

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST



VOTING SESSION: July 20, 2010

- I. Request made by: Roger Jefferies, Executive Manager, Justice and Public Safety
- Requested topic: Approve Proclamation Recognizing the Week of July 18-24, 2010, "Probation, Parole and Community Supervision Week"

Approved by: _____

(Signature of Commissioner or Judge)

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that must be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Dr. Geraldine Nagy, Adult Probation

Estela Medina, Juvenile Probation

Judge Jeanne Meurer

- 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

RECEIVED
COUNTY JUDGE'S OFFICE
10 JUL -9 PM 2:25

AGENDA REQUEST DEADLINE:

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


CRIMINAL JUSTICE PLANNING DEPARTMENT


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



MEMORANDUM

To: Travis County Commissioners Court

Through: Roger Jefferies, Executive Manager, Justice and Public Safety 

From: Kimberly Pierce, Manager, Criminal Justice Planning 

Date: July 2, 2010

Subject: Approve Proclamation Recognizing the Week of July 18-24, 2010, "Probation, Parole and Community Supervision Week"

The American Probation and Parole Association has proclaimed the week of July 18th through July 24th, 2010, "Probation, Parole and Community Supervision Week" in honor of those who work to make our community a safer place to live. These professionals assist juvenile and adult offenders become productive members of society. One day, they may play the part of a counselor, the next they are enforcing the rules of an offender's supervision. They may help a single mother find daycare or a job. They are problem solvers, crime prevention specialists, motivators, educators, facilitators, mentors and, too often, the only support system an offender may have.

Please see the attached Proclamation declaring the week of July 18, 2010, the "Probation, Parole and Community Supervision Week". I respectfully request that the Commissioners Court approve the proclamation recognizing staff on during this important week.

cc:

Judge Jeanne Meurer
Chief Estela Medina, Juvenile Probation
Dr. Geraldine Nagy, Adult Probation
Marcus Ramirez, TDCJ-Parole

PROCLAMATION

WHEREAS, community corrections is an essential part of the criminal justice system; and

WHEREAS, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; and

WHEREAS, community corrections professionals work in partnership with community agencies and groups; and

WHEREAS, community corrections professionals promote prevention, intervention, and advocacy; and

WHEREAS, community corrections professionals provide services, support, and protection for victims; and

WHEREAS, community corrections professionals advocate community and restorative justice; and

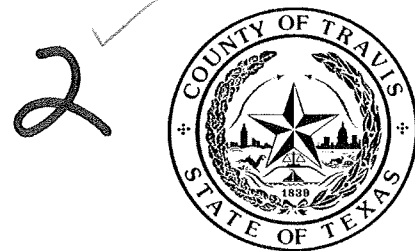
WHEREAS, community corrections professionals are a true force for positive change in their communities, and;

Now, Therefore, Be it Resolved that the Travis County Commissioners Court, do hereby proclaim July 18 through 24, 2010 as

Probation, Parole and Community Supervision Week

And encourage all Travis County citizens to honor these community corrections professions and to recognize their outstanding achievements.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST



VOTING SESSION: July 20, 2010

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

Requested topic:

APPROVE PROCLAMATION RECOGNIZING RETIREMENT OF VENNIE DAVIS, BUSINESS ANALYST II IN CRIMINAL JUSTICE PLANNING, JUSTICE AND PUBLIC SAFETY DIVISION

Approved by: _____

(Signature of Commissioner or Judge)

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that must be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Vennie Davis, Criminal Justice Planning, x44787
Cynthia Finnegan, Criminal Justice Planning, x43277

- 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

RECEIVED
COUNTY JUDGE'S OFFICE
10 JUL 13 PM 3:03

AGENDA REQUEST DEADLINE:

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

CRIMINAL JUSTICE PLANNING DEPARTMENT

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



MEMORANDUM

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

From: Roger Jefferies, Executive Manager, Justice and Public Safety

A handwritten signature in dark ink, appearing to be "RJ", is written over the end of the "From:" line.

Date: July 13, 2010

Subject: APPROVE PROCLAMATION RECOGNIZING RETIREMENT OF VENNIE DAVIS, BUSINESS ANALYST II, CRIMINAL JUSTICE PLANNING, JUSTICE AND PUBLIC SAFETY DIVISION

Mr. Vennie Davis, a Business Analyst II employed by Travis County since July 2001, will be retiring from Travis County on Friday, July 23, 2010. Mr. Davis is a valued member of the Criminal Justice Planning Department.

Please see the attached proclamation. I am requesting Commissioners Court approval of the proclamation on July 20, 2010 recognizing Mr. Davis for his exemplary service with Travis County over the last nine years.

Proclamation

WHEREAS, Vennie Davis has been an invaluable member of the Travis County Criminal Justice Planning team since July 2001, after retiring with 30 years from the Texas Department of Transportation, and working in private industry for four years as an information technology project management consultant; and

WHEREAS, Vennie, a certified project manager, with skills in drafting strategic performance, and policy and procedure plans, has provided technical assistance to each of the departments within the Justice and Public Safety Division; and

WHEREAS, Vennie has served on the planning team for the Combined Transportation Emergency Communication Center (CTECC) development project and assisted with the development of project plans and standard operating procedures; and

WHEREAS, during his tenure and most recently Mr. Davis represented Travis County on the following community projects and workgroups:

- Travis County Sheriff sponsored Building Bridges Brick by Brick community coalition where he serves as leader of the Adult Reintegration Brick 3 Team.
- The Central Booking Facility workgroup.
- The Travis County Alliance for a Safer Community where he currently serves on the Executive Board.
- The Reentry Round Table where he has worked on various subcommittees.
- The Community Action Network, where he serves on the Assessment and Planning Committee, and the Public Safety Committee.
- The Community Justice Center Advisory Committee, where he serves as co-facilitator.
- The Travis County Community Plan development teams for 2007-2008 and 2009-2010; and

WHEREAS, during his time with Criminal Justice Planning Mr. Davis continually proved his value as a role model, a man of dedicated integrity and ethics with loyalty to Travis County and its residents; and

WHEREAS, while Vennie's roots have been firmly planted in the Community's bricks and mortar serving as Pastor of the Bastrop Chapel; and

WHEREAS, Vennie's friends and colleagues will miss his mentoring, hard work and leadership on behalf of Travis County, but will really miss his ready smile and his positive outlook that have so often boosted our spirits;

NOW, THEREFORE, ON THIS DAY THE TRAVIS COUNTY COMMISSIONERS COURT AND THE TRAVIS COUNTY JUSTICE AND PUBLIC SAFETY DIVISION WOULD LIKE TO EXTEND SINCERE GRATITUDE TO VENNIE FOR HIS MANY YEARS OF SERVICE TO THE TRAVIS COUNTY COMMUNITY.

SIGNED AND ENTERED THIS 20TH DAY OF JULY, 2010.

Samuel T. Biscoe
County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN L. HUBER
Commissioner, Pct. 3

MARGARET J. GOMEZ
Commissioner, Pct. 4

3

Travis County Commissioners Court Agenda Request

Voting Session July 20, 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 \$1,041,661.52, for the period of July 2, 2010 to July 8, 2010.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

A. Backup memorandum is attached.

B. Affected agencies and officials.

Dan Mansour	854-9499
Susan Spataro	854-9125
Rodney Rhoades	854-9106

III. Required Authorizations: Checked if applicable:

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

10 JUL 13 PM 3:04

RECEIVED
COUNTY CLERK
5-1-2010

8

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: July 20, 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 25, 2010 to July 1, 2010

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$1,041,661.52

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 \$1,041,661.52.

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
JULY 02, 2010 TO JULY 08, 2010

-

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

DATE: July 20, 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: July 2, 2010
TO: July 8 2010

REIMBURSEMENT REQUESTED: \$ 1,041,661.52

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,592,369.36
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: July 13, 2010	\$ (547,858.01)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,041,661.52
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 1,041,661.52

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

All claims over \$25,000 (2 this week totaling \$96,169.08) 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 (\$142,962.39) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$22,892.26.

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.

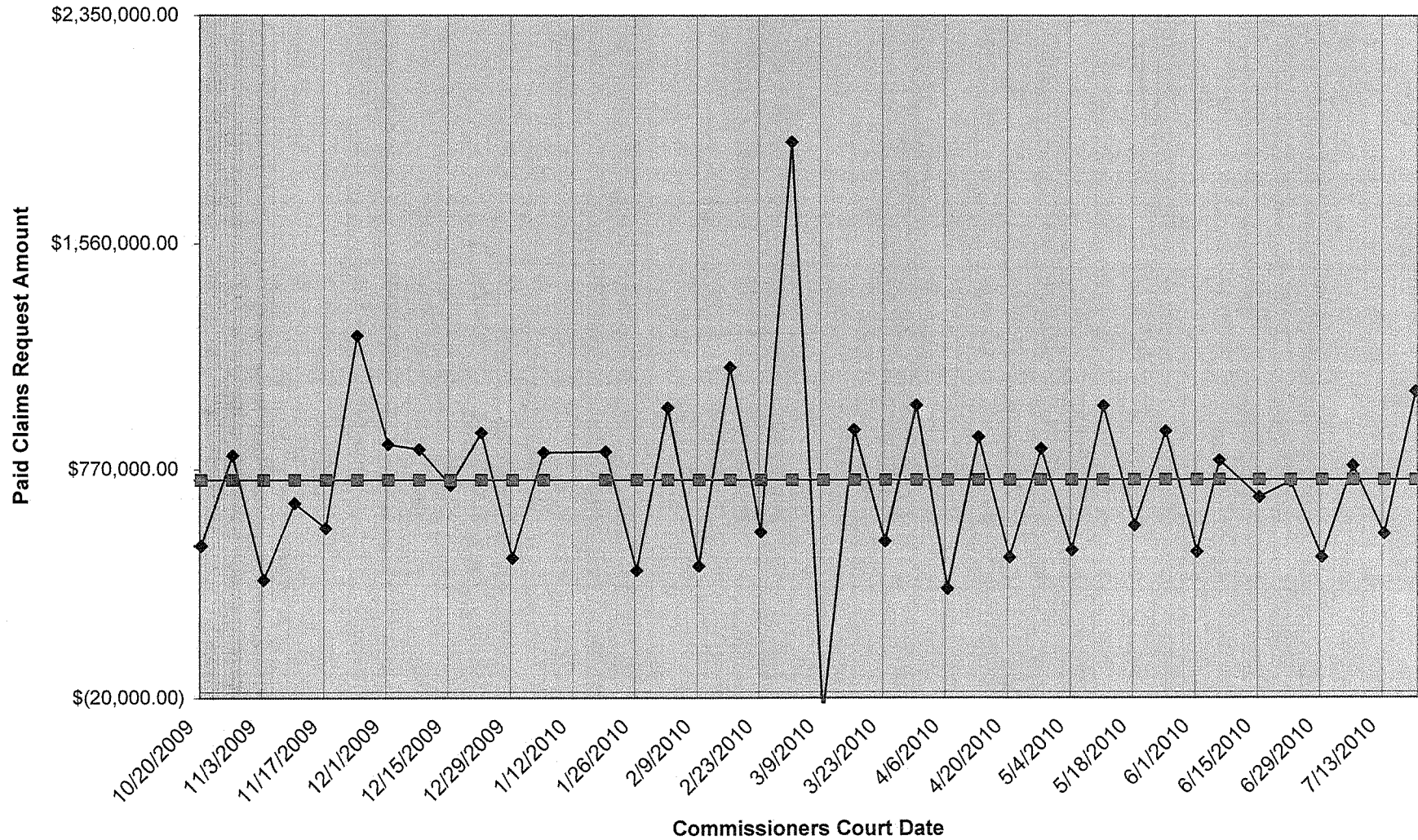
Dan Mansour July 13, 2010
Dan Mansour, Risk Manager Date

Cindy Purinton 7/12/10
Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 7/12/10
Norman McRee, Financial Analyst Date

** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

TRAVIS COUNTY EMPLOYEE BENEFIT PLAN FY10 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$734,980.88



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

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
10/2/09-10/08/09	10/20/2009	\$ 506,983.79	\$ 734,980.88	2	\$ 84,160.90
10/9/09-10/15/09	10/27/2009	\$ 819,076.31	\$ 734,980.88	2	\$ 66,527.80
10/16/09-10/22/09	11/3/2009	\$ 388,581.81	\$ 734,960.88	2	\$ 81,663.47
10/23/09-10/29/09	11/10/2009	\$ 653,822.83	\$ 734,960.88	2	\$ 58,028.60
10/30/09-11/5/09	11/17/2009	\$ 567,206.00	\$ 734,960.88	0	\$ -
11/6/09-11/12/09	11/24/2009	\$ 1,238,417.14	\$ 734,960.88	3	\$ 185,593.04
11/13/09-11/19/09	12/1/2009	\$ 857,273.45	\$ 734,960.88	3	\$ 185,891.08
11/20/09-11/26/09	12/8/2009	\$ 839,621.97	\$ 734,960.88	2	\$ 55,007.00
11/27/09-12/03/09	12/15/2009	\$ 715,804.02	\$ 734,960.88	4	\$ 148,691.08
12/04/09-12/10/09	12/22/2009	\$ 897,384.47	\$ 734,960.88	4	\$ 202,013.76
12/11/09-12/17/09	12/29/2009	\$ 464,771.71	\$ 734,960.88	0	\$ -
12/18/09-12/24/09	1/5/2010	\$ 829,110.94	\$ 734,960.88	1	\$ 28,410.00
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	\$ -
6/25/10-7/1/10	7/13/2010	\$ 547,858.01	\$ 734,960.88	2	\$ 64,045.12
7/2/10-7/8/10	7/20/2010	\$ 1,041,661.52	\$ 734,960.88	2	\$ 96,169.08
	Paid and Budgeted Claims - to date	\$ 29,001,469.62	\$ 29,398,475.20		
	Amount of Difference from Budget		\$ (397,005.58)		
		Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.			

From: <SIFS FAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 7/9/2010 5:41 AM
Subject: UHC BANKING REPTS/C

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2010-07-09
REQUEST AMOUNT: \$1,592,369.36

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: 2010-07-08	\$401,702.46
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,537,015.54
+ CURRENT DAY NET CHARGE:	\$55,353.82
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,592,369.36

ACTIVITY FOR WORK DAY: 2010-07-02

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$401,155.85	\$00.00	\$401,155.85
TOTAL:	\$401,155.85	\$00.00	\$401,155.85

ACTIVITY FOR WORK DAY: 2010-07-06

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$471,986.90	\$00.00	\$471,986.90

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_07_08

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	-202.6	NN	1479981	AA		8	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-202.6	NN	1706604	AA		8	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-207.86	NN	SSN00000	AL		0	6/29/2010	600	7/6/2010	7/8/2010
701254	632	-209.74	NN	1591081	AA		1	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-213.58	NN	1318640	AH		5	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-233.25	NN	SSN00000	AL		0	7/2/2010	600	7/9/2010	7/8/2010
701254	632	-235.29	NN	1323243	AH		7	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-252.99	NN	1634098	AA		5	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-272.8	NN	1001979	AA		1	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-303.76	NN	1262953	AA		7	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-315.83	NN	1436652	AH		7	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-378.49	NN	1330454	AA		1	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-402.26	NN	1262963	AA		8	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-420.2	NN	1743288	AH		9	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-587.8	NN	SSN00000	AL		0	6/29/2010	600	7/6/2010	7/8/2010
701254	632	-600.54	NN	1781080	AA		5	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-710.12	NN	1516226	AH		1	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-882.73	NN	1032680	AH		6	7/8/2010	200	7/6/2010	7/8/2010
701254	632	-8112	NN	SSN00000	AL		0	7/1/2010	600	7/8/2010	7/8/2010

57

1,041,661.52

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 07/08/2010

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

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 7/8/2010

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	106,349.77
	RR	
	526-1145-522.45-29	14,610.00
Total CEPO		\$120,959.77
EPO		
	EE	
	526-1145-522.45-20	332,516.90
	RR	
	526-1145-522.45-21	58,716.23
Total EPO		\$391,233.13
PPO		
	EE	
	526-1145-522.45-25	466,006.76
	RR	
	526-1145-522.45-26	63,461.86
Total PPO		\$529,468.62
Grand Total		\$1,041,661.52

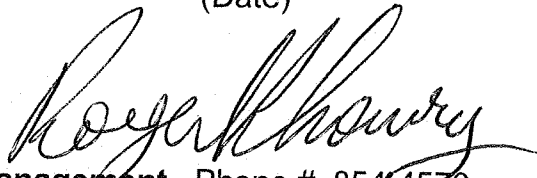
4

Travis County Commissioners Court Agenda Request

Voting Session 7/20/10
(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:

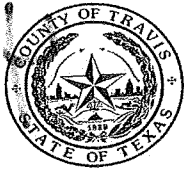
_____ Planning and Budget Office (854-9106)

_____ 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 20, 2010

ITEM # :

DATE: July 9, 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
Co Agricultural Ext Serv	8	Administrative Asst I*	11 / \$32,822.40	11 / \$32,822.40
Constable 4	5	Court Clerk I	13 / Level 3 / \$32,156.80	13 / Level 3 / \$32,156.80
HHS	198	Executive Asst	16 / \$49,920.00 (CC approved 6/15/10)	16 / \$49,920.00 (CC approved 6/15/10)
Juvenile Probation	154	Juvenile Probation Div Dir	25 / Level 5 / \$76,398.40	25 / Level 5 / \$76,398.40
Juvenile Probation	521	Juvenile Case Work Mgr	19 / \$47,500.00	19 / \$47,500.00
Pretrial Services	57	Pretrial Officer I**	15 / Level 1 / \$34,777.60	15 / Level 1 / \$34,777.60
Pretrial Services	63	Pretrial Officer I**	15 / Level 1 / \$34,777.60	15 / Level 1 / \$34,777.60
Sheriff	292	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	309	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	505	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	553	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	556	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	720	Office Specialist Sr	12 / Level 2 / \$29,224.00	12 / Level 2 / \$29,224.00
Sheriff	823	Office Specialist Sr	12 / Midpoint / \$33,777.95	12 / Midpoint / \$33,777.95
Sheriff	882	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1135	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1659	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1783	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1811	Building Maint Worker Sr	11 / Midpoint / \$31,571.49	11 / Midpoint / \$31,571.49
Tax Collector	74	Office Specialist Sr	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
Tax Collector	122	Office Specialist Sr	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00
TNR	327	Comprehensive Planning Mgr	25 / Midpoint / \$86,365.55	25 / Midpoint / \$86,365.55
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
District Atty	20047	Office Specialist	10 / \$11.58	10 / \$11.58	02
HHS	20061	Planner	18 / \$22.26	18 / \$22.26	02
HHS	50014	Interpreter Sign Lang V	25 / \$38.00	25 / \$38.00	05
Juvenile Probation	50135	Juvenile Res Trt Ofcr Asst*	11 / \$12.39	11 / \$12.39	05
Juvenile Public Defender	20002	Attorney I	21 / \$24.36	21 / \$24.36	02
Medical Examiner	20007	Office Specialist	10 / \$13.00	10 / \$13.00	02
TNR	20091	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20092	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20094	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20097	Park Tech I	8 / \$11.00	8 / \$11.00	02
* Regular to Temporary			**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).		

