is within the designated flood hazard area as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Nos. 48453C0380H and 48453C0385H, Travis County, Texas, dated September 26, 2008.
As checked by:

Holt Carson _____ Date _____
Registered Professional Land Surveyor No. 5166
HOLT CARSON, INC.

GENERAL NOTES:

- 1) Travis County development permit required prior to any site development.
- 2) Utilities for this subdivision will be provided as follows:
Water On-Site Private Well
Wastewater On-Site Septic System
Electric Pedernales Electric Coop.
- 3) No objects, including, but not limited to, buildings, fences, or landscaping shall be allowed in a drainage easement except as approved by Travis County.
- 4) Properly owner or his/her assigns shall provide for access to the drainage easement as may be necessary and shall not prohibit access by Travis County for inspection or maintenance of said easement.
- 5) No structure in this subdivision shall be occupied until connected to an approved public sewer system or a private on-site sewer disposal system which has been approved by the Travis County On-site Wastewater Program.
- 6) All drainage easements on private property shall be maintained by the owner or his/her assigns.
- 7) This subdivision is restricted to residential development.
- 8) No fill shall be placed or allowed to remain on these lots except by separate permit.
- 9) All restrictions and notes from the previous existing subdivision, Tres Vistas Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document 200300052 of the Official Public Records of Travis County, Texas shall apply to this revised plat.
- 10) All development in this subdivision is subject to all covenants, conditions, and restrictions as amended from time to time, and as recorded in Document No. 2003057580 of the Official Public Records of Travis County, Texas.
- 11) Organized water and wastewater systems serving this subdivision shall be designed in accordance with TNRCC criteria. Plans and specifications for improvements shall be approved by the Travis County On-Site Wastewater Program prior to construction.
- 12) The electric utility has the right to cut and trim trees and shrubbery and remove obstructions to the extent necessary to keep easements clear of obstructions.
- 13) Additional drainage, public utility or electrical easements may be required to be made available by the owner to utility companies as reasonably required for development of this subdivision. Reasonable access for all easements shall be provided.
- 14) This subdivision shall be served by individual on-site water wells, individual on-site wastewater systems and underground utilities.
- 15) Lateral support easements do not preclude driveways. No modifications of said easements without the approval of Travis County.
- 16) Maintenance of a joint use driveway shall be the responsibility of the lot owners served by the joint use driveway.
- 17) Lot 24A is restricted from accessing Vista Estates Court, except by means of the Joint Use Access and Public Utility Easement as recorded in Document No. 2003057579 of the Official Public Records of Travis County, Texas.
- 18) All finish slab elevations in this subdivision shall be 1.0 foot minimum above the 100 year flood elevation.
- 19) The owner of any lot receiving drainage from an adjacent property shall install the improvements necessary to convey the 100 year storm through the subject lot in the drainage easement designated on the subdivision plat.
- 20) No driveway shall be constructed closer than 50 feet to the edge of pavement of an intersecting local or collector street.

VS #

CS

TRAVIS COUNTY COMMISSIONERS' COURT

AGENDA REQUEST

Please consider the following item for: (fill in date of meeting in blank)

VOTING SESSION 04/13/10 EXECUTIVE SESSION _____

I. A. Request made by Susan Spataro, Travis County Auditor
 Phone Number 854-9125

B. Requested Text:

Receive Travis County Comprehensive Annual Financial Report for
 the fiscal year ended September 30, 2009.

County Judge or CommissionerII. 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 Voting Session. Yes x No _____

Please list those contacted and their phone numbers:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

III. PERSONNEL

_____ A change in your department's personnel

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

All agenda requests and backup materials must be submitted to County Judge's office by
 Mondays, 5:00 p.m. for next week's meeting.

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 13, 2010
TO: Board of Directors
FROM: Harvey L. Davis, Manager
SUBJECT: Reimbursement request – Housing Authority of Travis County (HATC)

On December 15, 2009, the Board approved an Inter-local Agreement between the Corporation and HATC. The Corporation is to loan HATC up to \$135,000 for an Independent Audit and an Operational Assessment.

No more than \$75,000 can be released in FY10; these funds are to pay for HATC's Independent Audit required by the HUD Office of Inspector General's Audit Report dated August 17, 2009.

Attached is the first request for release of \$8,415.

