



TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

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Please consider the following item for:

Voting Session:

July 6, 2010

I. A. Request made by:

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

CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING THE ISSUANCE OF TRAVIS COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS, SERIES 2010, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$35,000,000; LEVYING A TAX IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

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.

**AN ORDER OF THE
TRAVIS COUNTY COMMISSIONERS COURT**

authorizing

TRAVIS COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS
SERIES 2010

Adopted: July 6, 2010

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EXECUTION

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Schedule I – Refunded Obligations.	Schedule I

AN ORDER AUTHORIZING THE ISSUANCE OF TRAVIS COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS, SERIES 2010, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$35,000,000; LEVYING A TAX IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, Travis County, Texas (the "County"), desires to issue the bonds hereinafter authorized for the purpose of refunding certain of its outstanding limited tax obligations as identified and described on Schedule I attached hereto (collectively, the "Refunded Obligations Candidates"); and

WHEREAS, it is intended that all or a portion of the Refunded Obligations Candidates shall be designated as Refunded Obligations (as hereinafter defined) in the Pricing Certificate (as hereinafter defined) and shall be refunded pursuant to this Order and the Pricing Certificate; and

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), provides that the County is authorized to issue refunding bonds for the purpose of refunding the Refunded Obligations in advance of their maturities, and to accomplish such refunding by depositing the proceeds of such refunding bonds with a trust company or commercial bank authorized to receive such deposit under Chapter 1207 in an amount sufficient, together with other lawfully available funds of the County, if any, to provide for the payment or redemption of the Refunded Obligations, and that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, is a commercial bank that does not currently act as a depository for the County; and

WHEREAS, as authorized by Chapter 1207, the County desires to appoint The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as escrow agent for the Refunded Obligations (the "Escrow Agent") and to enter into an escrow agreement with the Escrow Agent pursuant to which proceeds of the bonds herein authorized (the "Bonds"), together with other lawfully available funds of the County, if any, will be deposited with the Escrow Agent and applied in manner sufficient to provide for the full and timely payment of all interest on and principal of the Refunded Obligations; and

WHEREAS, upon the issuance of the Bonds and the creation of the escrow referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such Escrow Agreement, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Obligations, shall be, with respect to the Refunded Obligations discharged, terminated and defeased; and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; and

WHEREAS, it is hereby found and determined that the refunding contemplated in this Order will benefit the County by providing a debt service savings payable by the County in an amount to be certified in the Pricing Certificate, and that such benefit is sufficient consideration for the refunding of the Refunded Obligations and that the issuance of the Bonds is in the public interest and the use of the proceeds thereof in the manner specified herein constitutes a valid public purpose; NOW, THEREFORE,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

“Authorized Officer” means the County Judge of the County.

“Bond” means any of the Bonds.

“Bond Date” means the date designated as the date of the Bonds by Section 3.02 of this Order.

“Bonds” means the County’s bonds authorized to be issued by Section 3.01 of this Order and designated as “Travis County, Texas, Limited Tax Refunding Bonds, Series 2010.”

“Business Day” means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the City of Austin, Texas, are authorized by law or executive order to close.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“Commissioners Court” means the Commissioners Court of Travis County, Texas, together with any successor to the duties and functions thereof.

“County” means Travis County, Texas.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas.

“Escrow Agreement” means that certain Escrow Agreement, dated as of the Bond Date, between the County and the Escrow Agent.

“Escrow Fund” means the fund established by the Escrow Agreement to hold cash and securities for the payment of the principal of and interest on the Refunded Obligations.

“Event of Default” means any event of default as defined in Section 10.01.

“Fiscal Year” means such fiscal year as shall from time to time be set by the Commissioners Court.

“Initial Bond” means the Initial Bond authorized by Section 3.04.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02.

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1 as designated in the Pricing Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means initially the County Treasurer of Travis County, Texas, or any successor thereto as provided in this Order.

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer.

“Purchase Agreement” means the Bond Purchase Agreement between the County and the Underwriters providing for the sale of the Bonds to the Underwriters.

“Record Date” means the fifteenth day of the month next preceding an Interest Payment Date.

“Refunded Obligations” mean those Obligations of the County designated as such in the Pricing Certificate from the list of Refunded Obligations Candidates.

“Refunded Obligations Candidates” mean the outstanding obligations of the County identified and described on Schedule I attached hereto which are authorized to be designated as Refunded Obligations in the Pricing Certificate.

“Register” means the Register specified in Section 3.06(a).

“Representations Letter” means the Blanket Letter of Representations between the County and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Unclaimed Payment” means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Bonds as the same come due and payable.

“Underwriters” mean Estrada Hinojosa & Company, Inc., and First Southwest Company.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise. References to section numbers shall mean sections in this Order.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each

succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the County most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Order.

(d) If the liens and provisions of this Order shall be released in a manner permitted by Article XII hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

Section 2.02 Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Travis County, Texas, Limited Tax Refunding Bonds, Series 2010, Interest and Sinking Fund" (the "Interest and Sinking Fund"), said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Order.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE BONDS

Section 3.01 Authorization.

The County's bonds to be designated "Travis County, Texas, Limited Tax Refunding Bonds, Series 2010" (the "Bonds"), are hereby authorized to be issued and delivered in accordance with Chapter 1207, Texas Government Code. The Bonds shall be issued in the aggregate principal amount of not to exceed \$35,000,000 for the purpose of providing funds to refund the Refunded Obligations and to pay the costs of issuing the Bonds.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the date set forth in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on March 1 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of Bonds, interest may be paid by wire transfer to the bank account of such owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the Owner thereof on the maturity date thereof upon presentation and surrender of such Bond at the office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date

payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, such money shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the County by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, by their manual or facsimile signatures, and the official seal of the Commissioners Court shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Commissioners Court had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, and that it is a valid and binding obligation of the County, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Underwriters, or their designee, executed by the County Judge and County Clerk, by manual or facsimile signature, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be

delivered to the representative of the Underwriters or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Underwriters a single typewritten Bond for each maturity of the Bonds, in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except that interest will be paid to the person in whose name such bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the County shall cause the Paying Agent/Registrar to keep at its office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the requirements of the Securities Exchange Act of 1934, as amended.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the County may execute and, upon the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the County executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Order.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall

authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the County harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate typewritten fully registered Bond for each of the maturities thereof. Upon initial issuance of the Bonds, the ownership of such Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as

shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register, of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on the Bonds for the purpose of giving notices with respect to such Bond, and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the County, and applicable to the County's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the County determines that it is in the best interest of the County and of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter of the County to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV and the Pricing Certificate.

Section 4.02 Optional Redemption.

(a) The Bonds shall be subject to redemption at the option of the County at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The County, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03 Partial Redemption.

(a) The Bonds designated as "Term Bonds" in the Pricing Certificate ("Term Bonds") are subject to scheduled mandatory redemption and will be redeemed by the County, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts set forth in the Pricing Certificate.

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the County, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the County at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04 Partial Redemption.

(a) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The County reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the County retains the right to rescind such notice at any time prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the County shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the County and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption to the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Order, and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the County under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County fails to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the County shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the County.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

The County is hereby declared to be the issuer-registrar with respect to the Bonds as defined and provided for in Section 1203.021, Texas Government Code, and the County Treasurer is hereby appointed as the initial Paying Agent/Registrar for the Bonds on behalf of the County.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any of the Bonds are outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement.

Section 5.04 Termination.

The County, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the County will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in the Pricing Certificate, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bond may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bond.

(c) The Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 CUSIP Registration.

The County may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Ratings Service, a division of the McGraw-Hill Companies, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect in regard to the legality thereof and neither the County nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03 Legal Opinion.

The approving legal opinion of Vinson & Elkins L.L.P., Bond Counsel, may be attached to or printed on the reverse side of each Bond.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds, Official Statement.

(a) The Bonds shall be sold at private sale to the Underwriters in accordance with the terms of this Order and the Pricing Certificate. As authorized by Chapter 1207, the Authorized Officer is authorized to act on behalf of the County upon determining that the conditions set forth below can be satisfied in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining the price at which each of the Bonds will be sold, the number and designation of series of Bonds to be issued, the form in which the Bonds shall be issued, the aggregate principal amount of Bonds to be issued, the selection of and aggregate principal amount of Refunded Obligations Candidates to be refunded, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each maturity of the Bonds, the first interest payment date, the terms upon which the Bonds shall be subject to redemption prior to maturity at the option of the County and subject to mandatory sinking fund redemption, and all other matters relating to the issuance, sale and delivery of the Bonds and including the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate, provided that the following conditions can be satisfied:

(i) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(ii) The aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed \$35,000,000 and shall equal an amount sufficient to provide for the refunding of the maximum amount of the Refunded Obligations to be selected from the Refunded Obligations Candidates identified in Schedule I hereto that will:

(A) result in a debt service net present value savings of no less than 3%; and

(B) not require the refunding of any maturity of any series of Refunded Obligations (1) that would produce an incremental reduction in debt service costs to the County on a net present value basis for such maturity of Refunded Obligations, a term maturity being considered a single maturity for such purposes, or (2) that would adversely affect the tax-exempt status of the Refunded Obligations or the Bonds,

all based on bond market conditions and available interest rates for the Bonds on the date of the sale of the Bonds, all as set forth in the Pricing Certificate. The Refunded Obligations shall be identified in the Pricing Certificate in accordance with the preceding sentence, except that if less than an entire maturity is to be refunded, the Refunded Obligations to be redeemed within a maturity shall be selected as provided in the orders authorizing their issuance and, if not so provided, by lot; and

(iii) the Bonds shall bear interest at an overall per annum rate not to exceed 5.00%.

(b) The form, terms and provisions of the Purchase Agreement, in substantially final form except for the information to be determined on the date of sale of the Bonds, and presented to the Commissioners Court on the date hereof, is hereby accepted, approved and authorized. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Agreement in accordance with the terms of the Pricing Certificate and this Order, such approval being evidenced by its execution thereof by the Authorized Officer. All appropriate officers, employees, and agents of the County are authorized to carry out and comply with the terms and provisions of such Purchase Agreement. It is hereby found and declared the above price and terms of sale of the Bonds are the most advantageous reasonably obtainable by the County.

(c) The authority granted to the Authorized Officer under this Section 7.01 shall expire on December 31, 2010, unless otherwise extended by the Commissioners Court by separate action.

(d) The Preliminary Official Statement, in the substantially final form submitted to the Commissioners Court at this meeting, is hereby approved and the use and distribution of the Preliminary Official Statement in the public offering of the Bonds by the Underwriters is hereby authorized and is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The

Authorized Officer is hereby further authorized and directed to use and distribute or authorize the use and distribution of, a final official statement and any addenda, supplement or amendment thereto (the "Official Statement") and to execute the same and deliver appropriate numbers of copies thereof to the Underwriters. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters, may be used. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the preliminary public offering of the Bonds by the Underwriters are hereby ratified, approved and confirmed.

(e) All officers of the County are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of the Purchase Agreement and to carry out the terms and purposes of this Order. The County Judge is hereby authorized to approve the payment of all costs of issuance relating to the Bonds.

(f) The appropriate officers of the County are hereby authorized and directed to deliver to Bond Counsel to the County a check payable to the Attorney General of Texas in an amount equal to 1/10 of 1% of the principal amount of the Bonds, not to exceed \$9,500, for payment of the fee required in connection with the approval by the Attorney General of the Bonds and the transcript of proceedings pertaining thereto.

Section 7.02 Control and Delivery of Bonds.

(a) The Authorized Officer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Underwriters under and subject to the general supervision and direction of the Authorized Officer, against receipt by the County of all amounts due to the County under the terms of sale.

Section 7.03 Deposit of Proceeds; Transfer of Funds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Bond Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) A portion of the proceeds from the sale of the Bonds, together with other funds of the County, if any, as set forth in the Pricing Certificate, shall be applied to establish the Escrow Fund and shall be applied as provided in the Escrow Agreement to refund the Refunded Obligations and, to the extent not otherwise provided for, to pay all expenses arising in connection with the establishment of the Escrow Fund and the refunding of the Refunded Obligations.

(c) The remaining bond proceeds shall be deposited as directed by the Authorized Officer and shall be used to pay the costs and expenses pertaining to the issuance of the Bonds, concurrently with the initial delivery thereof. To the extent any of such amount is not used for such purposes, such excess shall be deposited to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Order, at the option of the County, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

(c) Amounts on deposit in the Escrow Fund shall be invested as provided in the Escrow Agreement.

Section 8.02 Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund shall be credited to the Interest and Sinking Fund. Interest and income derived from investment of the Escrow Fund shall be applied as provided in the Escrow Agreement.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal of and interest on the Bonds as will accrue or mature on the applicable Interest Payment Date or maturity date. Such transfer of funds shall be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Bonds.

Section 9.02 Other Representations and Covenants.

(a) The County will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the County will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the County will, at the times and in the

manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The County is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01 General Tax Covenants.

The County intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code and the applicable regulations promulgated thereunder (the "Regulations"). The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the County covenants and agrees to comply with each requirement of this Article X, provided, however, that the County shall not be required to comply with any particular requirement of this Article X if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the County has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Article X will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Article X.

Section 10.02 No Private Use or Payment and No Private Loan Financing.

The County shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. The County covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

Section 10.03 No Federal Guaranty.

The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 10.04 Bonds are not Hedge Bonds.

The County covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

Section 10.05 No-Arbitrage Covenant.

The County shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the County will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations. Moreover, the County covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations.

Section 10.06 Arbitrage Rebate.

If the County does not qualify for an exception to the requirements of section 148(f) of the Code, the County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issue of the County or moneys which do not represent gross proceeds of any bonds of the County, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

Section 10.07 Information Reporting.

The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 10.08 Continuing Obligation.

Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of this Article X shall survive the defeasance and discharge of the Bonds.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Events of Default.

Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the County.

Section 11.02 Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 11.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XII

DISCHARGE

Section 12.01 Discharge.

The Bonds may be refunded, discharged or defeased in any manner permitted by then applicable law.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports.

(a) The County shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the County of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. The County shall provide such audited financial statements as required to the MSRB when and if audited financial statements become available.

(b) If the County changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document, including an official statement or other offering document, if that theretofore has been provided to the MSRB.

Section 13.02 Material Event Notices.

(a) The County shall notify the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;

- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (v) substitution of credit or liquidity providers, or their failure to perform;
 - (vi) adverse tax opinions or events affecting the tax exempt status of the Bonds;
 - (vii) modifications to rights of Owners;
 - (viii) bond calls;
 - (ix) defeasances;
 - (x) release, substitution, or sale of property securing repayment of the Bonds;
- and
- (xi) rating changes.

(b) The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 13.01 of this Order by the time required by such Section.

Section 13.03 Limitations, Disclaimers and Amendments.

(a) The County shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the County remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any bond calls and any defeasances that cause the County to be no longer an “obligated person”.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON

ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the County in observing or performing its obligations under this Article shall constitute a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

(e) The provisions of this Article may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the County if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the County's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the County so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(f) All filings required to be made under this Article XIII made through DisclosureUSA, or other central post office approved by the SEC for such purpose, shall be deemed to have been made in compliance with the Rule and this undertaking.

ARTICLE XIV

REDEMPTION OF BONDS; APPROVAL OF ESCROW AGREEMENT

Section 14.01 Appointment of Escrow Agent; Approval of Escrow Agreement.

The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, is hereby appointed as Escrow Agent for the Refunded Obligations. The Escrow Agreement, in substantially the form presented at this meeting and subject to such insertions and changes as may be required to conform the Escrow Agreement to the terms of the Pricing Certificate and the refunding of the Refunded Obligations. The Authorized Officer is hereby authorized and directed to execute and deliver the Escrow Agreement.

Section 14.02 Purchase of Securities for Escrow Fund.

The Authorized Officer is authorized to make necessary arrangements for the purchase of the Federal Securities referenced in the Escrow Agreement, including, without limitation, the execution of such documents, certificates or instruments as may be necessary in connection therewith including the execution of subscriptions for the purchase of United States Treasury Securities – State and Local Government Series. All actions of the Authorized Officer taken prior to the date of this Order in connection with making arrangements for the purchase of such Federal Securities are hereby ratified and affirmed.

Section 14.03 Redemption of Refunded Obligations.

The Refunded Obligations described in the Pricing Certificate are hereby called for redemption and shall be redeemed prior to their stated maturities on the respective dates and at the redemption prices set forth in the Pricing Certificate. Following the deposit to the Escrow Fund as herein and in the Pricing Certificate specified, the Refunded Obligations shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund.

Section 14.04 Notice of Redemption.

The County Clerk is hereby authorized to cause notice of redemption to be given to the Travis County Treasurer, as paying agent/registrar for the Refunded Obligations, by delivering a copy of this Order and the Pricing Certificate thereto. The Travis County Treasurer, as paying agent/registrar for the Refunded Obligations, is hereby authorized and directed to give notice of redemption with respect to the Refunded Obligations as required under the orders pursuant to which the Refunded Obligations were issued.

PASSED AND APPROVED this 6th day of July, 2010.

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XIII of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the County appended to the Official Statement as Appendix D, but for the most recently concluded fiscal year.
2. The quantitative financial information and operating data with respect to the County of the general type included in the main text of the Official Statement under the captions “OFFICIAL STATEMENT SUMMARY—Financial Highlights of Travis County (Unaudited),” “CONSOLIDATED DEBT SERVICE REQUIREMENTS,” “COUNTY DEBT—Bonded Indebtedness,” “COUNTY DEBT—Debt Ratios,” “TAX DATA” and “ANALYSIS OF TAX DATA—Historical Analysis of Tax Base.”

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

SCHEDULE I**SCHEDULE OF OBLIGATIONS TO BE REFUNDED**

Bond	Maturity Date (March 1)	Principal Amount	Call Date
Certificates of Obligation, Series 2001	2012	\$ 290,000	3/1/2011
	2013	310,000	
	2014	325,000	
	2015	345,000	
	2016	365,000	
	2017	385,000	
	2018	405,000	
	2019	425,000	
	2020	450,000	
	2021	475,000	
Permanent Improvement Bonds, Series 2002	2013	\$655,000	3/1/2012
	2014	690,000	
	2015	725,000	
	2016	760,000	
	2017	800,000	
	2018	840,000	
	2019	885,000	
	2020	930,000	
	2021	975,000	
	2022	1,025,000	
Unlimited Tax Road Bonds, Series 2002A	2013	\$4,875,000	3/1/2012
	2014	5,140,000	
Unlimited Tax Road Bonds, Series 2000	2011	\$470,000	[7/13/2010]
Unlimited Tax Road Bonds, Series 2001	2012	\$275,000	3/1/2011
	2013	295,000	
	2014	315,000	
	2015	340,000	
	2016	365,000	
	2017	390,000	
Unlimited Tax Road Bonds, Series 2002	2013	\$700,000	3/1/2012
	2014	740,000	
	2015	780,000	
	2020	1,000,000	

Travis County Commissioners Court Agenda Request

RECEIVED
COUNTY CLERK'S OFFICE

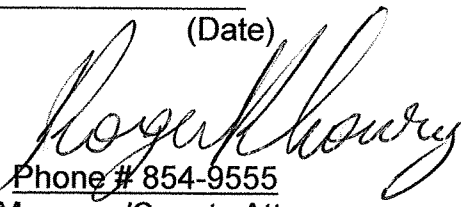
10 JUN 29 AM 10:39

Voting Session July 6, 2010
(Date)

Work Session _____
(Date)

I. Request made by:

Roger A. El-Khoury, M.S., P.E., Director, Facilities Mgmt. Phone # 854-9555
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney.



Requested text:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$782,774.17, for the period of June 18, 2010 to June 24, 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: July 6, 2010

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: June 18, 2010 to June 24, 2010

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$782,774.17

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 \$782,774.17.

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
JUNE 18, 2010 TO JUNE 24, 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.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: July 6, 2010
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk Manager
 COUNTY DEPT. Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:
 FROM: June 18, 2010
 TO: June 24, 2010

REIMBURSEMENT REQUESTED: \$ 782,774.17

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,253,077.84
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: June 29, 2010	\$ (467,453.84)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 782,774.17
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 782,774.17

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

All claims over \$25,000 (0 this week totaling \$0.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$119,729.76) 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 \$46,374.21.

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.