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	1752	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$47,322.91	\$51,307.98	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

THIS SECTION LEFT BLANK INTENTIONALLY.

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Pretrial Services	Slot 63 / Pretrial Officer II / Grd 16 / \$42,244.78	Pretrial Services	Slot 75 / Pretrial Officer II / Grd 16 / \$42,244.78	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
TNR	Slot 571 / Park Maint Worker Sr / Grd 10 / \$34,047.40	TNR	Slot 527 / Park Supv I / Grd 13 / \$36,138.96	Promotion. Pay is at midpoint of pay grade.
* Actual vs Authorized				

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
HHS	276	Office Assistant / 8793	NE	8	Planner / 18449	E	18
Department requests in order to meet departmental needs in support of CDBG grant. Position will be .75 FTE with an end date of 9/30/2011. PBO has confirmed funding available.							

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

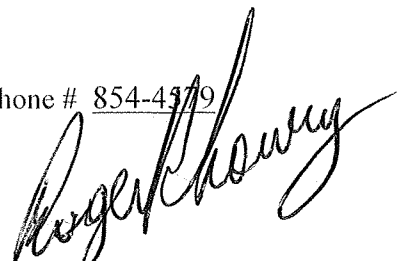
Margaret Gomez, Commissioner, Pct. 4

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

5 ✓

Voting Session: July 20, 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 on approval of a license agreement with T & S Real Property, Ltd., to install a groundwater monitoring well and buried water transfer pipe on County property at 5021 East Cesar Chavez Street.

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

John Hille, Jr., Assistant County Attorney (4-9415)
Sherri Fleming, Executive Manager, HHS (4-4100)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

- _____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure

10 JUL 13 10:10:15
RECEIVED
COUNTY JUDGE'S OFFICE



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: WCZT - General

FILE: 101

TO: Members of the Commissioners Court

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

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

DATE: July 8, 2010

SUBJECT: Request for Property Access – 5021 East Cesar Chavez
Subsurface Assessment and Assist in Remedial Efforts

Proposed Motion:

Consider and take appropriate action on approval of a license agreement with T & S Real Property, Ltd., to install a groundwater monitoring well and buried water transfer pipe on County property at 5021 East Cesar Chavez Street.

Summary and Staff Recommendation:

Facilities Management Department (FMD) received a request from Ranger Environmental Services, Inc., (Ranger) for permission to install a groundwater monitoring well and a water transfer pipe on the lot where the Housing Services Weatherization Building is located. Ranger is under contract to Strasburger Enterprises, Inc., (Strasburger) to perform investigation and corrective remediation of the contamination originating from the 5011 East Cesar Chavez property. The Texas Commission of Environmental Quality is requiring Strasburger to perform these additional investigative activities as part of the on-going corrective action process associated with remediation of the contamination from their property. H. T. Strasburger, President, T & S Real Property, has signed the license agreement covering the terms that the County requires prior to approval of this request. FMD recommends approval of the twenty-four month license agreement granting approval for T & S Real Property and their consultants to install the requested groundwater well and water transfer pipe.

Budgetary and Fiscal Impact:

FY 10 Budget impact: \$1,300 fee paid by T & S Real Property.

Background:

The license agreement as prepared by the Travis County Attorney's Office is at Exhibit One. Included as Exhibit A of the license agreement is the original request from Ranger Environmental Services, Inc., which describes the actions they intend to execute to meet the terms of the corrective actions required of them by TCEQ. The groundwater beneath the Strasburger property was evidently contaminated by fuel/oil tanks that were previously on the property. Ranger is requesting permission to install a groundwater monitoring well at the back of the County lot. This will allow them to monitor the extent of the contamination in the groundwater, and also to monitor the effectiveness of their remediation efforts. Ranger will be installing wells on the Strasburger property, but also needs to install a well on the County property. The well will be in the grassy area to the south of the asphalt parking lot behind the Weatherization Building. The well is anticipated to be approximately 50 feet deep and will take approximately 4 hours to install. The well will have an 8" round and bolted well cover surrounded by a 2' by 2' concrete well pad, and a locking well cap installed at the surface. Ranger will capture and remove all generated waste soils and water samples from the County site. Ranger will also provide the County with copies of all testing results.

Ranger is also requesting permission to install a groundwater (effluent water) pipe across the back of our property. This line will carry the treated groundwater from the Strasburger property to the City of Austin storm water drain, located at the corner of Shady Lane and Red Bluff drive near the southeast corner of the County property. This pipe will be a buried 2" PVC pipe that will remain in place until the site remediation is completed. The buried pipe will then be removed from our property. Installation of the buried pipe is anticipated to take approximately eight hours. The license agreement includes the required insurance certificate naming Travis County as an additional insured. T & S Real Property has also provided the license fee of \$1,300 as specified in the license agreement. FMD concurs with the requested actions and recommends that the Commissioners Court approve the license agreement.

Required Authorizations:

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

Exhibit:

License Agreement

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and T & S Real Property, Ltd. (the "Licensee").

WITNESSETH

WHEREAS, County is the owner of that certain tract or parcel of land having a street address of 5021 East Cesar Chavez and currently serving as the Travis County Housing Services Weatherization Building (the "County Property"); and

WHEREAS, Licensee desires to enter upon the County Property for the sole and limited purpose of installing a groundwater monitoring well and a water transfer pipe in connection with ongoing corrective remediation work mandated by the Texas Commission on Environmental Quality and currently being performed by Licensee's contractor on a tract adjacent to the County Property; and

WHEREAS, County desires to allow Licensee to enter upon and use the County Property for such limited and temporary purpose;

WHEREAS, Licensee intends to fully cooperate to minimize all impacts upon the County Property during Licensee's use of the County Property and to restore the County Property to its original condition after Licensee has completed its installation and monitoring work.

NOW, THEREFORE, the County and the Licensee, in consideration of the above-stated premises and other good and valuable consideration, agree as follows:

I. GRANT OF LICENSE

1.1 Subject to the terms and conditions set forth herein, County hereby grants a temporary, revocable license (the "License") to Licensee and its employees, agents, and contractors to enter and use those areas (collectively, the "Licensed Area") shown on the attachments to the Ranger Environmental Services Request

Letter dated May 18, 2010 (the "Request Letter"), attached hereto as **Exhibit A** and made a part hereof for all purposes. The License is granted for the purpose of installing a groundwater monitoring well and a water transfer pipe in connection with ongoing remediation work mandated by the Texas Commission on Environmental Quality and currently being performed by Licensee on a tract adjacent to the County Property (the "Project").

1.2 The License includes the right to perform only those Project activities and operations described in the Request Letter, and in strict accordance with all specifications and representations included therein. Substantive modifications to the scope or type of activities described in the Request Letter will require the prior written approval of the Travis County Commissioners Court.

II. PROJECT PLANS/SCHEDULE/LICENSE TERM

2.1 Licensee has furnished County with a copy of the Site Map, Well Construction Diagram and Trench View Diagram pertaining to the proposed Project, all of which are included at attachments to the Request Letter. If requested by the Director of the Travis County Facilities Management Department (the "FMD Director"), Licensee shall meet with the FMD Director, or his designated representatives, to discuss any changes to the Project scope or to provide any additional information the FMD Director deems necessary prior to commencement of the Project work.

2.2 The Project schedule shall be as described in the Request Letter. The term of License (the "License Term") shall commence upon the Effective Date and shall terminate twenty-four (24) months thereafter; provided, however, the FMD Director shall have authority to grant up to four (4) one-month extensions to the License Term should Licensee provide satisfactory evidence to the Director of the need for such extension(s).

III. DESCRIPTION OF MONITORING WELL AND WATER TRANSFER PIPE

3.1 Monitoring Well. Licensee will install a groundwater monitoring well in the Licensed Area. The well is anticipated to be approximately 50 feet deep and will take approximately 4 hours to install, following approximately 4 weeks required to complete the field portion of the proposed well installation. The well will have an 8-inch round and bolted well cover surrounded by a 2 foot by 2 foot concrete well pad, and a locking well cap installed at the surface. Licensee will capture and remove all generated waste soils and water samples from the Licensed Area and from the County Property.

3.2 Water Transfer Pipe. Licensee will install a 2-inch diameter PVC pipe for effluent water discharge. The pipe will be buried approximately 6 inches deep in

an approximately 6-inch-wide trench. Installation will take approximately 8 hours; however, Licensee anticipates several months will be required to complete the field portion of the proposed effluent pipe installation.

IV. CONSIDERATION

4.1 In consideration for the License grant, Licensee agrees to do the following:

A. Pay to County the sum of THIRTEEN HUNDRED DOLLARS AND NO/100 (\$1,300.00).

B. Provide County with copies of all testing reports.

C. Pay all costs and expenses incurred in connection with the Project, including all costs associated with the effluent water pipe installation, permitting and sampling. In connection with Licensee's payment obligations, Licensee acknowledges and agrees that County will not be liable for any costs incurred in connection with the licensed activities or the License granted hereunder.

D. Perform the Project work in strict compliance with the specifications and representations included in the Request Letter, including all required generated soil removal, clean-up, and restoration activities described in the Request Letter.

E. To make no structural changes to the County Property other than as described in the Request Letter, and to leave the County Property in substantially the same condition that existed prior to commencement of the licensed activities.

F. To be solely responsible for any damage to or relocation of existing facilities required by the installation of the monitoring well or water transfer pipe, and for all maintenance and repair of these facilities. This obligation shall survive the termination of the License. After well and pipe installation is completed, Licensee shall restore all existing underground utilities that are temporarily removed or disturbed by construction. These underground utilities may include: (a) potable water distribution lines, (b) sanitary sewer collection lines, (c) drainage culverts, (c) underground electric power lines, and (d) underground telephones lines. Licensee shall provide the County information on the location of each underground utility disturbed or restored by the Licensee, including global positioning system ("GPS") coordinates for each such utility.

G. Licensee shall save and protect all trees that are located either in the Licensed Area or within 20 feet of the Licensed Area in accordance with the

most current version of the Travis County Tree Preservation Plan. All trees designated to be saved shall be protected with fencing specified by County to prevent damage from installation activities and root zone compaction. Licensee shall maintain the tree fencing until installation is completed and shall perform all work in a manner that will not damage trees or areas to be preserved. In disposing of any trees which are deemed by the FMD Director to be infected with oak wilt, the Licensee shall use acceptable methods to prevent the spread of the disease to adjacent areas. Licensee must submit to the FMD Director information on the locations and type of trees proposed to be replanted and must obtain approval from the FMD Director prior to replanting.

H. Licensee shall reimburse County for all reasonable costs incurred by County in replacing or repairing any property of County or of others that is damaged or destroyed as a result of activities under this Agreement by or on behalf of Licensee. County shall invoice Licensee for the costs so incurred, and Licensee shall remit payment to County within thirty (30) days of receipt of invoice.

V. COMPLIANCE WITH REGULATIONS AND PERMITS/CONTROL OF TRAVIS COUNTY

5.1 Licensee agrees that all installation and construction activities permitted by this Agreement shall be done in compliance with all applicable County, State and/or Federal policies, traffic, building, health and safety ordinances, laws, and regulations. In addition, Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, TCEQ or other governmental entities.

5.2 Licensee and its agents shall at all times follow any Travis County rules, restrictions or regulations provided to Licensee that govern activities or operations on the County Property. Any disregard of such rules, restrictions or regulations shall be grounds for immediate revocation of the License by Travis County, or its designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. SAFETY

6.1 Licensee shall assume full responsibility for the safety of any employee or agent of Licensee who enters the Licensed Area for the purposes of installing, constructing, operating, monitoring or maintaining the monitoring well or water transfer pipe.

VII. ASSUMPTION OF RESPONSIBILITY

7.1 Licensee assumes full responsibility for any injuries, claims, losses, or damages to the extent they result from Licensee's installation, construction, monitoring, maintenance, or operation of the monitoring well or water transfer pipe.

VIII. INDEMNIFICATION/DISCHARGE OF HAZARDOUS MATERIALS/INSURANCE

8.1 TO THE EXTENT ALLOWED BY LAW, LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO, OR INJURY TO OR DEATH OF, ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PROPERTY.

8.2 Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) health, welfare, or safety of persons, whether located on the County Property or elsewhere, or (ii) the condition, use or enjoyment of the building or any other real or personal property. Licensee shall immediately notify County of any release of any hazardous material on or near the County Property whether or not such release is in a quantity that would otherwise be reportable to a public agency and shall also comply with the notification requirements of any applicable state, local, or federal law or regulation.

8.3 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO

OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of County. If such consent is granted, it shall then be the duty of Licensee, its successors and assigns, to give prompt written notice to County of any assignment or transfer of any of Licensee's rights in this Agreement, giving the name, date, address, and contact person for the assignee.

XI. NON-WAIVER AND RESERVATION OF RIGHTS

11.1 No act or omission by County may constitute or be construed as a waiver of any breach or default of Licensee that then exists or may subsequently exist. The failure of County to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

11.2 All rights of County under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of County hereunder. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS LICENSE SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as

described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. SEVERABILITY

14.1 This Agreement shall be governed by the laws of the State of Texas. In case one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision of the Agreement had never been included in this Agreement.

XV. NOTICES

15.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: H. T. Strasburger
President
T & S, Inc.,
General Partner of T & S Real Property, Ltd.
P.O. Box 6117
Temple, TX 76503
(254) 778-3547 (office)
(254) 742-0063 (fax)

with copy to: Todd Standlee, CAPM
Project Manager
Ranger Environmental Services, Inc.
P.O. Box 201179
Austin, TX 78720
(512) 335-1785

If to County: Honorable Samuel T. Biscoe (or successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

and:

Roger A. El Khoury, M.S., P.E. (or successor)
Director
Travis County Facilities Management Department
P.O. Box 1748
Austin, Texas 78767

XV. ENTIRETY OF AGREEMENT

15.1 This Agreement represents the sole, entire, and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below (the "Effective Date").

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE: STRASBURGER ENTERPRISES, INC.

By: H. T. Strasburger
H. T. Strasburger
President, T & S, Inc.,
Acting as General Partner of T & S Real Property, Ltd.

Date: 7/7/2010

EXHIBIT A
Request Letter



May 18, 2010

Mr. Roger El Khoury
Facilities Management Director
Travis County
P.O. Box 1748
Austin, Texas 78767-1748

RE: Request for Property Access to Perform Subsurface Assessment and Assist
in Remedial Efforts
Travis County Housing Services Property
5021 East Cesar Chavez Street
Austin, Texas 78703

Dear Mr. El Khoury:

Ranger Environmental Services, Inc. (Ranger) has been retained by Strasburger Enterprises, Inc. (Strasburger) in order to undertake Texas Commission on Environmental Quality (TCEQ) required investigative activities as part of the ongoing corrective action process associated with the Strasburger #167 Property. The Strasburger #167 Property is located west of your property at 5011 East Cesar Chavez. The purpose of this letter is to request access to your property to install and sample one groundwater monitoring well and to install a buried effluent water transfer pipe for a remediation system.

Task 1 – Monitor Well Installation

The presence of hydrocarbons has been documented in the soil and groundwater beneath the surface of the ground at the Strasburger #167 Property. As part of the corrective action process, the State of Texas, TCEQ requires that the aerial extent of hydrocarbon impacted soil and groundwater be defined. In order to do this, it is necessary that one groundwater monitoring well be placed on your property to allow for soil and/or water testing. We are somewhat flexible as to the exact location of this well, as well as, when this well can be installed. Prior to drilling, a utility one-call will be performed. In addition, we will meet with any of your representatives to ensure that no utility lines are endangered by the drilling operation. It should be

State of Texas Engineering Firm # F-6160
Texas Board of Professional Geoscientists #50140

noted, access to the drilling area will be corded off with safety cones and/or warning tape. Ranger and the subcontracted drilling firm will be working under a site specific health and safety plan with the field work being overseen by a hazardous waste operations emergency response supervisor.

The monitor wells previously installed on the Strasburger #167 Property is 50 feet in depth and is constructed of two-inch diameter PVC pipe. The well is completed flush to the ground with a metal bolt down man-way cover to allow both pedestrian and vehicular crossings. The well to be installed on your property would be completed in a similar manner so as not to disrupt your normal operations. Upon completion of the well installation process, all soils generated during the drilling process would be removed from your property, and the area surrounding the well would be swept to remove any remaining loose soil. The entire monitoring well installation process generally takes approximately 4 hours (barring no unforeseen issues). It should be noted, all costs for the installation and testing of the monitoring well will be borne by Strasburger. In addition, all testing reports, as well as construction diagrams/documents, on the well to be installed will also be provided to you.

Upon your authorization, Ranger will initiate a limited site assessment under the following guidelines:

- Samples and selected cores will be described by a Ranger hydrogeologist or engineer on the basis of lithology, color, texture, and visual and olfactory determination of petroleum hydrocarbons.
- During boring installation, soil samples will be screened with an organic vapor monitor for the presence and concentration of volatile organic vapors. Additionally, Ranger personnel will utilize an explosimeter to monitor for explosive levels of hydrocarbons in select soil samples.
- In order to verify the current soil contaminant concentrations, three soil samples will be collected from the soil boring for laboratory analysis. The select soil samples will be analyzed for BTEX/MTBE compounds using EPA Method 8260 and TPH by EPA Method (TCEQ 1005). Additionally, the soil sample, if it exhibits the maximum TPH concentration (TPH > C12-C28), will also be analyzed for polynuclear aromatic hydrocarbons (PAH).
- The soil samples for chemical analysis are anticipated to be collected from the following intervals:
 - 1) The zone of greatest contamination based on field screening results,

Property Access

May 18, 2010

Page No. 3

2) The zone immediately above the saturated zone, and
However, specific site conditions may alter the specific sampling depths.

- All soil cuttings generated during the drilling process will be containerized in 55 gallon drums. The drums will be labeled with source and date information and stored on site. The analytical data obtained during the drilling/sampling process will be utilized in the characterization of the soils for the determination of disposal options.
- Upon encountering groundwater, the soil boring will be converted to a 2" diameter groundwater monitor well. Completion details for the monitor well are as follows:
- 2-inch diameter schedule 40 PVC well pipe assembly;
- Approximately 27.5 feet of well screen consisting of 0.010-inch machine-slotted openings with threaded/flush joint assembly with a sufficient length of riser pipe to reach the surface;
- Graded silica sand placed in the annular space between the borehole and the casing from the bottom of the hole to a minimum of one foot above the screened interval;
- 1 to 2 feet of hydrated bentonite pellets placed above the sand pack;
- Portland cement and powdered bentonite grout mixture placed from the top of the bentonite pack to the surface;
- well surface completion finished slightly above grade with an 8-inch round and bolted well cover; and a locking well cap.
- Upon completion of the well installation process, the newly installed monitor well will be developed by removing a minimum of three resident well water volumes or until the fluid is clear of fine-grained sediments. The removed groundwater will be containerized in a new 55-gallon drum and stored on site until the water can be characterized for proper disposal.
- Please see the Site Map for the proposed monitor well location.