Staff has reviewed the backup information and recommends the Board approve release of the funds.

cc: Cliff Blount and Clifton Bowling, Attorneys
Rodney Rhoades, Executive Director, Planning and Budget
Craig Alter, Executive Director, HATC
Leroy Nellis, Budget Director
Mary Mayes, Assistant Manager
Miguel Gonzalez, Sr. Financial Analyst

From: "Bill Friday" <bfriday@hatctx.com>
To: <Harvey.Davis@co.travis.tx.us>
Date: 4/1/2010 2:22 PM
Subject: Re: Reimbursement of Audit Fees
Attachments: im55200604160609.PDF

CC: <emctwo@aol.com>, <ta.nobles@cpa.state.tx.us>, "Betty Black" <Betty@hatc...
Harvey,

Thanks for the reply about the reimbursement according to the interlocal agreement for the comprehensive review of our federal and non federal interprogram accounts payable and receivable.

I have scanned the attachment containing the billings from from Leal & Carter, P.C. and have drawn around the appropriate billing information for ease of recognition for your use.

We are requesting the reimbursement total of \$8,415.00 for these billings. If you have any questions please contact me at 480-8245 or my cell phone at 627-2908.

Thanks for your assistance,

Bill Friday
Travis County Housing Authority
Asst. ED

>>> "Harvey Davis" <Harvey.Davis@co.travis.tx.us> 3/25/2010 1:44:33 PM >>>

The interlocal agreement says we will reimburse you up to \$75,000 for a "comprehensive review of your federal and non-federal interprogram accounts payable and receivables".

Me
Would you send ~~be~~ an e-mail request for reimbursement that tells us which services on the invoice are for the "comprehensive review of federal and nonfederal interprogram accounts payable and receivables"? I have to go to my Board for approval of the payment and your e-mail and the Carter invoice will be used as backup - so please copy Craig and Tommy so my Board knows everyone is OK with the request. I can get payment to you in early April.

Harvey L. Davis
314 W. 11th Street, Room 540
Austin, Texas 78701
Tele: (512) 854-4743
Fax: (512) 854-4210
Cell: (512) 296-4607

>>> "Bill Friday" <bfriday@hatctx.com> 3/25/2010 2:01 PM >>>
Harvey,

I have received some special audit billings that I believe the County said they would assist us with. I scanned the billings with my notes on them and it looks like there is \$8,415.00 worth of services related to the Special Agreed Upon Procedures agreement we have with our independent auditors.

How do I go about requesting a reimbursement?

The billings will show up in your email as "Travis County Housing Authority"
You will receive them in a separate email.

Thanks,

Bill Friday

113010

HOUSING AUTHORITY OF TRAVIS COUNTY, TX

Remit To	Leal & Carter, P.C. ✓			
RefXact	Date	Reference Number	Comment	Net Amt
13578	2/1/10	IN 1-10-13738		34,525.00

Xact	8500	Check No.	113010	3/25/10	Totals	34,525.00
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HOUSING AUTHORITY OF TRAVIS COUNTY, TX

Remit To	Leal & Carter, P.C.				113010
RefXact	Date	Reference Number	Comment	Net Amt	
13578	2/1/10	IN 1-10-13738		34,525.00	

Xact	8500	Check No.	113010	3/25/10	Totals	34,525.00
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PRODUCT FLB500 MCBEE To Reorder: 1-800-682-2331 or www.mcbecinc.com

HOUSING AUTHORITY OF TRAVIS COUNTY, TX

113010

Thirty Four Thousand Five Hundred Twenty Five AND NO/100'S

03/25/2010

113010

\$34,525.00

Leal & Carter, P.C.
16011 University Oak
San Antonio, TX 78249

William M. Friday

113010 11190065915306 2766 2611

LEAL & CARTER, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

FRANK J. LEAL, C.P.A.
ROBERTO CARTER, C.P.A.

16011 UNIVERSITY OAK
SAN ANTONIO, TEXAS 78249-4014
TELEPHONE: (210) 696-6206
FAX: (210) 492-6209

Original
1-10-13738
February 1, 2010

Received

FEB 04 2010

Mr. William M. Friday, Chief Financial Officer
Housing Authority of Travis County, Texas
502 East Highland Mall Boulevard
Austin, TX 78752-3722

Housing Authority of Travis County

FOR PROFESSIONAL SERVICES RENDERED:

- 1) Balance from invoice no. 12-09-13704, 1/4/10.