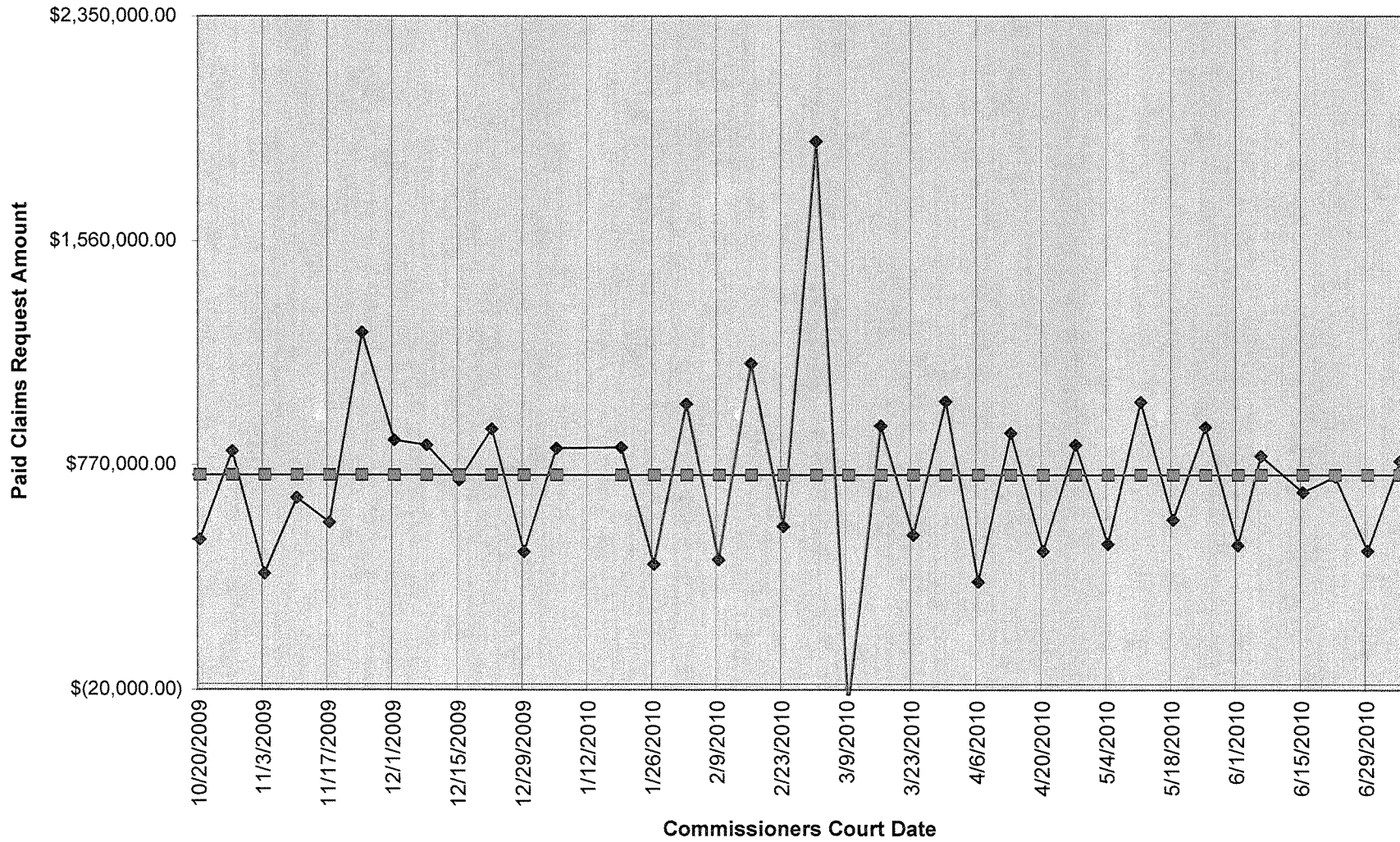
Dan Mansour 6-26-10
 Dan Mansour, Risk Manager Date

Cindy Purinton 6/25/10
 Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 6/25/10
 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



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

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
10/2/09-10/08/09	10/20/2009	\$ 506,983.79	\$ 734,980.88	2	\$ 84,160.90
10/9/09-10/15/09	10/27/2009	\$ 819,076.31	\$ 734,980.88	2	\$ 66,527.80
10/16/09-10/22/09	11/3/2009	\$ 388,581.81	\$ 734,960.88	2	\$ 81,663.47
10/23/09-10/29/09	11/10/2009	\$ 653,822.83	\$ 734,960.88	2	\$ 58,028.60
10/30/09-11/5/09	11/17/2009	\$ 567,206.00	\$ 734,960.88	0	\$ -
11/6/09-11/12/09	11/24/2009	\$ 1,238,417.14	\$ 734,960.88	3	\$ 185,593.04
11/13/09-11/19/09	12/1/2009	\$ 857,273.45	\$ 734,960.88	3	\$ 185,891.08
11/20/09-11/26/09	12/8/2009	\$ 839,621.97	\$ 734,960.88	2	\$ 55,007.00
11/27/09-12/03/09	12/15/2009	\$ 715,804.02	\$ 734,960.88	4	\$ 148,691.08
12/04/09-12/10/09	12/22/2009	\$ 897,384.47	\$ 734,960.88	4	\$ 202,013.76
12/11/09-12/17/09	12/29/2009	\$ 464,771.71	\$ 734,960.88	0	\$ -
12/18/09-12/24/09	1/5/2010	\$ 829,110.94	\$ 734,960.88	1	\$ 28,410.00
12/25/09-12/31/09	1/12/2009	\$ 570,023.00	\$ 734,960.88	2	\$ 74,273.56
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
4/2/10-4/8/10	4/20/2010	\$ 466,721.73	\$ 734,960.88	1	\$ 34,670.68
4/9/10-4/15/10	4/27/2010	\$ 841,261.29	\$ 734,960.88	2	\$ 54,607.82
4/16/10-4/22/10	5/4/2010	\$ 491,330.89	\$ 734,960.88	0	\$ -
4/23/10-4/29/10	5/11/2010	\$ 991,213.23	\$ 734,960.88	3	\$ 146,388.40
4/30/10-5/6/10	5/18/2010	\$ 576,874.07	\$ 734,960.88	2	\$ 72,832.36
5/7/10-5/12/10	5/25/2010	\$ 902,612.71	\$ 734,960.88	1	\$ 32,865.00
5/14/10-5/20/10	6/1/2010	\$ 486,551.40	\$ 734,960.88	1	\$ 26,004.75
5/21/10-5/27/10	6/6/2010	\$ 801,226.70	\$ 734,960.88	0	\$ -
5/28/10-6/3/10	6/15/2010	\$ 673,591.39	\$ 734,960.88	2	\$ 97,381.00
6/4/10-6/10/10	6/22/2010	\$ 728,194.42	\$ 734,960.88	0	\$ -
6/11/10-6/17/10	6/29/2010	\$ 467,453.84	\$ 734,960.88	1	\$ 27,463.00
6/18/10-6/24/10	7/6/2010	\$ 782,774.17	\$ 734,960.88	0	\$ -
	Paid and Budgeted Claims - to date	\$ 27,411,950.09	\$ 27,928,553.44		
	Amount of Difference from Budget		\$ (516,603.35)		
		Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.			

From: <SIFSFAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 6/25/2010 4:55 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: 2010-06-25 **REQUEST AMOUNT:** \$1,253,077.84

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2010-06-24	\$711,497.33
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,227,220.67
+ CURRENT DAY NET CHARGE:	\$25,857.17
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,253,077.84

ACTIVITY FOR WORK DAY: 2010-06-18

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$389,468.19	\$00.00	\$389,468.19
TOTAL:	\$389,468.19	\$00.00	\$389,468.19

ACTIVITY FOR WORK DAY: 2010-06-21

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$199,787.49	\$00.00	\$199,787.49

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_06_24

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	-214.66	NN	1627176	AE		6 6/24/2010	200	6/21/2010	6/24/2010
701254	632	-231.68	NN	1285263	AE		6 6/24/2010	200	6/21/2010	6/24/2010
701254	632	-251.06	NN	1858497	AH		1 6/24/2010	200	6/21/2010	6/24/2010
701254	632	-305.49	NN	SSN0000C	AL		0 6/18/2010	600	6/24/2010	6/24/2010
701254	632	-310.16		26 190868	AE		7 6/16/2010	50	6/21/2010	6/24/2010
701254	632	-402.58	NN	1785528	AA		5 6/24/2010	200	6/21/2010	6/24/2010
701254	632	-423.5	NN	897565	AH		4 6/24/2010	200	6/21/2010	6/24/2010
701254	632	-459.11	NN	SSN0000C	AL		0 6/21/2010	600	6/25/2010	6/24/2010
701254	632	-533.92	UZ	45297540	AI		2 4/2/2010	50	6/21/2010	6/24/2010
701254	632	-753.18	NN	SSN0000C	AL		0 6/21/2010	600	6/25/2010	6/24/2010
701254	632	-870	NN	1389824	AH		5 6/24/2010	200	6/21/2010	6/24/2010
701254	632	-972.1	NN	1271406	AH		5 6/24/2010	200	6/21/2010	6/24/2010
701254	632	-1253.75	NN	1312460	AE		6 6/24/2010	200	6/21/2010	6/24/2010
701254	632	-1684.14		26 190869	AH		1 6/16/2010	50	6/21/2010	6/24/2010
701254	632	-2500		26 190040	AE		5 6/16/2010	50	6/21/2010	6/24/2010
701254	632	-5983.16	NN	SSN0000C	AL		0 6/17/2010	600	6/23/2010	6/24/2010
701254	632	-6244.53		26 189951	AA		5 6/16/2010	50	6/21/2010	6/24/2010
701254	632	-6642	NN	SSN0000C	AL		0 6/18/2010	600	6/24/2010	6/24/2010
701254	632	-8843.22	NN	SSN0000C	AL		0 6/21/2010	600	6/25/2010	6/24/2010

782,774.17

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 06/24/2010

<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

9

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

 For the payment week ending: 6/24/2010

TYPE	MEMBER TYPE	TRANS_AMT
<i>CEPO</i>		
	EE	
	526-1145-522.45-28	114,296.99
	RR	
	526-1145-522.45-29	13,045.73
Total CEPO		\$127,342.72
<i>EPO</i>		
	EE	
	526-1145-522.45-20	193,893.42
	RR	
	526-1145-522.45-21	36,668.58
Total EPO		\$230,562.00
<i>PPO</i>		
	EE	
	526-1145-522.45-25	353,447.00
	RR	
	526-1145-522.45-26	71,422.45
Total PPO		\$424,869.45
Grand Total		\$782,774.17

RECEIVED
COUNTY JUDGE'S OFFICE

5

Travis County Commissioners Court Agenda Request

Voting Session 7/6/10
(Date)

Work Session _____
(Date)

I. Request made by:



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

Routine Personnel Actions

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

II. Additional Information

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

Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759

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

July 6, 2010

ITEM # :

DATE: June 25, 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
Criminal Justice Planning	61	Social Worker	17 / Minimum / \$38,648.90	17 / Minimum / \$38,648.90
Fac Mgmt	158	Custodian*	5 / \$24,960.00	5 / \$24,960.00
Fac Mgmt	159	Custodian*	5 / \$24,960.00	5 / \$24,960.00
Juvenile Probation	54	Juvenile Probation Ofcr II	15 / Minimum / \$33,764.43	15 / Minimum / \$33,764.43
Juvenile Probation	282	Juvenile Detention Ofcr I**	12 / Level 3 / \$30,056.00	12 / Level 3 / \$30,056.00
Juvenile Probation	301	Juvenile Probation Ofcr III	16 / Level 3 / \$39,374.40	16 / Level 3 / \$39,374.40
Tax Collector	81	Tax Specialist I	12 / \$29,680.55	12 / \$29,680.55
Tax Collector	132	Accountant	16 / Midpoint / \$45,151.39	16 / Midpoint / \$45,151.39
TNR	477	Engineering Inspector Spec	16 / Level 4 / \$40,456.00	16 / Level 4 / \$40,456.00
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Co Agricultural Ext Serv	20001	Social Svcs Asst	11 / \$12.39	11 / \$12.39	02
Co Agricultural Ext Serv	20002	Social Svcs Asst	11 / \$12.39	11 / \$12.39	02
County Clerk	20481	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
District Atty	20037	Office Specialist*	10 / \$12.27	10 / \$12.27	02
* Actual vs Authorized			**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).		

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
HHS	20034	Office Asst	8 / \$10.10	8 / \$10.10	02
HHS	20035	Office Asst	8 / \$10.10	8 / \$10.10	02
HHS	20038	Office Asst	8 / \$11.00	8 / \$11.00	02
HHS	20041	Office Asst	8 / \$11.50	8 / \$11.50	02
HHS	20042	Office Asst	8 / \$10.10	8 / \$10.10	02
HHS	20043	Office Asst	8 / \$11.00	8 / \$11.00	02
HHS	20044	Social Svcs Asst	11 / \$12.60	11 / \$12.60	02
Juvenile Probation	50143	Juvenile Detention Ofcr Asst	11 / \$12.39	11 / \$12.39	05
TNR	20090	Park Tech I	8 / \$11.00	8 / \$11.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Juvenile Probation	161	Juvenile Res Trt Ofcr II* / Grd 13	Juvenile Res Trt Ofcr III / Grd 14	\$30,186.27	\$31,695.58	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Probation	246	Juvenile Res Trt Ofcr I* / Grd 12	Juvenile Res Trt Ofcr II* / Grd 13	\$30,888.00	\$32,432.40	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Probation	571	Counselor* / Grd 15	Counselor Sr / Grd 16	\$34,777.60	\$36,516.48	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Probation	578	Juvenile Detention Ofcr II* / Grd 13	Juvenile Detention Ofcr III / Grd 14	\$30,745.90	\$32,283.20	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Constable 5	Slot 18 / Deputy Constable Sr / Grd 62 / \$46,322.02	Constable 5	Slot 18 / Deputy Constable* / Grd 61 / \$43,210.75	Error correction to Pers Amend 6/1/10. Correcting title and pay. HRMD reviewed supporting documents.
Tax Collector	Slot 142 / Tax Specialist I / Grd 12 / Part-time \$13,786.55	Tax Collector	Slot 71 / Tax Specialist I / Grd 12 / Full-time \$27,573.10	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade. Status change from part-time to full-time (20 hrs to 40 hrs). Retains current rate of pay.
* 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

6



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 6/29/10 MB

Voting Session: Tuesday, July 6, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO CONTRACT NO. 08AE0209LP, WELLS BRANCH AND THERMAL DRIVE SIDEWALK IMPROVEMENTS, KLOTZ & ASSOCIATES. (TNR)

Points of Contact:

Purchasing: Marvin Brice, Assistant Purchasing Agent;
Lee Perry, Purchasing Agent Assistant IV

Department: TNR, Joseph P. Gieselman, Executive Manager,
Steve Sun, Division Manager; Miguel Villarreal, Project Manager

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.
- TNR requests the approval of Change Order number two (2) for the above contract. This Change Order is for additional Construction Phase services including "continued field engineering" duties to supplement the construction inspection performed by County Staff.

This Change Order will increase the contract by \$15,220.00 from \$149,220.00 to \$164,440.00. The Court's approval is required due to the modification amount exceeding 25% of the original contract total.

- **Contract Expenditures:** Within the last 12 months \$122,361.12 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$113,300.00

Contract Type: (Professional Services Agreement)

Contract Period: September 2, 2008 through completion

Contract Modification Information:

Modification Amount: \$15,220.00 (Firm Amount)

Modification Type: Professional Service Agreement

Modification Period: Through Completion

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 501928

Funding Account(s): 485-4941-621-8165

Total Project Budget: \$640,577.00

Design Budget: \$113,300.00

Construction Budget: \$527,277.00

Miscellaneous Budget/ROW: N/A

Contingency: N/A

Comments: N/A

➤ **Statutory Verification of Funding:**

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

Not Applicable

MODIFICATION OF CONTRACT NUMBER: 08AE0209LP

PAGE 1 OF 1 PAGE

WELLS BRANCH AND THERMAL DRIVE SIDEWALK IMPROVEMENTS

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: J. Lee Perry TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: June 14, 2010
ISSUED TO: KLOTZ & ASSOCIATES Attn: Crespin Guzman, P.E. 901 South MoPac Expy. Bldg. V, Ste 220 Austin, Texas 78746	MODIFICATION NO.: <p style="text-align: center;">2</p>	EXECUTED DATE OF ORIGINAL CONTRACT: September 2, 2008

ORIGINAL CONTRACT TERM DATES: September 2, 2008 – Through Completion

CURRENT CONTRACT TERM DATES: September 2, 2008 – Through Completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$113,300.00

Current Modified Amount \$164,440.00

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

A. Reference Exhibit I, Section 1, Compensation for Basic Services. Paragraph 1.1. The Fixed Fee for the performance of the Basic Services amount is changed from NTE \$147,720.00 (as amended with Modification 1, dated January 26, 2010) to \$162,940.00, an increase of \$15,220.00. Additionally, Paragraph 1.1.1 item (iv) Construction Phase is amended to read \$98,540.00.

B. The Contract Scope of Services is modified to incorporate the performance by the ENGINEER of additional Construction Phase services including "continued field engineering" duties to supplement the construction inspection performed by County Staff.

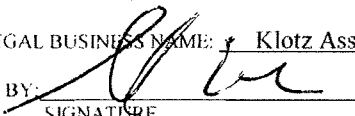
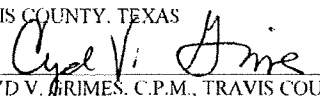
C. Reference Exhibit 1, Section 5 – Total Professional Services Agreement Sum, is changed from an NTE amount of **\$149,220.00** (\$147,720.00 Basic Services, and NTE \$1,500.00 Reimbursable Expenses) to an NTE amount of **\$164,440.00** (\$162,940.00 Basic Services, and NTE \$1,500.00 Reimbursable Expenses), an increase of **\$15,220.00**.

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

Note to Vendor:

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

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

LEGAL BUSINESS NAME: <u>Klotz Associates, Inc</u> BY: <u></u> SIGNATURE BY: <u>Les W. Pittman</u> PRINT NAME TITLE: <u>Senior Vice President</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: <u>6/16/2010</u>
TRAVIS COUNTY, TEXAS BY: <u></u> CYD V. PRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>6/29/10</u>
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____



Lee
6.8.10
MB

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

RECEIVED
TRANSPORTATION
9 JUN -7 AM 8:46
PURCHASING
OFFICE

June 4, 2010

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent
FROM: Steve Manilla, P.E., TNR Public Works Director
SUBJECT: Modification #2 to Klotz Associates, Inc. Professional Services Agreement for Wells Branch Parkway and Thermal Drive Sidewalk Improvements, Precinct 2

I request that you modify an active contract with Klotz Associates, Inc. (contract number 08AE0209LP) to increase the contract amount by \$15,220. This amount will be used to compensate the Consultant for additional construction phase services needed for the Wells Branch Parkway and Thermal Drive Sidewalk Improvement project.

This modification is requested due to ongoing "engineering in the field" nature of the project, the current construction completion performance of the low bidder Ceda Tex Services, and the current allocation of funds for construction phase services is nearly exhausted according to Klotz Associates letter dated May 26,2010.

TNR recommends using Klotz Associates These services will supplement the construction inspection performed by County staff. TNR staff has reviewed the attached scope and fee proposal submitted by Klotz Associates for this modification and finds it acceptable. The fees are approximately 3.6% of the construction cost.

Previously, Modification #1 dated 1-26-10, added \$35,920.00 to the construction phase of this contract. With Modification #2, the total PSA amount is \$164,440. The total construction cost, including change orders, is \$494,720. The construction cost is about 60% lower than the engineer's estimate due to the extremely competitive bidding environment resulted from the economy downturn. This project is classified as a retrofit project for correcting all problem and non-compliant spots on existing sidewalks. The engineering fee for retrofit type project is higher than the fee for new project.

TNR Financial Services has verified fund source and availability for this modification.

Requisition Number: 501928 **Comm/Sub-comm:** 968/102

Account Number: 485-4941-621-8165 **Project Number:** M06485 **Amount** \$15,220.00

cc: Steve Sun, P.E., TNR CIP Division Manager
Miguel Villarreal, TNR Project Manager
Cynthia McDonald, Donna Williams-Jones, Brunilda Cruz, TNR Financial Services

GM200I13

TRAVIS COUNTY

6/24/10

Fiscal Year 2010

Account Balance Inquiry

15:33:40

Account number . . . : 485-4941-621.81-65
 Fund : 485 REGIONAL MOBILITY & TRANS
 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 : 81 CAPITAL OUTLAY
 Object : 65 PURCH SVC INFRASTRUCTR SW

Project Req'd

Original budget :	0	
Revised budget :	2,264,370	10/28/2009
Actual expenditures - current . . :	10,994.38	
Actual expenditures - ytd :	183,399.87	
Unposted expenditures :	.00	
Encumbered amount :	169,014.08	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	26,936.69	
Total expenditures & encumbrances:	390,345.02	17.2%
Unencumbered balance :	1,874,024.98	82.8

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

PI625I02

**TRAVIS COUNTY
Purchase Requisition**

6/24/10
15:34:36

Number : 0000501928
 Type : 1 PURCHASE REQUISITION
 Status : READY FOR BUYER PROCESS
 Reason : 53933 ROADS-CIP MOD PO#407121 CONT 08AE0209LP
 By : BRUNILDA CRUZ 854-7679
 Date : 6/04/10
 Vendor : 45047 KLOTZ ASSOCIATES INC
 Contract nbr :
 Ship to : AI AS INDICATED BELOW
 Deliver by date : 6/04/10
 Buyer : LP LEE PERRY
 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	15220.00	DOL	CONSTRUCTION PHASE MOD #2. FOR ADDITIONAL SERVICES FOR THE CONSTRUCTION PHASE FOR THE WELLS BRANCH

+

COMMENTS EXIST

Total: 15220.00

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

7



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9188

Approved by: _____

Cyd V. Grimes 6/29/10

Voting Session: Tuesday, July 6, 2010

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR SEPTIC AND HOLDING TANK SERVICES, IFB NO. B100195-NB, TO THE SOLE BIDDER, PLUMMERS ENVIRO SOLUTIONS, INC. (TNR)

Points of Contact:

Purchasing: Nancy Barchus 854-9764

Department: TNR: Joseph P. Giesleman, 854-9384, Christina Jensen 854-7670

County Attorney (when applicable): John Hille, 854-9415

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

This contract requires the vendor to supply septic and holding tank services to Transportation and Natural Resources Department and other Travis County departments.

On May 3, 2010, IFB # B100195-NB was issued through BidSync. One (1) bid was received on May 24, 2010. The Purchasing Office concurs with Transportation and Natural Resources Department's recommendation to award a contract to the sole responsive bidder, Plummers Enviro Solutions, Inc.

Two (2) vendors that were invited but did not bid gave their reason for not submitting a bid was that Travis County was outside of their service area.

- **Contract Expenditures:**

Within the past 12 months, \$7,892.50 has been spent against this requirement.

- **Contract-Related Information:**

Award Amount: Estimated requirements, as needed basis

Contract Type: Annual

Contract Period: July 31, 2010 through July 30, 2011

➤ **Solicitation-Related Information:**

Solicitations Viewed: 30

Responses Received: 1

HUB Information: 0

% HUB Subcontractor: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account: 001-4945-631-5011

Comments: Requisitions will be entered into H.T.E. as needed.

➤ **Statutory Verification of Funding:**

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

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

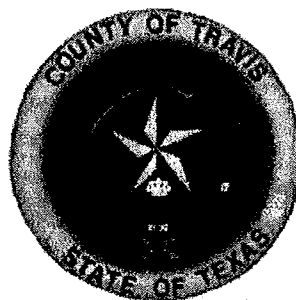
DATE

COUNTY JUDGE

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

**Bid Tabulation Packet
for
Solicitation B100195-NB**

SEPTIC AND HOLDING TANK SERVICES



Travis County

Bid #B100195-NB - SEPTIC AND HOLDING TANK SERVICESCreation Date **Apr 16, 2010**End Date **May 27, 2010 1:30:00 PM CDT**Start Date **May 3, 2010 2:49:05 PM CDT**Awarded Date **Not Yet Awarded**

B100195-NB-1-01 Group A: PUMP SEPTIC AND HOLDING TANKS: Richard Moya Park					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$225.00	4 / each	\$900.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B100195-NB-1-02 Group A: PUMP SEPTIC AND HOLDING TANKS: Pace Bend Park					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$225.00	6 / each	\$1,350.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B100195-NB-1-03 Group A: PUMP SEPTIC AND HOLDING TANKS: Pace Bend Park RV Tank					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$225.00	1 / each	\$225.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B100195-NB-1-04 Group A: PUMP SEPTIC AND HOLDING TANKS: Sandy Creek Park					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$225.00	3 / each	\$675.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B100195-NB-1-05 Group A: PUMP SEPTIC AND HOLDING TANKS: Webberville Park					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$225.00	6 / each	\$1,350.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B100195-NB-1-06 Group A: PUMP SEPTIC AND HOLDING TANKS: Webberville Park					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$225.00	2 / each	\$450.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B100195-NB-1-07 Group A: PUMP SEPTIC AND HOLDING TANKS: Mansfield Dam					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$225.00	1 / each	\$225.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B100195-NB-1-08 Group A: PUMP SEPTIC AND HOLDING TANKS: Hamilton Pool Park					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$200.00	3 / each	\$600.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B100195-NB-1-09 Group A: PUMP SEPTIC AND HOLDING TANKS: South East Metro Park					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$225.00	3 / each	\$675.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B100195-NB-1-10 Group A: PUMP SEPTIC AND HOLDING TANKS: Bob Wentz Park					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$225.00	1 / each	\$225.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B100195-NB-1-11 Group A: PUMP SEPTIC AND HOLDING TANKS: Hippy Hollow Park					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$225.00	1 / each	\$225.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B100195-NB-2-01 Group B: PUMP, RINSE, REPUMP AND REFILL SEPTIC AND HOLDING TANKS : Cypress Creek Park					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$400.00	1 / each	\$400.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B100195-NB-2-02 Group B: PUMP, RINSE, REPUMP AND REFILL SEPTIC AND HOLDING TANKS : Pace Bend Park					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$400.00	78 / each	\$31,200.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B100195-NB-2-03 Group B: PUMP, RINSE, REPUMP AND REFILL SEPTIC AND HOLDING TANKS : Selma Hughes Park					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$400.00	1 / each	\$400.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B100195-NB-3-01 DEODORIZER/MOSQUITO REPELLENT: Pit Toilet Deodorizer/Mosquito Repellent					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Plummers Enviro Solutions Inc.	<input checked="" type="checkbox"/> First Offer - \$20.00	300 / gallon	\$6,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Supplier Totals

Plummers Enviro Solutions Inc.	\$44,900.00 (15/15 items)
Bid Contact Michael Bailey mb062001@yahoo.com Ph 512-243-3299	Address 12505 Darryl Dr. Buda, TX 78610
Agency Notes:	Supplier Notes:

Award Total

\$44,900.00 (Does not apply to percentage or no price items.)