Property Access

May 18, 2010

Page No. 4

Task 2 – Installation of Piping for Effluent Water Discharge

Ranger is in the process of installing a dual phase remediation system on the Strasburger #167 Property. The remediation system will treat groundwater and soil contamination. Ranger is proposing to discharge the recovered and treated groundwater (effluent water) into the City of Austin (City) storm water drain, located at the corner of Shady Lane and Red Bluff Drive and near the southeast corner of your property.

The effluent water will be treated with an oil/water separator, air stripper tower, granulated activated carbon vessels, and a series of in-line bag filters, prior to discharging to the storm water drain. A Texas Pollution Discharge Elimination Permit (TPDES) TXG830000 permit is required with the TCEQ along with a separate City permit. This effluent water is essentially "clean" water approved for this type of discharge permit.

The City requires the effluent water enter the storm water drain directly from a pipe. Therefore, Ranger proposes to install a 2-inch diameter PVC pipe along the southern fence-line of the Strasburger #167 Property and continuing east onto the Travis County Housing Services Property. The PVC pipe would be buried approximately six-inches deep in an approximately six-inch wide trench. The pipe would be installed for approximately 200 linear feet along your property. At the City's storm water drain, located behind the curb at the corner of Shady Lane and Red Bluff Drive, the PVC pipe would turn south and terminate. The effluent water would discharge inside the storm water drain concrete structure and no visible PVC piping would be exposed on your property. The PVC line would remain underground until it is no longer needed for site remediation efforts. Once site remediation activities have commenced, the PVC line would be removed from the subsurface and the City storm water drain concrete structure would be properly plugged. The installation process would take approximately 8 hours. Again, all costs associated with the effluent water pipe installation, permitting, and sampling would be borne by Strasburger. Please see the attached map for proposed location details.

SCHEDULE

Ranger is prepared to begin the project upon receipt of Travis County authorization. Taking into consideration drilling rig contractor availability and the need for additional

Property Access

May 18, 2010

Page No. 5

off-site access, Ranger anticipates approximately four weeks will be required to complete the field portion of the proposed monitor well installation. Taking into consideration the City Site Plan approval process, Ranger anticipates several months will be required to complete the field portion of the proposed effluent water piping installation. This schedule could be expedited should certain factors be eliminated.

ASSUMPTIONS

This proposal is based upon the following assumptions:

- Ranger will have access to the property during normal business hours.
- Groundwater is encountered during the course of the field activities.
- Hollow stem augur drilling techniques will be utilized during the performance of field activities. Drilling depths will not exceed 50 feet. In addition, it is anticipated that groundwater will be encountered at approximately 40 feet below ground surface.
- No unusual site conditions are encountered during the investigation that would be cause for further action. Examples of such conditions are inclement weather, physical barriers to drilling (trees, mud, etc.), the existence of unforeseen utility conduits, rig mechanical breakdowns, etc. In the event that any utility lines are located or damaged during the course of the field activities, the cost of repair, surface replacement, or potential relocation is beyond the scope of this proposal. It should be noted, because Ranger has no working knowledge of any subsurface piping/tank/utility line locations at the site, Ranger disclaims any responsibility for any damages which may occur as a result of field activities. However, as an attempt to ensure that appropriate precautionary measures are undertaken to safeguard against any unforeseen encounters of this nature, Ranger personnel will meet with you or your representative prior to initiating field activities to discuss and modify, if necessary, proposed boring locations. It should be noted, during the course of the field activities, should any utility lines be damaged, the cost of repair, surface replacement, or potential relocation would be beyond the scope of this proposal and is the responsibility of Strasburger Enterprises, Inc.

Property Access

May 18, 2010

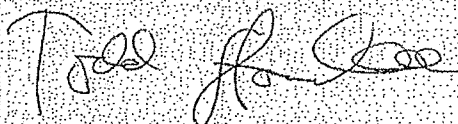
Page No. 6

- In the event that petroleum hydrocarbons in the subsurface cover an area larger than can be delineated by the proposed boring, additional soil borings/monitor wells may need to be installed. These extra services would be considered out of scope and may affect the project schedule. Based upon field observations made during the drilling operations, the drilling depths and/or sample intervals may be amended to further characterize site specific lithology, hydrogeologic conditions, and/or subsurface contaminant conditions.
- It is possible that other monitor wells may be required to be installed by the TCEQ.
- Ranger is working on behalf of Strasburger Enterprises, Inc. and at the direction of the TCEQ. Strasburger Enterprises, Inc. is the responsible party.

Should you have any questions regarding this letter, please feel free to contact me at 512/335-1785 ext. 29.

Sincerely,

RANGER ENVIRONMENTAL SERVICES, INC.



Todd Standlee, CAPM
Project Manager

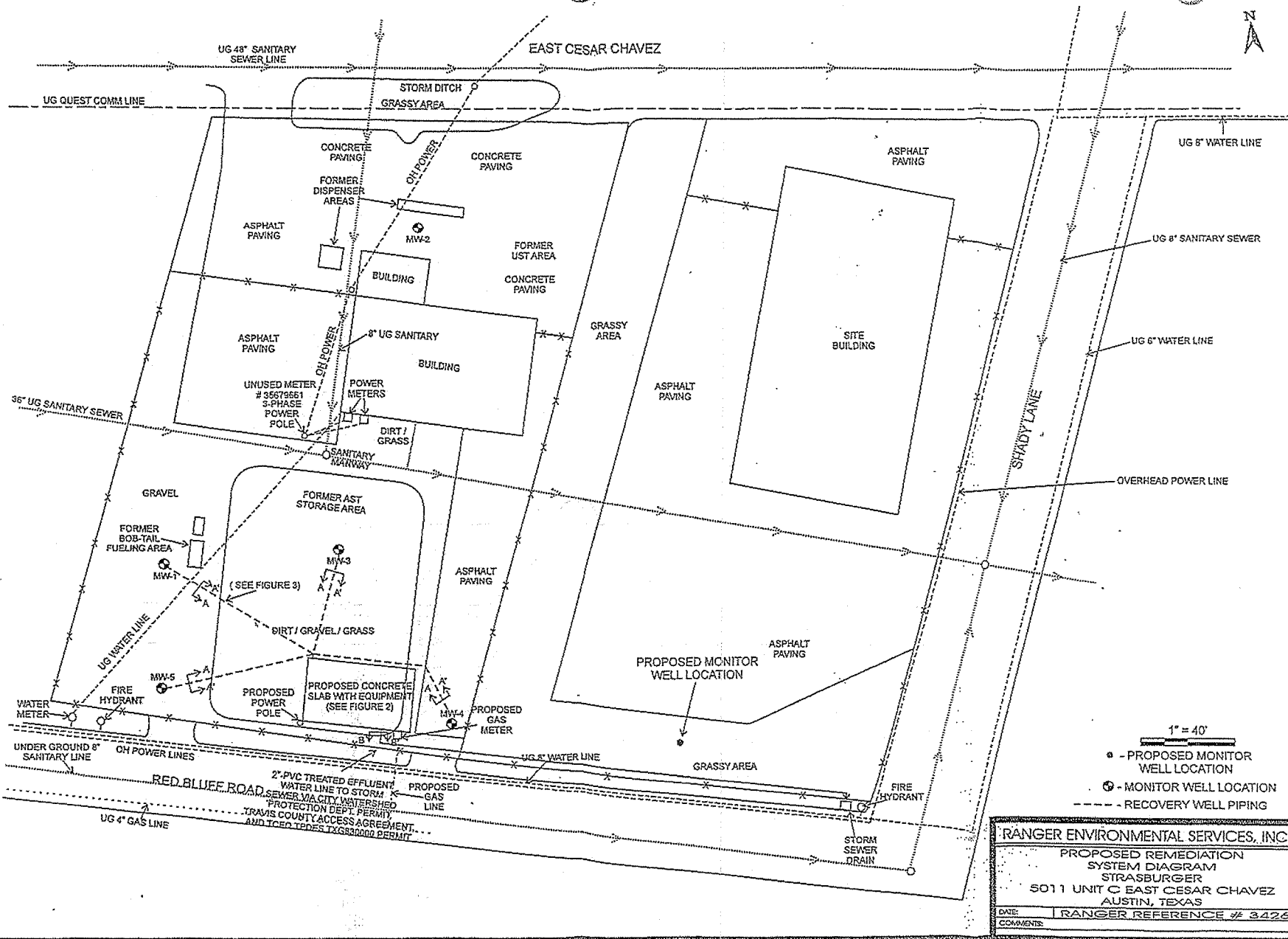
TBS/dea

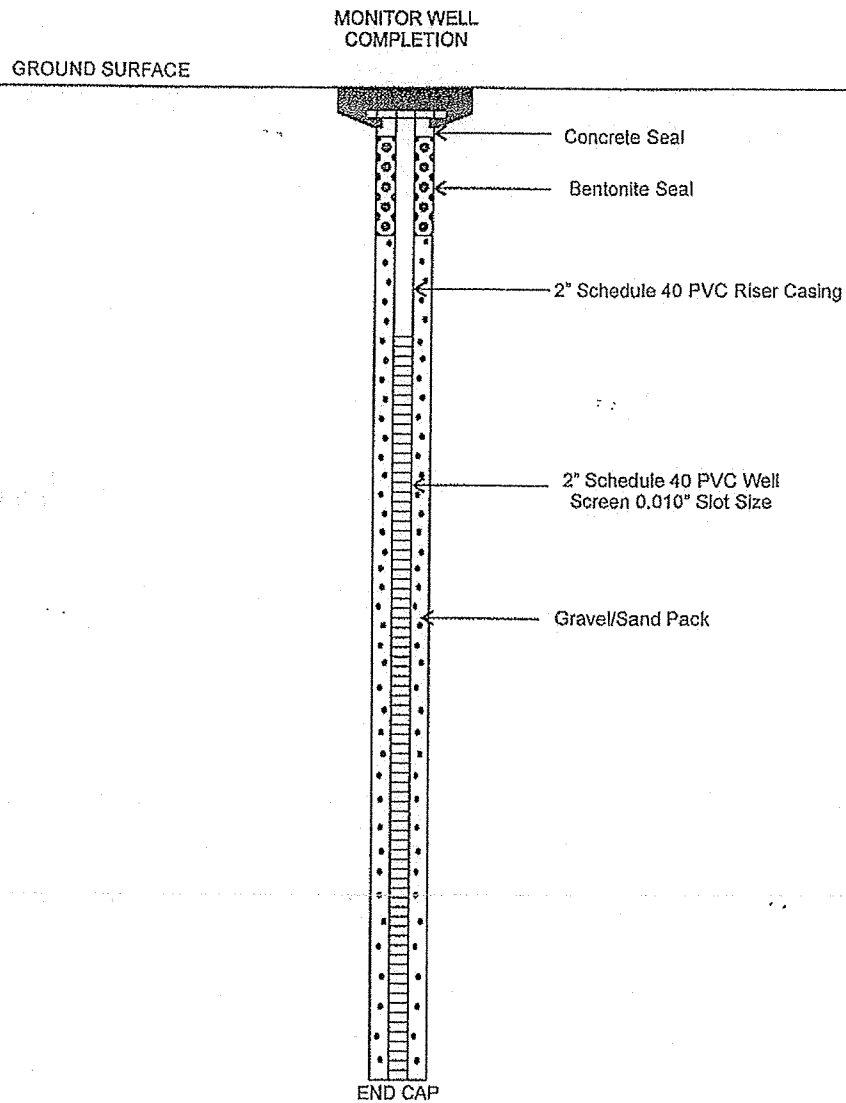
Attachments – Site Map

Typical Well Construction Diagram

Typical Trench View Diagram

CC: Ms. Twila Coley- Strasburger Enterprises, Inc.
Mr. John Carr – Travis County, Maintenance Division Manager



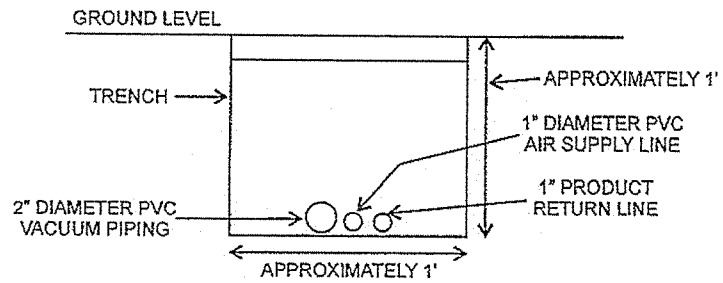


NOT TO SCALE

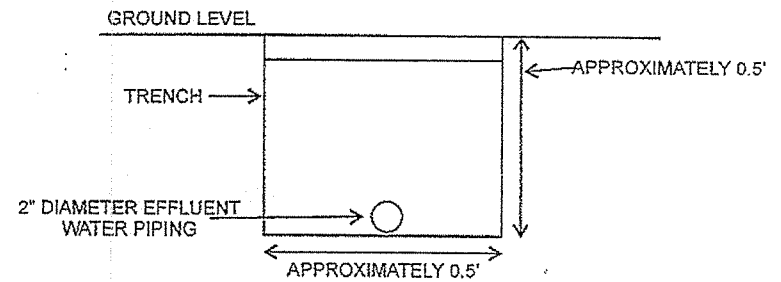
RANGER ENVIRONMENTAL SERVICES, INC.

TYPICAL WELL CONSTRUCTION DIAGRAM
STRASBURGER #167
5011 UNIT C EAST CESAR CHAVEZ
AUSTIN, TEXAS

DATE: _____ RANGER REFERENCE # 3426
COMMENTS: _____



TYPICAL TRENCH
VIEW A-A'



TYPICAL TRENCH
VIEW B-B'

RANGER ENVIRONMENTAL SERVICES, INC.

FIGURE 3
TYPICAL TRENCH VIEWS
STRASBURGER,
5011 UNIT C EAST CESAR CHAVEZ
AUSTIN, TEXAS

DATE: _____ RANGER REFERENCE # 3426
COMMENTS: _____

EXHIBIT B

INSURANCE CERTIFICATE OF LICENSEE

(to be attached)

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
07/08/2010

PRODUCER 512.338.1191 FAX 512.338.1196
 Whorton Insurance Services
 11200 Jollyville Rd.
 Austin, TX 78759
 Joy Bray

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Ranger Environmental Services, Inc.
 P.O. Box 201179
 Austin, TX 78720

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: United Fire Lloyds

INSURER B: United Fire & Indemnity Co.

INSURER C: Service Lloyds

INSURER D: Endurance American Specialty

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	85307877	05/01/2010	05/01/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY	12304416	05/01/2010	05/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO				
	<input type="checkbox"/>	ALL OWNED AUTOS				
	<input type="checkbox"/>	SCHEDULED AUTOS				
	<input checked="" type="checkbox"/>	HIRED AUTOS				
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				
		GARAGE LIABILITY				
	<input type="checkbox"/>	ANY AUTO				
	<input type="checkbox"/>					
A		EXCESS/UMBRELLA LIABILITY	85307877	05/01/2010	05/01/2011	AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
	<input type="checkbox"/>	DEDUCTIBLE				EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/>	RETENTION \$ 10,000				AGGREGATE \$ 2,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SRZ15030-10	05/01/2010	05/01/2011	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D		OTHER Professional Liability	TBD	05/01/2010	05/01/2011	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						\$1,000,000 Each Claim
						\$2,000,000 Aggregate
						\$10,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as an Additional Insured on the General Liability policy as required by written contract.

CERTIFICATE HOLDER

Travis County Facilities Management Dept
 PO Box 1748
 Austin, TX 78767

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jim Whorton/JJB

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

1811

T & S REAL PROPERTY LTD.

P.O. BOX 6117
TEMPLE, TX 76503

88-534/1119

DATE 7/8/10

PAY
TO THE
ORDER OF

Travis County

\$ 1,300.00

One thousand three hundred & 00/100

DOLLARS  Security Features
Indicated
Details on Back



9502 W. ADAMS
TEMPLE, TX 76502

2

FOR

temp license at 5021 East Cesar Chavez

Je Kullig
Michelle Williams

⑈001811⑈ ⑆111905340⑆ ⑈1340314⑈

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6

Travis County Commissioners Court Agenda Request

Voting Session 07/20/2010

Roger El Khoury

- I. A. Request made by: Roger El Khoury, M.S., P.E. Director, FMD Phone 854-9372
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested:

Consider and take appropriate action on revisions to the following chapters of the Travis County Code regarding Human Resources Management policies:

- A. Chapter 9—Human Resources Policies and Procedures for County employees who work for Commissioners Court
- B. Chapter 15—Drug and Alcohol Policy

by: _____
Signature of Commissioner or Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of 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:

Sherri Fleming, Executive Mgr, HHS (4-4100)
Rodney Rhoades, Executive Mgr, PBO (4-9106)
Roger Jeffries, Executive Mgr, Justice & Public Safety (4-4759)
Joe Gieselman, Executive Mgr, TNR (4-9383)
Danny Hobby, Executive Mgr, EMS (4-9367)
Susan Spataro, County Auditor (4-9125)
Cyd Grimes, Purchasing Agent (4-9700)

- III. Required Authorizations: Please check if applicable:

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

10 JUL 13 PM 1:00

RECEIVED
COUNTY CLERK'S OFFICE
3014 JO S.30600 X 11000



Updated July 16, 2010, 10:48 a.m.

Human Resources Management Department

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

VOTING SESSION July 20, 2010

ITEM # _____

BACKUP MEMORANDUM

DATE: July 12, 2010
TO: Members of the Commissioners Court
VIA: Roger A. El Khoury, M.S., P.E., Director, Facilities Management
FROM: Tracey Calloway, Interim HR Director
SUBJECT: Revisions to Chapter 9 & Chapter 15 of the Travis County Code

Proposed Motion

Review and approve revisions to the following chapters of the Travis County Code regarding Human Resources Management Policies:

- A. Chapter 9--Human Resources Policies and Procedures for County Employees Who Work for Commissioners Court
- B. Chapter 15--Drug and Alcohol Policy

Background

Chapter 9 Human Resources Policies and Procedures for County Employees Who Work for Commissioners Court covers employment policies and procedures related to employment at will, discrimination/harassment, AIDS in the workplace, drug and alcohol abuse, employee relations, the grievance system, performance evaluation, reduction-in-force, and general interpretive provisions.

Chapter 15 includes policies and guidelines for a drug and alcohol free work environment and for employees who are required to hold commercial driver's license (CDL) to perform their jobs, or their positions are covered by the Federal Aviation Administration (FAA) regulations.

Both chapters should reflect recent developments related to harassment, discrimination and retaliation as well as conform to the latest regulations related to drug and alcohol and holders of Commercial Drivers' Licenses. In addition to these changes, format, grammar and usage have also been address. An overview of the revisions to each chapter is attached.