\$700 *pd. 7*

- 2) Services performed by Roberto Carter, Sr., CPA and staff during January 2010 with respect to the following:

— - 2008 audit

\$1,000 *ALL*

— - 2009 audit

3,000 *ALL*

- FDS reconciliation work:

RC, Sr.~ 22 hrs. @ \$215/hr.= 4,730

AJC~ 6 hrs. @ \$110/hr.= 660

5,390 *ALL*

- Special agreed upon procedures engagement:

RC, Sr.~ 21 hrs. @ \$215/hr.= 4,515

AJC~ 12 hrs. @ \$110/hr.= 1,320

5,835 *ALL*

- Special board meeting on Draft Report and other matters:

RC, Sr.~ 3 hrs. @ \$215/hr.= 645

ADD TRAVEL= 60

705 *ALL*

15,930

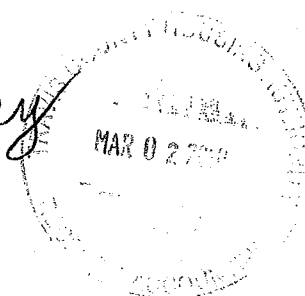
TOTAL AMOUNT DUE

\$16,630

*Seek to.
Reimbursement*

*Write ck off of
Voucher allocate
to all by latest
allocation table.*

William M. Friday
3/2/10



*OIG, V, LR, all
other programs
affected because
of due to & from*

LEAL & CARTER, P.C.
 CERTIFIED PUBLIC ACCOUNTANTS

FRANK J. LEAL, C.P.A.
 ROBERTO CARTER, C.P.A.

16011 UNIVERSITY OAK
 SAN ANTONIO, TEXAS 78249-4014
 TELEPHONE: (210) 696-6206
 FAX: (210) 492-6209

2-10-13779
 March 2, 2010

Received

MAR 04 2010

Mr. William M. Friday, Chief Financial Officer
 Housing Authority of Travis County, Texas
 502 East Highland Mall Boulevard
 Austin, TX 78752-3722

Housing Authority of Travis County

FOR PROFESSIONAL SERVICES RENDERED:

1) Balance from invoice no. 1-10-13738, 2/1/10. \$15,930

2) Services performed by Roberto Carter, Sr., CPA and staff
 during February 2010 with respect to the following:

- 2009 audit \$11,500
 - FDS reconcilliation work:
 RC, Sr.~ 21 hrs. @ \$215/hr.= 4,515

Seek TC.
 Reimbursement

- Special agreed upon procedures engagement:
 RC, Sr.~ 12 hrs. @ \$215/hr.= 2,580

18,595

3/25/10 - WF sent email to Harvey
 Davis at Travis County requesting
 reimbursement for Special Procedures
 audit \$

TOTAL AMOUNT DUE

\$34,525

allocation:

LR 29.967% #
 V 43.925% #
 car 3.168%
 S+C 6.792%

manor 2.823%
 L Purch 8.858%
 SHFC 4.467
100.00%

Craig,
 what checking
 account to
 use for this?

Bill

RECEIVED
COUNTY JUDGE'S OFFICE
TRAVIS COUNTY

TRAVIS COUNTY HOUSING FINANCE CORPORATION

10 APR -6 PM 2:45

AGENDA REQUEST

Work Session _____ Voting Session April 13, 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 the preparation and submission of a CDBG Project Proposal Application to Travis County Community Development Block Grant Office to fund Homeownership Assistance Program.

Approved by: _____
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION



AGENDA MEMO

To: TCHFC Board of Directors
From: Miguel Gonzalez, Sr. Financial Analyst
Date: April 6, 2010
Re: Consider and possible action on Travis County CDBG Project Proposal Application

Agenda Summary

TCHFC is requesting authorization for the preparation and submission of a CDBG Project Proposal Application to the Travis County CDBG office. The grant will request up to \$540,250 to fund a Homeownership Assistance Program in unincorporated areas of Travis County. ***Proposal deadline for current year funding is March 31, 2010.***

The proposed program will assist 35 households below 80% AMI with down payment assistance and gap financing. Total amount requested is \$540,250 (\$500,000 in direct assistance to households, \$40,250 in program delivery costs).

To keep the Corporation eligible for funding consideration, TCHFC staff submitted a CDBG Project Proposal to Travis County CDBG Department on March 31, 2010. TCHFC now seeks formal direction from the Board.

Submitting a proposal allows us to be considered for funding in PY 2010 but does not constitute a firm commitment on the part of the corporation. The PY2010 CDBG Project Proposal is based on the same program design as the PY 2009 proposal that was approved by the Board and selected for funding by Travis County CDBG Dept.