**



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) 708-4697

RECEIVED
TRAVIS COUNTY
JUN 23 PM 3:28
PURCHASING
OFFICE

June 21, 2010

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Carol B. Gieselman
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Award of Solicitation B100195-NB
Septic and Holding Tank Services

TNR recommends that Travis County award the above referenced solicitation to Plummer's Enviro Solutions.

The commodity/sub-commodity for Septic Service is 988/075. The budget line item is 001-4945-631-5011.

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

CJ CJ:JPG:cj
Contract File

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

6/25/10
07:31:05

Fiscal Year	:	2010
Account number	:	1-4945-631.50-11
Fund	:	001 GENERAL FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	45 PARK SERVICES
Basic activity	:	63 COMM-ECON DEV (PKS & REC)
Sub activity	:	1 PITD (PARKS)
Element	:	50 REPR & MTNC-SERVCS PURCHD
Object	:	11 REPAIRS-SEPTIC TANKS
Budget	:	41,500
Encumbered amount	:	22,980.00
Pre-encumbered amount	:	.00
Expenditures	:	17,788.00
Total expenditures	:	40,768.00
Balance	:	732.00

Press Enter to continue.

F3=Exit F12=Cancel

#

8

Travis County Commissioners Court Agenda Request

Voting Session : July 6, 2010
(Date)

Work Session: _____
(Date)

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

B. Requested Text:

Consider and Take Appropriate Action to Approve General Fund Payment for Ineligible Grant Expense of \$3,000.

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

10 JUN 29 PM 1:48

RECEIVED
COUNTY JUDGE'S OFFICE

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: June 24, 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: Low Income Repair, Retrofit, and Replacement Assistance Program
(LIRAP) Grant**

Proposed Motion: Consider and take appropriate action to approve using general fund to pay for an ineligible grant expense of \$3,000.

Program Summary: During a disbursement audit of the Low Income Repair, Retrofit and Replacement Program (Aircheck Texas) administered by TNR and HHS & VS, Application No. 5889 presented with a vehicle registration from Hays County. Per the contract with TCEQ, a retirement vehicle must be currently registered in Travis County and have been in the county for the 12 months immediately preceding the application for assistance.

During the eligibility process the client provided a Texas Department of Transportation Vehicle Inquiry Receipt (of registration) from the Travis County Tax Office. However, the County Code for current registration on the receipt was #105 - Hays County. The Travis County code is #227 – the Travis County code was indicated in other sections on the receipt, but during the eligibility process the codes were misread. This resulted in a Replacement voucher for \$3,000 being issued and redeemed. The dealer submitted correct invoices to TNR in April, and it was approved to be paid.

Issues and Opportunities: This program utilizes various databases to verify registration and inspection information to determine eligibility. This documentation from

the other agencies can be challenging to decipher correctly, such as Tx. DOT registration renewal receipts and vehicle inquiry receipts, Tx. DOT Certificate of Titles, Tx. Dept. of Motor Vehicles (Vehicle, Titles and Registration Inquiries), Texas Vehicle Inspection Reports. Travis County staff have routinely consulted with these agencies for clarification of their coding. Staff have been trained on the documentation types and contact these agencies for guidance when appropriate. Additional consultation with these agencies will occur, along with updates to the Program Manual as needed, ongoing staff training and full audit review of eligibility documents will continue.

Budgetary and Fiscal Impact:

The Social Service Agency account 001-5891-611-6290 within the Health and Human Services Budget has one time funds available to cover the expense from an expired contract.

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

CUST# 53707

COVERT CHEV BUICK PONT GMC
PO BOX J
BASTROP TX 78602-
(512)303-2311

RECEIVED
11/16/2009
TMR

NATHANIEL JONES
SARAH JONES
PRINT CUSTOMER NAME ONLY

ORDER # 72846
DATE 11/16/2009
ACTUAL DELIVERY DATE 11/16/2009

(Federal regulations require you to state the odometer mileage upon transfer of ownership. An inaccurate or untruthful statement may make you liable for damages to your transferee, for attorney fees, and for civil or criminal penalties, pursuant to sections 409, 412, and 413 of the Motor Vehicle Information and Cost Savings Act of 1972 (Pub. L. 92-513, as amended by Pub. L. 94-364).)

I, NATHANIEL JONES, state that the odometer mileage on the vehicle described below now reads 133846 miles/kilometers.

TRANSFEROR'S NAME-SELLER PRINT
CHECK ONE BOX ONLY

(1) I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the actual mileage of the vehicle described below.

(2) I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the amount of mileage in excess of designed mechanical odometer limit of 99,999 miles/kilometers of the vehicle described below.

(3) I hereby certify that to the best of my knowledge the odometer reading as stated above is not the actual mileage of vehicle described below and should not be relied upon.

(1) I hereby certify that the odometer of said vehicle was not altered, set back to disconnected while in my possession, and I have no knowledge of anyone else doing so.

(2) I hereby certify that the odometer was altered for repair or replacement purposes while in my possession, and that the mileage registered on the repaired or replacement odometer was identical to that before such service.

(3) I hereby certify that the repaired or replacement odometer was incapable of registering the same mileage, that it was reset to zero, and that the mileage on the original odometer or the odometer before repair was _____ miles/kilometers.

Minor cosmetic damage may have occurred during the shipping or storage of this vehicle and may have been repaired using accepted industry methods. It also may have been necessary to correct mechanical defects in this vehicle. A record of any repair made to this vehicle is available for your inspection. If you feel that the fact that such repairs were necessary might influence your decision to buy, simply ask your salesman to let you examine the repair records. You are certifying that you have read this statement by your signature herewith.

YEAR	MAKE	MODEL	LICENSE NO.	VEHICLE IDENTIFICATION NUMBER	STOCK#
2009	PONTIAC	VIBE		5Y2SP67869Z400365	300190A

The Manufacturer lists the equipment on this automobile on the price sticker and it is the buyers responsibility to be sure what he wants is on this vehicle.

ODOMETER MILEAGE STATEMENT
(Federal regulations require you to state the odometer mileage upon transfer of ownership. An inaccurate or untruthful statement may make you liable for damages to your transferee, for attorney fees, and for civil or criminal penalties to sections 409, 412, and 413 of the Motor Vehicle Information and Cost Savings Act of 1972 (Pub. L. 92-513, as amended by Pub. L. 94-364).)

I, NATHANIEL JONES, state that the odometer mileage on the vehicle described below now reads 133846 miles/kilometers.

TRANSFEROR'S NAME-SELLER PRINT

CHECK ONE BOX ONLY

(1) I hereby certify that odometer of said vehicle was not altered, set back to disconnected while in my possession and I have no knowledge of anyone else doing so.

(2) I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the amount of mileage in excess of designed mechanical odometer limit of 99,999 miles/kilometers of the vehicle described below.

(3) I hereby certify that to the best of my knowledge the odometer reading as stated above is not the actual mileage of vehicle described below and should not be relied upon.

YEAR	MAKE	BODY TYPE
2000	VOLVO	V40
VEHICLE IDENTIFICATION NO. YV1VH2550YF463442		LICENSE NO.
VALIDATION NO.		

(1) I hereby certify that the odometer of said vehicle was not altered, set back to disconnected while in my possession and I have no knowledge of anyone else doing so.

(2) I hereby certify that the odometer was altered for repair or replacement purposes while in my possession, and that the mileage registered on the repaired or replacement odometer was identical to that before such service.

(3) I hereby certify that the repaired or replacement odometer was incapable of registering the same mileage, that it was reset to zero, and that the mileage on the original odometer or the odometer before repair was _____ miles/kilometers.

Transferor's Signature (Seller) X: *[Signature]*

DISCLAIMER OF WARRANTIES
Any warranties on the products sold hereby are those made by the manufacturer. The Seller, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on the consumer by the government, and is not required to be charged by the dealer to the consumer.

PRICE	\$ 15999.00
RECEIVED	
2000	
CORY MANCHACA	
TOTAL RETAIL PRICE	15999.00
CUSTOMER REBATE	N/A
TRADE-IN ALLOWANCE	N/A
TOTAL TRADE-IN ALLOWANCE & REBATES	5500.00
TRADE DIFFERENCE	10499.00
STATE SALES TAX	656.19
DEALER'S INVENTORY TAX	36.99
LUXURY TAX	N/A
LICENSE PLATES	58.00
TITLE, INSPECTION, TRANSFER, REGISTRATION & TITLE COPIES	73.75
DOCUMENTARY FEE	150.00
SUB-TOTAL	11473.13
AMOUNT OWED ON TRADE-IN	2500.00
WARRANTY	N/A
TOTAL AMOUNT DUE	13973.13
DOWN PAYMENT	N/A
BALANCE TO FINANCE	13973.13

Amount Owed on Trade-In: 2500.00

N.P.O. To: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Loan Officer: _____

LIEN HOLDER: UNIVERSITY FEDERAL CREDIT UNION

ADDRESS: PO BOX 9350

CITY/STATE/ZIP: AUSTIN TX 78766-9350

LOAN OFFICER: THRU

I UNDERSTAND AND AGREE TO THE PROVISIONS AND TERMS OF THIS ORDER ON THE REVERSE SIDE HEREOF, AND ACCEPT THEM AS A PART OF THIS ORDER THE SAME AS IF THEY WERE PRINTED ON THE FACE HEREOF AND ABOVE MY SIGNATURE.

This order, front and back, contains the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning the same has been made or entered into, or is a part of this transaction. As Buyer of the above described vehicle, I understand and agree that the Seller may make a profit on the sale of the vehicle, any add-on equipment, insurance product, financing, warranty or service contract, repair, or any other product of service sold by seller.

CHRISTOPHER J CAMPION 294
SALESMAN

CONTRACT MANAGER

Anti-freeze installed at the factory if for the protection of the car during shipping and should be checked by owner on delivery. THIS ORDER NOT VALID UNTIL SIGNED BY SELLER.

SELLER

880 OLD RED RANCH RD
DRIPPING SPRINGS TX 78620
(512)788-0108 STATE ZIP

TELE: HOME OFFICE

BY: *[Signature]*



administered by Travis County
Transportation and Natural Resources Dept
Health & Human Services and Veterans Service Dept
Phone: (512) 267-0301



Participant Information

Vehicle Owner NATHANIEL JONES
750 OLD RED RANCH RD , DRIPPING SPRINGS, TX 78620

Phone (512) 788-0108

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DEC 09 2009
TNR

Retired Vehicle Information (Please verify information below corresponds to the vehicle being presented.)

Year, Make and Model 1991 BUICK CENTURY
VIN 1G4AH54R9M6418980 Plate No 662WGB
Odometer Reading 97125

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DEC 09 2009
CORY MANCHACA

Authorization to Bill Travis County - Voucher # 00005889-4A48E

Issued: 10-20-2009 Expires: 11-19-2009

The vehicle above is eligible for **Replacement**. The AirCheck Texas Repair and Replacement Program may help the participant purchase another vehicle by paying up to **\$3,000** toward the purchase price from a participating dealer (that is, a dealer who has a prior agreement with Travis County AirCheck Office).

Pamela Green
Pamela Green, Caseworker

Sherril E. Fleming
SHERRIL FLEMING, Executive Manager

Replacement Vehicle Information

Year, Make and Model 2009 Pontiac Vibe
VIN 5Y2SP67869Z400365 Plate No BJ38827
Odometer Reading 17531
DPS Sticker Number W11334725

Tier 2 (Circle One)
Bin 1 Bin 2 Bin 3 Bin 4 Bin 5

Purchase Price: (total cost must not exceed \$25,000) Line 21a - Form 130-U \$ 15999.00
Less: \$3,000 - car up to 3 yrs. old; \$3,000 - truck up to 2 yrs old.;
\$3,500 - hybrid 1 yrs. old or newer --\$ 2500.00
Total Cost to Program participant \$ 10499.00

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TRAVIS COUNTY
AUDITORS OFFICE
APR 02 2010
CORY MANCHACA
2010 APR 20 PM 3:35

ACT013 (CABA 04/09)

USERID=Pamela Green

002902

Instructions for Vehicle Seller

Program change: Beginning August 1, 2008, vouchers for redemption must be received by the Travis County AirCheck office within 30 days of the date of sale in order to be reimbursed unless a prior, written waiver is requested and received.

Dealership Name Covert Chev Olds INC Contact Name JEANNIE RILEY
 Phone 512 303 2311 Fax 512 303 4098
 Mailing Address PO Box J BASTROP TX 78602
Address City State Zip
 Physical Address 702 Hwy 71 W BASTROP TX 78602
(if different from Address City State Zip mailing address)

Signatures & Information

I certify that the above information is true and accurate to the best of my knowledge. I understand that falsification of this report may result in criminal penalties, punishable by law. I release the Regional Administrator of all liability for personal injury, death, or property damages resulting from use of this voucher.

Vendor Signature [Signature] Date 11/19/09
 Participant Signature [Signature] Date 11/16/09

Dealership Responsibilities (As per AirCheck Texas Repair and Replacement Program Agreement):

1. Verify that the Replacement Voucher is genuine (look for hologram and TC#).
2. Verify the Retired Vehicle Information matches the vehicle being presented.
3. Insure that the AirCheck Texas Retired Vehicle Manifest, Retired Vehicle Title and vehicle are presented.
4. Replacement Vehicle meets all criteria, Tier 2 Bin 5 or cleaner, a car is 3 years old or newer, a truck is 2 years old or newer and a hybrid is 1 year old or newer.
5. Transfer of Retired Vehicle to dismantler.
6. Account for the voucher amount in the Application for Certificate of Title, Line 21(b), Less Trade-in Amount.
7. Return the Replacement Voucher; the Retired Vehicle Manifest; a copy of the vehicle title for the retired vehicle, copies of the Application for Title, the Sales Contract and Vehicle Inspection Report (if available) to:

Travis County Dept of Transportation and Natural Resources
 Executive Office Building
 411 West 13th Street, 11 th Floor
 P.O. Box 1748
 Austin, TX 78767
 Attn: AirCheck Texas Repair Replacement Administrative Associate
 Fax: (512) 854-7206

Please contact Cory Manchaca at 854-7205 if you have any questions.

APPLICATION FOR TEXAS CERTIFICATE OF TITLE

SHADED AREAS ARE TO BE COMPLETED BY THE SELLER

TYPE OR PRINT NEATLY IN INK

TAX OFFICE USE ONLY					County Use Only	
Tax Collector _____		County _____			Transaction Number _____	
1. Vehicle Identification Number 5Y2SP67869Z400365		2. Year 2009	3. Make PONT	4. Body Style VI		
5. Model VIB	6. Odometer Reading 17531	7. Empty Weight	8. Carrying Capacity (lbs.)		9. Tonnage	
10. Trailer Type <input type="checkbox"/> Semi <input type="checkbox"/> Full	11. Plate No. 300190A	12. Vehicle Unit No.				
14. Applicant's/Owner's Name(s) NATHANIEL JONES SARAH JONES					13. Applicant's/Additional Applicant's Social Security Numbers (Sub * below) or Federal Tax ID Number	
Address 750 OLD RED RANCH RD DRIPPING SPRINGS TX 78620					County Name _____	
14a. Registrant's Name (Renewal Notice Recipient)					County Name _____	
Address					County Name _____	
City, State, Zip Code					County Name _____	
14b. Vehicle Physical Location					County Name _____	
City, State, Zip Code					County Name _____	

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TNR

15a. GDN - Dealer Use Only P11259

THIS MOTOR VEHICLE IS SUBJECT TO THE FOLLOWING FIRST LIEN

16. 1st Lien Date 11/16/2009	1st Lienholder Name UNIVERSITY FEDERAL CREDIT UNION Address PO BOX 9350 City, State, Zip Code AUSTIN TX 78766-9350	16a. Additional Lien(s)? <input type="checkbox"/> YES (if additional liens are to be recorded, attach Form VTR-267.)
--	--	---

17. FOR CORRECTED TITLE, CHECK REASON(S) Change in Vehicle Description VIN No Change in Ownership Lien Add Lien Remove Lien Odometer Brand Odometer Reading

18. ODOMETER DISCLOSURE: FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

COVERT CHEV BUICK PONT GMC State that the odometer now reads **17531** (no letters)

THE MILEAGE IS Actual Mileage Not Actual Mileage WARNING: ODOMETER DISCREPANCY Mileage Exceeds Mechanical Limits

IF NO SELLER/AGENT, TITLE APPLICANT SHOULD CHECK ONE OF THE 3 BOXES ABOVE UNLESS NUMBER 8 INDICATES EXEMPT.

MOTOR VEHICLE TAX STATEMENT

19. CHECK ONLY IF APPLICABLE
 I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code, §152.046 (c)).
 I am a Dealer or Lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002 (c)). **1G4AH54R9M6418980**

20. DESCRIPTION OF VEHICLE
 TRADED IN (if any) Year **1991** Make **BUICK** Vehicle Identification Number **YV1VW2550YF463442** 20a. ADDITIONAL TRADE - INS? (Y/N) **NO**

21. SALES AND USE TAX COMPUTATION

(a) Sales Price (N/A) (b) Less Trade - In Amount, Describe in Item 20 Above \$ **5500.00** (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, Describe in Item 20 Above \$ **N/A** (d) Taxable Amount (Item a. minus Item b./Item c.) \$ **10499.00** (e) 6.25% Tax on Taxable Amount (Multiply Item d. by .0625) \$ **656.19** (f) Late Tax Payment Penalty 5% or 10% (g) Tax Paid to (STATE) \$ **N/A** (h) AMOUNT OF TAX AND PENALTY DUE (Item e. plus Item f. minus Item g.) \$ **656.19**

\$90 New Resident Tax - (Previous State)
 \$5 Even Trade Tax
 \$10 GIR Tax
 \$65 Rebuilt Salvage Fee
 2.5% Emissions Fee (Diesel Vehicles 1998 and Older < 14,000 lbs)
 1% Emissions Fee (Gasoline Vehicles 1997 and Newer > 14,000 lbs)
 Exemption claimed under Motor Vehicle Sales and Use Tax Law because _____

\$28 or \$3 APPLICATION FEE FOR CERTIFICATE OF TITLE (Contact your County Tax Assessor/Collector for the correct fee.)

RECEIVED
09 2009
CORY MA...

I HEREBY CERTIFY THAT ALL STATEMENTS IN THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of SELLER, DONOR, OR TRADER: **Ben Heath** GOVERT CHEV BUICK PONT GMC Date: **11/16/2009**

Signature of PURCHASER, DONEE, OR TRADER: **SARAH JONES** NATHANIEL JONES Date: **11/16/2009**

RIGHTS OF SURVIVORSHIP OWNERSHIP AGREEMENT (MARRIED PERSONS)
 WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS APPLICATION FOR TITLE, SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF EITHER OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR.
 NON-MARRIED PERSONS ARE REQUIRED TO EXECUTE A RIGHTS OF SURVIVORSHIP OWNERSHIP AGREEMENT FOR A MOTOR VEHICLE, FORM VTR-122.

SIGNATURE _____ Date _____
 SIGNATURE _____ Date _____

WARNING: Transportation Code, §501.155, provides that falsifying information on title transfer documents is a third-degree felony offense punishable by not more than ten (10) years in prison or not more than one (1) year in a community correctional facility. In addition to imprisonment, a fine of up to \$10,000 may also be imposed.
 * NOTE: Transportation Code, §501.0235, REQUIRES that the applicant's social security number be provided when applying for a certificate of title. If the applicant does not have a social security number, Form VTR-171, Statement of Fact for Non-disclosure of a Social Security Number, must accompany this application. This information is requested for owner identification purposes.

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TNR

INSTRUCTIONS
ON REVERSE

AIRCHECKTEXAS RETIRED VEHICLE TRANSFER MANIFEST

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APR 02 2010

PROGRAM ADMINISTRATOR: TRAVIS COUNTY TNR
P.O. BOX 1748, AUSTIN, TEXAS 78767

PHONE:
512-854-7205

AUTOMOBILE DEALERSHIP SECTION (To be filled out by Dealership)

VEHICLE OWNER

Name: NATHANIEL JONES Phone: 512, 788 0108 Date: 11/16/09
Mailing Address: 750 Old Red Ranch Rd City: Dripping Springs State: TX Zip: 78620

VEHICLE INFORMATION

Vehicle Identification Number (VIN): 1G4AH54R9M6418980 License Plate Number: 662WGB Odometer Reading: 87125
Year: 1991 Make: Buick Model: Century
Title/Document Number: 22731940044150701
Signature of Vehicle Owner: [Signature]

AUTOMOBILE DEALERSHIP

Dealership: Covert Chev-Olds Inc Phone: 512, 303 2311 County: BASTROP
Physical Address: 702 Hwy 71 W City: BASTROP State: TX Zip: 78602
Mailing Address: PO Box 3 City: BASTROP State: TX Zip: 78602
Dealership Representative: Ben Brightwell Verifying VIN & Receipt of Vehicle
Signature: [Signature] Date: 11/16/09

NOTE: Payment to Automobile Dealership Contingent Upon Signature Below of Dismantler Verifying Receipt of Vehicle.

SALVAGE/DISMANTLING FACILITY SECTION (To be filled out by Dismantler)

Salvage/Dismantling Facility: A1 Partsmart Phone: (512) 364 0043 County: TRAVIS
Physical Address: 9707 FM 812 City: AUSTIN State: TX Zip: 78719
Mailing Address: PO Box 17998 City: AUSTIN State: TX Zip: 78760

Texas Dept. of Transportation (TxDOT) Salvage Vehicle Dealers License Number: 22 73 00 0 1 0

TCEQ Storm Water Permit Number: TX R 05 M 872

Dismantler Representative: DAVID SALAZAR Verifying VIN & Receipt of Vehicle
Signature: [Signature] Date: 11-23-09

DESTRUCTION CERTIFICATION

I certify that the emissions-control equipment AND THE ENGINE of this vehicle have been destroyed. Emissions-control equipment may include the following: exhaust gas recirculation system, power control module, catalytic converter, oxygen sensors, evaporative purge canister, positive crankcase ventilation valve, gas cap.

All mercury switches have been removed, and I also certify that the vehicle, itself has been destroyed.

Dismantler Representative Verifying Destruction of Equipment and Vehicle
Signature: _____ Date: _____

RECYCLING FACILITY

Recycling Facility: _____ Phone: () _____ County: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Texas Dept. of Transportation (TxDOT) Salvage Vehicle Dealers License Number: _____

Recycling Facility Representative Verifying Receipt of Vehicle
Signature: _____ Date: _____

White - Automobile Dealership (to Program Administrator) Green - Automobile Dealership (to file) Yellow - Salvage/Dismantling Facility (to file) Pink - Recycling Facility (to file) Goldsmrod - Auto Dealership (to Program Administrator)

RECEIVED
APR 02 2010
CORRY MANCHACK
AUDITORS OFFICE
APR 20 11 35 AM '10

INSTRUCTIONS
ON REVERSE

AIRCHECKTEXAS RETIRED VEHICLE TRANSFER MANIFEST

PROGRAM ADMINISTRATOR: TRAVIS COUNTY TNR
P.O. BOX 1748, AUSTIN, TEXAS 78767

PHONE:
512-854-7205

AUTOMOBILE DEALERSHIP SECTION (To be filled out by Dealership)

VEHICLE OWNER

Name: _____ Phone: () _____ Date: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____

VEHICLE INFORMATION

Vehicle Identification Number (VIN) _____ License Plate Number _____ Odometer Reading _____

Year: _____ Make: _____ Model: _____

Title/Document Number: _____

AUTOMOBILE DEALERSHIP

Dealership: _____ Phone: () _____ County: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

NOTE: Payment to Automobile Dealership Contingent Upon Signature Below of Dismantler Verifying Receipt of Vehicle.