ATTACHMENT
Overview of Changes to Chapter 9 and Chapter 15 of the
Travis County Code

Modifications to Chapter 9--Human Resources Policies and Procedures for County Employees Who Work for Commissioners Court include:

- Removing of relevant subchapters and incorporating them in related area of Chapter 15 for centralization of information
- Removal of AIDS policy due to coverage under existing American Disabilities Act policies
- Updating of protected classes and creating a more robust discrimination policy with emphasis on retaliation and updated protected classes
- Incorporating cell phone use to align better with Chapter 39 and clarification of corrective action for unsafe usage
- Providing numerous avenues for individuals to report claims of sexual harassment which may also include reporting to members of the Commissioner's Court
- Modifying the layout of the information for ease of use.
- Clarification of at-will and just-cause to be reflective of current organizational structure

Modifications to Chapter 15 Drug and Alcohol Policy include:

- Incorporating portions of other chapters in this chapter to better centralize information
- Conforming closer to Department of Labor regulations and Federal Aviation Administration regulations
- Better defining presence and use of alcohol in the workplace
- Modifying the layout of the information for ease of use.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

8 ✓

Roger A. El Khoury

Voting Session: July 20, 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 changes to the Exposition Center rate schedule for tables, chairs and picnic tables.

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

- _____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

10 JUL 13 PM 3:04

RECEIVED
COUNTY JUDGE'S OFFICE



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No: EXPO-XX-09X-1X

File: 101

TO: The Commissioners Court

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

DATE: July 13, 2010

SUBJECT: Exposition Center – Revised Rate Schedule

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

Proposed Motion:

Consider and take appropriate action regarding changes to the Exposition Center rate schedule for tables, chairs and picnic tables.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of the following changes to the rate schedule for equipment rentals for events held at the Exposition Center.

<u>Item</u>	<u>Proposed Rate</u>	<u>Current Rate</u>
Table Rental	\$6.00 per event	\$6.00 per day
Chair Rental	\$1.50 per event	\$1.50 per day
Picnic Table Rental	\$10.00 per event	None

The proposed rates are required to improve the revenues for the Exposition Center. The current rental rates for tables and chairs are set at a per day rate, FMD recommends that the rate be revised to a per event rate. This change will result in the Exposition Center rate schedule being in line with the market. Currently the per day rate results in the Exposition Center being over market for multiple day events, which leads to promoters going to other providers for tables and chairs. The third item is for rental of picnic tables for events. At this time, the Exposition Center does not have an established rate for providing these tables for events. FMD recommends a \$10 per event rate. The proposed rental rates for tables and chairs would not apply for rental of the Skyline Club, as tables and chairs are included in the Skyline Club rental fee. Therefore, FMD recommends approval of the proposed rates for the rental tables, chairs and picnic tables.

Budgetary and Fiscal Impact:

Proposed rate changes are anticipated to result in improved revenues for Exposition Center.

Background:

For most events that are booked for 2 to 3 days at the Exposition Center, many of the promoters are renting tables and chairs from outside sources. This results in the Exposition Center tables and chairs not being used. For example, for a 2-day event needing 50 tables, the Exposition Center cost for the promoter would be $(\$6.00 \text{ per day}) \times (2 \text{ days}) \times (50 \text{ tables}) = \600 . The promoter can rent 50 tables from an outside provider for a 2-day event for \$300. Therefore, the Exposition Center loses the rental revenue and our tables remain unused. However, if we rent our tables per event, then we could make \$300 for table rental on the 2-day event.

Required Authorizations:

Budget: N/A

County Attorney: N/A

Purchasing: N/A

9

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: JULY 20, 2010

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES
Phone #: 854-4416

(Elected Official/Appointed Official/Executive Manager/County Attorney)

- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION TO RATIFY A REQUEST TO TEXAS MILITARY FORCES FOR RENEWAL OF A MEMORANDUM OF AGREEMENT FOR ONE ADDITIONAL TERM TO ALLOW A SECURE LANDING ZONE AT CAMP MABRY FOR STAR FLIGHT AIRCRAFT DURING RESCUE OPERATIONS.

- C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

_____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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

EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER

P. O. Box 1748

AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786



*Emergency Management
Pete Baldwin, Emergency
Mgmt. Coordinator*

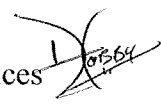
*Interim Fire Marshal
Hershel Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program
Manager*

MEMORANDUM

To: Travis County Commissioners Court

From: Danny Hobby, Executive Manager, Emergency Services 

Date: July 13, 2010

Subject: Court Ratification of Written Request to Texas Military Forces

Please find attached a written request signed by Judge Biscoe on July 13, 2010 to Texas Military Forces requesting a renewal for one additional term of a Memorandum of Agreement (see attached Agreement) signed last year allowing a secure landing zone at Camp Mabry for STAR Flight aircraft during rescue operations. It was brought to my attention the Agreement states a written notice to renew one additional year must be provided with a minimum of thirty days prior to the termination date of the Agreement. July 13, 2010 was the last day to fulfill this requirement, so I requested the Judge to sign a letter to meet this deadline.

Thank you for your consideration in this matter.



SAMUEL T. BISCOE

COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. BOX 1748 ROOM 520
AUSTIN, TEXAS 78767
(512) 854-9555

July 13, 2010

Texas Military Forces
2200 West 35th Street
Austin, Texas 78730-5218

To Whom It May Concern:

Per Section 13, EFFECTIVE DATE, in "Memorandum of Agreement between Travis County, 314 W. 11th Street, Austin, Texas 78701 and Texas Military Forces, 2200 West 35th Street, Austin, Texas 78730-5218", Travis County is requesting by written notice a renewal for one additional term, commencing on August 14, 2010 and terminating at midnight, August 13, 2011.

This Agreement grants permission for STAR Flight Emergency Medical/Rescue Helicopters to land at a secure landing zone at Camp Mabry for the purpose of transferring a victim from the rescue hoist to the interior of the aircraft for transport to the nearest appropriate medical facility. This Agreement is primarily for utilization of the parade field located at Camp Mabry as a designated landing zone for both day and night rescues that occurs at Mount Bonnell.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Samuel T. Biscoe".

Samuel T. Biscoe

**MEMORANDUM OF AGREEMENT
BETWEEN
Travis County, 314 W. 11th Street, Austin, Texas 78701
AND
Texas Military Forces, 2200 West 35th Street, Austin Texas 78730-5218**

1. PURPOSE:

The purpose of this Memorandum of Agreement (MOA) is to establish a mutual agreement between Travis County and Texas Military Forces granting permission for *STAR Flight* Emergency Medical/Rescue Helicopters to land at a secure landing zone at Camp Mabry for the purpose of transferring a victim from the rescue hoist to the interior of the aircraft for transport to the nearest appropriate medical facility. This agreement is primarily for utilization of the parade field located at Camp Mabry as a designated landing zone for both day and night rescues that occurs at Mount Bonnell.

2. AUTHORITY:

As granted by Texas Military Forces.

3. BACKGROUND:

Every year *STAR Flight* conducts several rescue operations at Mt. Bonnell. Prior to our current method of rescue utilizing a rescue hoist, we used the "short haul" method which allowed for vertical descent and placement of the victim and rescuer to the road at Mt. Bonnell. We now use a "dynamic hoist" rescue method which terminates with a 7 meter delivery which means the aircraft is moving forward during the descent and not descending vertically from a stationary hover. Mt. Bonnell Road is not a preferable location for this type of delivery method and has actually become so congested with traffic that it's not safe to complete the 7 meter delivery at that location.

STAR Flight has extensively searched the area for a logical, safe locality to complete the rescue phase and determined that Camp Mabry is only one flight mile from Mt. Bonnell. This distance along with the wide open grounds at Camp Mabry make it ideal for this critical phase of the rescue operations.

Nearly all the rescues originating at Mt. Bonnell are at night, well after normal business operations at Camp Mabry have ceased and should not interfere with the daily operations.

4. DESCRIPTION OF SERVICES/GOODS TO BE PROVIDED:

Texas Military Forces will grant Travis County permission to allow *STAR Flight* helicopters to conduct the termination phase of rescue mission to include landing in the designated area for the purpose of transferring patient/victims into the cabin of the helicopter for transport to the nearest appropriate medical facility. In Texas, there are varying rights of access that provide the parties with different responsibilities and benefits. The following language is proposed:

1. The following described property located in Austin, Texas, hereinafter referred to as the "Premises," and being more particularly described as follows:

***STAR Flight* MOA**

Open area commonly referred to as the "Parade Ground" on Camp Mabry, located at 2200 W. 35th Street, Austin, Texas.

2. The License granted hereby to the Licensee does authorize Licensee to use and occupy the Premises nonexclusively for the sole purpose of temporary landing of emergency rotary wing aircraft to effect the repositioning of passengers and crew, in accordance with the Licensor's use guidelines. Licensee is not authorized to construct improvements. Licensee covenants not to use the Premises in any manner that would preclude Licensor's future use of any portion of the Premises or easement thereon consistent with the Licensor's open space guidelines. Licensor hereby reserves the right to use the Premises in the future for any use consistent with Licensor's needs.

3. Nothing in this MOA shall be construed as conveying any license exceeding a one year term unless specifically agreed to by parties in writing. Nothing in this MOA shall be construed as conveying an easement in gross and/or appurtenant.

5. RESPONSIBILITIES OF THE PARTIES:

Travis County ***STAR Flight*** is responsible for notification of the Texas Military Forces when the landing zone will be utilized. The assigned Aviation Communication Specialist at the Combined Communication Center will notify the Joint Operations Center (JOC) at 512-782-5544 of the rescue operation and the estimated time of arrival (ETA) of the helicopter at the landing zone. ***STAR Flight*** is responsible for conducting all operations in a safe manner and in accordance with the MOA.

6. MANPOWER:

No additional manpower is anticipated to be required from either party. Each party will execute its responsibilities from the resources allocated through the normal allocation process.

7. FUNDING:

No additional funding is required by this MOA.

8. APPLICABLE LAWS:

The applicable statutes, regulations, directives, and procedures of the United States, The State of Texas and Travis County shall govern this MOA and all documents and actions pursuant to it.

9. CONTRACT CLAIMS AND DISPUTES: N/A

10. DISPUTE RESOLUTION:

In the event of a dispute between the parties, Texas Military Forces and Travis County agree to use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail, then the MOA is terminated.

STAR Flight MOA

11. RESPONSIBILITY FOR COSTS:

There is no cost to either party associated with this MOA.

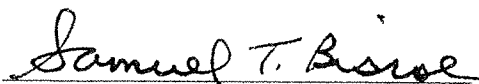
12. REVIEW:

This agreement will be reviewed annually to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated and initialed by a representative of both parties.

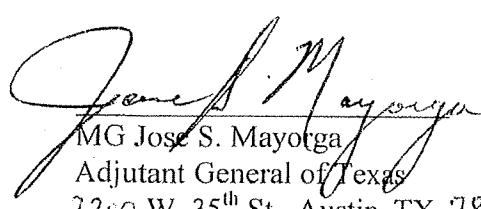
13. EFFECTIVE DATE:

The term of this License shall be for a period of one (1) year, commencing on 14 August 2009 and terminating at midnight, 13 August 2010. This one (1) year term is renewable by Licensee for one additional term by written notice provided by Licensee to Licensor a minimum of thirty (30) days prior to the termination date of this License Agreement.

14. ACCEPTANCE OF AGREEMENT:


Samuel T. Biscoe, County Judge
Travis County Commissioners Court
314 W. 11th Street
Austin, TX 78701

8-25-09
DATE


MG Jose S. Mayorga
Adjutant General of Texas
2200 W. 35th St., Austin, TX 78703

19 SEPTEMBER 2009
DATE

Travis County Commissioners Court Agenda RequestVoting Session: July 20, 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 on a request to approve the amended Citizen Participation Plan related to the Community Development Block Grant funded through the U.S. Department of Housing and Urban Development:

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:

Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, PBO
Janice Cohoon, Auditor's Office
Jason Walker, Purchasing
Christy Moffett, HHS/VS

Lee Turner, TNR
Travis Gatlin, PBO
Susan Spataro, Travis County Auditor
Kimberly Walton, Chief Assistant County Auditor
Cyd Grimes, Travis County Purchasing Agent

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- X___ Contract, Agreement, Policy & Procedure

10 JUL 15 AM 8:18
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 Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



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

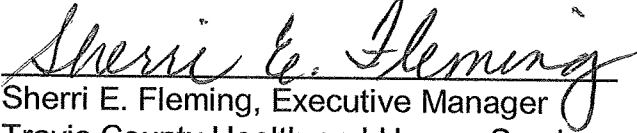
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

MEMORANDUM

Date: July 13, 2010

To: Members of the Commissioners Court

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

Subject: Community Development Block Grant (CDBG) Amendment to the Citizen Participation Plan

Proposed Motion:

Consider and take appropriate action on a request to approve the amended Citizen Participation Plan related to the Community Development Block Grant funded through the U.S. Department of Housing and Urban Development:

Summary and Staff Recommendations:

Travis County's Citizen Participation Plan (CPP) outlines the notification procedures by which residents, public agencies and other interested parties will be notified of public hearings and the opportunities available for public to comment on needs, planned use of funds and performance of all CDBG funded projects.

Staff recommends the approval of the proposed changes in the Citizen Participation Plan to allow for the inclusion of alternate projects in the Annual Action Plan. Allowing this change, provides the opportunity to have a list of projects that have the potential to be implemented quickly should a funded CDBG project experience cost savings, delays or a barrier to completing it.

A public comment period was posted on the County's website and available from June 28 through July 12. No comments were received.

Budgetary and Fiscal Impacts:

No budgetary impacts are anticipated due to this action.

Issues and Opportunities:

Approving the proposed changes for the inclusion of alternate projects allows for the pre-planning of unforeseen incidents, and allows the CDBG program to utilize the funds in a timely manner toward pre-identified alternate projects. Resources, including time and money, that would otherwise be used to add or delete projects through the customary Substantial Amendment process described in the Citizen Participation Plan, can be saved.

Background:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government sponsors a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, by expanding economic opportunities for low and moderate income persons.

The purpose of the Citizen Participation Plan is to outline the method by which Travis County Health and Human Services and Veterans Service (TCHHSVS) will encourage public participation in the planning and implementation of its HUD-funded Community Development Block Grant (CDBG) program. Travis County is required to prepare and submit a Consolidated Plan every three, five or six years and Action Plans on an annual basis (24 CFR Part 91). The consolidated planning process requires that each jurisdiction adopt a citizen participation plan (24 CFR Part 91.105).

Travis County's Citizen Participation Plan (CPP) outlines the notification procedures by which residents, public agencies and other interested parties will be notified of public hearings and the opportunities available for public to comment on needs, planned use of funds and performance of all CDBG funded projects. In addition, the plan outlines how Travis County will ensure accessibility of all meeting notices, public hearings, and posted documents for public review to all segments of the population, including people with unique needs, language barriers, or limited ability.

Travis County Commissioners Court approved the first Citizen Participation Plan in April 2006. This is the first amendment to since its original adoption.

Citizen Participation Plan

Purpose

The purpose of this plan is to outline the method by which Travis County Health and Human Services and Veterans Service (TCHHSVS) will encourage public participation in the planning and implementation of its HUD-funded Community Development Block Grant (CDBG) program. Travis County is required to prepare and submit a Consolidated Plan every three, five or six years and Action Plans on an annual basis (24 CFR Part 91). The consolidated planning process requires that each jurisdiction adopt a citizen participation plan (24 CFR Part 91.105).

Travis County's Citizen Participation Plan (CPP) outlines the notification procedures by which residents, public agencies and other interested parties will be notified of public hearings and the opportunities available for public to comment on needs, planned use of funds and performance of all CDBG funded projects. In addition, the plan outlines how Travis County will ensure accessibility of all meeting notices, public hearings, and posted documents for public review to all segments of the population, including people with unique needs, language barriers, or limited ability.

Background/References

24 Congressional Federal Regulation (CFR) Part 91.105

Policies and Procedures

A. Jurisdiction

Travis County intends to administer CDBG funded projects in the unincorporated areas of the County. Travis County is in a unique position due to the fact that the population in the unincorporated areas of the county is large enough for Travis County to be considered an Eligible Metropolitan Area. As such, community development and housing opportunities in geographic areas outside of the incorporated cities and villages in Travis County will be considered.

B. Citizen Participation and Access to Meetings

Travis County's Citizen Participation Plan provides residents, public agencies and other interested parties with reasonable and timely access to local meetings and records. Travis County encourages citizen participation in the development of its Citizen Participation Plan (CPP), Consolidated Plan, Annual Action Plans, and Consolidated Annual Performance and Evaluation Report (CAPER), particularly in low- to moderate-income target areas.

Reasonable accommodations for people with disabilities and non-English speaking populations will be made. Meetings will be made accessible by choosing locations that are ADA compliant, when available. In addition, Census data will be analyzed to identify areas where non-English speakers reside. If more than 25% of the population within the precinct speaks a language other than English, interpreters speaking those languages may be present at public hearings.

C. Notice of Public Hearings

Travis County HHSVS will post notices of the public hearings, including the times, dates, and locations, at least fourteen (14) days prior to the date of the hearing. Notices may be posted in any of the following ways: Newspapers of general circulation, Travis County Community Centers, social service agencies that target low- to moderate-income residents, Travis County website, public access TV station, radio, mail outs, list serves, etc.

D. Public Hearings

Consolidated Plan:

Travis County's Consolidated Plan is developed through a collaborative process. Citizen Participation is critical to the development of the Consolidated Plan. The Consolidated Plan is a strategic plan that identifies needs and sets priorities, outcomes and objectives in the unincorporated areas of Travis County for a three, five- or six year period.

To elicit public input on the needs of those living in the unincorporated areas of Travis County for the development of the Consolidated Plan, Travis County HHSVS will hold public hearings at several locations throughout the County in two different formats to acquire information. Public Hearings are held at two different times throughout the development of the Consolidated Plan. All hearings will include an overview of the amount of funds expected from CDBG, the purpose and intent of CDBG dollars, and eligible activities.

1. Public hearings will be held to inform the Needs Assessment, and will ask participants for input regarding their housing, community development and public service needs.
 - a) Two (2) meetings will be held at Travis County Commissioners Court during the normally scheduled voting session. These public hearings will be held in the traditional public hearing format with oral testimony.
 - b) At least one (1) public hearing will be held in each of the four (4) precincts. These hearings will be structured as an information session regarding the uses of CDBG, with facilitated discussion and decision-making for meaningful, comprehensive input from

participants regarding their housing, community development and public service needs.

2. After the development of the Consolidated Plan for public comment, public hearings will be held to inform and enable the community to comment on the proposed uses of CDBG funds.
 - a) During the thirty (30) day review period, two (2) public hearings will be held at the Travis County Commissioners Court during the normally scheduled voting session. These public hearings will be held in the traditional public hearing format with oral testimony.