Proposal Summary

The Homeownership Assistance Program will include two financial mechanisms to expand affordable housing in Travis County.

1. **Shared Appreciation Gap Financing (CDBG: 24 CFR 570.201(n)):** ***Households earning 80% or less AMI may obtain funds (up to \$30,000) to reduce the sales price to an amount affordable to the household.*** Actual assistance amount will be calculated based on actual family need. The loan is a 0%-interest, 30-year note with no required annual or monthly payments. Upon resale, refinancing, lease or other transfer of title, the loan must be repaid in full plus a percentage of the house's appreciation value.
2. **Down Payment Assistance (CDBG: 24 CFR 570.201(e)):** ***Households earning 80% or less AMI may obtain funds (\$8,000) to cover down payment and reasonable closing costs.*** The loan is a 0%-interest, 5 year note with no required annual or monthly payments. The loan is forgiven at a pro-rata rate of 20% for each year of homeownership. The loan is fully forgiven at the end of 5 years.

A minimum house hold investment of **\$500** is required. An individual household may combine the two financial mechanisms if there is a true documented need for such assistance. All households who are interested in assistance through the Travis County Affordable Housing Ownership Program are required to participate in a ***minimum of eight (8) hours of HUD certified housing counseling.***

Activity Name	Assisted Households
Shared Appreciation Gap Financing (60 % AMI and below)	10
Down payment Assistance (80 % AMI and below)	25
Total Households Assisted (below 80% AMI)	35

New Initiatives Overview

Shared Appreciation Concept. Shared Appreciation makes a "GAP Loan" to cover the difference between what a Low Income Household can afford to finance and the cost of housing. In exchange for receiving a loan at zero percent (0%) interest, the homebuyer agrees to return the "GAP Loan Amount" plus share a portion of the home's appreciation (from the original purchase price) when the home is sold. This is an example of how the Shared Appreciation is determined.

When Purchased

Original Purchase Price	\$120,000
TCHFC GAP Loan (25% of Purchase Price)	\$30,000
Mortgage Amt. by LI Household	\$90,000

When Resold

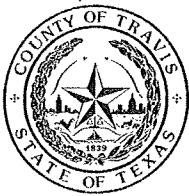
Resale Price	\$145,000
Return of GAP Loan Amount	\$30,000
Net Resale Proceeds	\$25,000
Homebuyer Shared Proceeds (75% x 25,000)	\$18,750
TCHFC Shared Proceeds (25% x 25,000)	\$6,250

Affordable Housing Funds for Reuse (30,000 + 6,250) \$36,250

Attachments**Sources and Uses**

PY 2010 Draft CDBG Project Proposal Form

cc: Rodney Rhoades, Executive Manager, Planning and Budget
 Leroy Nellis, Budget Director
 Harvey Davis, Manager



Travis County Community Development Block Grant (CDBG)
Project Proposal Form for Program Year 2010

CDBG Project Proposal Form (Page 1 of 4)

Please refer to the Instructions for the Project Proposal Form before filling out this document. If you need additional space to answer any section – attach additional answers in separate paper.

Contact Information	
Provide a proposed project title	Project Title: TRAVIS COUNTY AFFORDABLE HOUSING OWNERSHIP PROGRAM
Indicate the name of the individual, organization, or Travis County Department proposing the project.	Name: TRAVIS COUNTY HOUSING FINANCE CORPORATION
Indicate the name of the person to direct questions regarding the proposed project.	Contact Person: HARVEY DAVIS, MGR.; MIGUEL GONZALEZ, SR. ANALYST
Provide the mailing address and e-mail for the contact person.	Address/ E-mail: P.O. BOX 1748 AUSTIN, TX 78767 HARVEY.DAVIS@CO.TRAVIS.TX.US MIGUEL.GONZALEZ@CO.TRAVIS.TX.US
Provide the daytime phone number for the contact person.	Phone: 512.854.4743 512.854.4399
Description of Problem/Need	
<p>Problem/Need – In Travis County, the cost of housing continues to increase at a faster rate than wages or salaries. Stagnant family income and sharply increasing housing costs has placed safe and decent housing outside the reach of many low-income households. Working families with incomes below 80 % of the area median family income experience substantial challenges in acquiring affordable housing that does not create "overcrowding (more than 1.5 persons per room)" for the family.</p>	

Travis County Community Development Block Grant (CDBG)
Project Proposal Form for Program Year 2010

CDBG Project Proposal Form (Page 2 of 4)

Please refer to the Instructions for the Project Proposal Form before filling out this document.