SALVAGE/DISMANTLING FACILITY SECTION (To be filled out by Dismantler)

Salvage/Dismantling Facility: _____ Phone: () _____ County: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Texas Dept. of Transportation (TxDOT) Salvage Vehicle Dealers License Number: _____

TCEQ Storm Water Permit Number: _____

DESTRUCTION CERTIFICATION

I certify that the emissions-control equipment AND THE ENGINE of this vehicle have been destroyed. Emissions-control equipment may include the following: exhaust gas recirculation system, power control module, catalytic converters, oxygen sensors, evaporative purge canister, positive crankcase ventilation valve, gas cap.

All mercury switches have been removed, and I also certify that the vehicle itself has been destroyed.

RECEIVED
APR 20 2010
CORY MANCH

RECYCLING FACILITY

Recycling Facility: _____ Phone: () _____ County: _____

Physical Address: _____ City: _____ State: _____

Mailing Address: _____ City: _____ State: _____

Texas Dept. of Transportation (TxDOT) Salvage Vehicle Dealers License Number: _____

TRAVIS COUNTY
AUDITORS OFFICE
2010 APR 20 9:33 AM

White - Automobile Dealership (to Program Administrator) Green - Automobile Dealership (to file) Yellow - Salvage/Dismantling Facility (to file) Pink - Recycling Facility (to file) Goldenrod - Auto Dealership (to Program Administrator)

INSTRUCTIONS FOR COMPLETING THE AIRCHECKTEXAS RETIRED VEHICLE TRANSFER MANIFEST

VEHICLE OWNERS:

Eligible vehicle owners who choose to retire their vehicles through AirCheckTexas *Drive a Clean Machine* can take their vehicles to participating automobile dealerships for retirement.

Vehicle owners give the dealership their vehicle title, plus the Drive a Clean Machine voucher and this manifest. Owners must sign this manifest in the box "Signature of Vehicle Owner" before giving it to the dealer.

AUTO DEALERSHIPS:

The dealership, at no cost, will offer the retired vehicle to a participating licensed dismantler.

- The dealership signs this manifest, obtains the dismantler's signature acknowledging receipt of the vehicle, and retains the goldenrod copy. The dealer then gives the vehicle, this manifest and the properly executed clear title to the dismantler.
- Next the dealership mails the goldenrod copy to the program administrator along with the voucher, in order to receive reimbursement for the voucher amount.
- Later, the dealership receives the completed manifest from the dismantler certifying that the vehicle has been destroyed. The dealership keeps the green copy for its records and mails the original white copy to the program administrator.
- The dealership must keep its green copy of the final manifest for a minimum of three years.

SALVAGERS/DISMANTLERS:

Dismantling of a retired vehicle or salvaging of its steel must be performed at a facility located in Texas.

The dismantler must destroy the engine and emissions-control equipment. "Destroyed" means crushed, shredded, scrapped, or otherwise dismantled to render a vehicle, vehicle's engine, or emissions-control components permanently and irreversibly incapable of functioning as originally intended. As examples, engine destruction may be accomplished by drilling a one-inch hole in the block or by crushing the engine block.

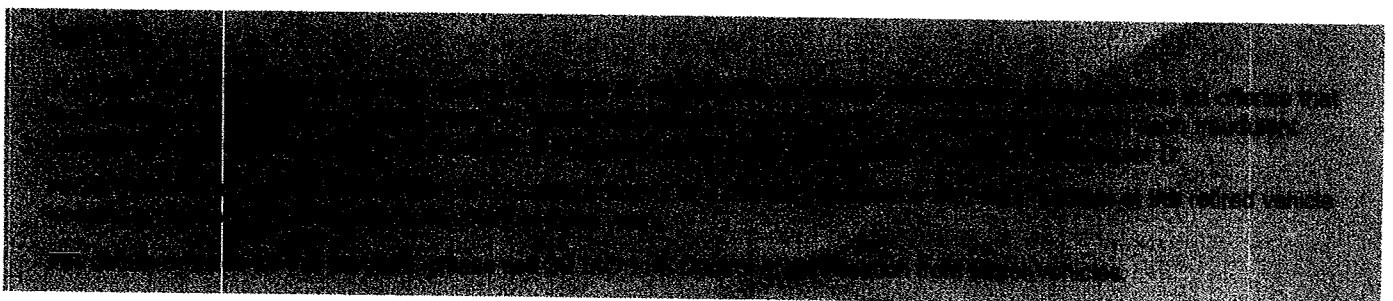
The dismantler must do the following:

- Remove all mercury switches and comply with any state and federal laws applicable to the management of mercury switches.
- Certify the destruction of the emissions-control equipment and the engine, ensuring that those parts have been destroyed and will not be resold into the marketplace, by signing the "destruction certification" portion of this manifest. Reclaiming the precious metals in the catalytic converter is considered destruction.
- Give the residual scrap metal of the retired vehicle to a participating recycling facility at no cost, except the cost of transporting the residual scrap metal to the recycling facility. Use this manifest form to obtain the signature of the receiving recycling facility's representative. Give the pink copy to the recycler.
- Once all signatures are obtained, keep the yellow copy for the dismantler's records for a minimum of three years, and send the original white and green copies to the auto dealership. This certifies to the dealership that the retired vehicle has been destroyed.
- Submit the vehicle title to the Texas Department of Transportation as usual, using VTR Form 340.

RECYCLERS:

The recycler signs this manifest and is given the pink copy for the recycler's records to keep for a minimum of three years.

QUESTIONS? CONTACT THE PROGRAM ADMINISTRATOR NOTED ON THE FRONT OF THIS FORM.



Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.



NATHANIEL JONES
750 OLD RED RANCH RD
DRIPPING SPRINGS, TX 78620-4652

RECEIVED
DEC 09 2009
CORY MANCHACA

00000000



TEXAS CERTIFICATE OF TITLE

		VEHICLE IDENTIFICATION NUMBER 1G4AH54R9M6418980		YEAR MODEL 1991	MAKE OF VEHICLE BUIC	BODY STYLE 4D	VEHICLE TITLES AND REGISTRATION DIVISION 92187427
MODEL CCU		MFG. CAPACITY IN TONS 3000	WEIGHT 662WGB	TITLE/DOCUMENT NUMBER 22731940044150701		DATE TITLE ISSUED 09/02/2009	
PREVIOUS OWNER MARK JONES AUSTIN TX <small>OWNER</small>				LICENSE NUMBER 662WGB		ODOMETER READING EXEMPT	
OWNER NATHANIEL JONES 750 OLD RED RANCH RD DRIPPING SPRINGS, TX 78620				REMARKS REBUILT SALVAGE - DAMAGED			
SIGNATURE OF OWNER OR AGENT MUST BE IN INK _____ X							
UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.							
DATE OF LIEN NONE		1ST LIENHOLDER NONE		1ST LIEN RELEASED _____ BY _____ AUTHORIZED AGENT		DATE _____	
DATE OF LIEN NONE		2ND LIENHOLDER NONE		2ND LIEN RELEASED _____ BY _____ AUTHORIZED AGENT		DATE _____	
DATE OF LIEN NONE		3RD LIENHOLDER NONE		3RD LIEN RELEASED _____ BY _____ AUTHORIZED AGENT		DATE _____	
IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.							
RIGHTS OF SURVIVORSHIP AGREEMENT WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S)				SIGNATURE _____ SIGNATURE _____		DATE _____ DATE _____	

RECEIVED
DEC 2 2009
CORY MANCHACA

RECEIVED
APR 20 2010
TRAVIS AUDIT

Whenever you sell or trade in a vehicle, be sure to protect yourself by filing the Vehicle Transfer Notification online at www.txdot.gov. The notification removes your responsibility for anything the buyer might do with the vehicle. It's free!

You ONLY have 30 days to submit the Vehicle Transfer Notification from the date you sell or trade in the vehicle to remove your liability.

Always remember to "Protect your title, Texas." For more information, go to www.txdot.gov and enter "Protect your title" into the search field.

WHEN VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE, CURRENT LICENSE RECEIPT, AND SIGNED APPLICATION FOR TITLE (FORM 130-U) INDICATING DATE OF SALE AND SALES PRICE TO THE PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 20 WORKING DAYS TO AVOID PENALTY.

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Crown Chev Buick Pontiac GMC P.O. Box J Bastrop Tx 78802

Name of Purchaser: _____ Street: _____ City: _____ State: _____ Zip: _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

ODOMETER READING (No Tenths) _____

Date of Sale: **11/16/09**

Signature of Seller/Agent: *[Signature]* Printed Name (same as signature): **NATHANIEL JONES**

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent: *[Signature]* Printed Name (same as signature): **J. Riley**

FIRST REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

A-1 Parts Mart 9707 FM 812 Austin TX 78719

Name of Purchaser: _____ Street: _____ City: _____ State: _____ Zip: _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

ODOMETER READING (No Tenths) _____

Date of Sale: **11/18/09**

Signature of Seller/Agent: *[Signature]* Dealer's Name: **Crown Chev Buick Pontiac GMC P.O. Box J Bastrop Tx 78802** Printed Name (same as signature): **J. Riley**

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent: _____ Dealer's Name: _____ Printed Name (same as signature): **11259**

SECOND REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser: _____ Street: _____ City: _____ State: _____ Zip: _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

ODOMETER READING (No Tenths) _____

Date of Sale: _____ Dealer's Name: _____ Dealer No: _____

Signature of Seller/Agent: _____ Printed Name (same as signature): _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent: _____ Printed Name (same as signature): _____

THIRD REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser: _____ Street: _____ City: _____ State: _____ Zip: _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

ODOMETER READING (No Tenths) _____

Date of Sale: _____ Dealer's Name: _____ Dealer No: _____

Signature of Seller/Agent: _____ Printed Name (same as signature): _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent: _____ Printed Name (same as signature): _____

Whenever you sell or trade in a vehicle, be sure to protect yourself by filing the Vehicle Transfer Notification online at www.txdot.gov. The notification removes your responsibility for anything the buyer might do with the vehicle. It's free!

You ONLY have 30 days to submit the Vehicle Transfer Notification from the date you sell or trade in the vehicle to remove your liability.

Always remember to "Protect your title, Texas." For more information, go to www.txdot.gov and enter "Protect your title" into the search field.

RECEIVED
APR 02 2010
CORY MANCHUCA

WHEN VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE, CURRENT LICENSE RECEIPT, AND SIGNED APPLICATION FOR TITLE (FORM 130-U) INDICATING DATE OF SALE AND SALES PRICE TO THE PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 20 WORKING DAYS TO AVOID PENALTY.

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Crown Chev Buick Pontiac GMC PO Box J Easton Tx 78002

Name of Purchaser: _____ Street: _____ City: _____ State: _____ Zip: _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

ODOMETER READING (No Tenth): _____

Date of Sale: **11/16/09**

Signature of Seller/Agent: *[Signature]* Printed Name (same as signature): **Nathaniel Jones**

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent: *[Signature]* Printed Name (same as signature): **J. Riley**

FIRST REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

A1 Parts mart 9707 FM 812 Austin TX 78719

Name of Purchaser: _____ Street: _____ City: _____ State: _____ Zip: _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

ODOMETER READING (No Tenth): _____

Date of Sale: **11/18/09**

Signature of Seller/Agent: *[Signature]* Printed Name (same as signature): **J. Riley**

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent: *[Signature]* Printed Name (same as signature): **Sam Jones**

SECOND REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser: _____ Street: _____ City: _____ State: _____ Zip: _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

ODOMETER READING (No Tenth): _____

Date of Sale: _____ Dealer No.: _____

Signature of Seller/Agent: _____ Printed Name (same as signature): _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent: _____ Printed Name (same as signature): _____

FIRD REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser: _____ Street: _____ City: _____ State: _____ Zip: _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

ODOMETER READING (No Tenth): _____

Date of Sale: _____ Dealer No.: _____

Signature of Seller/Agent: _____ Printed Name (same as signature): _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent: _____ Printed Name (same as signature): _____

2010 APR 20 PM 3:3
RECEIVED
TRAVIS COUNTY
AUDITOR'S OFFICE

Emergency Services

File Maintenance Reports User Defined Reports Navigation

CAS10002 Client Intake

01 - Travis Co 02 - HS Basic Needs 02 - AIRCHECK R&R

Alert Codes Export Print Form 1 Case Notes * History

CAS10002 - Case Notes

Application No: 08805889 Client Name: JONES HAYRAHIEL

Copy received invoice 12/09/09 cannot process for reasons missing golden rod copy and signatures on back of title.

1/20/10 unable to process need rd reading on voucher, shows 3 different vins on title app, need golden rod copy. Pam

3/29/10 received golden rod, however there are 3 VINS on title app. Pam

Add Change Delete Print/View Print Save Cancel

Vehicle	1G4AH54R9M6419900
Year	1997
Make	Buick Century
Model	652W58

TCHHS ALCMANCHAC 06-APR-2010 01:46PM

start Emergency Services untitled - Paint 1:47 PM

2010 APR 20 PM 3:39
 RECEIVED
 TRAVIS COUNTY
 AUDITORS OFFICE

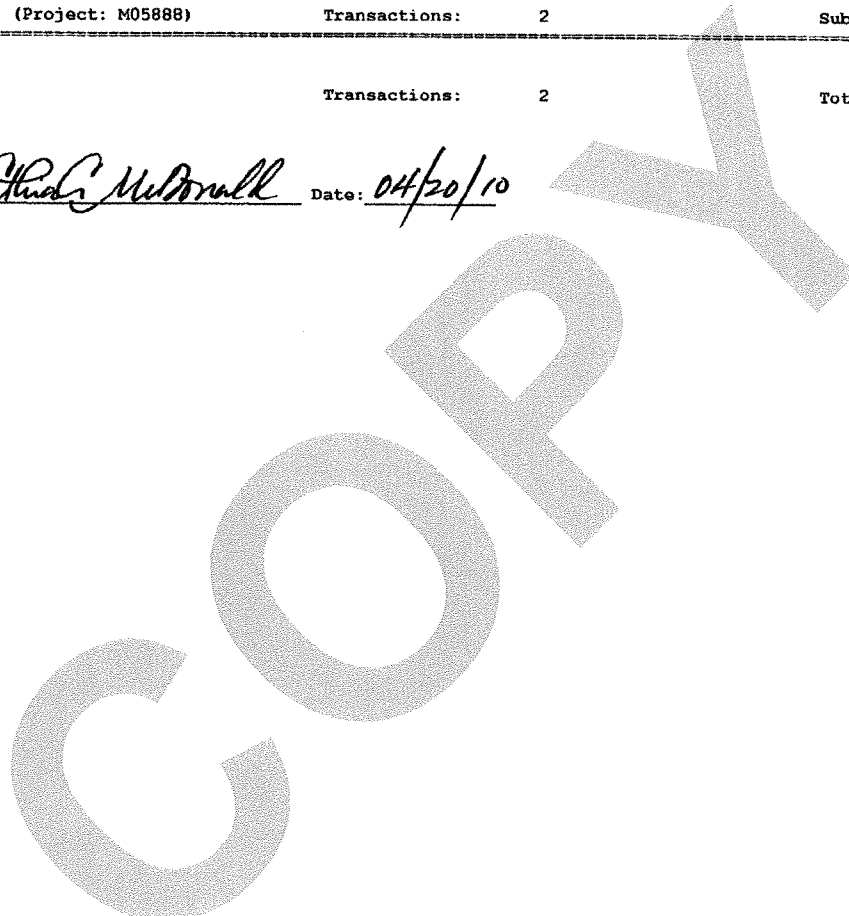
Approved Utility Invoices List
04/20/10

Pay to: 0123457 - COVERT CHEVROLET BASTROP PO BOX J BASTROP TX 78602
From: County Account# 888-4953-611-62-89/SY10 AirCheck Vehicle Replacement Assist
(Project # : M05888)

Date Range: 09/01/09 - 08/31/10

Invoice Date	Application # - CGN	Service Number	Client Name	Customer Name	Customer No.	Decision Date	Amount	Wkr	Site
11/16/09	0000005889-001	4A4BE	JONES, NATHANIEL		5Y2SP67869Z4003	10/20/09	3,000.00	02	AC
11/30/09	0000006000-001	4B96F	ROCHA, SERGIO		2GTEC19C9911195	11/19/09	3,000.00	092	AC
AirCheck Prog @ NW Rural (Project: M05888)					Transactions:	2	Subtotal:	6,000.00	
Vendor Total					Transactions:	2	Total:	6,000.00	

Approved By: *Christina McDonald* Date: 04/20/10



2010 APR 20 PM 3:38
TRAVIS COUNTY
AUDITORS OFFICE

BUDGET AMENDMENTS AND TRANSFERS

FY 2010

7/6/2010

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 5,000	1
		001	4945	631	6099	TNR	Other Purchased Services	\$ 5,000		
A2		001	9800	981	9892	Reserves	Allocated Reserves		\$ 2,500	4
		001	0900	519	4007	PBO	Consulting	\$ 2,500		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	2601	548	0801	JP Pct. 1	Reg Salaries-Temp Empl		\$ 4,796	5
		001	2602	548	0701	JP Pct. 1	Reg Salaries-Permnt Empl	\$ 2,887		
		001	2602	548	2003	JP Pct. 1	Hospitalization	\$ 1,887		
		001	2602	548	2004	JP Pct. 1	Life Insurance	\$ 22		
T2		525	1140	522	0701	HRMD	Reg Salaries-Permnt Empl		\$ 3,354	6
		525	1140	522	6008	HRMD	Contracted Employees	\$ 3,354		
T3		001	1101	522	0701	HRMD	Reg Salaries-Permnt Empl		\$ 6,513	6
		001	1101	522	6008	HRMD	Contracted Employees	\$ 6,513		
T4		001	3735	824	8102	Sheriff	Purchsd Serv-Bldg Improv		\$ 176,875	10
		001	3780	824	8013	Sheriff	Educatn/Communicatns Eqmt	\$ 121,875		
		001	3735	824	5004	Sheriff	Reprs-Bldg Struct & Equip	\$ 55,000		
T5		001	3735	824	8105	Sheriff	Buildings		\$ 13,000	10
		001	3735	824	5004	Sheriff	Reprs-Bldg Struct & Equip		\$ 29,000	
		001	3735	824	8102	Sheriff	Purchsd Serv-Bldg Improv		\$ 78,000	
	DDD008	001	3735	824	8102	Sheriff	Purchsd Serv-Bldg Improv	\$ 120,000		

OTHER

O1	Request reprogramming of FY 10 Certificates of Obligation (CO) funding of \$100,000 for Buildings 5-8 HVAC Replacement Projects in CO account 517-3735-804-8102 to the Building 9 HVAC Replacement Project.	10
O2	Convert Slot 1,659 Corrections Officer in the Corrections Bureau (001-3735-583-0712) from a 0.5 FTE to a 1.0 FTE, by eliminating the 0.5 FTE slot 1,764 Corrections Officer in the Corrections Bureau Division	14

Budget Adjustment: 21959

Fyr _ Budget Type: 2010-Reg

Author: 49 - MCDONALD, CYNTHIA

Created: 6/29/2010 4:59:00 PM

PBO Category: Amendment

Court Date: Tuesday, Jul 6 2010

Dept: RESERVES

Just: Other

TNR is requesting the return of FY09 4th Qtr funds previously encumbered under PO # 403479 to

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			5,000
				5,000
To Account		Project		Amount
001-4945-631-6099	OTHER PURCHASED SERVICES			5,000
				5,000

Approvals	Dept	Approved By	Date Approved
Originator	49	CYNTHIA MCDONALD	6/29/2010 04:59:09 PM
DepOffice	49	CYNTHIA MCDONALD	6/29/2010 04:59:11 PM
DepOfficeTo	49	CYNTHIA MCDONALD	6/29/2010 04:59:12 PM

PBO concurs. Same contract, same purpose. *AE*



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

RECEIVED
10 JUN 28 AM 8:32
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

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

June 25, 2010

MEMORANDUM

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

FROM: *Carol B. Gieselman*
Joseph P. Gieselman, Executive Manager

SUBJECT: Approval to use FY09 Park Operating Funds
FY09 4th Qtr. Mgmt. of Wild Basin Preserve

The Committee for Wild Basin disbanded during the summer of FY09 and the contract was assumed by St. Edward's University to manage the Wild Basin Preserve (contract #PS960275JG). Purchase order number 403479 in the amount of \$20,000.00 was set up in FY09 to pay the Committee for Wild Basin for FY09 Management Services. They submitted billing requests totaling \$15,000.00 for the 1st, 2nd, and 3rd quarters. The 4th quarter was earned by and due to the new contract vendor, St. Edward's University; therefore, the remaining \$5,000.00 on purchase order number 403479 was released so that a new purchase order could be set up and issued to St. Edwards University (see PO # 443286). However, as a result of our release, the Auditor's Office processed a budget transfer of \$5,000.00 from the park's operating account number 001-4945-631-6099 for this purchase order to the General Fund Reserve. The payment to St. Edwards University for the FY09 obligation had to be processed with FY10 operating funds.

TNR is requesting that PBO approve the return of the \$5,000.00 from General Fund Reserve to the Parks' operating budget account number 001-4945-631-6099 to cover this FY09 liability and to avoid any negative impact this may have on the park's operational needs during this fiscal year.

If you have any questions, please contact Isabelle Lopez in Financial Services at extension 47675.

IL: JPG:il *cmw*

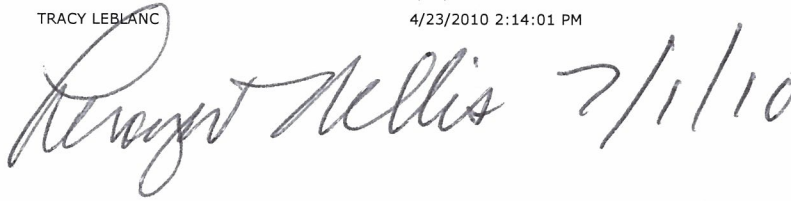
Budget Adjustment: 21026

Fyr_ Budget Type: 2010-AUDAP Author: 6 - HUFF, HOLLY Created: 4/20/2010 11:40:20 AM
 PBO Category: Automatic Court Date: None Dept: TNR (TRANS & NATRL RESRC)
 Just: PYLQ po's 177tne, 177tnl, 177tnr, 403479, 403685, 425514, 429371

From Account	Acct Desc	Project	Proj Desc	Amount
001-4901-621-6503	TRAVEL, MEALS, LODGING			393
001-4901-621-6504	TRAINING & SEMINARS			382
001-4945-631-6099	OTHER PURCHASED SERVICES			5,000
001-4952-621-3021	AUTO REPAIR & EQUIP SUPP			344
001-4952-621-5003	REPAIRS - AUTOS & TRUCKS			148
				6,267
To Account		Project		Amount
001-9800-981-9892	ALLOCATED RESERVES			6,267
				6,267

Approvals	Dept	Approved By	Date Approved
APOriginator	6	HOLLY HUFF	4/20/2010 11:41:20 AM
PBOAnalyst	9	JESSICA RIO	4/22/2010 10:15:17 AM
PBOManager	9	LEROY NELLIS	4/23/2010 8:37:42 AM
AudAP	6	TRACY LEBLANC	4/23/2010 2:14:01 PM

Page 1



Leroy Nellis 7/1/10

Budget Adjustment: 21978

Fyr _ Budget Type: 2010-Reg

Author: 9 - BROUSSARD, CHRISTOPHER

Created: 6/30/2010 4:09:50 PM

PBO Category:

Court Date: None

Dept: RESERVES

Just: Other

Per Commissioners Court direction. Related to Item #28 on 6-29-10

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			2,500
				2,500
To Account		Project		Amount
001-0900-519-4007	CONSULTING			2,500
				2,500

Approvals
Originator

Dept
9

Approved By
CHRISTOPHER BROUSSARD

Date Approved
6/30/2010 04:10:24 PM

PBO concurs. 
 7/1/10

Budget Adjustment: 21928

Fyr _ Budget Type: 2010-Reg

Author: 26 - JOHNSON, CHERRY

Created: 6/28/2010 10:17:41 AM

PBO Category: Transfer

Court Date: Tuesday, Jul 6 2010

Dept: JUSTICE OF PEACE 1

Just: CommCodeRq

Funds moved to create a Special Poject Employee Slot.