Annual Action Plan:

Each year the County must submit an annual Action Plan to HUD reporting how the year's funding allocation for CDBG will be used to achieve the goals outlined in the ~~five-year~~ Consolidated Plan. In the year that the Consolidated Plan is developed, the public hearings for input on the Annual Action Plan and Consolidated Plan will be held at the same time. The public hearings will be outlined in the following manner:

1. Public hearings will be held to ask participants for input for the year's proposed Action Plan, including funding allocations.
 - a) One (1) hearing will be held at Travis County Commissioners Court during the normally scheduled voting session. These public hearings will be held in the traditional public hearing format with oral testimony.
 - b) At least one (1) public hearing will be held in each of the four (4) precincts. These hearings will be structured as an information session regarding the uses of CDBG, with facilitated discussion and decision-making for meaningful, comprehensive input from participants.
2. After the development of the Action Plan for public comment, public hearings will be held to inform and enable the community to comment on the proposed uses of CDBG funds.
 - a) During the thirty (30) day review period, two (2) public hearings will be held at the Travis County Commissioners Court during the normally scheduled voting session. These public hearings will be held in the traditional public hearing format with oral testimony.

Consolidated Annual Performance and Evaluation Reports:

The County is required to submit annually by December 30th a CAPER to HUD that describes the County's progress in meeting the goals within the Consolidated Plan.

Travis County Citizen Participation Plan

1. After the development of the CAPER for public comment, a public hearing will be held to receive oral comment on Travis County's performance.
 - a) During the fifteen (15) day review period, one (1) public hearing will be held at the Travis County Commissioners Court during the normally scheduled voting session. The public hearing will be held in the traditional public hearing format with oral testimony.

E. Surveys

For the development of the ~~five-year~~ Consolidated Plan, surveys will be used in various ways in order to assess citizens' perceptions of their needs. Surveys will be sent via list serve to public agencies that serve residents in the unincorporated areas. Surveys will also be used to collect data at the public hearings. In addition, survey boards will be placed in five (5) of the Travis County Community Centers as well as other strategic locations to increase resident participation in the information gathering process. Surveys will be available in both English and Spanish. For other accommodations, contact the CDBG office at 854-3460.

F. Access to Information, Records and Response to Public Comments

Information will be provided to residents, public agencies and other interested parties, through various media formats (written, internet, etc.) including those most affected by proposed projects. Opportunities to receive information, review documents and submit comments will be provided with reasonable notice and time allowed. The information will be retained and available for public review for no less than five years after approval by Travis County Commissioners Court.

Throughout the CPP, Travis County Commissioners Court is mentioned as a source of information. Travis County Commissioners Court is televised and close captioned on the public access channel, and repeats several times throughout the week. Contact information for the program is routinely provided during the Commissioners Court meetings. The Travis County Commissioners Court agenda is posted via the Travis County website prior to each voting session in accordance with applicable laws. The County website is located at www.co.travis.tx.us.

Reasonable accommodations for people with disabilities and for non-English speaking populations will be made upon request and as appropriate. To request information, documents, records or accommodations, contact via telephone at 512.854.3460 or via mail to:

Travis County Health and Human Services and Veterans Service
CDBG Program
P.O. Box 1748
Austin, TX 78767

Citizen Participation Plan:

Travis County HHS/VS will draft the Citizen Participation Plan (CPP) and present it to the Travis County Commissioners Court during a regularly scheduled voting session. After presentation to Travis County Commissioners Court, the CPP will be posted for written comment for one (1) week prior to approval by the Travis County Commissioners Court.

Comments on the CPP may be received via phone and email to the Travis County Health and Human Services and Veterans Service CDBG staff. The CPP will be posted on the Travis County website and copies will be located at the seven (7) Travis County Community Centers for public review.

Consolidated Plan:

Travis County HHSVS will draft the Consolidated Plan and present it to the Travis County Commissioners Court during a regularly scheduled voting session. After presentation to Travis County Commissioners Court, the Plan will be posted for written comment for thirty (30) days prior to approval by the Travis County Commissioners Court.

Comments on the Plan may be received in writing via email or regular mail to the Travis County Health and Human Services and Veterans Service CDBG staff. The Plan will be posted on the Travis County website and copies will be located at the seven (7) Travis County Community Centers for public review. Summaries of the Plan may be available at other locations throughout the unincorporated areas of Travis County. Notification of availability of the draft will appear in newspaper(s) of general circulation.

Annual Action Plan:

Travis County HHSVS staff will draft the Annual Action Plan and present it to the Travis County Commissioners Court during a regularly scheduled voting session. After presentation to Travis County Commissioners Court, the Action Plan will be posted for written comment for thirty (30) days prior to approval by the Travis County Commissioners Court.

Comments on the Action Plan may be received in writing via email or regular mail to the Travis County Health and Human Services and Veterans Service CDBG staff. The Plan will be posted on the Travis County website and copies will be located at the seven (7) Travis County Community Centers for public review.

Consolidated Annual Performance and Evaluation Report (CAPER):

Travis County is required to submit annually by December 30th a CAPER to HUD that describes the County's progress in meeting the goals in the Consolidated Plan.

Travis County will draft the CAPER and present it to the Travis County Commissioners Court during a regularly scheduled voting session. After presentation to Travis County

Travis County Citizen Participation Plan

Commissioners Court, the CAPER will be posted for written comment for fifteen (15) days prior to approval by the Travis County Commissioners Court.

Comments on the CAPER may be received in writing via email or regular mail to the Travis County Health and Human Services and Veterans Service CDBG staff. The CAPER will be posted on the Travis County website and will be located at the seven (7) Travis County Community Centers for public review.

Travis County will document and report all public comments from citizens, public agencies, and other interested parties in preparing its final submissions. Public comments will be considered when feasible and beneficial, preceding final approval of Travis County Commissioners Court.

For public comment on the Citizen Participation Plan, Consolidated Plan, Annual Action Plan or CAPER contact:

Travis County Health and Human Services and Veterans Service
CDBG Program
P.O. Box 1748
Austin, TX 78767

G. Use of Alternate Projects

Travis County will include a list of alternate projects for public review each year in the Annual Action Plan. If a funded project has cost savings, slows down or discovers a barrier to completing it, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds.

Alternate Projects will contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Approval by the Travis County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not the increase or decrease exceeds 25%. These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

GH. Amendments to the Citizen Participation Plan

Once approved by the Travis County Commissioners Court, any changes to the Citizen Participation Plan must go through a fifteen (15) day public comment period after the draft presentation to the Travis County Commissioners Court. Any written comments may be sent to the above referenced address.

Travis County will document and report all public comments from citizens, public agencies, and other interested parties in preparing its final submission. Public

comments will be considered when feasible and beneficial, preceding final approval of Travis County Commissioners Court.

HI. Substantial Amendments to Consolidated Plan/Action Plan

When the location or beneficiaries of a project proposed under the Consolidated Plan or Action Plan are changed, the scope of the project is increased or reduced by more than 25%, or a new project is funded that was not originally subject to public review, Travis County HHSVS shall amend its plan.

Use of an alternate project by the process, as defined in Section G, will not require a Substantial Amendment. Approval by the Travis County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not the increase or decrease exceeds 25%.

If a project, which is replaced by an alternate, is deleted permanently, a substantial amendment will be completed in the Summer during the next Annual Action Plan process to allow for public comment on the deletion of the project. Consideration of any project that was not identified as an alternate will go through the normal substantial amendment process.

The amendment process includes public notice, a thirty (30) day public comment period, and a public hearing at Travis County Commissioners Court.

As necessary, such notice may also include a public hearing in the precinct in which the project has been changed or added. Amendments to the Consolidated Plan may take place at any time during the program year.

Travis County will document and report all public comments from citizens, public agencies, and other interested parties in preparing its final submissions. Public comments will be considered when feasible and beneficial, preceding final approval of Travis County Commissioners Court.

IJ. Technical Assistance

Technical assistance will be made available by appropriate Travis County staff to assist low- and moderate-income representative groups or agencies that request such assistance in developing proposals for funding assistance under this consolidated plan. Appropriate staff will be assigned based on expertise required for the specific proposal. The TCHHS/VS Executive Manager determines the level and types of assistance to be provided at any time based on a number of considerations including, but not limited to, space, expense, and staff workloads.

JK. Response to Complaints

During the CDBG planning and implementation process, complaints and feedback are encouraged and expected. All complaints must be in writing. If a person is unable to provide the complaint in writing for any reason, assistance may be provided.

Complaints need to include the resident's name, address and daytime telephone number, if applicable, in case TCHHSVS staff need to clarify the nature of the complaint.

Complaints or Grievances need to be sent to:

Travis County Health and Human Services and Veterans Service
CDBG Program
P.O. Box 1748
Austin, TX 78767

All written complaints will receive a timely written response mailed within fifteen (15) days of receipt of it. This written response will provide appropriate, substantive feedback to the resident. If CDBG Staff is unable to be compliant with the fifteen (15) day period, the complainant will be notified of an approximate date a response will be provided.

It is up to the discretion of the Travis County Health and Human Services and Veterans Service Department to determine if a public hearing regarding an issue is needed. If a public hearing is needed, appropriate notice and location(s) of the hearing will be made, depending upon the implications of the issue.

Effective Date

Upon approval of Travis County Commissioners Court, The Citizen Participation plan, as amended, is effective as of 4/11/06 07/20/2010.

12

Travis County Commissioners Court Agenda Request

Voting Session : July 20, 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:

Approve Renewal of Host Agency Agreement with AARP Foundation for Senior Community Service Employment Program (SCSEP).

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

Signature of Commissioner(s) or County Judge

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

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

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 JUL 13 PM 4:44

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



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

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

DATE: July 13, 2010

TO: Members of the Travis County Commissioners Court

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

SUBJECT: Renewal Host Agency Agreement with AARP for Senior Community Service Employment Program (SCSEP)

Proposed Motion:

Approve Renewal of Host Agency Agreement with AARP Foundation for Senior Community Service Employment Program (SCSEP)

Summary and Staff Recommendations:

Staff recommends approval of the attached Host Agency Agreement with AARP Foundation for the Senior Community Service Employment Program (SCSEP). If approved, this proposed Host Agency Agreement would allow the program to continue its operation following termination (on July 31, 2010) of the existing agreement to begin on August 1, 2010 through July 31, 2011. The proposed agreement is identical, with exception of the inclusive dates, to the County's current agreement with AARP. The program serves the employment needs of Travis County residents, does not have a budget impact for Travis County, and is consistent with the workforce development goals set by Travis County Commissioners Court.

Budgetary and Fiscal Impacts:

This action will not increase Travis County's budget as program participants are paid through AARP's SCSE Program and are not Travis County employees. Travis County HHS&VS staff provides on-site supervision to the program participants.

Issues and Opportunities:

AARP operates this Community Service Employment Program (SCSEP) providing assistance registering with the State Employment Service, performing job searches, and obtaining continuing employment and diverse training through assignments at a network of host agencies. In some cases, participants who obtain subsequent employment achieve self-sufficiency and no longer need their public benefits. Participating as host agencies allows Travis County HHS&VS to support this workforce development effort while leveraging resources. The County Attorney's office has reviewed the proposed agreement and has prepared a version of the document with suggested changes, also attached. In the past, AARP has not been inclined to accept changes to its standardized document.

Background:

AARP's Senior Community Service Employment Program (SCSEP) is a short-term work training program that prepares participants for unsubsidized employment at local host agencies. When an individual enrolls in the program, he or she has the opportunity to gain experience in a wide array of jobs throughout the community at these host agencies, and works with the AARP staff to pursue unsubsidized employment. AARP asks that host agencies enter into an agreement to provide supervision to its participants while they work at an agency in accordance with their proposed Host Agency Agreement.

Travis County Health and Human Services and Veterans Service (HHS&VS) has a long history of serving as a host agency for this federally-funded workforce program first becoming a host agency in 2007. Each of the County's seven Community Centers operated by the Family Support Services division has served as a host agency. This allows residents of areas near the Community Centers, located in south and downtown Austin, Jonestown, Pflugerville, Oak Hill, Del Valle, and Manor to access job training services near their residences.

Currently, HHS&VS hosts job training participants at 5 of the Community Centers. In 2008, 8 participants at the Community Centers provided 7,488 extra hours of assistance in the food pantries and administrative support for the Community Centers and at least two of these participants moved on to unsubsidized employment.

cc: Rodney Rhodes, Executive Manager, PBO
Travis Gatlin, Budget Analyst, PBO
Susan Spataro, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Andrea Colunga Bussey, Director, Family Support Services, TCHHS&VS

HOST AGENCY AGREEMENT

Host Agency: Travis County - Palm Square Community

FEIN: 74-6000192

Phone: (512) 854-4120

Fax: (512) 854-4118

Address 100 N IH 35, Suite 1000
Austin, TX 78701

The above named agency/organization, an equal employment opportunity employer, requests the services of participants from the AARP Foundation Senior Community Service Employment Agency.

This agency is:

- ☒ **A Non-Profit Organization.**
(Tax exempt under the Internal Revenue code 501(c)(3))
- ☐ **A Public Organization.**

Enrollee Supervisors are:

- ☒ **Compensated with federal funds.**
- ☐ **Not compensated with federal funds.**

To ensure our host agency partners understand their important role in the daily lives of our participants and their responsibilities in supporting each participants quest for an unsubsidized job, we ask that each host agency supervisor clearly understand and support the following requirements that are part of each participant's agreement with our program:

- (1) The purpose of the SCSEP is for a participant to provide community service while they actively pursue unsubsidized employment off of the program. When an individual enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.
- (2) Participants are asked to cooperate with the Project Director and Employment Specialists by
 - Accepting referrals and interviews for employment outside the program;
 - Conducting an ongoing search for unsubsidized employment as specified in their IEP and as directed by the Project Director and/or project site staff;
 - Accepting regular transfers to other host agency assignments as necessary to further their training and work experience;
 - Maintaining registration with the State Employment Service and/or One Stop Center;
 - Attending job search training, job clubs, participant meetings, etc., when offered by the Project Office, and to engage in continuing unsubsidized job search activities.

Note: These activities may cause the participant to miss some hours at their host agency assignment.

(3) The Senior Community Service Employment Program (SCSEP) is a short-term, work-training program to prepare participants for unsubsidized employment off of the program. The program is not an entitlement, nor is it designed to provide income maintenance. SCSEP participants are considered to be in training status, preparing to accept unsubsidized employment. They, and you as the host agency supervisor, must understand and accept that training with the host agency is a short-term training opportunity, NOT a job, and that participants are NOT employees of either the AARP Foundation or the host agency to which they are temporarily assigned. .

(4) Host Agency understands that AARP Foundation SCSEP does not conduct background checks or drug screenings on Program participants. Host Agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.

(5) Host agencies must not use participants as substitutes for permanent employees in their agency. Federal regulations prohibit this violation of "maintenance of effort." Host agencies must not substitute federal dollars for local dollars. Participants are additions to, not substitutes for, regular agency staff.

HOST AGENCY AGREEMENT

Host Agency: Travis County - Palm Square Community

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(11) The host agency supervisor will be listed on the Time Attendance Report. If there are changes to a participant's supervisor, the Project Office must be notified so that the Project Site Office can update the information in our databases.

Samuel Biscoe, County Judge, Main
Contact

Date

Conrad Ruiz, Director, Project Director

Date

SAFETY IS NO ACCIDENT

ADDENDUM

To Host Agency Agreement Between Travis County, Tx
And AARP Foundation – SCSEP (Austin Office)

The Agreement between Travis County and AARP Foundation – SCSEP is for the following locations from which Travis County provides services:

Post Road Community Center

2201 Post Road., Suite 2020, Austin , Tx 78741

Supervisors Authorized to sign AARP Participant Timesheets: Mike Manor, Yolanda Esteban, Frances Crockett, Irene Ozuna. Phone: 512-854-9130; Fax: 512-954-9158

West Rural Community Center

8656 – A Hwy 71 W., Austin, Tx 78735

Supervisors Authorized to sign AARP Participant Timesheets: Janell Marcy, Gloria Adames, Valerie Sneed.
Phone: 512-854-2130; Fax: 512-854-2145

South Rural (Del Valle) Community Center

3518 FM 973, Austin, Tx 78617

Supervisors Authorized to sign AARP Participant Timesheets: Ross Stephen, Hazel Wilson, Doris Edwards, Norma Gutierrez, Griselda Lopez. Phone: 512-247-4407; Fax :512-247-9904

Palm Square Community Center

1000 N IH-35, Austin, Tx 78701

Supervisors Authorized to sign AARP Participant Timesheets: Irene Salas, Mary Sanchez, Illiyana Gibson, Tonda Owens.
Phone: 512-854-4120; Fax: 512-854-4118

Travis County Community Center

15822 Foothills Farm Loop, Bldg D, Pflugerville, Tx 78660

Supervisors Authorized to sign AARP Participant Timesheets: Dennis Chapman, Petra Moya, Sharon Anthony, Al Esparza.
Phone: 512-251-4168; Fax: 512-251-4385

East Rural Community Center

600 W. Carrie Manor St., Manor, Tx 78653

Supervisors Authorized to sign AARP Participant Timesheets: Chenchu Vasquez, Penny Gardner, Juanita Hernandez, Lydia DeLeon, Betty Learned. Phone: 512-272-5561; Fax: 512-272-8750

Northwest Rural Community Center

18649 RM 1431, Suite 6A, Jonestown, Tx 78641

Supervisors Authorized to sign AARP Participant Timesheets: Joy Stolling, Janice Auld. Phone:512-267-3245;
Fax: 512-267-4068

Signed for Travis County, Tx

Signed for AARP Foundation – SCSEP

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

By: _____
Conrad Ruiz, Project Director Date

By: _____
Andrea Colunga Bussey, Main Contact Date



Senior Community Service
Employment Program

HOST AGENCY AGREEMENT

Host Agency: Travis County - Palm Square Community
FEIN: 74-6000192 Address 100 NIH 35, Suite 1000
Phone: (512) 854-4120 Austin, TX 78701
Fax: (512) 854-4118

The above named agency/organization, an equal employment opportunity employer, requests the services of participants from the AARP Foundation Senior Community Service Employment Agency.

This agency is:

☐ A Non-Profit Organization.

(Tax exempt under the Internal Revenue code 501(c)(3))

☐ A Public Organization.

Enrollee Supervisors are:

☐ Compensated with federal funds.

☐ Not compensated with federal funds.

Note: I guess we are a public agency; do any of the "supervisors" get grant funding?

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Note: it's interesting that this agreement is written as if the supervisors are signing - I guess the County is signing off that we will be sure the supervisors know these things.

(4) Host Agency understands that AARP Foundation SCSEP does not conduct background checks or drug screenings on Program participants. Host Agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.

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NOTE: Interesting - almost says that we have to really not need their services!

06-04-2010

AARP Foundation SCSEP

Page 1 of 2

-AARP
FOUNDATION

Senior Community Service
Employment Program

HOST AGENCY AGREEMENT

Host Agency: Travis County - Palm Square Community

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NOTE: Still can't give "preferential" consideration for jobs, but I guess we can give "serious" consideration!

NOTE: I haven't seen the handbook, so can't comment on its contents. We still wouldn't do anything under their handbook that would violate our policies and procedures.