Project Description

Project Description – Homeownership Assistance

Financial Mechanisms

In an effort to make housing affordable to “first-time home purchasing” families whose annual household income is under 80 percent AMI, the Travis County Affordable Housing Ownership Program will make Shared Appreciation Gap Financing and Down payment Assistance loans available. The two specific financial mechanisms will include:

1. Shared Appreciation Gap Financing (CDBG: 24 CFR 570.201(n)): Households earning 80% or less AMI may obtain funds (up to \$30,000) to reduce the sales price to an amount affordable to the household. Actual assistance amount will be calculated based on actual family need. The loan is a 0%-interest, 30-year note with no required annual or monthly payments. Upon resale, refinancing, lease or other transfer of title, the loan must be repaid in full plus a percentage of the house's appreciation value.
2. Down Payment Assistance (CDBG: 24 CFR 570.201(e)): Households earning 80% or less AMI may obtain funds (\$8,000) to cover down payment and reasonable closing costs. The loan is a 0%-interest, 5 year note with no required annual or monthly payments. The loan is forgiven at a pro-rata rate of 20% for each year of homeownership. The loan is fully forgiven at the end of 5 years.

A minimum house hold investment of \$500 is required. An individual household may combine the two financial mechanisms if there is a true documented need for such assistance.

Housing Counseling

All households who are interested in assistance through the Travis County Affordable Housing Ownership Program are required to participate in a minimum of eight (8) hours of HUD certified housing counseling. At the time the homebuyer is approved for the program, the homebuyer must meet with TCHFC staff for a no-cost one hour consultation providing a detailed review of the program.

Project Location & Service Area – All proposed activities will be conducted in unincorporated areas within Travis County.

Number of People Impacted -

Activity Name	Assisted Households
Shared Appreciation Gap Financing (80 % AMI and below)	10
Down payment Assistance (80 % AMI and below)	25
Total Households Assisted (below 80% AMI)	35

Travis County Community Development Block Grant (CDBG)
Project Proposal Form for Program Year 2010

CDBG Project Proposal Form (Page 3 of 4)

Please refer to the Instructions for the Project Proposal Form before filling out this document.

Project Cost and Timelines	
If known, provide the total project cost and a copy of the cost estimate or budget.	Estimated Cost of the Project: \$ 540,250 – Sources and Uses Attached
If known, indicate the amount of CDBG funds requested for PY 2010.	Amount of CDBG funds requested: \$ 540,250
If any additional funding sources are needed, indicate the sources and amounts to ensure full funding of the project. Attach any letters of financial commitment. Any additional funds must be committed in writing prior to CDBG project approval.	Amount and Source of Other Funds: NA
If applicable, indicate the source of the cost estimate.	Source of the cost estimate: NA
If known, indicate the proposed schedule for project completion. If a timeline is not available, indicate an approximate number of days for project completion. Keep in mind that grant funding for the 2010 Program Year Cycle is available no earlier than October 1, 2010.	Timeline for Implementation of Project: 12-month project timeline

Travis County Community Development Block Grant (CDBG)
Project Proposal Form for Program Year 2010

CDBG Project Proposal Form (Page 4 of 4)

Please refer to the Instructions for the Project Proposal Form before filling out this document.

Additional Notes and Information	
Answer the question by circling yes or no.	Has this project received Travis County CDBG funding in the past? <div style="display: flex; justify-content: space-around;"> <input checked="" type="radio"/> Yes <input type="radio"/> No </div>
If yes, describe the project's past performance – Indicate the number of years of funding and details on successes and barriers. Anticipate August 2010 contract execution with Travis County for prior CDBG Funding.	
Answer the question by circling yes or no.	Does your organization or Department have experience working with CDBG funds? <div style="display: flex; justify-content: space-around;"> <input type="radio"/> Yes <input checked="" type="radio"/> No </div>
If yes, describe your organization's past performance – Indicate the number of years of funding and details on successes and barriers.	
Answer the question by circling yes or no.	If the proposed project is not funded in program year 2010, would you like to be considered in future CDBG Program Years? <div style="display: flex; justify-content: space-around;"> <input checked="" type="radio"/> Yes <input type="radio"/> No </div>
<ul style="list-style-type: none"> * Indicates items that may not be known. Technical assistance on project cost estimates may be able to be provided by County staff. 	