From Account	Acct Desc	Project	Proj Desc	Amount
001-2601-548-0801	REG SALARIES-TEMP EMPL			4,796
				4,796
To Account		Project		Amount
001-2602-548-0701	REG SALARIES-PERMNT EMPL			2,887
001-2602-548-2003	HOSPITALIZATION			1,887
001-2602-548-2004	LIFE INSURANCE			22
				4,796

Approvals	Dept	Approved By	Date Approved
Originator	26	CHERRY JOHNSON	6/28/2010 10:34:17 AM
DepOffice	26	CHERRY JOHNSON	6/28/2010 10:34:21 AM

This budget adjustment is to provide funding for the Special Project Temporary approved by Commissioners Court under agenda item #24 on June 29, 2010.

*- DeRamus
6/29/10*

Henry Mellis 7/1/10



HRMD Human Resources Management Department

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

MEMORANDUM

To: Travis Gatlin, Planning and Budget Office

From: Norman McRee, Human Resources Management Department

Date: June 28, 2010

Re: Budget Adjustment to Extend hrQ Contract from Salary Savings

The Organizational Planning Team (OPT) has requested an extension of the contract with hrQ for services provided by the Interim HRMD Director, see memo from Roger Jefferies attached.

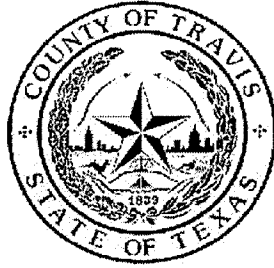
Originally, funds were transferred from the appointed official salary budget in both the General and Risk funds to contracted employee accounts for the hrQ contract. Additional funding is needed to extend the contract. HRMD has General fund salary savings from the vacant assistant director slot #27, and Risk fund salary savings from an employee on leave without pay in slot 21.

I have processed budget adjustments, 21932 and 21933, for the General and Risk funds respectively to transfer funds from salary savings in regular salary accounts to contracted employee accounts. See table below to review budget adjustments and contract amounts related to hrQ.

Date	Reference	General Fund	Risk Fund	Total
12/28/2009	BA from acct 0401	\$74,228.00	\$38,240.00	\$112,468.00
1/15/2010	Contract hrQ thru 7/15/10	\$70,012.80	\$36,067.20	\$106,080.00
	Balance in contract emp acct	\$4,215.20	\$2,172.80	\$6,388.00
	Start delay 1st paymt reduced	\$941.03	\$484.78	\$1,425.81
	Balance available	\$5,156.23	\$2,657.58	\$7,813.81
	Cost to extend thru 8/13/10	\$11,668.80	\$6,011.20	\$17,680.00
6/28/2010	Additional funds needed	\$6,512.57	\$3,353.62	\$9,866.19

Thank you.

PPO Angus
Norman McRee
6/30/10



Date: June 25, 2010
To: Cyd Grimes, Travis County Purchasing Agent
From: Roger Jefferies, Executive Manager JPS/Liaison to HRMD from the OPT
Subject: Extension of hrQ Contract for the Services of the Interim HRMD Director

On behalf of the Organizational Planning Team (OPT), I am requesting an extension of contract PS100076RE with hrQ, Inc. to continue the services of the Interim HRMD Director, Ms. Tracey Calloway. The contract currently has an end date of July 16, 2010. We are requesting that the contract be extended through August 13, 2010 to complete the following deliverables:

- Continue the update of HRMD policies and procedures.
- Complete the hire of the STER Manager.
- Assist with the transition of the newly hired permanent HRMD Director.
- Assist with the launch of the implementation process for NEOGov, an applicant tracking system for county-wide staffing services.
- Research options for 3rd party administration of FMLA.

The extension will cover two complete pay periods as described in the current contract. Each pay period will require \$8,840, for a total of \$17,680. The total cost of \$17,680 will be covered out of HRMD's 001 General Fund (\$11,688.80) and 525 Risk Fund (\$6,011.20).

Please contact me if you have any questions. Thanks for your consideration.

c: Rodney Rhoades
Norman McRee

Budget Adjustment: 21933

Fyr _ Budget Type: 2010-Reg
 PBO Category: Automatic
 Just: Other

Author: 11 - MCREE, NORMAN
 Court Date: None
 Transfer from Risk salary savings to contract employee line item to extend hrQ contract.

Created: 6/28/2010 10:58:49 AM
 Dept: HUMAN RESOURCE MANAGEMENT

From Account	Acct Desc	Project	Proj Desc	Amount
525-1140-522-0701	REG SALARIES-PERMNT EMPL			3,354
				3,354
To Account		Project		Amount
525-1140-522-6008	CONTRACTED EMPLOYEES			3,354
				3,354

Approvals	Dept	Approved By	Date Approved
Originator	11	NORMAN MCREE	6/30/2010 11:36:45 AM
DepOffice	11	NORMAN MCREE	6/30/2010 11:37:30 AM

Regan W. Mellis
 6/30/10

Budget Adjustment: 21932

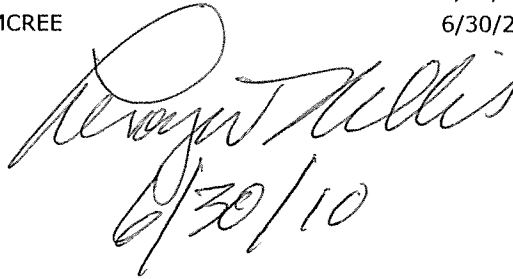
Fyr _ Budget Type: 2010-Reg
PBO Category: Automatic
Just: Other

Author: 11 - MCREE, NORMAN
Court Date: None
Transfer from salary savings in the General fund to contract employee account to extend hrQ

Created: 6/28/2010 10:55:46 AM
Dept: HUMAN RESOURCE MANAGEMENT

From Account	Acct Desc	Project	Proj Desc	Amount
001-1101-522-0701	REG SALARIES-PERMNT EMPL			6,513
<hr/>				6,513
To Account		Project		Amount
001-1101-522-6008	CONTRACTED EMPLOYEES			6,513
<hr/>				6,513

Approvals	Dept	Approved By	Date Approved
Originator	11	NORMAN MCREE	6/30/2010 11:36:47 AM
DepOffice	11	NORMAN MCREE	6/30/2010 11:37:32 AM



Norman Mcree
6/30/10



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court
FROM: Bill Derryberry, Senior Planning and Budget Analyst
DATE: June 29, 2010
SUBJECT: TCSO CAR Budget Transfers

A handwritten signature in black ink, appearing to read "Bill Derryberry".

The Travis County Sheriff's Office (TCSO) is requesting transfers totaling \$176,875, from savings in the Buildings 2 & 3 Security Control Panels Project (001-3735-824-8102) in the Corrections Bureau to provide funds for the following Central Booking and Corrections Projects:

- Building 2 Hot Water Loop Project (001-3735-824-5004) in the amount of \$55,000, requested for FY 11 funding in order to assure meeting a requirement by the Texas Commission on Jail Standards;
- Central Booking Master Control Panel (001-3780-824-8013) in the amount of \$65,000 requested to complete the FY 10 \$100,000 funding for this project based on the results of the bid process; and
- Central Booking Security Cameras (001-3780-824-8013) in the amount of \$56,875 discussed at the June 10, 2010 Commissioners Court Work Session (Item 2) and on the June 22, 2010 Commissioners Court Agenda (Item 22) where direction was given to bring forward a budget amendment for possible Court consideration. This funding is currently being considered for the FY 11 Preliminary Budget along with added camera equipment for the balance of the Travis County Jail System costing net of this request \$514,368 for the entire TCSO camera equipment request. If this request is funded the Central Booking cameras would not be required for FY 11 budget consideration.

The Buildings 2 & 3 Security Control Panels Project is currently contracted at a cost of \$477,197. There is a budget balance from savings on this project of \$322,803. Approval of this budget transfer would leave a remaining budget balance in this project of \$145,928.

Additionally, TCSO is requesting funding totaling \$220,000 from savings in the following CAR and FY 10 Certificates of Obligation (CO) projects to provide funds for the Building 9 HVAC Replacement Project (Building 9 Project). This is a FY 11 budget request by TCSO for replacement of the HVAC system in this 96 inmate bed building. This project will assure availability of these beds in the summer of 2011, if necessary and provide operational flexibility to the Sheriff's Office in managing the inmate population.

The CAR transfers to 001-3735-824-8102 for the Building 9 Project are from:

- Building 10 HVAC Project (001-3735-824-5004) (001-3735-824-8105) in the total amount of \$42,000, which has been cancelled due to insufficient funding to accomplish the project; and

- Building 2 & 3 Security Control Panels Project, in the amount of \$78,000, which was previously discussed fully contracted. With approval of this change and the previous appropriation changes above there would then be a remaining budget balance in this project of \$67,928.

These transfers to the Building 9 Project total \$120,000. In order to complete the full \$220,000 funding, TCSO is requesting that the Court reprogram the \$100,000 of FY 10 CO funding for the Buildings 5-8 HVAC Replacement Projects to the Building 9 Project. Those projects will be cancelled in lieu of the Building 9 Project for the same purpose. The CO account containing this \$100,000 is 517-3735-804-8102.

Approval of the Building 9 Project request will remove \$220,000 of FY 11 capital funding from the TCSO request.

PBO recommends proceeding with the total \$296,875 in transfers and the use of the \$100,000 FY 10 CO project as outlined above.

Cc: Sheriff Greg Hamilton
Major Darren Long - TCSO Correction Bureau
Major Mark Sawa - TCSO Administration Bureau
Mark Stefanov - TCSO Facilities Engineer
Michael Hemby - TCSO Planning Manager
Maria Wedhorn, Senior Financial Analyst, TCSO
Rodney Rhoades, Executive Manager - PBO
Leroy Nellis, Budget Director - PBO
Diana Ramirez, Senior Planning and Budget Analyst
David Escamilla, County Attorney

AUTOMATED BUDGET ADJUSTMENT FORM

<< Back

100%

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Acrobat (PDF) file

Export



Budget Adjustment: 21951

Fyr _ Budget Type: 2010-Reg

Author: 37 - WEDHORN, MARIA

Created: 6/29/2010 12:12:22 PM

PBO Category: Transfer

Court Date: Tuesday, Jul 6 2010

Dept: SHERIFF

Just: CommCodeRq

Bldg# 2 Hot Water Loop \$55,000, CB Master Control Panel \$65,000, CB Security Cameras \$56,875

From Account	Acct Desc	Project	Proj Desc	Amount
001-3735-824-8102	PURCHSD SERV-BLDG IMPROVM			176,875
				176,875
To Account		Project		Amount
001-3780-824-8013	EDUCATN/COMMUNICATNS EQMT			121,875
001-3735-824-5004	REPRS-BLDG STRUCT & EQUIP			55,000
				176,875

Approvals	Dept	Approved By	Date Approved
Originator	37	MARIA WEDHORN	6/29/2010 12:12:29 PM
DepOffice	37	MARIA WEDHORN	6/29/2010 12:12:30 PM

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Maria Wedhorn 6-30-10
Kevin Kellis 7/1/10

AUTOMATED BUDGET ADJUSTMENT FORM

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100%

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Acrobat (PDF) file

Export



Budget Adjustment: 21950

Fyr_ Budget Type: 2010-Reg

Author: 37 - WEDHORN, MARIA

Created: 6/29/2010 11:39:34 AM

PBO Category: Transfer

Court Date: Tuesday, Jul 6 2010

Dept: SHERIFF

Just: CommCodeRq

Bldg#9 HVAC Replacement \$120,000

From Account	Acct Desc	Project	Proj Desc	Amount
001-3735-824-8105	BUILDINGS			13,000
001-3735-824-5004	REPRS-BLDG STRUCT & EQUIP			29,000
001-3735-824-8102	PURCHSD SERV-BLDG IMPROVM			78,000
				120,000
To Account		Project		Amount
001-3735-824-8102	PURCHSD SERV-BLDG IMPROVM	DDD008	MAINTENANCE (MISC) 3756	120,000
				120,000

Approvals	Dept	Approved By	Date Approved
Originator	37	MARIA WEDHORN	6/29/2010 11:45:37 AM
DepOffice	37	MARIA WEDHORN	6/29/2010 11:45:40 AM

Page 1

M. Wedhorn 6-30-10
Permyr Ellis 7/1/10



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court
FROM: Bill Derryberry, Senior Planning and Budget Analyst
DATE: June 29, 2010
SUBJECT: TCSO FTE Slot Conversion & Elimination

A handwritten signature in black ink, appearing to read "Bill Derryberry", is written over the printed name in the "FROM:" field.

The Travis County Sheriff's Office (TCSO) is requesting a slot conversion for the Corrections Bureau. This request is to convert Slot 1,659 81165 Corrections Officer in the Corrections division 001-3735-583-0712 from a 0.5 FTE to a 1.0 FTE, by eliminating the 0.5 FTE Slot 1,764 81165 Corrections Officer in the Corrections division 001-3735-583-0712. Please see the related memo from the Sheriff's Office for further information.

There is a small savings of \$1,258 by accomplishing this conversion, which is already accounted in the FY 10 End-of-Year projections by PBO. Additionally, this conversion is already anticipated to take place as a part of the FY 11 Preliminary Budget effective October 1, 2010.

PBO recommends approval of this requested slot conversion and related elimination, in order to allow its immediate effective use at this time.

Cc: Sheriff Greg Hamilton
Major Darren Long – TCSO Corrections Bureau
Debbie Rich - TCSO HR Director
Michael Hemby - TCSO Planning Manager
Rodney Rhoades, Executive Manager - PBO
Leroy Nellis, Budget Director - PBO
Diana Ramirez, Senior Planning and Budget Analyst
Tracey Calloway, Acting HRMD Director



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

June 24, 2010

MEMORANDUM

TO: Bill Derryberry, PBO

FROM: Deborah Rich, H.R. Manager, TCSO

SUBJECT: Background Corrections Officer Slots Convert to One FTE

In January 2007, the TCSO HR Office was loaned one Full-Time Employee Corrections Officer slot to assist with the background investigations. The one FTE CO slot was reclassified into two part-time Correction Officer slots, and both of the part-time slots are currently vacant (slots 1659 and 1764). The Corrections Bureau has requested that the FTE CO slot which they loaned to the HR Office be returned to Corrections immediately.

I would appreciate your deleting one part-time slot and reclassing one part-time slot to one FTE slot in Budget 37-35. We have a new Cadet Corrections Officer Academy which starts July 12, 2010, and we would like to fill the FTE slot with a new hire. Should you have any questions or need additional information, please do not hesitate to contact me at 854-9745.

/dr

cc: Major Mark Sawa, Administration & Support Bureau
Major Darren Long, Corrections Bureau
Mike Hemby, Research & Planning
Meg Seville, Research & Planning
Todd Osburn, HRMD
TCSO Payroll



Safety, Integrity, Tradition of Service

10

Allocated Reserve Status (001-9800-981-9892)

Amount	Dept Transferred Into	Date	Explanation
\$6,639,865			Beginning Balance
\$6,170	TNR	10/13/09	Canceled Purchase Orders
(\$2,132)	Cons. Pct. 1	10/7/09	Accruals
\$26,483	Various Dept	9/25/09	Canceled Purchase Orders
\$1,388	TNR	10/23/09	Canceled Purchase Orders
(\$2,578,800)	TNR	10/28/09	Reimbursement Resolution for Vehicles
(\$250,000)	TNR	11/17/09	Comprehensive Plan
(\$93,003)	Sheriff	11/24/09	SWAP
(\$516,000)	Juvenile Probation	12/1/09	Family Preservation Contract
(\$16,000)	Facilities	12/22/09	Real Estate
(\$325,000)	Facilities	12/22/09	Reimbursement Resolution - Real Estate
(\$25,000)	TNR	3/23/10	Envision Central Texas
(\$20,000)	Facilities	3/23/10	Reimbursement Resolution-Due Diligence Insp
(\$250,000)	Facilities	3/30/10	Reimbursement Res.- 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
(\$29,771)	PBO	4/13/10	Broadbus Mod.6
\$11,375	HHS	4/16/10	Canceled Purchase Orders
(\$93,565)	County Attorney	4/27/10	New Atty. & Legal Secretary/Land Use Issues
(\$42,907)	General Administration	4/27/10	Waller Creek TIF
\$99,688	Various Dept.	4/22/2010	Canceled Purchase Orders
-\$32,055	Gen. Admin	5/4/2010	Bond Issuance Cost
\$1,940	Various Dept.	5/3/2010	Canceled Purchase Orders
\$914	TNR	5/3/2010	Canceled Purchase Orders
\$12,999	Various Dept.	5/17/2010	Canceled Purchase Orders
-\$562,902	County Clerk	5/25/2010	Expenses - Primary Election Runoff
-\$55,000	TNR	5/25/2010	Utilities
-\$405,000	Facilities	5/25/2010	Professional Services - 700 Lavaca
-\$9,638	JP Pct. 3	5/25/2010	Temporary Salaries
\$11,675	Various Dept.	5/27/2010	Canceled Purchase Orders
\$20,940	Various Dept.	6/4/2010	Canceled Purchase Orders
\$765	Facilities	6/10/2010	Liquidate Prior Year Purchase Order
-\$4,729	General Administration	6/22/2010	Terminal Pay & Temp backfill for Admin. Position in the Intergovernmental Office
\$98	TNR	6/28/2010	Liquidate Prior Year Purchase Order
\$981,915	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
(\$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

Allocated Reserve Status (001-9800-981-9892)

(\$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
(\$1,131,499)	Total Possible Future Expenses (Earmarks)
(\$149,584)	Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)

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
(\$22,288)	Facilities	5/25/10	Maintenance of Bldg.
\$20,804 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
\$50,000	Tax	6/28/10	Phase 1 Conversion to Web Browser
\$31,462,524 Current Reserve Balance			

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

07-06-10

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

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

- a) Ratify amended application to the State of Texas – Auto Burglary and Theft Prevention Authority (ABTPA) for the Sheriff’s Office to continue Sheriff’s Combined Auto Theft Task Force (SCATTF) Program. The original application was approved on May 4, 2010 and the requested award has been reduced in the amended application based on direction from the grantor.

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

7/6/2010

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2010

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept	Grant Title	Grant Period	Grant Award	County Match	In-Kind	Program Total FTEs	PBO Notes	Auditor's Assessment	Page #	ARRA
<i>Applications</i>										
a 37	SCATTF - Sheriff's Combined Auto Theft Task Force (REVISED)	9/1/2010 - 8/31/2011	\$616,867	\$319,936	\$0	\$936,803 11	R	EC	15	

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
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>

2

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
Multi	Family Violence Protection Team	10/1/2010 - 9/30/2012	\$699,507	\$168,239	\$0	\$867,746	4.5	2/9/2010
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
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	0	3/2/2010
45	Eagle Resource Project	09/1/2010 - 8/31/2011	\$49,844	\$0	\$0	\$49,884	0	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	0	3/9/2010
40	OVW FY 2010 Safe Havens: Supervised Visitation and Safe Exchange	10/1/2010 - 9/30/2013	\$400,000	\$0	\$0	\$400,000	0	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	0	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	<i>Mental Health Public Defender Expansion Grant</i>	<i>09/01/2010 - 8/31/2012</i>	<i>\$200,000</i>	<i>\$50,000</i>	<i>\$0</i>	<i>\$250,000</i>	<i>2</i>	<i>4/6/2010</i>
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
37	Target & Blue Law Enforcement Grant	10/1/2010 - 9/30/2011	\$2,000	\$0	\$0	\$2,000	0	4/13/2010
58	Parenting in Recovery	9/30/2010 - 9/29/2011	\$500,000	\$0	\$0	\$500,000	1	4/20/2010

37	State Criminal Alien Assistance Program - SCAAP 10	7/1/2008 - 6/30/2009	\$39,278,809	\$0	\$0	\$39,278,809		4/20/2010
58	Travis County Family Drug Treatment Court - Children's Continuum	10/1/2010 - 9/30/2013	\$350,000	\$80,000	\$36,667	\$466,667	1.5	4/27/2010
45	Access and Visitation -Cooperative Parent Program	09/01/2010 - 8/31/2011	\$29,870	\$2,987	\$0	\$32,857	0	5/4/2010
37	SCATTF - Sheriff's Combined Auto Theft Task Force	9/1/2010 - 8/31/2011	\$655,899	\$319,936	\$0	\$975,835	11	5/4/2010
45	The National School Lunch/Breakfast Program and USDA School Commodity Program	7/1/2010 - 6/30/2011	\$262,600	\$0	\$0	\$262,600	0	5/11/2010
55	Travis County Mental Health Public Defenders Office	10/1/2010 - 9/30/2011	\$125,000	\$500,000	\$0	\$625,000	8	5/11/2010
37	Walmart Local Community Contribution Program	5/26/2010 - 9/30/2010	\$500	\$0	\$0	\$500	0	6/1/2010
49	FY 11 CAPCOG Travis County Expo Center Recycling Grant	9/1/2010 - 7/31/2011	\$29,590	\$0	\$0	\$29,590	0	6/8/2010
49	CAPCOG FY 11 Solid Waste Enforcement Grant	9/1/2010 - 7/31/2011	\$11,723	\$0	\$0	\$11,723	0	6/8/2010
37	2010 Byrne Justice Assistnce Grant	10/1/2010 - 9/30/2013	\$114,285	\$0	\$0	\$114,285	0	6/22/2010
			\$52,620,368	\$2,742,877	\$630,623	\$55,715,677	52.76	

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FY 2010 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2009

American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on a separate page in the document.