(8) The Department of Labor (DoL) now requires a survey of randomly selected Host Agencies. This survey is generally done in January. If selected please complete the survey as it influences continued DoL funding for this grant. The DoL will make three attempts to get a completed survey from you. While the survey may have up to 20 questions, answering any five completes the survey for DoL purposes and prevents these follow-ups.

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I would still request that they add the immunity provision, independent contractor provision and venue provision - but, I assume they would reject those requests as before.

Samuel Biscoe, County Judge, Main

Date

Conrad Ruiz, Project Director

Date

Contact

SAFETY IS NO ACCIDENT

06-04-2010

AARP Foundation SCSEP

Page 2 of 2

ADDENDUM

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Supervisors Authorized to sign AARP Participant Timesheets: Joy Stolling, Janice Auld. Phone: 512-267-3245; Fax: 512-267-4068

Signed for Travis County, Tx

Signed for AARP Foundation - SCSEP

BY: _____

Samuel T. Biscoe, Travis County Judge Date

BY: _____

Conrad Ruiz, Project Director Date

BY:

Andrea Colunga Bussey, Main Contact

Date

There really shouldn't be a signature line for Andrea - if she needs to sign it, I would have her add

"Reviewed By:" so it's clear she is just signing as having looked at it, not with any authority or liability for signature or compliance.

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13

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST

Voting Session: July 20, 2010
(Date)

Work Session: _____
(Date)

Sherri Fleming

854-4467

I. A. Request made by: Patricia A. Young Brown Phone #: 978-8000
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topics:

Receive and discuss a presentation from Central Health and CommUnityCare on (A) Central Health's Five-Year Report Card; (B) Central Health's Community Planning Initiative, Central Health Connection; (C) service expansion by Central Health and CommUnityCare; and (D) Central Health's Fiscal Year 2011 preliminary budget direction.

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:

Sherri Fleming, Travis County HHS&VS, 854-4467

Beth Devery, Assistant County Attorney, 854-6654

Leroy Nellis, Budget Manager, PBO, 854-9066

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

Human Resources Department (854-9165)

_____ Change in your department's personnel (reorganization, restructuring etc.)

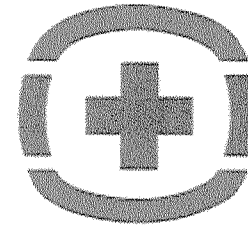
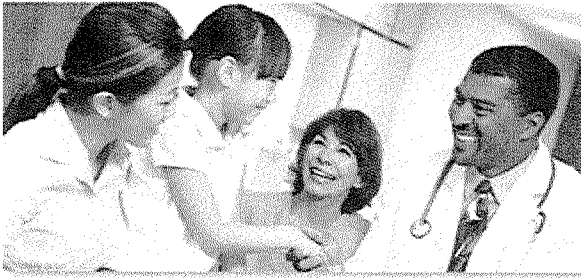
Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

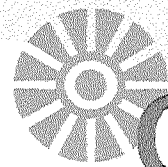
County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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



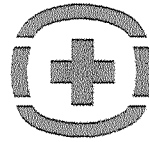
CENTRAL HEALTH



CommUnityCare

Presentation to the Travis County Commissioners Court

Central Health &
CommUnityCare
July 20, 2010



CENTRAL HEALTH

1. Enhanced Emergency Care

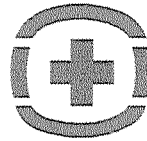
Central Health made five years of investments to Seton, resulting in University Medical Center Brackenridge achieving Level 1 Trauma Center status, the highest possible rating.

2. More People Covered

Increased funding, new partners and providers, and streamlined screening services expanded enrollment in the Central Health Medical Assistance Program by nearly 80%.

3. More Providers, Better Access

Central Health has expanded its primary, specialty, and urgent care provider network. Additional providers, along with more locations and expanded hours, give more people access to care they need when they need it.



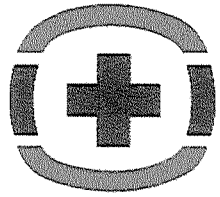
CENTRAL HEALTH

4. Expanded Mental Health Care

Beginning in 2005, Central Health spearheaded a collaborative stakeholder effort to tackle the issue of inadequate emergency psychiatric services. This collaboration has ensured that a range of community psychiatric crisis services are now available, including inpatient beds, intensive outpatient care, mobile crisis outreach, expanded psychiatric emergency services, and new crisis respite care. Central Health leadership and funding of \$5.2 million per year mean that individuals get the care they need.

5. Simpler, Easier Enrollment

Central Health's new screening services help people get the care they need faster and easier.



Community Planning Roadmap

CENTRAL HEALTH CONNECTION

Join a Healthy Conversation

**A community
planning initiative to
engage Central
Texans to talk,
imagine and act to
create a model
healthy community**

PHASE I

APRIL TO JUNE 2010

**Baseline Research Through
Focus Groups, Telephone
& Internet Surveys**

PHASE II

SUMMER 2010

Community Conversations

PHASE III

FALL 2010 TO SPRING 2011

**Scorecard Publication
& Strategic Dialogue**

North Central Community Health Center



- + Total estimated budget - \$18,000,000
- + Estimated to be completed by the end of 2011
- + Partial two-story health center, approximately 50,000 square feet
- + LEED silver status incorporated into design plan
- + Coordination and communication with neighborhood associations

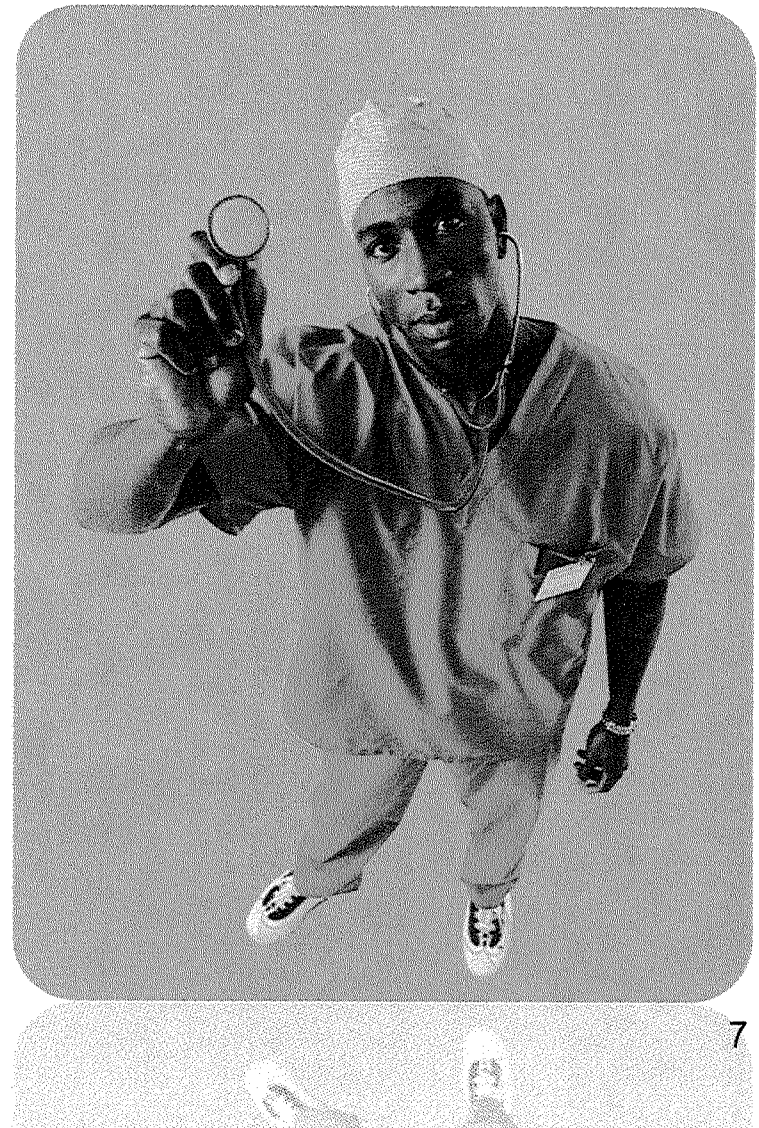


Right Care, Right Time, Right Place

CommUnityCare

North Central Expansion of Services

- 17 additional medical and dental providers
- 56 additional clinical and non-clinical support staff
- Creates a primary care home for an additional 11,450 patients
- Results in 44,400 additional visits
- Services to include pediatrics, women's health, family medicine, internal medicine, specialty care, dental, behavioral health, nutrition and clinical pharmacy



Health Center Renovations



- Received \$1.9 million in ARRA funding to renovate South and East health centers
- Using local design and construction firms
- South renovations anticipated to be completed in December 2010
- East renovations anticipated to be completed in April 2012
- Will create space for 16 new healthcare jobs when completed

CommUnityCare – South Austin

- **Planned renovations:**
 - Converts administrative space into six new patient rooms for two new medical providers
 - Creates a dedicated pediatrics unit
 - Increases annual patients served by 2,860
 - Increases annual patient visits by 8,700



CommUnityCare – East Austin



- **Planned renovations:**
 - Entire site renovation
 - Adds two new medical providers
 - Focuses services on pediatrics and women's health
 - Increases annual patients served by 2,860
 - Increases annual patient visits by 8,700

CommUnityCare 2009

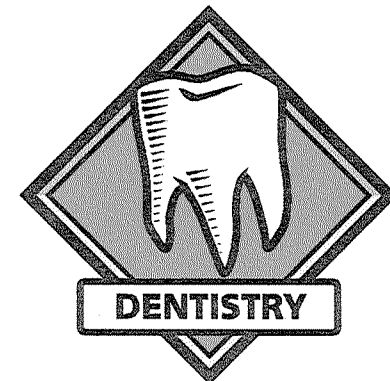
Service Expansions

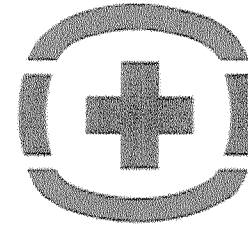
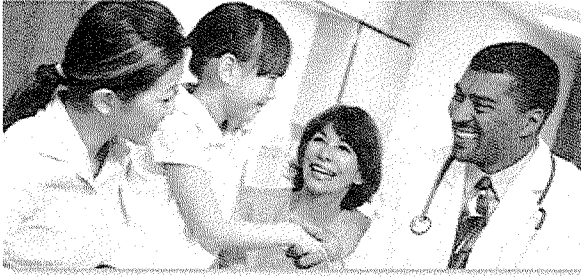
- Added four new health center sites:
 - Red River
 - Rundberg
 - UT Family Wellness
 - UT Children's Wellness
- 16,966 additional primary care visits provided over last 12 months
- ARRA operating funds of \$966,000 includes 7.7 FTEs for the next two years to support additional care



CommUnityCare 2010 Service Expansions

- Women's Health
 - Seton High-Risk Clinic becoming CommUnityCare Women's Health
 - Additional 14,000 encounters
 - Improves coordination of care for current CommUnityCare patients
 - September 1, 2010
- Dental
 - New dental location on Ben White
 - Additional 2,980 patients - 5,911 encounters
 - Expansion of RBJ Dental Clinic
 - Additional 2702 patients - 5,376 encounters
 - October 2010





CENTRAL HEALTH

2011 Preliminary Budget

Presented To

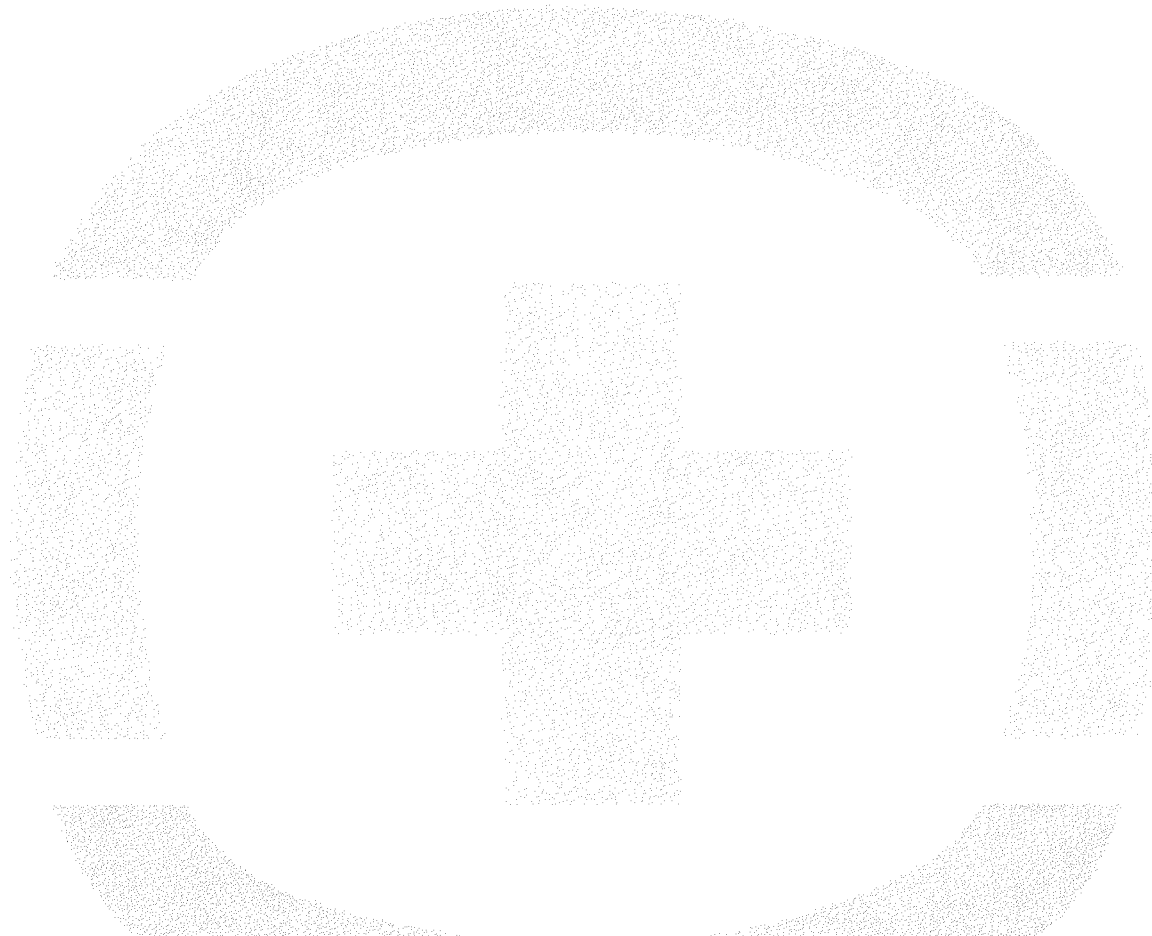
Travis County Commissioners Court

July 20, 2010

Presented By John Stephens and Larry Wallace

Our Mission

Central Health creates access to healthcare for those who need it most.



Increased Access to Care

As of March 2010, Central Health has -

- Increased monthly average MAP Enrollment by 70% over 2008 levels.
- Increased the number of primary care medical visits purchased by 31% over 2008 levels.
- Increased the number of dental visits purchased by 19% over 2008 levels.
- Increased the number of integrated behavioral health visits purchased by 51% over 2008 levels.
- In conjunction with new state funding, increased the number of inpatient psychiatric hospital admissions by 321% over 2008 levels.

Overview of 2011 Draft Budget

Sources of Funds (in millions)

	<u>2010</u>	<u>2011</u>	<u>Change</u>
Property tax revenue	65.4	66.4	1.0
Seton lease	29.5	29.5	
Interest/tobacco settlement	3.1	3.2	.1
Use of reserves	<u>0</u>	<u>7.8</u>	<u>7.8</u>
Total sources of funds	98.0	106.9	8.9
Tax rate per \$100 valuation (at effective)	6.74	7.24	.5

Overview of 2011 Draft Budget

Uses of Funds (current format, in millions)

	<u>2010</u>	<u>2011</u>	<u>Change</u>
Personnel expenses	5.2	6.0	.8
Operating expenses	5.4	6.7	1.3
Tax Collection	.8	.8	
Healthcare delivery	<u>86.6</u>	<u>93.4</u>	<u>6.8</u>
Totals	98.0	106.9	8.9

Overview of 2011 Draft Budget Uses of Funds (proposed program format, in millions)

	<u>2010</u>	<u>2011</u>	<u>Change</u>
Healthcare delivery	91.5	100.1	8.6
Administration	5.7	6.0	.3
Tax Collection	<u>.8</u>	<u>.8</u>	<u>-</u>
Totals	98.0	106.9	8.9

2011 Healthcare Service Assumptions

- + Planning for impact of health care reform
- + Continues expansion of Healthcare Services
 - + Expansion of services continues to be influenced by MAP enrollment and capacity of contracted providers

Primary Care 2011

- + Staff exploring what is needed to adequately care for enrollment
- + Continue to work with current contractors to expand services
 - Lone Star Circle of Care budget increased for an additional \$809,000
 - El Buen budget increased for an additional \$490,000
- + Develop new agreements with private sector providers

Specialty Care 2011

- + Staff is exploring what is needed to adequately care for enrollment
- + Development of new agreements with private sector providers
- + \$1,000,000 has been set aside in service expansion funds

Dental Services 2011

- ✦ Staff exploring what is needed to adequately care for enrollment
- ✦ Currently working with the Dental Society to contract with primary dental care providers in the community
 - \$600,000 has been set aside in service expansion funds
- ✦ As access to primary dental care occurs will need to increase funding for specialty dental care
 - \$104,000 was added to budget
 - \$400,000 has been set aside in service expansion funds

Where are we going?
How do we get there from here?



Planning for the Future - Transition to Healthcare Reform

FY 2011

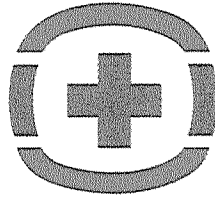
- + Continue to develop our provider network and expand services, particularly specialty, behavioral health, and dental.
- + Plan for operating in reformed environment.

FY 2012, 2013

- + Continue developing our provider network as necessary.
- + Refine and implement strategies developed for operating in the new landscape.

Next Steps

- August 18 - Central Health Board approves preliminary budget
- August 24 - Present preliminary approved budget to Commissioners Court
- September 1 - First public hearing
- September 9 - Second public hearing
- September 15 - Board approval
- September 21 - Court approval



CENTRAL HEALTH

Learn more about us at:

www.centralhealth.net

14

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: July 20, 2010
(Date)

Work Session: _____
(Date)

Sherri Fleming

854-4467

I. A. Request made by: Patricia A. Young Brown Phone #: 978-8000
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topics:

Consider and take appropriate action on a request by Central Health pursuant to Section 281.106 of the Health and Safety Code for approval to issue certificates of obligation in accordance with Subchapter C, Chapter 271, Local Government Code, for district purposes.