Attachement A - Sources and Uses
PY 2010 CDBG PROJECT PROPOSAL

Travis County Housing Finance Corporation
TRAVIS COUNTY AFFORDABLE HOUSING OWNERSHIP PROGRAM

Sources of the Funds for HBA Program

Travis County CDBG grant	\$ 500,000
Program Delivery Cost	<u>40,250</u>
	.
Total Sources of Funds for HBA Program	<u>\$ 540,250</u>

Uses of Funds for Program

	<u># of households</u>	<u>Amt per household</u>	
GAP Loans	10	\$ 30,000	\$ 300,000
DPA	25	\$ 8,000	\$ 200,000
Program Delivery Cost	35	\$ 1,000	35,000
Homebuyer Education	35	\$ 150	5,250
Total Uses of Funds for HBA Program			<u>\$ 540,250</u>

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY AFFORDABLE HOUSING OWNERSHIP PROGRAM
CDBG PROJECT PROPOSAL FOR PROGRAM YEAR 2010**

	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	TOTAL
GAP LOANS												
Households	0	0	2	1	2	1	1	1	2	0	0	10
Funds to Household	\$ -	\$ -	\$ 60,000	\$ 30,000	\$ 60,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 60,000	\$ -	\$ -	\$ 300,000
Homebuyer Education	\$ -	\$ -	\$ 300	\$ 150	\$ 300	\$ 150	\$ 150	\$ 150	\$ 300	\$ -	\$ -	\$ 1,500
GAP LOANS TOTAL	\$ -	\$ -	\$ 60,300	\$ 30,150	\$ 60,300	\$ 30,150	\$ 30,150	\$ 30,150	\$ 60,300	\$ -	\$ -	\$ 301,500
Downpayment Assistance												
Households	0	2	2	2	3	3	4	3	3	2	1	25
Funds to Household	\$ -	\$ 16,000	\$ 16,000	\$ 16,000	\$ 24,000	\$ 24,000	\$ 32,000	\$ 24,000	\$ 24,000	\$ 16,000	\$ 8,000	\$ 200,000
Homebuyer Education	\$ -	\$ 300	\$ 300	\$ 300	\$ 450	\$ 450	\$ 600	\$ 450	\$ 450	\$ 300	\$ 150	\$ 3,750
DPA TOTAL	\$ -	\$ 16,302	\$ 16,302	\$ 16,302	\$ 24,453	\$ 24,453	\$ 32,604	\$ 24,453	\$ 24,453	\$ 16,302	\$ 8,151	\$ 203,750
Program Delivery Costs	\$ 2,000	\$ 2,500	\$ 2,600	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,250	\$ 3,500	\$ 3,800	\$ 3,500	\$ 3,350	\$ 35,000
TOTAL HOUSEHOLDS	0	2	4	3	5	4	5	4	5	2	1	35
TOTAL COSTS	\$ 2,000	\$ 18,802	\$ 79,202	\$ 49,952	\$ 88,253	\$ 58,103	\$ 66,004	\$ 58,103	\$ 88,553	\$ 19,802	\$ 11,501	\$ 540,250

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session April 13, 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 the wellness budget.

Approved by: _____
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

10 APR - 5 AM 10-08
RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

DATE: April 13, 2010

TO: Board of Directors

FROM: Harvey L. Davis, Manager



SUBJECT: Wellness Program

Summary and Background Information:

The wellness program requests Board approval payment of twenty, 30 minute strength and conditioning training sessions. The cost is \$1,000.

The funds come from the \$31,688.40 earmark for the wellness program.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Dan Mansour, Risk and Benefits Manager
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Miguel Gonzalez, Sr. Financial Analyst



Human Resources Management Department

1010 Lavaca Street

P.O. Box 1748

Austin, Texas 78767

(512) 854-9165 / FAX (512) 854-9757

March 26, 2010

TO: Harvey Davis, Corporations Administrator

FROM: Dan Mansour, Risk and Benefits Manager 

SUBJECT: Wellness Program Expense

Please prepare an agenda item to approve payment for the onsite Group exercise trainer. This is for 20 units, 30 minute sessions Strength & Conditioning Training program put in place for our employees to get active and stay fit.

Per the attached invoice, I am requesting a check to be issued as follow:

Lee McCormick \$ 1000.00 (20 units @ \$50)

Please let me know if you need additional information.