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
14	<i>Energy Efficiency and Conservation Block Grants - Recovery (ARRA)</i>	<i>10/2009 - 04/2011</i>	<i>\$2,207,900</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,207,900</i>	<i>0</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	0	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>0</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	0	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	0	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	0	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	0	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	0	11/17/2009

37	2009 Byrne Justice Assistance Grant (ARRA)	3/1/2009 - 2/28/2013	\$495,000	\$0	\$0	\$495,000	0	11/17/2009
23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County	11/09 - 8/31/2012	\$590,797	\$0	\$0.00	\$590,797	1.75	11/17/2009
49	Onion Creek Greenway, Phase 1 - Urban Outdoor Recreation Grant	8/21/2008 - 8/20/2011	\$1,000,000	\$1,000,000	\$0.00	\$2,000,000	0	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	0	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	0	11/17/2009
37	2007 Homeland Security Grant Program - LETPP	10/12/2007 - 2/28/2010	\$106,905	\$0	\$0	\$106,905	0	11/24/2009
49	Flood Mitigation Assistance - Planning Grant	8/28/2009 - 8/31/2011	\$30,000	\$10,000	\$0	\$40,000	0	12/1/2009
37	State Criminal Alien Assistance Program - SCAAP 09	7/1/2007 - 6/30/2008	\$988,279	\$0	\$0	\$988,279	0	12/15/2009
37	Human Trafficking Law Enforcement Task Force	12/1/2009 - 9/30/2010	\$20,000	\$0	\$0	\$20,000	0	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	Parenting in Recovery	9/30/2009 - 9/29/2010	\$508,690.70	\$80,000.00	\$45,000.00	\$633,690.70	1	2/23/2010

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55	Information Management Strategy for Criminal Justice Edward Byrne Memorial Justice Assistance Formula Grant (ARRA)	10/1/2009 - 9/30/2010	\$487,359	\$0	\$0	\$487,359	0	2/23/2010
58	Comprehensive Energy Assistance Program (CEAP)	1/1/2010 - 12/31/2010	\$2,934,664	\$0	\$0	\$2,934,664	0	3/2/2010
58	ARRA WAP - Weatherization Assistance Program	9/1/2009 - 8/31/2011	\$2,311,350	\$0	\$0	\$2,311,350	0	3/2/2010
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	0	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	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
58	SVCI (Seniors and Volunteers for Childhood Immunization) Advisory Council	10/1/2009 - 9/30/2010	\$4,000	\$0	\$0	\$4,000	0.25	4/13/2010
58	ARRA WAP - Weatherization Assistance Program	9/1/2009 - 8/31/2011	\$2,311,350	\$0	\$0	\$2,311,350	0	4/13/2010
37	Auto Theft Prevention Authority Supplemental Grant	4/1/2010 - 8/31/2010	\$37,300	\$0	\$0	\$37,300		4/27/2010
58	LIHEAP Weatherization Assistance Program	4/1/2010 - 3/31/2011	\$840,144	\$0	\$0	\$840,144	0	5/25/2010

58	2010 Emergency Food and Shelter Program - Phase 28	1/1/2010 - 12/31/2010	\$111,839	\$0	\$0	\$111,839	0	6/1/2010
	State Case Registry and Local Customer Service Contract	9/1/2008 - 8/31/2010	\$80,000	\$0	\$0	\$80,000	0.5	6/15/2010
	Travis County Veteran's Court	4/1/2010 - 8/31/2010	\$48,895	\$0	\$0	\$48,895	1	6/15/2010
	Travis County Expedited Victim Restoration Grant	4/1/2010 - 3/31/2011	\$64,599	\$0	\$0	\$64,599	1	6/15/2010
58	AmetiCorps	8/1/2009 - 7/31/2010	\$278,239.01	\$269,446.00	\$10,160.00	\$557,845.01	20	6/29/2010
			<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
			\$27,865,137	\$4,051,575	\$174,664	\$32,081,376	52.33	



FY 2010 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
22	Drug Court (State) Program	\$5,084	\$5,084	\$10,168	1	8/18/2009	11/3/2009	Yes
45	Residential Substance Abuse Treatment	\$8,994	\$8,994	\$17,988	1	9/22/2009	11/10/2009	Yes
22	Drug Court (State) Program	\$5,084	\$5,084	\$10,168	1	10/6/2009	11/3/2009	Yes
58	Casey Family Programs Community and Family Reintegration Project	\$9,726	\$9,726	\$19,452	1	12/22/2009	3/30/2010	Yes
58	*Comprehensive Energy Assistance Grant Program			\$430,000		1/19/2010	3/2/2010	Pending
58	*Department of Energy (DOE) Weatherization Program			\$20,000		5/11/2010	Awaiting Contract	No

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?
58	*Low-Income Energy Assistance Program (LIHEAP)			\$30,000		5/11/2010	5/25/2010	No
Totals		\$28,888	\$28,888	\$537,776	4			

* Request is not a traditional permission to continue. Budget and expenditures will remain in the department's General Fund Budget until the contract is in place and reclassifications against the grant are processed.

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

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

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

Grant Contracts approved by Commissioners Court

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 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 any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 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	\$ -	\$ -	\$ -		\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop 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.	\$ -	\$ -	\$ 64,599	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. <i>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.</i>	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. <i>The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.</i>	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. <i>Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.</i>	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. <i>FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.</i>	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	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) <i>Funds to be used for approx 39 water connections for Plainview Estates.</i>	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). <i>Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.</i>	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 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)	\$ -	\$ -	\$ 2,100,000	\$ 385,000	\$ 100,000	\$ 25,000	\$ -	\$ 125,000	\$ -	\$ 125,000	\$ -	\$ 125,000
Approved Contracts	\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 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	\$ 10,719,525	\$ 2,560,626	\$ 4,828,764	\$ 1,160,059	\$ 2,172,470	\$ 1,385,059	\$ 1,507,470	\$ 1,885,059	\$ 1,490,480	\$ 1,885,059

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

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Justice Planning	Mental Health Public Defender Expansion Grant Will add two FTE, an attorney and case worker to the office. <i>Travis County would assume the full cost of the FTE after the grant period has ended. This grant is in addition to the current \$625,000 grant with the Texas Task Force on Indigent Defense</i>	\$ -	\$ -	\$ 100,000	\$ 25,000	\$ 100,000	\$ 25,000	\$ -	\$ 125,000	\$ -	\$ 125,000	\$ -	\$ 125,000
Totals		\$0	\$0	\$2,100,000	\$385,000	\$100,000	\$25,000	\$0	\$125,000	\$0	\$125,000	\$0	\$125,000

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.

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GRANT SUMMARY SHEET

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

Department/Division:	Sheriff - Law Enforcement
Contact Person/Title:	Tracy Miller
Phone Number:	854-6923

Grant Title:	SCATTF - Sheriff's Combined Auto Theft Task Force		
Grant Period:	From: 9/1/2010	To: 8/31/2011	
Grantor:	ABTPA - Auto Burglary and Theft Prevention Authority - State of TX		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:		\$608,007		\$319,936		\$927,943
Operating:		\$8,860				\$8,860
Capital Equipment:						
Indirect Costs:						
Total:		\$616,867		\$319,936		\$936,803
FTEs:		10.00		1.00		11.00

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

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Applicable Depart. Measures						
Measures For Grant						
Outcome Impact Description						
Public Awareness	82					
Outcome Impact Description	Educate the public and provide tools to help deter and prevent auto thefts and burglaries.					
Interdiction Operations	132					
Outcome Impact Description	Conduct stings in areas of high incidents.					

B

PBO Recommendation:

PBO recommends ratification of this amended application for the 16th year of this grant. It was approved by Court on May 4, 2010 as Item 27 B. of the Commissioners Court Agenda, in the total amount of \$975,835. This amended application is in the total amount of \$936,803, which is a reduction of \$39,203. There is no change in the County Match with 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 goal of the program is to reduce auto theft rates in the task force area.

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

NA

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.

Matching funds are from Travis County field agent salary and County Agents salary fringe benefits.

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

No - not allowable.

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.

NA

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

The Task Force has been in existence since 1995.

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 program has been very successful in combining multi-county efforts to combat auto theft rings and individuals in our part of the State of Texas.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

DESCRIPTION OF PROPOSED PROJECT

This section must include a brief description (not exceeding 200 words) of the proposed project.

For continuation, if necessary, of any item on application page ABTPA-1. Identify by number the item being continued.

This sheet may also be used for any other remarks, at the applicant's option.

The Sheriff's Combined Auto Theft Task Force presently encompasses 15 counties in Central Texas. This will be our 14th year to participate in the program and our mission is to reduce auto burglary and theft related crimes. This will be accomplished through the collaborative efforts of the Task Force, the support of local community officials and leaders, business partners and the public.

Efforts include media and public awareness events (VIN Etchings, H.E.A.T. Registrations, etc.) and officer training programs (continuing education in the field of auto theft recognition). This has continued to promote communication and allows the sharing of knowledge and experience among the investigators.

SCATTF will continue our proactive measures with the following:

- Interdiction Activities
- Salvage Inspections
- Chop Shop Detection
- Insurance Fraud
- Burglary of Vehicle Surveillance
- Bait Vehicle Operations

Currently we have nine Investigators, one Sergeant, and one Public Awareness Coordinator. This year we hope to change some job duties within our office. Our Public Awareness Coordinator will become our Grant / Public Awareness Coordinator, and will take on more of the grant related matters.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROJECT APPROVAL INFORMATION

Item 1.

Does this assistance request require state, local, regional, or other priority rating?

Yes No

Name of Governing Body _____

Priority Rating _____

Item 2.

Does this assistance require state, or local advisory, educational, or health clearance?

Yes No

Name of Agency or Board _____

(Attach Documentation)

Item 3.

Does this assistance request require TRACS review?

Yes No

(Attach Comments)

Item 4.

Does this assistance request require state, local, regional, or other planning approval?

Yes No

Name of Approving Agency _____

Item 5.

Is the proposed project covered by an approved comprehensive plan?

Yes No

Check One: State

Local

Regional

Location of Plan _____

Item 6.

Will the assistance requested serve a federal installation?

Yes No

Name of Federal Installation _____

Federal Population Benefiting from Project _____

Item 7.

Will the assistance required be on federal land or installation?

Yes No

Name of Federal Installation _____

Location of Federal Land _____

Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect on the environment?

Yes No

See instructions for additional information to be provided.

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses or farms?

Yes No

Number of Individuals _____

Families _____

Businesses _____

Farms _____

Item 10.

Is there other related assistance on this project (previous, pending, or anticipated)?

Yes No

See instructions for additional information to be provided.

Item 11.

Is the project in a designated flood hazard area?

Yes No

See instructions for additional information to be provided.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

BUDGET SUMMARY

Section A—Budget Summary						
Line	Schedule	Budget Categories	(1) ABTPA Funds	(2) Cash Match	(3) In-Kind Match	(4) Total
1	A	Personnel (Salaries)	\$608,007	\$79,293	-0-	\$687,300
2	A	Personnel (Fringe Benefits)	-0-	\$240,643	-0-	\$240,643
3	B	Contractual	-0-	-0-	-0-	-0-
4	C	Travel	\$8,860	-0-	-0-	\$8,845
5	D	Equipment	-0-	-0-	-0-	-0-
6	E	Supplies & Direct Operating Exp.	-0-	-0-	-0-	-0-
7		Total Direct Charges (Sum of 1-6)	\$616,867	\$319,936		\$936,803
8	F	Indirect Costs				
9		TOTALS (Sum of 7-8)	\$616,867	\$319,936		\$936,803
Section B—Cash and/or In-Kind Match Enter separately each source of matching funds and the amounts. Total Match must agree with Line 9, Column 2 above and the total of lines 14 (b) and (c) on ABTPA-1.						
CASH					TOTAL	\$319,936
Source	Amount	Source	Amount			
Task Force Counties general Fund Salary	\$319,936					
	TOTAL					
Total Program Income (available)		\$ 72,330				
IN-KIND (Total must agree with ABTPA-1, Line 14c.)					TOTAL	
Schedule						
A			D			
B			E			
C						
TOTAL MATCH						\$319,936

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE A

PERSONNEL

1. Direct Salaries		(1)	(2)	(3)	(4)
Title or Position ¹	% of Salary ²	ABTPA Funds	Cash Match	In-Kind	TOTAL
(A) Task Force Sergeant	100	\$87,028	-0-	-0-	\$87,028
(B) Public Awareness Coordinator	100	\$39,013	-0-	-0-	\$39,013
(C) Field Agent (Bastrop County)	100	\$47,272	-0-	-0-	\$47,272
(D) Field Agent (Colorado County)	100	\$40,824	-0-	-0-	\$40,824
(E) Field Agent (Comal County)	100	\$66,306	-0-	-0-	\$66,306
(F) Field Agent (Guadalupe County)	100	\$47,133	-0-	-0-	\$47,133
(G) Field Agent (Hays County)	100	\$63,182	-0-	-0-	\$63,182
(H) Field Agent (Travis County)	100	\$79,293	-0-	-0-	\$79,293
(I) Field Agent (Travis County)	100	\$79,293	-0-	-0-	\$79,293
(J) Field Agent (Travis County)	0	-0-	\$79,293	-0-	\$79,293
(K) Field Agent (Wharton County)	100	\$48,663	-0-	-0-	\$48,663
(L)					
Overtime		\$10,000	-0-	-0-	\$10,000
TOTAL Direct Salaries		\$608,007	\$79,293		\$687,300

2. Fringe Benefits

	% or \$ Rate	ABTPA Funds	Cash Match	In-Kind	TOTAL ³
FICA			\$42,202	-0-	\$42,202
Retirement	@		\$73,887	-0-	\$73,887
Insurance	@		\$80,536	-0-	\$80,536
Other (Explain) – Medicare, unemployment, longevity, life insurance, certification	@		\$26,839	-0-	\$26,839
Workers Comp	@		\$15,179	-0-	\$15,179
Fringe related to Overtime (FICA, Medicare, Retirement, Un Emp, WC)	@ 20%		\$2,000	-0-	\$2,000
TOTAL Fringe Benefits			\$240,643	-0-	\$240,643
TOTAL PERSONNEL BUDGET		\$608,007	\$319,936		\$927,943

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE A NARRATIVE

1. Include only one position per line. Attach a description of the duties or responsibilities of each position. (*Job posting can not substitute for descriptive narrative for each position.*)
2. Percentage of salary to be funded by grant funds.
3. Should reflect employee's gross salary attributable to the project.
4. Include percent of time on auto theft for each position. (40 hours per week)

TASK FORCE SERGEANT (40 Hours / Week, 100%):

- Oversees daily operations and entire management of the task force. Direct liaison with all public entities.
- Overall field operations. Oversee all aspects of the seizure and forfeitures (sales, etc.) by the members of the unit.
- Confidential Informant files; support operations; scheduling assignments; planning and scheduling training.
- Strategic planning for resource deployment and organizational objectives.
- Making office visits to out of county agents offices.
- Helping agents achieve their goals; maintain time sheets and evaluations for all task force members. Provide guidance.
- Reviewing and supervising all search warrants. Assisting in all covert and overt operations. Intelligence and information sharing.
- Working closely with the other 29 Auto Theft Task Forces within the State of Texas. Being actively involved with TAVTI and the ABTPA board.

FIELD AGENTS (40 Hours / Week, 100%)

- Investigates criminal activity related to Auto Theft primarily, but not limited to their geographical areas.
- Perform Salvage Inspections. Bait Vehicle Operations. Locate Chop Shops. Conduct Training Classes. Perform covert and overt interdiction assignments. Planning and conducting surveillance operations for Burglary of Vehicle (BOV's). Writing Search Warrants.
- Investigate Insurance Fraud and Arson cases related to Auto Theft. Aid in presentation of Public Awareness events.

GRANT COORDINATOR / PUBLIC AWARENESS COORD. (40 Hours / Week, 100%)

- Gathers and prepares monthly statistics and quarterly reports. Filing of all paperwork related to but not limited to goals set forth thru the grant. Serves as a notary.
- Conducting Public Awareness events throughout the 15 county area. Coordinates w/local media (TV, Radio, Newspapers and websites within the 15 county area) for coverage of Public Awareness events.
- Prepares requisitions for all equipment, clothing, and office supplies ordered for the Task Force. Receives all items.
- Webmaster for the www.scattf.org website.
- Ensures the grant budget is being properly maintained and allocated. Responsible for meeting grant goals. Responsible for ensuring all grant paperwork is submitted.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE A - OVERTIME NARRATIVE

REQUIRED NARRATIVE: Provide a brief summary on the use of overtime funds.

1. Include description of work activity to be conducted.
2. Estimate number of hours and cost for overtime activities.

Overtime will be used for burglary of vehicle surveillance and auto theft related surveillance activities as well as Public Awareness Events related to burglary of vehicle and auto theft. The increased addition of the BOV responsibilities to the task force without an increase of resources makes these events extremely difficult to accomplish without these overtime funds.

We request **\$10,000** for these activities to cover approximately 234 hours of overtime calculated at 1.5 times the average hourly rate of the Agents assigned to the task force. The calculation is shown below:

<u>Requested Amount</u>	<u>\$10,000</u>	Equals hours available
(Average hrly wage x time and a half)	(\$28.43 x 1.5)	~ 234 hours

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE C

TRAVEL

1. Local Travel		(1)	(2)	(3)	(4)
Title or Position	Miles Traveled Annually/\$Rate	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
(A)					
(B)					
(C)					
(D)					
(E)					
(F)					
(G)					
(H)					
LOCAL TRAVEL TOTAL					

2. In-State Travel (Specify clearly and use continuation pages if necessary)

Purpose	Destination	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
ABTPA Conference	TBD				\$2,927
Border Solutions	TBD				\$514
TAVTI	Amarillo, TX				\$4,300
IN-STATE TRAVEL TOTAL					\$7,741

3. Out-of-State Travel (Specify clearly and use continuation pages if necessary)

Purpose	Destination	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
IATTIC Conference	TBD				\$1,119
OUT-OF-STATE TRAVEL TOTAL					\$1,119
TOTAL TRAVEL BUDGET					\$8,860

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE C NARRATIVE

REQUIRED NARRATIVE: Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and per diem.

Travis County policy allows the state contracted room rate plus taxes and parking expenses. If no government rate quoted, the county will pay the quoted room rate from the lodging place. Meal expenses reimbursed only when the employee is required to be away from home overnight. Per diem and mileage will be reimbursed in accordance with the Travis County travel policy current at the time of travel for the purpose of this request. The rates effective April 1, 2009 (\$39 per day and 48.5¢ per mile) are used.

Purpose for Travel	# of Persons	# of Nights	Travel	Per Diem	Lodging	TOTAL
ABTPA Conference TBD	5	4	-0-	\$975	\$1,952	\$2,927
Border Solutions Meeting TBD	1	1	\$300	\$78	\$136	\$514
TAVTI Conference Amarillo, TX	6	6	-0-	\$1,404	\$2,896	\$4,300
IATTI Conference TBD (Out of State)	1	5	\$275	\$234	\$610	\$1,119
TOTAL			\$575	\$2,691	\$5,594	\$8,860

In-State Travel

ABTPA Conference – Five persons to attend the annual ABTPA Conference (location to be determined).

Border Solutions Meeting – Will send the sergeant to the meeting (location to be determined).

TAVTI Conference – Eight persons to attend the conference in Amarillo, TX.

Out –of-State Travel

IATTI Conference – Will send the sergeant to this conference (location to be determined). Airline (travel) amounts are approximate. Actual price would vary during travel time.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

DESIGNATION OF GRANT OFFICIALS

ABTPA rules require that three persons be designated to the positions of Authorized Official, Project Director, and Financial Officer for the purposes of administering a grant. The Project Director and the Financial Officer may not be the same person, but under extenuating circumstances, one person may otherwise fill two positions. In accordance with the criteria and definition of responsibilities set forth in the Financial and Administrative Requirements section of the ABTPA Grant Application and Administration Guidelines governing submission of this application, the following designations are made:

APPLICANT: TRAVIS COUNTY

PROJECT TITLE: Sheriff's Combined Auto Theft Task Force (SCATTF)

Ms. Phyllis Clair

Project Director (Type or Print)

Ms. Susan Spataro

Financial Officer (Type or Print)

Major, Travis County Sheriff's Office

Title and Agency

County Auditor, Travis County

Title and Agency

PO Box 1748

Business Address (Street or P. O. Box)

PO Box 1748

Business Address (Street or P. O. Box)

Austin

City

78767

Zip

Austin

City

78767

Zip

512.854.9759 / 512.854.4383 (fax)

Telephone and Fax Numbers

512.854.9125 / 512.854.9164 (fax)

Telephone and Fax Numbers

Mr. Samuel T. Biscoe

Authorized Official (Type or Print)

County Judge, Travis County

Title and Agency

PO Box 1748

Business Address (Street or P. O. Box)

Austin

City

78767

Zip

512.854.9555 / 512.854.9535 (fax)

Telephone and Fax Numbers

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

AMERICANS WITH DISABILITIES ACT CERTIFICATION

The Grantee hereby assures and certifies compliance with Subchapter II, Part A of the Americans with Disabilities Act (ADA), 42 U.S.C., Sections 12131-12134, and Department of Justice ADA regulations, 28 CFR Part 35.

Authorized Official

Date

Travis County
Grantee

Sheriff's Combined Auto Theft Task Force
Project Title

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

Non Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a), §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

AUTHORIZED OFFICIAL

DATE

Travis County

GRANTEE

ABTPA-13

ABTPA-26

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

COMPLIANCE REQUIREMENT

The attached digest of your grant application represents the Automobile Burglary & Theft Prevention Authority Board's approved amount. The digest represents budgeted amounts only and does not approve any items that conflict with the participating agency's personnel, procurement, travel, or local government code policies and procedures.

The grantee will be responsible in determining that the following requirements are being met prior to the release of funds:

- 1) Salaries are in accordance with local policy of the participating agencies.
- 2) Personnel are classified in accordance with the needed qualification for the position.
- 3) Fringe Benefits are in accordance with local policy of the participating agencies.
- 4) Travel Policy is in accordance with the travel policy of the participating agencies.

Authorized Official

Date

Travis County
Grantee

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

I, _____, certify that:

This agency employs fewer than 50 people; therefore, the _____
(Agency)

is not required to file an equal opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.

or

This agency employs 50 or more people and has received or applied to the Automobile Burglary & Theft Prevention Authority for total funds in excess of \$25,000; therefore, the
County of Travis _____ has formulated an equal employment opportunity
(Agency)

program in accordance with 28 CFR 42.301 et seq., Subpart E and that it is on file in the office of:

Tracey Calloway _____
(name)

Director Human Resources _____
(title)

PO Box 1748, Austin, TX 78767 _____
(address)

for review or audit by an official of the Automobile Burglary & Theft Prevention Authority as required by relevant laws and regulations.

PROJECT TITLE: Sheriff's Combined Auto Theft Task Force _____

Authorized Official (signature)

Project Director (signature)

Date

Date

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

1. A grantee and subgrantee must comply with ABTPA grant rules and UGMS.
2. A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
3. A grantee and subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
4. A grantee and subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law.
5. A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child payments.
6. No health and human services agency or public safety or law enforcement agency may contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
7. A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES (continued)

8. When incorporated into a grant award or contract, these standards assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met. (See Section _____.36 for additional guidance on contract provisions.)
9. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
10. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
12. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES (continued)

- 13. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 14. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
- 15. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)
- 16. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibit the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary & Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Automobile Burglary & Theft Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official

Date

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

INDEPENDENT ANNUAL AUDIT CERTIFICATION

The grantee hereby assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, PL 104 - 156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):

- 1. _____ Grant(s) expenditures of \$300,000 or more in federal funds - An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
- 2. X Grant(s) expenditures of \$300,000 or more in state funds - An annual single audit by an independent auditor made in accordance with the Uniform Grant and Contract Management Standards (UGCMS).
- 3. _____ Grant(s) expenditures of less than \$300,000 in federal funds - Exempt from the Single Audit Act. However, ABTPA may require a limited scope audit as defined in OMB Circular A-133.
- 4. _____ Grant(s) expenditures less than \$300,000 but \$50,000 or more in state funds - A program-specific audit.
- 5. _____ Grant(s) expenditures less than a total of \$50,000 in state funds - Financial Statements audited in accordance with Generally Accepted Auditing Standards (GASS).

NOTE: Grantees exempt from the Single Audit Act requirements (i.e. those expending less than \$300,000 in total federal financial assistance) are prohibited from charging the cost of a Single Audit to a Federal Award.

Authorized Official (Signature)

Financial Officer (Signature)

_____/_____/_____
Date

_____/_____/_____
Date

Travis County

Grantee Organization

SA-T01-10069

Grant Number

Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

- 1. The identity of the organization conducting the audit.
- 2. Approximate time audit will be conducted.
- 3. Audit coverage to be provided.

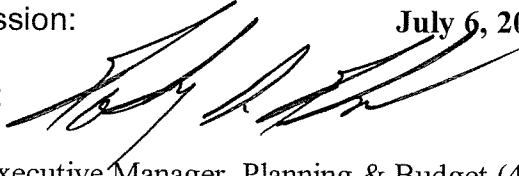
TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session:

July 6, 2010

I. A. Request made by:



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

Review and Discuss Proposed FY 11 Abbreviated Budget Hearings and Mark-Up Schedule and Related Memo to Appointed and Elected Officials.