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:

Sherri Fleming, Travis County HHS&VS, 854-4467

Beth Devery, Assistant County Attorney, 854-6654

Leroy Nellis, Budget Manager, PBO, 854-9066

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

Human Resources Department (854-9165)

_____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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



CENTRAL HEALTH

1111 East Cesar Chavez St.
Austin, Texas 78702
Phone: 512-978-8155
Fax: 512-978-8156
www.centralhealth.net

MEMORANDUM

To: Travis County Commissioners

From: John Stephens, Chief Financial Officer

Date: July 13, 2010

Re: **July 20 Agenda Item** – Consider and take appropriate action on a request by Central Health pursuant to Section 281.106 of the Health and Safety Code for approval to issue certificates of obligation in accordance with Subchapter C, Chapter 271, Local Government Code, for district purposes

Background

When the Central Health Board approved the construction of the North Central Community Health Center on Braker Lane and related construction budget of \$18 million, Central Health staff discussed the possibility that the construction cost could be paid out of existing reserves or, alternatively, the cost could be financed.

Based upon preliminary work with Central Health's financial advisor, Ladd Pattillo, and our bond counsel, Glen Opel of Vinson and Elkins, we believe that the timing and circumstances of this financing are appropriate for Central Health to establish a credit rating and a credit history and therefore, we are now requesting approval from the Commissioners Court to issue \$18 million in Certificates of Obligation to finance the construction of the North Central Community Health Center.

Benefits to Central Health

Interest rates are relatively low from a historical perspective. For instance, today (July 13), the current yield on a triple A-rated ("AAA") 20-year municipal bond was 4.09%. Travis County's bond rating is AAA, and while Central Health has the same tax base as the County and would pledge only property tax revenue to repay the COs, its rating would likely not be AAA; however, even with a lower rating, Central Health should still be able to get a low interest rate.

Central Health is in excellent financial condition for credit establishment purposes with net assets (cash and investments) in excess of \$105 million at September 30, 2009. Our tax base is stable and expected to continue to grow into the future.

The amount to be financed is a relatively small financing and with a pledge of its property tax, the financing would be simple and straightforward, allowing Central Health to establish a credit rating and begin to establish a credit history.

This would also allow Central Health to retain its current level of reserves to deal with the implementation of national healthcare reform, including proposed cutbacks in

Thomas B. Groppwood, M.D.
Chairman

Rosie Mendez, C.P.A.
Vice Chairman

Frank Rodriguez
Treasurer

Bobbie Barker
Secretary

Glenn Hendrick, J.D.

Donald Patrick, M.D., J.D.

Brenda Coleman-Beattie, M.A.

Anthony Daley, J.D.

Katrina Daniel, R.N.

Patricia Young Brown, C.P.A.
President & CEO

Disproportionate Share Hospital Funding, which we receive as additional rent from Seton.

Schedule and Logistics

If the Commissioners Court approves this request for Central Health to issue Certificates of Obligation, we will request final approval from our Board and if granted, will then sell the COs this autumn. We are proposing to pay the first year's debt service out of Central Health reserves. Therefore, if the Court approves this item, there would be no debt service tax for fiscal year 2011.

We estimate that for COs issued at a 4% interest rate, the annual debt service would be about \$1.3 million. Beginning in 2012 and for subsequent years, the annual debt service would be funded by a tax rate estimated now to be about .14 cents (14% of one penny).

For a homeowner with a homesteaded single-family residence with a taxable value of \$219,424, this debt service would mean an additional \$3.07 in the annual tax bill. At a 5% interest rate, the increase would be .16 cents on the tax rate and \$3.50 cents on the annual tax bill.

Action Item

Because interest rates are low, because Central Health is in excellent financial condition, because our tax base is healthy, and because this is a relatively small and straightforward financing, we believe that this is an opportune financing for Central Health to establish itself in the credit market.

We therefore request approval from the Commissioners Court to issue Certificates of Obligation later this year to finance the construction of the North Central Health Center.

BUDGET AMENDMENTS AND TRANSFERS

FY 2010

Please do not place on consent.

7/20/2010

AMENDMENTS

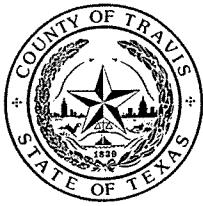
BA#	Project Code FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	001	9800	981	9892	Reserves	Allocated Reserves		\$ 50,000	1
	001	5750	536	4102	Records Mngt.	Postage/Freight-out	\$ 50,000		
A2	001	5833	611	0701	HHS	Reg.Salaries-Permnt Empl		\$ 41,852	3
	001	1800	613	9001	Ag. Extension	Co.Contr. To Grants	\$ 41,852		
A3	001	9800	981	9891	Reserves	CAR Reserves		\$ 5,495	5
	001	1404	823	8055	Facilities	Law Enforcement Equip.	\$ 5,495		
A4	001	9800	981	9891	Reserves	CAR Reserves		\$ 460	5
	001	1404	823	3055	Facilities	Law Enforc. Equip & Supp	\$ 460		

TRANSFERS

BA#	Project Code FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	001	1230	523	5002	ITS	Maintenance Agrmnts-DP		\$ 213,500	9
	001	1230	523	6099	ITS	Other Purchased Serv.	\$ 73,000		
	001	1230	523	3002	ITS	Software	\$ 64,000		
	001	1230	523	4007	ITS	Consulting	\$ 76,500		

DISCUSSION

BA#	Project Code FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
D1	001	3102	566	0712	Const. Pct. 1	POPS Salaries		\$ 8,800	11
	001	3101	566	3055	Const. Pct. 1	Law Enforc. Equip & Supp	\$1,500		
	001	3101	566	6099	Const. Pct. 1	Other Purchased Serv.	\$ 4,800		
	001	3101	566	6504	Const. Pct. 1	Training & Seminars	\$ 2,500		
D2	001	3302	568	0712	Const. Pct. 3	POPS Salaries		\$ 7,000	14
	001	3201	567	6099	Const. Pct. 2	Other Purchased Serv.	\$ 7,000		




TRAVIS COUNTY

RECORDS MANAGEMENT & COMMUNICATION RESOURCES

314 West 11th Street, Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-4560

MEMORANDUM

TO: Randy Lott
FROM:  Steven W. Broberg
DATE: July 12, 2010
SUBJECT: Transfer From Earmark on Allocated Reserve

RMCR requests the transfer of the \$50,000 earmarks on allocated reserve to the postage line item (001-5750-536-41.02). The funding is necessary to continue services until the end of the fiscal year. The additional amount is needed due to higher mail volumes and the May 2009 postal rate increase. Thank you for your assistance in this matter.

Budget Adjustment: 22098

Fyr _ Budget Type: 2010-Reg

Author: 57 - ASHBURN, THOMAS

Created: 7/12/2010 3:04:28 PM

PBO Category: Amendment

Court Date: Tuesday, Jul 20 2010

Dept: RESERVES

Just: Other

Transfer Earmarks on Allocated Reserves approved in the RMCR FY2010 Budget.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			50,000
				50,000
To Account		Project		Amount
001-5750-536-4102	POSTAGE/FREIGHT-OUT			50,000
				50,000

Approvals	Dept	Approved By	Date Approved
Originator	57	THOMAS ASHBURN	7/12/2010 3:04:41 PM
DepOffice	57	THOMAS ASHBURN	7/12/2010 3:04:43 PM
DepOfficeTo	57	THOMAS ASHBURN	7/12/2010 3:04:50 PM

Earmarks approved by Commissioners Court
as part of FY 10 Budget Process.

PBO Concurs.

RLC 7/13/10
Prayer Nellis 7/13/10




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Katie Petersen Gipson, Planning and Budget Analyst 

DATE: July 13, 2010

RE: Transfer for to continue Americorps grant program until final contract is awarded

This is a budget amendment to cover personnel costs of the Americorps grant program until a new grant award arrives. At this time the grant contract is expected to go to Commissioners Court for approval in late August 2010. PBO has verified the temporary salary savings to use for this purpose. Once the grant revenue has been certified, these funds will be reclassified to the General Fund so that there will be no impact on the General Fund's ending fund balance. There is a corresponding grant agenda item to allow this grant to continue until the new grant contract is awarded.

Planning and Budget Office recommends approval of this transfer. Please call me at (512) 854-9346 if you have questions.

cc: Sherri Fleming, Executive Manager Health and Human Services
John Bradshaw, HHS
Kimberly Walton, County Auditor's Office
Ellen Heath, County Auditor's Office
Rodney Rhoades, PBO
Leroy Nellis, PBO

Budget Adjustment: 22019

Fyr _ Budget Type: 2010-Reg

Author: 58 - BRADSHAW, JOHN

Created: 7/6/2010 10:13:00 AM

PBO Category: Amendment

Court Date: Tuesday, Jul 20 2010

Dept: HEALTH & HUMAN SERVICES

Just: Other

Permission to Continue funding the AmeriCorps program until the new grant contract is approved.

From Account	Acct Desc	Project	Proj Desc	Amount
001-5833-611-0701	REG SALARIES-PERMNT EMPL			41,852
				41,852
To Account		Project		Amount
001-1800-613-9001	CO. CONTR. TO GRANTS			41,852
				41,852

Approvals	Dept	Approved By	Date Approved
Originator	58	JOHN BRADSHAW	7/6/2010 10:13:12 AM
DepOffice	58	KATHLEEN HAAS	7/6/2010 11:22:28 AM
DepOfficeTo	58	KATHLEEN HAAS	7/6/2010 11:22:42 AM

Revised Mellis 7/13/10




PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst 

DATE: July 7, 2010

RE: Constable, Precinct Four Budget Adjustment transfer from Capital Acquisition Resources (CAR) Reserve.

Constable, Precinct Four has submitted two budget adjustments (BA #22021/22022) to use \$5,955 from the CAR Reserve to cover projected costs to replace a security scanner (\$5,495) and two security screening wands (\$460) that are in use by Constable personnel at the Precinct Four Office Building. This security equipment has been evaluated and determined to be in need of replacement by TCSO Central Command Security (point of contact: Senior Officer Michael D. Digiantonio). These security screening tools are required for both JP Courts and CSCD tenants at the Precinct Four Building and the recommendation is to replace this equipment as soon as possible. PBO concurs and recommends using the CAR Reserve as the source of funds for this equipment. Currently, the CAR Reserve has a balance of \$394,653 with an earmark of \$95,500 outstanding for possible failing vehicles.

cc: The Honorable Maria Canchola, Constable, Precinct Four
Leticia Vallejo, Chief Deputy Constable, Precinct Four
Roger El-Khoury, Lloyd Evans, FMD
Rodney Rhoades, Leroy Nellis, PBO



MARIA CANCHOLA
TRAVIS COUNTY CONSTABLE, PRECINCT FOUR
LETICIA N. VALLEJO ≈ CHIEF DEPUTY

MEMORANDUM

TO: Rodney Rhoades
Leroy Nellis
Randy Lott

FROM: Maria Canchola

DATE: July 1, 2010

SUBJECT: Budget Adjustment Request – Metal Detector

I am hereby making a request of PBO to move \$5,495.00 (MSRP price) from the CAR Reserve, **001-9800-981.98.91** to line item **001-1404-823-8055** for purchase of the Garrett PD6500i magna scanner for security provided by my department here at McKinney Falls. The line item for the purchase of the Garrett Superwand (Model number is 1165800), if you allow the purchase is **001-1404-823-3055**.

The present magna scanner and wands were checked by Senior Officer Michael D. Digiantonio of Central Command Security with the Sheriff's Office. I am attaching his email to us where he states the issues with the metal detector and gives us the Garrett links for the metal detector and wands.

Please forgive that I had neglected to mention the two wands that need to be replaced at this time which he also checked. The MSRP price on the Garrett site for the wands is \$229.95 each of which we need two.



6

Budget Adjustment: 22021

Fyr _ Budget Type: 2010-Reg

Author: 34 - DE LA CRUZ, BERTHA

Created: 7/6/2010 11:35:46 AM

PBO Category: Amendment

Court Date: Tuesday, Jul 20 2010

Dept: RESERVES

Just: RevAdj

For purchase of Metal Detector = \$5495.00 and Wands (2) = \$459.90 (each \$229.95)

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			5,495
				5,495
To Account		Project		Amount
001-1404-823-8055	LAW ENFORCEMENT EQUIPMENT			5,495
				5,495

Approvals	Dept	Approved By	Date Approved
Originator	34	BERTHA DE LA CRUZ	7/6/2010 11:36:06 AM
DepOffice	34	BERTHA DE LA CRUZ	7/6/2010 11:36:34 AM
DepOfficeTo	14	ANGELA DAVIS	7/6/2010 1:35:33 PM

PBD concurs
 RLB Leatt 7/7/10
 Project Hellis 7/13/10

Budget Adjustment: 22022

Fyr_ Budget Type: 2010-Reg

Author: 34 - DE LA CRUZ, BERTHA

Created: 7/6/2010 11:41:02 AM

PBO Category: Amendment

Court Date: Tuesday, Jul 20 2010

Dept: RESERVES

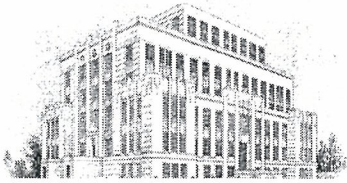
Just: RevAdj

Metal Detector = \$5495.00; Wands (2) = \$459.90 (each \$229.95)

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			460
				460
To Account		Project		Amount
001-1404-823-3055	LAW ENFORCEMENT EQ & SUPP			460
				460

Approvals	Dept	Approved By	Date Approved
Originator	34	BERTHA DE LA CRUZ	7/6/2010 11:41:20 AM
DepOffice	34	BERTHA DE LA CRUZ	7/6/2010 11:41:25 AM
DepOfficeTo	14	ANGELA DAVIS	7/6/2010 1:35:36 PM

Receipt Milled 7/13/10



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

Joe Harlow, Chief Information Officer

314 W. 11th Street, P. O. Box 1748, Austin, Tx 78767 (512) 854-9666 Fax (512) 854-4401

10 JUL 12 AM 10:56

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

Date: July 12, 2010

To: Randy Lott, Budget Analyst

From: Joe Harlow, Chief Information Officer *Joe Harlow*

Subject: Budget Adjustment – Maintenance Line Item

The attached budget adjustment is to transfer maintenance line item savings to offset expected shortages in various line items. The maintenance savings related primarily to IBM hardware and software support. A significant portion of this savings was caused with the Tiburon Version 7 upgrade and the migration to a windows platform. With this upgrade Travis County was able to remove older higher maintenance cost hardware and software. These reductions have been taken into consideration in the preparation of the FY 11 Budget.

The attached budget transfer reflects the corrected alignment of the funds addressed above. Pursuant to budget rules this transfer requires Commissioners Court approval due to the fact that these funds are being transferred from a Central Line Item.

Should you have further questions or require additional information, please contact me.

Cc: Walter LaGrone, ITS

Budget Adjustment: 22066

Fyr _ Budget Type: 2010-Reg

Author: 12 - MACIK, NICHOLAS

Created: 7/9/2010 10:31:29 AM

PBO Category: Transfer

Court Date: Tuesday, Jul 20 2010

Dept: INFORMATION & TELECOMMUNI

Just: CommCodeRq

Maintenance Line Item Savings (IBM HW & SFW)

From Account	Acct Desc	Project	Proj Desc	Amount
001-1230-523-5002	MAINTENANCE AGREEMENTS-DP			213,500
				213,500
To Account		Project		Amount
001-1230-523-6099	OTHER PURCHASED SERVICES			73,000
001-1230-523-3002	SOFTWARE			64,000
001-1230-523-4007	CONSULTING			76,500
				213,500

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	7/12/2010 10:02:23 AM
DepOffice	12	NICHOLAS MACIK	7/12/2010 10:06:20 AM

Savings verified.

PBO concurs.

All set 7/13/10

Project Meltis 7/13/10




PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst 

DATE: July 7, 2010

RE: Constable, Precinct One Budget Adjustment transfer from salary line item to an operating line item.

Constable, Precinct One has submitted a budget adjustment (BA #21988) to use \$8,800 in salary savings from their POPs line item to cover projected expenditure overages in their Law Enforcement Equipment, Other Purchased Services and Training and Seminars operating line items to cover end of the year costs for Accurant online research services, training and ammunition for the deputies. Previously, the office has covered the overages using other operating line items and temporary salary savings and is attempting to do so again in FY 10. With an increased operational tempo and new budget rules greatly limiting the use of temporary salary savings, the office does not have the flexibility in its current budget to absorb this increase. These overages were not discovered until after the office came to Commissioners Court for a similar issue on June 1, 2010 for Cellular Air Time overages. PBO has confirmed that the salary savings are available and acknowledges that the office currently does not have another source of resources to pay for the FY 10 expenditures. PBO is working with the office for the FY 11 Budget process to ensure that these line items will be adequately resourced for the next budget year.

However, PBO has placed this as a Discussion item for Commissioners Court deliberation under Budget Adjustments and Transfers since, according to the FY 10 Travis County Budget Rules (General Budget Adjustment Guidance), "PBO will not recommend a budget adjustment from salary line items to an operating line item unless the expenditure is for corrections medical services, nursing services, Juvenile Probation services, or for contracted services while the position is being recruited. Additionally, transfers from personnel line items will be limited to temporary replacements while recruiting for the permanent position."

cc: The Honorable Danny Thomas, Constable, Precinct One
Craig Howard, Chief Deputy Constable, Precinct One
Dedric Knox, Gwen Doyle, Constable Precinct One Office
Rodney Rhoades, Leroy Nellis, PBO

11

DANNY THOMAS
CONSTABLE PRECINCT ONE
TRAVIS COUNTY



1811 SPRINGDALE ROAD, STE. 120
AUSTIN, TEXAS 78721
(512) 854-7510 FAX (512) 929-0981

Memo:

July 6, 2010

Randy,

Please transfer 4,800 into line item 001-3101-566-6099. This line item is use to cover researches through Accurant. Due to increase on warrant research and all deputies having access the bill has increase.

Please transfer 2,500 into line item 001-3101-566-6504 and 1,500 into line item 001-3101-566-3055. This line item is utilize to cover expenses for training and ammunition for the deputies.

Thanks

A handwritten signature in black ink, appearing to read "Gwendolyn Doyle".

Gwendolyn Doyle
Office Manager
Constable, Pct 1
Travis County, Texas
Office (512) 854-7522
Fax (512) 929-0981
gwen.davis@co.travis.tx.us

"A VISION THAT EMPOWERS THE COMMUNITY"

12

Budget Adjustment: 21988

Fyr _ Budget Type: 2010-Reg

Author: 31 - DOYLE, GWENDOLYN

Created: 7/1/2010 12:50:42 PM

PBO Category: Discussion

Court Date: Tuesday, Jul 20 2010

Dept: CONSTABLE 1

Just: CommCodeRq

In order to pay unprojected fees BA required

From Account	Acct Desc	Project	Proj Desc	Amount
001-3102-566-0712	POPS SALARIES			8,800
				8,800
To Account		Project		Amount
001-3101-566-3055	LAW ENFORCEMENT EQ & SUPP			1,500
001-3101-566-6099	OTHER PURCHASED SERVICES			4,800
001-3101-566-6504	TRAINING & SEMINARS			2,500
				8,800

Approvals	Dept	Approved By	Date Approved
Originator	31	GWENDOLYN DOYLE	7/1/2010 12:50:47 PM
DepOffice	31	GWENDOLYN DOYLE	7/1/2010 12:50:50 PM

Temp Salary Savings verified.
 [Signature] but 7/7/10
 through Kelly's 7/13/10




PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst 

DATE: July 7, 2010

RE: Constable, Precinct Three Budget Adjustment transfer from salary line item to Constable, Precinct Two operating line item.