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.



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

TO: Elected Officials and Department Heads
FROM: Rodney Rhoades 
DATE: July 6, 2010
SUBJECT: FY 11 Abbreviated Budget Hearings and Mark-Up

As many of you have heard, resources for FY 11 continue to be limited. We have received a positive response from all departments on "holding the line" regarding FY 11 operating requests this budget process. The Planning and Budget Office would like to thank each of you and your staff for your willingness to work with us again this year.

Due to the fact that resources continue to be limited, the Planning and Budget Office recommended to the Commissioners Court and they have approved an abbreviated budget schedule once again this year. Currently, an afternoon of budget hearings in half hour blocks is scheduled for August 12th. In addition, it is expected that Budget Mark-Up will occur on September 8, 2010 from 2 P.M. to 5 P.M.

The Commissioners Court has requested that should you need a time to briefly discuss highly critical budget issues, you must submit your request through the Planning and Budget Office no later than Thursday, July 15th with all necessary backup. The Court will then determine on Tuesday, July 27th which departments will be scheduled for the limited budget hearing slots.

It should be noted that there has been an effort to include compensation in the FY 11 Preliminary Budget. The Commissioners Court have provided the Planning and Budget Office with the necessary flexibility in the tax rate to allow for resource availability for the most pressing maintenance of current effort requirements, increased health insurance costs as well as compensation. Depending on the final amount of compensation approved, the compensation increase will help reduce the possibility that an employee would receive a reduction in pay as a result of employee insurance increases.

In order to balance the FY 11 Budget, there would likely be a reduction in resources dedicated to compensation if other items become identified as being of a more critical need. Just as departments were asked last year at this time to be as conservative in their expenditures through the end of the current fiscal

year, the Commissioners Court requests that departments demonstrate the same restraint this year to help mitigate potential economic challenges in FY12.

**cc: Commissioners Court
PBO**

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE
10 JUN 28 10 2:47

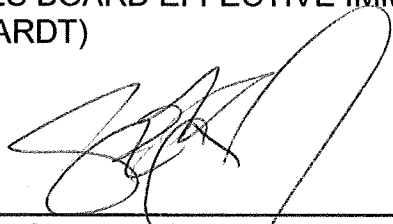
Please consider the following item for:

DATE OF VOTING SESSION: July 6, 2010

A. REQUEST MADE BY: Commissioner Sarah Eckhardt, Precinct 2

B. REQUESTED TEXT:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPOINT LAURA WOLF TO SERVE AS A PRECINCT TWO APPOINTEE TO THE TRAVIS COUNTY CHILDREN'S PROTECTIVE SERVICES BOARD EFFECTIVE IMMEDIATELY THROUGH JULY 2013. (COMMISSIONER ECKHARDT)



Commissioner Sarah Eckhardt, Precinct 2

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

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

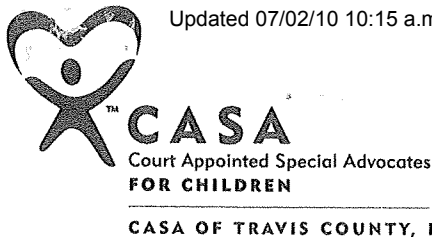
PURCHASING OFFICE (854-9700)

Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

Contract, Agreement, Policy & Procedure

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



RECEIVED
COUNTY JUDGE'S OFFICE

10 JUN 30 PM 3:53

6330 Highway 290 E, Ste 350
Austin, Texas 78723
Phone: 512.459.2272
Fax: 512.459.4550
www.casatexas.org

March 22, 2010

The Honorable Sarah Eckhardt
Travis County Commissioner, Precinct 2
P.O. Box 1748, Room 500
Austin TX 78767

Dear Commissioner Eckhardt:

I am writing to submit my application for an appointment to the Travis County Child Protective Services Board. I understand that there are one or more appointments possible for Precinct 2 residents and I respectfully ask your consideration.

I have lived in Precinct 2 for more than 10 years and I have worked or volunteered in organizations serving child victims of abuse for more than 17 years, including the former Center for Battered Women, the Austin Rape Crisis Center, SafePlace, the Texas Council on Family Violence and now CASA of Travis County.

I have been the Executive Director of CASA of Travis County for approximately 2 ½ years and in that time, I have become acquainted with members and the mission of the Travis County Child Protective Services Board ("Board"). I am very much interested in the possibility of contributing to the work of this Board, as I believe that though the child welfare system in Travis County is very good, it can be even better, and a model for the rest of the state.

My goals for service on the Board would be, first and foremost, to learn the Board's current objectives and ways in which I can best be a positive contributor to the Board's work. Beyond that, my goals would include to build a closer relationship between the Board and the Travis County Model Court for Children and Families, to effectively communicate to the judiciary, attorneys and other stakeholders the role of the Board within the child welfare system in this County, and to, as resources allow, advocate for a more active role of the Board in identifying and assisting to implement improvements to the child welfare system in Travis County.

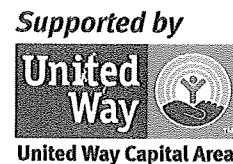
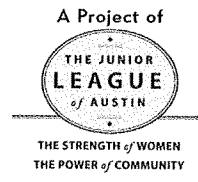
If appointed, I will make every reasonable commitment to serve the entire three-year Board term and to attend at least 80% of the Board meetings.

Thank you so much for your consideration. I would welcome the opportunity to talk further with you or with a member of your staff as you see fit.

Thank you for your time and for your service.

Sincerely,

Laura D. Wolf
Executive Director



CASA: A Powerful Voice in a Child's Life

LAURA D. WOLF

5924 Highland Hills Drive
Austin TX 78731

512-453-7915 (h)
512-587-3920 (m)
aus-wolf@earthlink.net

PROFESSIONAL EXPERIENCE

CASA of Travis County, Inc.
EXECUTIVE DIRECTOR

Austin TX
2007 – present

- Lead non-profit organization with a budget of almost \$2 million, a staff of 30 and a volunteer base of 450 in providing advocacy for children removed from their homes due to abuse and neglect.
- Foster strong, productive and collaborative relationships with local judiciary, State and County agencies, and community-based service providers to ensure the best possible outcomes for children in the court & foster care systems in Travis County.
- Represent CASA of Travis County in a positive light to the media, to funders, supporters and allies, and to the community at large.
- Ensure stable operations and innovative services, from programs for children to personnel and financial management, to comply with all applicable laws, rules and standards, as well as to create a high-quality organization that demonstrates best practices wherever possible.
- Increase funding and recruit volunteers, so that CASA can grow from serving 75% of the children in foster care in Travis County to 100%.

Texas Council on Family Violence
SENIOR POLICY DIRECTOR

Austin TX
2003 – 2007

- Created and led strategic campaign to maintain at least \$44 million in biennial funding for domestic violence services from the State of Texas, including statewide grassroots advocacy and lobbying the Legislature, resulting in a 10% increase in State funding between 2003 and 2007.
- Developed innovative legislative initiatives to improve opportunities for victims of family violence, educated legislators on the value of these policies, led multi-faceted efforts to achieve these legislative objectives, collaborated with stakeholders and negotiated compromises with opponents to successfully achieve policy goals.
- Facilitated positive collaborations with state agencies, including the Office of the Attorney General and the Health & Human Services Commission, both on behalf of TCFV and on behalf of TCFV's 75+ member agencies which provide domestic violence services at the local level.
- Empowered and directed a team of professionals to develop and achieve ambitious objectives toward creation and delivery of high-quality training, advocacy, technical assistance and written curricula during a time of challenging transition within the organization.

SafePlace
CHIEF OPERATING OFFICER
GENERAL COUNSEL/CHIEF DEVELOPMENT OFFICER
FOUNDATION DIRECTOR

Austin TX
2003
2001-2003
1999-2001

- Managed planning and supervised work of eight disparate departments, including: the volunteer, fundraising, public relations, and community education programs as well as direct services programs such as crisis, therapeutic and transitional services to victims of domestic violence, rape and sexual abuse.

- Successfully created, coordinated and implemented capital campaign to build new shelter, school/child development center and transitional housing facilities that raised \$4 million in two years in purely philanthropic revenues.
- As first-ever dedicated staff liaison for the SafePlace Foundation Board of Trustees, engaged Trustees in development of planned giving program for SafePlace, including preparation of gift acceptance policies, investment policies and planned giving recognition society, leading to increases each year in number of planned gifts for SafePlace.

Brown McCarroll, L.L.P.
ATTORNEY

Austin TX
1991-1999

- Advised and represented industrial and municipal clients on complex aspects of environmental law, including regulatory compliance, permitting, enforcement actions, rulemakings and policy negotiations with state and federal agencies, including the U.S. Environmental Protection Agency and the Texas Commission on Environmental Quality.

COMMUNITY SERVICE

The Junior League of Austin
PRESIDENT
TREASURER

Austin TX
2005-2006
2003-2004

- Developed and led strategic planning process for the League, resulting in a successfully implemented plan, with measurable outcomes and broad involvement from Board and membership, to fulfill three-year growth and transformation goals.
- Initiated and directed immediate financial and volunteer response to influx of Hurricane Katrina evacuees into Austin, while overseeing the ongoing annual program of giving over \$1 million and tens of thousands of volunteer service hours to community organizations, ensuring the League's positive impact in Austin.
- Managed the financial operations and position of the League, a \$4 million, all-volunteer organization, including preparing and monitoring an annual budget, ensuring and responding to a clean audit, reconciling month-to-month banking, accounts payable and accounts receivable, and reporting fully and regularly to the Board of Directors.

One Voice Central Texas, Treasurer, 2010

Con Mi MADRE, Treasurer, 2008 – present

Center for Child Protection, Board of Directors, 1999 – 2000

Austin Rape Crisis Center, Board of Directors, 1993 – 1997 (including President in 1996)

- Initiated, analyzed and executed the merger of the Austin Rape Crisis Center and the Center for Battered Women, to form SafePlace.

EDUCATION

Doctor of Jurisprudence, University of Texas School of Law, Austin TX, 1991

Bachelor of Arts in Psychology, Smith College, Northampton MA, 1986

AWARDS AND RECOGNITION

Non-Profit & Community Service Award, "Austin Under 40", 2004

Service Award, Texas Association Against Sexual Assault, 2001

Community Service Award, The Junior League of Austin, 1999

Peacemaker Award, Dispute Resolution Center, 1998

Award for Leading Merger, SafePlace, 1998

Leadership Austin Participant, 1995-1996



Application for Appointment

Board/Commission: **Travis County Children's Protective Services Board**

Name (Last, First, Middle): Wolf, Laura Diane	
Home Address (Street, City, Zip): 5924 Highland Hills Drive, Austin TX 78731	Home Phone: 512-453-7915
Mailing Address (Street, City, Zip): 6330 Highway 290 East, #350, Austin TX 78723	Email: Laura.wolf@casatravis.org
Employer: CASA of Travis County, Inc.	Business Phone: 512-459-2272
Occupation: Executive Director of non-profit organization	FAX Number: 512-459-4550
Ethnicity: Caucasian	Male/ Female: Female

Are you a Travis County Resident? Yes No

What Precinct do you live in? Precinct 1 Precinct 2
 Precinct 3 Precinct 4

How much time can you devote each month? 5-8 hours 13-16 hours
 9-12 hours More than 16 hours

Skills and Experience:

<input type="checkbox"/> Advertising	<input checked="" type="checkbox"/> Finance/ Budget	<input type="checkbox"/> Marketing
<input checked="" type="checkbox"/> Administration Management	<input checked="" type="checkbox"/> Fund Raising	<input type="checkbox"/> Operations
<input type="checkbox"/> Child Care	<input type="checkbox"/> Government	<input checked="" type="checkbox"/> Public Relations
<input type="checkbox"/> Consulting	<input type="checkbox"/> Health Care	<input checked="" type="checkbox"/> Public Speaking
<input type="checkbox"/> Education	<input type="checkbox"/> Human Resources	<input type="checkbox"/> Sales
<input type="checkbox"/> Event Planning	<input checked="" type="checkbox"/> Legal	<input checked="" type="checkbox"/> Writing/ Communication
<input type="checkbox"/> Other: _____		



Application for Appointment

Please describe your interest in serving on the Board and any qualifications, areas of expertise or special interests that relate to your possible appointment.

My interest in serving on the Child Protective Services Board is related to my role with CASA of Travis County. CASA is a non-profit organization that recruits, trains and supports community volunteers to serve as "guardians-ad-litem" for children in the CPS and foster care systems. All of the children we serve are from Travis County and we work extremely closely every day with CPS, the Travis County DA's Office, the Travis County courts, and other service providers. In my time with CASA, I have become aware of the important but little-known role of the Travis County Child Protective Services Board and I am very much interested in being a part of this function. Because CASA is the only organization appointed by Travis County judges to represent the best interests of children in the CPS system, and because the Travis County judges routinely look to CASA advocates as the people most likely to know the children the best, I believe that I have a unique perspective on the child welfare system, at least as it is implemented in this County, and I believe that this perspective would add value to the Board. In my capacity as Executive Director of CASA, I represent approximately 400 volunteers from all parts of the Austin/Travis County community who commit considerable time and effort to make the best possible recommendations to the judges. These volunteers and CASA staff serve roughly 75% of the children in CPS custody in Travis County and so we have a very clear sense of the needs of these children and a keen interest in seeing those needs met. I would bring to the Board the experience and voices of those 400 community volunteers and the more than 1,100 children we serve.

I agree to file with the County Judge the attached non-conflict of interest affidavit prior to being considered for an appointment by Travis County. I further agree to file an amendment in the event my status should change during my tenure on a county board.

Signature: _____

A handwritten signature in cursive script, appearing to read "Pamela Wolf", is written over a horizontal line.

Date: _____

A handwritten date "3/15/10" is written over a horizontal line.

NON-CONFLICT OF INTEREST AFFIDAVIT

DEFINITION:

“No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.”

Know All Men by These Present

Laura Wolf has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified to clearly state that his/her appointment to Travis County CPS Board of Directors will not create a conflict of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this the 22nd day of March 2010.

Laura Wolf
Signature of Appointee

3/22/10
Date

Personally appeared before the undersigned, Rozenna Sanders, who after being duly sworn, deposes and states that the facts stated in the above affidavit are true. Signed on this 22 day of March 2010.

Rozenna Sanders
Notary Public In and for The State of Texas

(seal)

Travis County Commissioners' Court Agenda Request

Meeting Date: July 6, 2010

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON LETTER TO U.S. SENATORS KAY BAILEY HUTCHISON AND JOHN CORNYN REGARDING EXTENSION OF FEDERAL MEDICAL ASSISTANCE PERCENTAGES (FMAP) FUNDING FOR ANOTHER SIX MONTHS, THROUGH JUNE 30, 2011.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

SEE LIST BELOW	

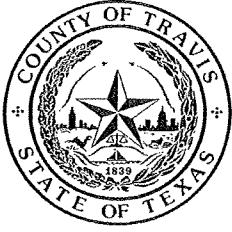
III. Required Authorizations: Please check if applicable:

NONE APPLICABLE.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Sherri Fleming
Executive Manager, HHV/VS
Phone: 854-4581
Email: sherri.fleming@co.travis.tx.us

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



Intergovernmental Relations

Deece Eckstein, Coordinator


Granger Building, Suite 535

(512) 845-9754

deece.eckstein@co.travis.tx.us

MEMO

TO: Travis County Commissioners Court

FROM: Sherri Fleming, Executive Manager, HHS/VS
Deece Eckstein, Coordinator, Intergovernmental Relations 

DATE: Tuesday, July 6, 2010

RE: Letter urging Texas' United States Senators to support extension of enhanced Medicaid funding match

CONSIDER AND TAKE APPROPRIATE ACTION ON LETTER TO U.S. SENATORS KAY BAILEY HUTCHISON AND JOHN CORNYN REGARDING EXTENSION OF FEDERAL MEDICAL ASSISTANCE PERCENTAGES (FMAP) FUNDING FOR ANOTHER SIX MONTHS, THROUGH JUNE 30, 2011.

Summary and IGR Recommendation

The Federal Medical Assistance Percentage (FMAP) is the percentage of a state's Medicaid program that is funded by the federal government. As part of the federal stimulus package, the federal government temporarily raised the Texas FMAP from 59.44% to 69.85%. The temporary increase is set to expire December 31, 2010. Congress is now considering a six-month extension of the FMAP increase, and the National Association of Counties has encouraged us to support the extension.

IGR recommends that the Commissioners Court approve a letter to Senators Hutchison and Cornyn, asking them to support an FMAP extension.

Travis County Intergovernmental Relations

Deece Eckstein, Coordinator

July 6, 2010, Page 2

Background

Medicaid is a joint state-federal program that provides health care to low-income and disabled people. Medicaid also pays for long-term care for qualifying people. Medicaid is a matching program; that is, dollars invested by states are matched by the federal government. Different match rates are calculated for each state, and are called the Federal Medical Assistance Percentages, or FMAP.

Texas' FMAP in FFY 2009 was 59.44%. The American Recovery and Reinvestment Act of 2009 (ARRA) contained a formula that increased each state's FMAP by a flat 6.2% plus a number based on that state's unemployment rate, evaluated quarterly. Under the adjustment, the FMAP for Texas has ranged between 68.76 and 70.94. This has meant an additional \$2.7 billion in federal dollars for the Medicaid program in Texas.

The FMAP increase provisions of ARRA are set to expire December 31, 2010. However, with the economic still lagging, Congress is considering an extension of the program through the first six months of 2011. The legislation to do so – H.R. 4213 – is stalled in the Senate behind a filibuster. Both Senators Hutchison and Cornyn are participating in the filibuster.

The National Association of Counties (NACo) considers FMAP extension a top priority, and has asked member counties to contact their senators. NACo is a member of the Partnership for Medicaid, a national coalition that favors an FMAP extension. A letter from the Partnership is attached by way of back-up. Also attached is a message from State Representative Garnet Coleman, articulating his desire for an FMAP extension.

A draft letter to each Senator is attached for Court review and action.

Partnership for Medicaid

June 7, 2010

The Honorable Nancy Pelosi
Speaker
U.S. House of Representatives
Washington, D.C. 20515

The Honorable John Boehner
Minority Leader
U.S. House of Representatives
Washington, D.C. 20515

The Honorable Harry Reid
Majority Leader
U.S. Senate
Washington, D.C. 20510

The Honorable Mitch McConnell
Minority Leader
U.S. Senate
Washington, D.C. 20510

Dear Madam Speaker, Representative Boehner, Senator Reid and Senator McConnell:

We, the undersigned members of the Partnership for Medicaid, urge Congress to act quickly and extend a temporary increase in Medicaid's Federal Medical Assistance Percentages (FMAP). Recognizing the significant burden of the economic recession on state budgets, Congress enacted a temporary increase in the Medicaid match rate for all states as part of the *American Recovery and Reinvestment Act of 2009* (ARRA). The additional federal support has allowed states to minimize cuts to state Medicaid programs, protecting 42 million Medicaid enrollees during the economic recession. We thank you for your commitment to the Medicaid program by providing this assistance.

While the economy is showing signs of improvement, states are grappling with significant projected budget deficits in Fiscal Year 2011. According to the National Governors Association and the National Association of State Budget Officers, states face a collective \$55.4 billion shortfall in FY 2011, and a combined \$136.1 billion in deficits FY 2010-2012. ARRA's enhanced FMAP ends on December 31, 2010 – in the middle of many state fiscal years. Congress has already taken steps to extend the FMAP increase through June 30, 2011 (both chambers have passed separate bills which would do so), but as you know, prior to the Memorial Day recess the House passed the Extenders Bill without a six-month extension of the enhanced FMAP —leaving states in a dire and untenable position. Many states begin their fiscal year on July 1, yet without the passage of the extension through June 30, 2011, states cannot plan for funds that are not allocated and have or will take steps to cut their Medicaid programs. Therefore we would urge the Senate to restore the FMAP extension in the extenders package.

We were extremely disappointed to see the House strike the FMAP extension at the last hour, upon hearing no opposition to the provision on policy grounds from any corner. In fact, the extension has the strong bipartisan support of the state and territorial governors, 47 of whom wrote to you in February asking for a six-month extension of the FMAP assistance. Additionally, 219 House Members and 39 Senators have signed letters supporting the six-month extension.

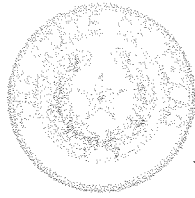
We urge Congress to act swiftly—prior to the July 4th recess—to extend the FMAP enhanced funding. While we are thankful that Congress recognized the need for enhanced federal Medicaid assistance through year's end and it may give states adequate protection in the short term, states cannot budget for Fiscal Year 2011 without knowing whether this assistance will continue. Given this, it is critical for Congress to accelerate consideration of the FMAP extension as soon as possible. Doing so will allow states to avert Medicaid cuts at a time when the economic recession requires a strong safety net. Since health reform limited states' ability to reduce eligibility, reductions would be in benefits and provider payment, which would severely impede access to needed care.

Extending the FMAP assistance for another six months, through June 30, 2011, is consistent with the Partnership's core principles of preserving the federal guarantee of Medicaid coverage, strengthening the federal financial role, and assuring adequate provider participation. Through this action Congress can ensure that Medicaid continues its crucial role as a safety net for vulnerable populations.

Thank you for your consideration of our views. We look forward to working with you on behalf of the more than 42 million recipients who rely on Medicaid for vital coverage, and the providers who serve them. Should you have any questions about these or other issues please feel free to contact any of our organizations or call Thomas Johnson at (202) 857-5725.

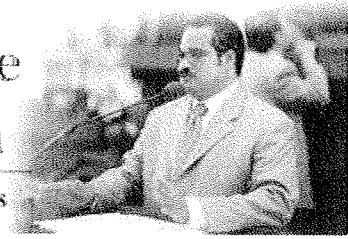
American Academy of Pediatrics
American Congress of Obstetricians and Gynecologists
American Dental Association
American Federation of Labor – Congress of Industrial Organizations
American Health Care Association
Association of Clinicians for the Underserved
Association for Community Affiliated Plans
American Public Health Association
Easter Seals
Medicaid Health Plans of America
National Association of Children's Hospitals
National Association of Community Health Centers
National Association of Counties
National Association of Public Hospitals and Health Systems
National Center for Assisted Living
National Council for Community Behavioral Healthcare
National Health Care for the Homeless Council

cc: Rep. Henry Waxman, Chair, House Committee on Energy and Commerce
Rep. Joe Barton, Ranking Member, House Committee on Energy and Commerce
Sen. Max Baucus, Chair, Senate Committee on Finance
Sen. Charles Grassley, Ranking Member, Senate Committee on Finance



State Representative Garnet F. Coleman

Policy and News Alerts



U.S. Senate Republicans Will Bankrupt States

The federal stimulus bill passed in 2009 provided \$87 billion in federal funds for Medicaid programs across the states through higher reimbursement rates. Senate Democrats have proposed extending the higher reimbursement rates in order to help alleviate state budgets. The enhanced funds would reduce the looming budget deficit in Texas by as much as \$1 billion. Twenty two other states have already included the enhanced funds in their proposed budgets and are anxiously awaiting approval of the extension.

Regrettably, on Thursday evening, Republicans killed the proposal on a procedural motion. Not a single Republican voted to extend the enhanced funding for states, including our very own Senator Kay Bailey Hutchison and Senator John Cornyn. Our state's Republican leaders have been invisible on this issue. Governor Rick Perry, Lt. Governor David Dewhurst, and Speaker Joe Straus have not lifted a finger to secure these funds for Texas. In February, a bipartisan group of 42 Governors sent a letter asking Congress to extend the Medicaid funding. Governor Perry was not amongst them.

Failure to extend Medicaid funding could devastate states and push them further towards bankruptcy. According to the Center on Budget and Policy Priorities, states will be forced to fire 900,000 workers without the enhanced funds. Additionally, states could be forced to cut necessary medical services to needy families or raise taxes.

Fortunately, Senate Democrats are intent on passing the extension and ensuring that states receive the much needed infusion of federal funds.

Our office has also been working extensively on this issue. We brought together a group of over 50 providers and Medicaid stakeholders, and organized a letter writing campaign urging our state's two U.S. senators and congressional delegation to support the Medicaid relief. It is time that they deliver and bring federal dollars home to Texas.

July 6, 2010

The Honorable Kay Bailey Hutchison
United States Senate
284 Russell Senate Office Building
Washington, DC 20510

The Honorable John Cornyn
United States Senate
517 Hart Senate Office Building
Washington, DC 20510

Dear Senators:

Recognizing the significant burden of the economic recession on state budgets, Congress enacted a temporary increase in the Medicaid match rate for all states as part of the American Recovery and Reinvestment Act of 2009 (ARRA). The additional federal support has allowed states to minimize cuts to state Medicaid programs, protecting 42 million Medicaid enrollees during the economic recession. We are grateful to the Congress for its commitment to the Medicaid program by providing this assistance.

While the economy is showing signs of improvement, states are grappling with significant projected budget deficits in Fiscal Year 2011. Extending the Federal Medical Assistance Percentages (FMAP) assistance for another six months, through June 30, 2011, is consistent with preserving the federal guarantee of Medicaid coverage, strengthening the federal financial role, and assuring adequate provider participation. Through this action Congress can ensure that Medicaid continues its crucial role as a safety net for vulnerable populations.

Continued fiscal struggles at the state, county and local level will further delay our nation's economic recovery. It is imperative that the six-month extension of Federal Medicaid match funds pass the Senate to ensure a faster road to recovery.

Please support a six-month extension of FMAP in the jobs/extenders bill (H.R. 4213). Thank you for your consideration in this matter.

Sincerely,

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS

SARAH ECKHARDT

COMMISSIONER, PRECINCT 1

COMMISSIONER, PRECINCT 2

KAREN HUBER
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

DRAFT

July 6, 2010

The Honorable Kay Bailey Hutchison
United States Senate
284 Russell Senate Office Building
Washington, DC 20510

Dear Senator Hutchison:

Recognizing the significant burden of the economic recession on state budgets, Congress enacted a temporary increase in the Medicaid match rate for all states as part of the American Recovery and Reinvestment Act of 2009 (ARRA). The additional federal support has allowed states to minimize cuts to state Medicaid programs, protecting 42 million Medicaid enrollees during the economic recession. We are grateful to the Congress for its commitment to the Medicaid program by providing this assistance.

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Sincerely,

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

KAREN HUBER
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

17
#

Travis County Commissioners Court Agenda Request

Voting Session 07/06/10
(Date)

Working Session 07/06/10
(Date)

I. A. Request made by: COUNTY ATTORNEY CEB Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

RECEIVE BRIEFING FROM COUNTY ATTORNEY, AUTHORIZE COUNTY ATTORNEY TO HIRE EXPERT(S) AND TAKE APPROPRIATE ACTION IN; CLAUDIA SCOTT-DAVIS V. TRAVIS COUNTY (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B)).

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

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

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

Dan Mansour, Risk Management, 854-9499
Scot Doyal, Domestic Relations, 854-9696

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

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9513)

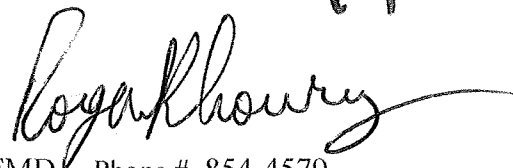
_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 JUN 29 AM 11:18

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

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

19 ✓



Voting Session: July 6, 2010

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone # 854-4579
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text:

Consider and take appropriate action regarding issues associated with the following leases at 700 Lavaca:

- a) Bruce A. Lipsy, Lipsy & Escamilla, LLP,
 - b) Frank W. Denius, and
 - c) Schwab Structural Engineering
- (Exec Session Gov't Code Ann 551.071 & 551.072)

C. Approved by: _____
Signature of Commissioner or Judge

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

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

John Hille, Assistant County Attorney (4-9415)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

- _____ 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

10 JUN 30 PM 5-27

RECEIVED
COUNTY JUDGES OFFICE

C3


Travis County Commissioners Court Agenda Request

Voting Session Tuesday, July 6, 2010
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of June 22, 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 JUNE 22, 2010

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 22nd day of June 2010, the Commissioners' Court convened the Voting Session at 9:14 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Four Commissioner Margaret Gómez was not present during this Voting Session.

The Commissioners Court recessed the Voting Session at 11:51 AM.

The Commissioners Court reconvened the Voting Session at 1:39 PM.

The Commissioners Court retired to Executive Session at 1:39 PM.

The Commissioners Court reconvened the Voting Session at 3:18 PM.

The Commissioners Court adjourned the Voting Session at 3:21 PM.

PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING THE PROPOSED ACQUISITION OF 27 LOTS IN THE GILBERT LANE SUBDIVISION IN EASTERN TRAVIS COUNTY BY AUSTIN HABITAT FOR HUMANITY AS PART OF THE TRAVIS COUNTY 2006, 2007 AND 2008 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AVAILABLE THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. (9:15 AM)

Clerk's Note: This Item is a public hearing to receive comments.

Motion by Commissioner Davis and seconded by Commissioner Huber to open the public hearing.

Motion carried:

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

Members of the Court heard from: Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS); Michael Willard, Executive Director, Austin Habitat for Humanity; Ronnie Gjemre, Travis County Resident; and Maurice Priest, Travis County Resident.

Motion by Commissioner Davis and seconded by Commissioner Huber to close the public hearing.

Motion carried:

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

CITIZENS COMMUNICATION

Members of the Court heard from: Kenneth Snyder, Northridge Acres Resident; Gus Peña, Travis County Resident; Ronnie Gjemre, Travis County Resident; and Maurice Priest, Travis County Resident. (9:27 AM)

CONSENT ITEMS

Members of the Court heard from: Ronnie Gjemre, Travis County Resident.

Motion by Commissioner Davis and seconded by Commissioner Huber to approve the following Consent Items: C1-C3 and Items 2, 3, 4, 5, 6, 7, 10, 12.A&B, 13, 14, 15.A&B, 21, 23.A&B, and 25. (9:40 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	absent

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. APPROVE MINUTES FOR VOTING SESSION OF JUNE 8, 2010.

PURCHASING OFFICE ITEMS

- 2. APPROVE MODIFICATION NO. 4 TO CONTRACT NO. 08T00261RG, AARON CONCRETE LP, FOR ROAD RECYCLING. (9:40 AM)

Clerk's Note: Item 2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 3. APPROVE ISSUANCE OF JOB ORDER NO. 70, MINOR CONSTRUCTION AND RENOVATION SERVICES, NO. CONTRACT 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC. (9:40 AM)

Clerk's Note: Item 3 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

4. CONSIDER AND TAKE APPROPRIATE ACTION ON A CASH SECURITY AGREEMENT WITH STREETMAN HOMES, LTD., L.L.P., FOR SIDEWALK FISCAL FOR WEST CYPRESS HILLS SECTION 2, LOT 19, BLOCK 7 IN PRECINCT THREE. (COMMISSIONER HUBER) (9:40 AM)

Clerk's Note: Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. CONSIDER AND TAKE APPROPRIATE ACTION ON A CASH SECURITY AGREEMENT WITH STREETMAN HOMES, LTD., L.L.P., FOR SIDEWALK FISCAL FOR WEST CYPRESS HILLS SECTION 2, LOT 34, BLOCK 1 IN PRECINCT THREE. (COMMISSIONER HUBER) (9:40 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. **REVISED LANGUAGE:** CONSIDER AND TAKE APPROPRIATE ACTION ON APPROVING THE ACCEPTANCE OF DEDICATION OF STREET DRAINAGE FACILITIES FOR VAUGHT RANCH ROAD, PRECINCT THREE. (COMMISSIONER HUBER) (9:40 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST TO APPROVE AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF AUSTIN FOR THE COMPLETION OF A SIDEWALK SAFETY PROJECT IN THE UNINCORPORATED AREA ALONG FM 1826 BETWEEN GALLANT FOX AND SLAUGHTER LANE IN PRECINCT THREE. (COMMISSIONER HUBER) (9:40 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.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

8. CONSIDER AND TAKE APPROPRIATE ACTION ON THE DRAFT PROGRAM YEAR 2010 ACTION PLAN FOR PUBLIC COMMENT RELATED TO THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AVAILABLE THROUGH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. (9:49 AM)

Members of the Court heard from: Christy Moffett, Social Services Manager, (TCHHS).

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve Item 8.

Motion carried:

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

- 9. **REVISED LANGUAGE (C ADDED): CONSIDER AND TAKE APPROPRIATE ACTION ON PROMISE NEIGHBORHOOD PROGRAM PROVIDING AFTERSCHOOL SERVICES IN TRAVIS COUNTY (ST. JOHNS COMMUNITY): (10:00 AM)**
 - A. AUTHORIZE THE COUNTY JUDGE TO SIGN A LETTER OF SUPPORT TO THE UNITED STATES DEPARTMENT OF EDUCATION REGARDING THE COUNTY'S PARTICIPATION IN THE PROMISE NEIGHBORHOOD PROGRAM PROVIDING AFTERSCHOOL SERVICES IN TRAVIS COUNTY;
 - B. APPROVE INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY, CITY OF AUSTIN AND AUSTIN INDEPENDENT SCHOOL DISTRICT FOR THE COUNTY'S PARTICIPATION IN THE PROMISE NEIGHBORHOOD PROGRAM FOR AFTERSCHOOL SERVICES IN TRAVIS COUNTY; AND
 - C. **OTHER ITEMS RELATED TO THE GRANT APPLICATION.**

Clerk's Note: Items 9.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Deborah E. Britton, Director, Community Services Division, TCHHS&VS; Karen Dulaney-Smith, Project Support Specialist, Austin Achievement Zone; and Ronnie Gjemre, Travis County Resident.

Motion by Judge Biscoe and seconded by Commissioner Davis for the County Judge to sign the letter in 9.A on behalf of the Commissioners Court. This will be part of the application.

Motion carried:

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

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 9.B.

Motion carried:

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

Item 9.C discussion only. No formal action taken.

PLANNING AND BUDGET DEPT. ITEMS

10. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:40 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS, SERIES 2010, IN THE AGGREGATE PRINCIPAL AMOUNT OF APPROXIMATELY \$30,000,000; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO. (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (1:39 PM) (3:18 PM)

Clerk's Note: Judge Biscoe announced that Item 11 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 11 to be reposted on July 6, 2010.

12. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:40 AM)
 - A. ANNUAL APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE AND RELATED INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN FOR THE TRAVIS COUNTY SHERIFF'S OFFICE TO RECEIVE RESOURCES TO REPLACE AGING CITATION WRITERS WITH NEW TABLET COMPUTERS USED BY HIGHWAY ENFORCEMENT UNITS UNDER THE 2010 BYRNE JUSTICE ASSISTANCE GRANT; AND
 - B. CONTRACT AMENDMENT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (THROUGH ONESTAR FOUNDATION) FOR HEALTH AND HUMAN SERVICES TO REDUCE THE OVERALL GRANT AWARD FOR THE FISCAL YEAR 2010 AMERICORPS GRANT BASED ON SAVINGS GENERATED FROM MEMBERS LEAVING BEFORE COMPLETING THEIR PROGRAM HOURS AND STAFF TURNOVER.

Clerk's Note: Items 12.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADMINISTRATIVE OPERATIONS ITEMS

13. 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 \$728,194.42 FOR THE PERIOD OF JUNE 4, 2010 TO JUNE 10, 2010. (9:40 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:40 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. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS FOR HUMAN RESOURCES MANAGEMENT DEPARTMENT: (9:40 AM)
 - A. RENEW UNITED HEALTHCARE AS THE THIRD PARTY ADMINISTRATOR FOR THE TRAVIS COUNTY EMPLOYEE BENEFIT PLAN AND APPROVE ADMINISTRATIVE RATES; AND
 - B. RENEW UNITED HEALTHCARE COBRA AND RETIREE BILLING ADMINISTRATION WITH NO INCREASE IN RATES FOR FISCAL YEAR 2011.

Clerk's Note: Items 15.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 16. CONSIDER AND TAKE APPROPRIATE ACTION ON FINAL FISCAL YEAR 2011 GROUP BENEFIT HEALTH PLAN CHANGES AND RATES, EFFECTIVE OCTOBER 1, 2010: (10:19 AM)
 - A. ALL OPTION 1 BENEFIT CHANGES INCLUDING MAKING NEXIUM INELIGIBLE ON THE PHARMACY PLAN;
 - B. RATE CHANGES FOR BOTH EMPLOYEES AND COUNTY RETIREES;
 - C. REVISED DEFINITIONS OF DEPENDENTS; AND
 - D. DOCUMENTATION REQUIRED TO SUBSTANTIATE DEPENDENT COVERAGE.

Clerk's Note: Items 16.A-D are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD); Cindy Purinton, Benefit Administrator, HRMD; and Mary Etta Gerhardt, Assistant County Attorney.

Motion by Commissioner Eckhardt and seconded by Commissioner Huber to approve Items 16.A-D.

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

- 17. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FROM THE CAPITAL AREA QUARTER HORSE ASSOCIATION FOR REDUCED FEES TO USE THE TRAVIS COUNTY EXPOSITION CENTER SHOW BARN ON JUNE 26, 2010 AND AUGUST 7, 2010. (9:51 AM)

Members of the Court heard from: Ronnie Gjemre, Travis County Resident.

Motion by Judge Biscoe and seconded by Commissioner Huber 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	absent

- 18. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE ORGANIZATIONAL PLANNING TEAM'S RECOMMENDATION FOR THE PERSON TO FILL THE DIRECTOR POSITION FOR THE HUMAN RESOURCES MANAGEMENT DEPARTMENT AND ISSUES RELATED THERETO. (10:13 AM)

Clerk's Note: The Court discussed Staff recommendation of hiring Diane Blakenship as the new HRMD Director, her salary, and relocation costs.

Members of the Court heard from: Roger Jefferies, Executive Manager, Justice and Public Safety (JPS); and Tracey Calloway, Interim Director, HRMD.

Motion by Commissioner Huber and seconded by Commissioner Eckhardt to approve Item 18.

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	absent

19. **CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FROM THE BOY SCOUTS OF AMERICA CAPITOL AREA COUNCIL FOR A REDUCED FEE TO USE THE TRAVIS COUNTY EXPOSITION CENTER FACILITIES AND GROUNDS. (9:58 AM)**

Members of the Court heard from: Ronnie Gjemre, Travis County Resident.

Motion by Commissioner Eckhardt and seconded by Judge Biscoe to approve Item 19.

Motion carried:

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

OTHER ITEMS

- 20. CONSIDER AND TAKE APPROPRIATE ACTION ON LOCAL TAX POLICY WORKING GROUP RECOMMENDATIONS ON GROUP'S CHARGE, MEMBERSHIP AND REPORTING SCHEDULE. (COMMISSIONER ECKHARDT) (10:24 AM)

Clerk's Note: The Court discussed the addition of the following outside experts to the working group:

- Billy Hamilton
- Joe Thrash
- Dick Lavine
- Brian Rodgers

Members of the Court heard from: Leroy Nellis, Budget Manager, Planning and Budget Office (PBO).

Motion by Commissioner Eckhardt and seconded by Judge Biscoe that we formally approve the establishment of the team with the inclusion of the four names and a Health Care District representative, after speaking with Trish Young, President and Chief Executive Officer, Travis County Healthcare District to make sure that John Stevens, Chief Financial Officer, Travis County Healthcare District can serve, and that we reset the consideration of the charge until after the July 15, 2010 meeting.

Motion carried:

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

- 21. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE TRAVIS COUNTY SHERIFF'S OFFICE TO APPROVE AND FUND THE PHASE ONE RENOVATION PROJECT AT THE TRAVIS COUNTY JAIL. (9:40 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 22. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR ADDITIONAL SECURITY CAMERAS AT VARIOUS TRAVIS COUNTY JAIL FACILITIES. (10:17 AM)

Members of the Court heard from: Major Mark Sawa, Administration and Support Bureau, Travis County Sheriff's Office (TCSO); and Rodney Rhoades, Executive Manager, PBO.

Motion by Commissioner Eckhardt and seconded by Commissioner Huber to approve Item 2.

Motion carried:

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

- 23. A. CONSIDER AND TAKE APPROPRIATE ACTION ON THE INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND THE DEL VALLE INDEPENDENT SCHOOL DISTRICT FOR THE 2010 – 2011 SCHOOL YEAR FOR LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE TRAVIS COUNTY SHERIFF'S OFFICE; AND
- B. AUTHORIZE THE RETENTION OF ONE VEHICLE IN THE TRAVIS COUNTY SHERIFF'S OFFICE FLEET PURSUANT TO THE CONTRACT. (9:40 AM)

Clerk's Note: Items 23.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

24. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(10:33 AM)
- A. RECEIVE BRIEFING REGARDING DUTIES OF PUBLIC OFFICIALS IN CRIMINAL JUSTICE MATTERS;
 - B. REVIEW HISTORICAL FUNDING FOR PUBLIC OFFICIALS IN CRIMINAL JUSTICE, AND CONSIDER PLANS FOR FUTURE NEEDS; AND
 - C. OFFER FROM THE TEXAS ASSOCIATION OF COUNTIES FOR PROGRAMMING ON DUTIES OF COUNTY OFFICIALS FOR USE ON CHANNEL 17. (COMMISSIONER DAVIS)

Clerk's Note: Items 24.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: David Escamilla, Travis County Attorney; John Neal, First Assistant, District Attorney's Office; Greg Hamilton, Travis County Sheriff; Bruce Elfant, Constable, Precinct 5; Claire Dawson Brown, Director, District Attorney's Office; Nelson Linder, President, Austin NAACP; Ronnie Gjemre, Travis County Resident; Rodney Rhoades, Executive Manager, PBO; and Steven Broberg, Director, Records Management and Communication Resources (RMCR).

Motion by Commissioner Davis and seconded by Commissioner Eckhardt to approve Item 24.C, that is, the videos being played contiguously on Channel 17, not one here and one there.

Clerk's Note: The Court did not take a Vote on the Standing Motion and Second.

Items 24.A&B discussion only. No formal action taken.

Item 24.C to be reposted June 29, 2010. when the appropriate information will be available.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR ADDITION OF TWO 2010 MAGNUM LIGHT TRAILERS TO THE TRAVIS COUNTY SHERIFF'S OFFICE VEHICLE FLEET FOR EMERGENCY USE WITHIN THE TRAVIS COUNTY SHERIFF'S OFFICE. (9:40 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.

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

Note 4 Gov't Code Ann 551.087, Economic Development Negotiations

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.

- 26. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN. ¹
(1:39 PM) (3:18 PM)

Clerk's Note: Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Discussion only. No formal action taken.

Item 26 to be reposted on June 29, 2010.

- 27. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE FROM TRAVIS REALTY CORP. FOR PROPERTY LOCATED AT 700 LAVACA STREET. ^{1 AND 2} (1:39 PM)
(3:19 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 and Gov't. Code Ann. 551.072, Real Property.

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

Discussion only. No formal action taken.

- 28. DISCUSS AND TAKE APPROPRIATE ACTION ON ECONOMIC DEVELOPMENT PROJECT IN PRECINCT ONE. ⁴ (1:39 PM) (3:20 PM)

Clerk's Note: Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.087, Economic Development Negotiations.

Discussion only. No formal action taken.

Item 29 to be reposted on June 29, 2010.

- 29. CONSIDER AND TAKE APPROPRIATE ACTION ON PURCHASE CONTRACT AND FILL AGREEMENT WITH MARVIN AND MERLENE MYERS FAMILY PARTNERSHIP LTD. FOR HAMILTON POOL CLEAN-UP. ^{1AND 2} (1:39 PM) (3:20 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 and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Huber that we approve the 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	absent

ADDED ITEMS

- A1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO TEMPORARILY CLOSE ALLEN ROAD FROM PINNACLE ROAD TO EASY STREET IN PRECINCT THREE FOR CONSTRUCTION OF 16-INCH WATER LINES AND A PUMPING STATION BEGINNING JUNE 23, 2010, AND CONTINUING FOR 100 DAYS THROUGH SEPTEMBER 30, 2010. (COMMISSIONER HUBER) (9:42 AM)

Members of the Court heard from: David Greear, Traffic Manager, Transportation and Natural Resources (TNR); Larry Mendez, Project Manager, City of Austin; and Janet Atkinson, Austin Water Utility.

Motion by Commissioner Huber and seconded by Commissioner Eckhardt to approve Item A1.

Motion carried:

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

ADJOURNMENT

Motion by Commissioner Davis and seconded by Commissioner Huber to adjourn the Voting Session. (3:21 PM)

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

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

Supplemental

Road Districts | ✓

July 4, 2010

On this date, ~~June 29, 2010~~ Commissioner _____ made a motion, which was seconded by Commissioner _____, that the following claims, which have been funded through approved budget transfers, be paid:

<u>FUND</u>	<u>INCLUSIVE OF CLAIM NUMBER</u>	<u>AMOUNT</u>
Operating		
General Fund		
<u>Road Districts</u>	898694	\$2,237.06
Cancels & Reissues included in above claim numbers		\$ -
Subtotal		\$2,237.06
Payroll		
Payroll Liabilities wire/ACH Direct Deposit Payroll		
Subtotal		\$0.00
Other Wire Transfers		
State Fees		
Subtotal		\$0.00
Total		\$2,237.06

10 JUN 28 PM 3:00 RECEIVED COUNTY JUDGE'S OFFICE

PREPARED 6/28/10, 11:41:26
 PROGRAM GM347U
 TRAVIS COUNTY

BANK TRANSFER LIST

FUND 395 NWTCD #3 RFDG BDS 1995							
BANK	ACCOUNT	** CHECK/PAYMENT **	**** VOUCHER ****		DISBURSEMENT	VENDOR	
DESCRIPTION	NO	NO	DATE	NO	AMOUNT	REFERENCE	

00 JPMORGAN CHASE							
	395-0000-721.40-02	898694	6/28/2010	060210	6/01/2010	740.89	0006695 TRAVIS CENTRAL APPRAISAL
					ACCOUNT TOTAL	740.89	*
	JPMORGAN CHASE				TOTAL	740.89	**
					TOTAL DUE FROM THIS FUND FOR THIS PERIOD	740.89	***

PREPARED 6/28/10, 11:41:26
 PROGRAM GM347U
 TRAVIS COUNTY

BANK TRANSFER LIST

FUND 396 TRAVIS CNTY BEE CAVE RD 1		** CHECK/PAYMENT **		**** VOUCHER ****		DISBURSEMENT AMOUNT	VENDOR REFERENCE
BANK DESCRIPTION	ACCOUNT NO	NO	DATE	NO	DATE		
00 JPMORGAN CHASE							
	396-0000-739.40-02	898694	6/28/2010	061510	6/01/2010	1,496.17	0006695 TRAVIS CENTRAL APPRAISAL
				ACCOUNT TOTAL		1,496.17	*
	JPMORGAN CHASE				TOTAL	1,496.17	**
	TOTAL DUE FROM THIS FUND FOR THIS PERIOD					1,496.17	***