Constable, Precinct Three has submitted a budget adjustment (BA #21831) to use \$7,000 in salary savings from their POPs salaries line item to cover expenses (salary and operating expenses) related to dispatch services, run out of the Constable, Precinct Two offices, that are being used by Constables, Precinct One, Two and Three. PBO has confirmed that the salary savings are available.

However, PBO has placed this as a Discussion item for Commissioners Court deliberation under Budget Adjustments and Transfers since, according to the FY 10 Travis County Budget Rules (General Budget Adjustment Guidance), "PBO will not recommend a budget adjustment from salary line items to an operating line item unless the expenditure is for corrections medical services, nursing services, Juvenile Probation services, or for contracted services while the position is being recruited. Additionally, transfers from personnel line items will be limited to temporary replacements while recruiting for the permanent position."

cc: The Honorable Adan Ballesteros, Constable, Precinct Two
The Honorable Richard McCain, Constable, Precinct Three
George Morales, Chief Deputy Constable, Precinct Two
Stacy Suits, Chief Deputy Constable, Precinct Three
Rodney Rhoades, Leroy Nellis, PBO



ADAN BALLESTEROS

TRAVIS COUNTY CONSTABLE PRECINCT 2

10409 Burnet Road, Suite 150 Austin, TX. 78758-4418
Phone: (512) 854-9697 Fax : (512) 854-9196



RE: BA 21831

BA 21831 is intended to cover operating expenses for Pct.2 dispatch services that are provided to Pct.3 and Pct.1. The money covers salary for the dispatcher and will also be used to offset expenses for wireless communication equipment and additional visinet licenses that were needed to make the dispatch services function properly. There have been instances where additional days of dispatch coverage have been requested and provided, this is also intended to cover those costs.

If you need additional information on this feel free to contact myself or Chief Morales at any time. It is best to contact us via cell phone as we both move around quite a bit.

Thanks,
Bryon Curtis
Office Manager
Travis County Constable Pct.2
Adan Ballesteros – Constable

Contact Numbers: Chief Morales – Desk ext:44511 Cell: 565-6976
Bryon Curtis – Desk ext: 46372 Cell: 431-7534

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Budget Adjustment: 21831

Fyr _ Budget Type: 2010-Reg

Author: 33 - RYDEN, LORETTA

Created: 6/21/2010 1:44:36 PM

PBO Category:

Court Date: None

Dept: CONSTABLE 3

Just: InterDpXfr

From Account	Acct Desc	Project	Proj Desc	Amount
001-3302-568-0712	POPS SALARIES			7,000
				7,000
To Account		Project		Amount
001-3201-567-6099	OTHER PURCHASED SERVICES			7,000
				7,000

Approvals	Dept	Approved By	Date Approved
Originator	33	LORETTA RYDEN	7/1/2010 11:53:51 AM
DepOffice	33	LORETTA RYDEN	7/1/2010 11:53:56 AM
DepOfficeTo	0	Automatic	7/7/2010 5:45:01 AM

Temp Salary Savings verified
 RAC lost 7/7/10
 Margaret Nellis 7/13/10

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
\$4	HHS	7/1/2010	Liquidate Prior Year Purchase Order
(\$5,000)	TNR	7/6/2010	Wild Basin Preserve Mgmt Fee to St. Ed's
(\$2,500)	PBO	7/6/2010	Court direction; related to item #28, 6/29/10
(\$600,000)	Civil Courts	7/13/2010	Legal Mandated Fees
\$374,419	Current Balance		

Allocated Reserve Status (001-9800-981-9892)**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
(\$200,000)	Court Appointed Attorney Fees-Capital Cases
(\$12,877)	Overtime for FACTS Training/Implementation
(\$8,268)	Overtime for FACTS Training/Implementation
(\$7,300)	Miscellaneous Recurring Expenses-Operating
(\$697,233)	Total Possible Future Expenses (Earmarks)

(\$322,814) Remaining Allocated Reserve Balance After Possible Future Expenditures

\$3,173,800 Projected Reversal of Reimbursement Resolutions

\$2,850,986 Projected Allocated Reserve Balance After Earmarks and RR Reversals

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 (\$22,288)	Facilities	5/25/10	Beginning Balance Maintenance of Bldg.
\$20,804 Current Reserve Balance			

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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	Web Browser Software-Reverse Reimbursement Resolution
\$31,462,524 Current Reserve Balance			

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

07-20-10

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

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

- a) Annual grant contract with the Office of Attorney General of Texas for the Information and Telecommunications Department to be reimbursed for costs associated with Travis County's continuing participation in the Statewide Automated Victim Notification Service (SAVNS);
- b) Annual grant contract with the Auto Burglary and Theft Prevention Authority to continue the Sheriff's Combined Auto Theft Task Force program in the Sheriff's Department;
- c) Permission to continue the Americorps grant program in the Health and Human Services Department until a new grant award is received from the Corporation for National and Community Service.

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

7/20/2010

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>Contracts</i>											
a 12	SAVNS Statewide Victim Notification Service	9/1/2010 - 8/31/2011	\$26,333	\$0	\$0	\$26,333	0	R	S	16	
b 37	SCATTf- Sheriff's Combined Auto Theft Task Force	9/1/10- 8/31/11	\$616,867	\$319,936	\$0	\$936,803	11	R	EC	36	

Permission to Continue Information

Dept	Grant Title	Grant Period	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE	PBO Notes	Auditor's Assessment	Page #	ARRA
c 58	AmeriCorps	8/1/2010 - 7/31/2011	\$41,852	\$41,852	\$83,704	24	R	C	43	

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>

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	ple	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
55	Office of Child Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	6/29/2010
55	Office of Parental Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	6/29/2010
37	SCATTF - Sheriff's Combined Auto Theft Task Force (REVISED)	9/1/2010 - 8/31/2011	\$616,867	\$319,936	\$0	\$936,803	11	7/6/2010
58	Coming of Age (formerly RSVP) Federal	10/1/2010-9/30/11	\$63,119	\$18,935	\$0	\$82,054	0.59	7/13/2010

58	Coming of Age (formerly RSVP) State	9/1/10- 8/31/11	\$23,800	\$23,800	\$0	\$47,600	0	7/13/2010
			<hr/>					
			\$53,424,154	\$4,351,548	\$630,623	\$58,128,134	80.35	

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

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	AmeriCorps	8/1/2009 - 7/31/2010	\$278,239.01	\$269,446.00	\$10,160.00	\$557,845.01	20	6/29/2010
58	Communties Putting Prevention to Work (Tobacco Cessation)	6/11/10-6/10/12	\$120,000	\$0	\$0	\$120,000	1.5	7/13/2010
			<hr/>					
			\$27,985,137	\$4,051,575	\$174,664	\$32,201,376	53.83	

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.

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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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

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

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

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

Outstanding Grant Applications		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
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.

GRANT SUMMARY SHEET

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

Department/Division:	Information and Telecommunications Systems Department
Contact Person/Title:	Sandra Gottner/Project Manager
Phone Number:	854-4836

Grant Title:	SAVNS Statewide Automated Victim Notification Service		
Grant Period:	From:	9/1/2010	To: 8/31/2011
Grantor:	Attorney General of Texas		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input 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	<i>County Match</i>	In-Kind	TOTAL
Personnel:						\$0
Operating:	26,333					26,333
Capital Equipment:						0
Indirect Costs:						0
Total:	\$26,333	\$0	\$0	\$0	\$0	\$26,333
FTEs:						0.00

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	E.H.	Ellen Heath
County Attorney	<input checked="" type="checkbox"/>	B.W.	Barbara Wilson

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
Applicable Depart. Measures		12/31/09	3/31/10	6/30/10	9/30/10	
Provide Access for Victims	Yes					Yes
Measures For Grant						
Provide Offender Data to Apriss via Data Load	Every 15 minutes	Yes	Yes	Yes	Yes	Every 15 minutes
Victim Registrations	1200	325	335	391 (est)	350 (est)	1400
Outcome Impact Description	Victim registrations for victims of Travis County Jail offenders					
Victim Notifications	1800	530	530	542 (est)	535 (est)	2120
Outcome Impact Description	Phone, email, and letter notification events to victims of Travis County Jail offenders					
Offender Inquiries	2,780,000	668,089	683,452	643,909 (est)	660,000 (est)	2,660,000
Outcome Impact Description	Online and phone inquiries State-wide for all agencies					

PBO Recommendation:

PBO recommends approval for this grant contract.

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

This grant will provide for the reimbursement of costs associated with Travis County's continuing participation in the Statewide Automated Victim Notification Service (SAVNS). This system, similar to the current VINE system will allow for victims to access information as well as receive automatic notification of a change in the status of an offender.

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

The department is committed to providing access to inmate data to the state through the contract vendor for access to victims. Current indication is that withstanding any revision to the funding provided to the state, the program will continue.

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

No matching funds are required as the county is only seeking reimbursement of costs associated with vendor fees.

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

N/A

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

There is no formal commitment required of the County to continue this grant.

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

Continuing program.

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

Currently offender information and notification are provided through the VINE system which Travis County, and several other counties, piloted throughout the state. With the success of these programs the decision was made to provide statewide participation under the new system. This will allow a victim to access an all-inclusive system from one toll-free number rather than having only partial coverage from participating counties, all with different ways to access the information.

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY
FOR THE STATE FISCAL YEAR 2011**

OAG Contract No. 1121680

THIS GRANT CONTRACT is executed between the Office of the Attorney General of Texas (OAG) and Travis County (GRANTEE) for certain grant funds. The Office of the Attorney General and GRANTEE may be referred to in this contract individually as a “Party” and collectively as the “Parties.”

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To accomplish the public purpose, the OAG will reimburse GRANTEE for certain cost incurred in the implementation and operation of its portion of the SAVNS. To ensure a standard statewide service to all interested counties, including GRANTEE, the OAG will reimburse GRANTEE for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Proposals (RFP) for Statewide Automated Victim Services May 15, 2009. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2009 to August 31, 2011, with an option to extend up to an additional two years. The Vendor Certification includes a “Detail of Services”, containing a detail description of services to be provided by the Certified Vendor as well as the Pricing Model, all comprising the “Vendor Certification Documents” The vendor certified to provide the services is Appriss, Inc., (“Certified Vendor”), a Kentucky corporation authorized to do business in Texas.

SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT

2.1 Service Period (Term). The Service Period (Term) of this contract shall commence on the later of September 1, 2010 or the date of the signature by the OAG executing this contract, (being the date shown on this contract as the date executed by OAG); and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2011.

2.2 Option to Extend Service Period (Term). This contract may be extended for an additional Service Period (Term) by a written amendment executed with the same formalities as this contract. Extending the Service Period (Term) does not increase the contract amount. Any increase in the

contract amount must also be by written amendment executed with the same formalities as this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan". The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendor=s performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor. GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. In particular, GRANTEE will execute a Services Agreement or a Service Agreement Renewal Notice with the Certified Vendor, for the Service Period (Term) of this contract; verify that the GRANTEE input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis. The standard to define whether the data is timely and accurate should be determined by the GRANTEE; establish a SAVNS "Log" for GRANTEE to use for the purpose of recording all problems noted with the SAVNS system; to whom the problem was referred, and when the problem was resolved and allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor=s performances.

3.5 Data Extract. To the extent permitted by law, GRANTEE agrees to provide the OAG with a copy of data transmitted by GRANTEE to the Certified Vendor. GRANTEE authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor GRANTEE performance and the Certified Vendor=s performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

3.6 Scope of Services. For the purpose of this contract, the requirements, duties and obligations

contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good-and-workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional reports or statistical information from GRANTEE.

4.1.2. Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information, including but not limited to information relating to the services rendered by the Certified Vendor, may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect

all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on a basis consistent with state law.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Program Reports

4.2. GRANTEE shall cooperate fully in any fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees. GRANTEE shall submit service delivery reports, contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Request for Reimbursement. OAG Grant funds are paid on a cost reimbursement basis. GRANTEE will submit to the OAG a request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. The OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed GRANTEE's Services Agreement Renewal Notice with the Certified Vendor for the time period covered by the pre-reimbursement funding request;
- b. An invoice from the Certified Vendor which includes the dates covered under the Maintenance Phase;
- c. A completed OAG form titled Verification of Continuing Production Record;
- d. An invoice to the OAG that complies with the requirements of the OAG Template Invoice; and
- e. A written justification explaining the need for pre-reimbursement funding.

The GRANTEE should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the GRANTEE'S obligation to pay matures. The OAG will not provide pre-

reimbursement funds any sooner than thirty (30) calendar days prior to the payment becoming due and payable under the GRANTEE's Service Agreement with the Certified Vendor. The GRANTEE must pay the Certified Vendor within sixty (60) days of receiving the pre-reimbursement funding from the OAG.

4.3.4 Audit Reports and Other Documents. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – “timely” means on or before May 31, 2011, (and, if this contract is extended, on or before May 31, 2012 and May 31, 2013), for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contact an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 One Time Submission of Invoice for Request for Reimbursement to the OAG. GRANTEE is responsible for submitting its invoice to the OAG in an accurate and timely manner. The OAG will make all reasonable efforts to promptly process and make payment on a properly completed invoice. Upon submission and approval of the GRANTEE's request for reimbursement, the GRANTEE will receive up to the full amount of “Total Grant Funds Available” as noted in Exhibit A.

Complete invoice submission instructions are described in the Texas SAVNS Program Request Procedures for FY 2011 Maintenance Expenses packet. The form of any invoice for reimbursement of expenses submitted must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG may from time to time require different or additional supporting documentation.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs for GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE

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shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG for FY 11 is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract. Any change to the maximum liability of the OAG must be supported by a written amendment to this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract and specifically amending this provision. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in the attached Exhibit A.

5.3 Reimbursement of Grantee Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an

entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract.

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4; Section 7; Section 11; and Section 12.

If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG to the GRANTEE under this contract.

6.4 Rights Upon Termination or Expiration. Upon termination or expiration of this contract, the OAG will not reimburse GRANTEE, if after the notice of termination or expiration of this contract, the GRANTEE thereafter receives services from the Certified Vendor and seeks reimbursement for that time period from the OAG.

6.5 Notice to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. GRANTEE agrees that GRANTEE's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.4 Access. GRANTEE shall grant access to and make available copies of all data extracts described in Section 3.5, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of GRANTEE to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this contract shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract.

GRANTEE shall provide physical access, with reasonable prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

7.5 Location. Any audit of documents listed in Section 7.4 shall be conducted at the GRANTEE's principal place of business and/or the location(s) of the GRANTEE's operations during

the GRANTEE's normal business hours and at the OAG's expense. GRANTEE shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 7.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG may require submission of information via facsimile or in an electronic format, including via the internet and/or a web-based data collection method. Unless otherwise indicated by the OAG in writing, the submission of information to the OAG will be by hard-copy to the addresses listed as follows:

8.1 Information, Excluding Invoices. All correspondence, reports or notices, except invoices, must be submitted to:

Grants Management
Office of the Attorney General
Grants Administration Division, Mail Code 004
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Invoices. All invoices must be submitted to:

Grants Financial Management
Office of the Attorney General
Grants Administration Division, Mail Code 004
Post Office Box 12548
Austin, Texas 78711-2548

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with the terms of this contract may result in the OAG, at

its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor=s Budget and Planning Office. GRANTEE agrees to comply with the applicable Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122 relating to cost principles; OMB Circular 1-110 relating to administrative Requirements; and OMB Circular 1-133 relating to audit requirements. GRANTEE also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart A, ___14, State Assurances.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to accounting principles which comply with OMB Circular A-87 and OMB Circular A-133 and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed

under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

10.6 Certifications and Assurances. Exhibit B, attached hereto and incorporated herein, and is applicable to this contract. GRANTEE agrees to strictly comply with the requirements and obligation described in Exhibit B.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that any contractor of GRANTEE performing services related to this contract will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by the Texas Constitution without prior encumbrance, GRANTEE or GRANTEE's contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties; further, to the extent allowed by the Texas Constitution without prior encumbrance, that GRANTEE and/or GRANTEE's contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of the actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by the Texas Constitution without prior encumbrance, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability,

actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the GRANTEE, its employees, representatives, agents, or GRANTEE's contractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the OVAG grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

11.8 No Grants to Certain Organizations. Consistent with the OAG's Appropriation, Rider 12, in S.B. No. 1, Article I, Victims Assistance Grants, 81st Leg. Reg. Sess. (2009), GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or

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endorse candidates.

11.9 No Waiver of Sovereign Immunity. To the extent allowed by law, the Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, and to the extent allowed by law, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits This contract, including Exhibits A and B, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Exhibit A and B are attached and incorporated herein. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including Exhibits A and B.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or

conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL

GRANTEE

Attorney General or designee

Judge Samuel Biscoe

Printed Name

Printed Name

Date: _____

Date: _____

EXHIBIT A

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY
FOR THE STATE FISCAL YEAR 2011**

OAG Contract No. 1121680

Population Size: Large

The OAG will reimburse GRANTEE for allowable SAVNS expenditures as follows:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	\$26,333	\$ 0	12	\$26,333

Limitation of Liability of the OAG. The total liability of the OAG to GRANTEE for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG to the GRANTEE for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed:

TWENTY-SIX THOUSAND THREE HUNDRED THIRTY-THREE and NO/100 DOLLARS (\$26,333)

Maximum Number of Months. The maximum number of months is provided above. If this contract does not commence before September 1, 2010, then the portion of any partial month thereafter will be a prorated amount of the monthly amount as determined by the OAG. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

EXHIBIT B

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY
FOR THE STATE FISCAL YEAR 2011**

OAG Contract No. 1121680

**The Uniform Grant Management Standards ("UGMS"), Part III, Section _____.14;
Promulgated by the Office of the Governor, State of Texas,
Establish the following assurances applicable to recipients of state grant funds:**

- (1) GRANTEE must comply with Texas Government Code, Chapter 573, Vernon=s 1994, 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 person 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 other 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.
- (2) GRANTEE 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, Vernon=s 1994, unless otherwise expressly prohibited by law.
- (3) GRANTEE must comply with Texas Government Code, Chapter 551, Vernon=s 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) GRANTEE must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) No health and human services agency or public safety or law enforcement agency may contract 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.
- (6) GRANTEE 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 the process of achieving compliance with such rules.
- (7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. GRANTEE shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
- 8) GRANTEE 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. GRANTEE shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) GRANTEE will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (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.

(10) GRANTEE, as applicable, will comply, 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 sub agreements.

(11) GRANTEE, as applicable, 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.

(12) GRANTEE 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.

(13) GRANTEE 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.

(14) GRANTEE, as applicable, 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. (EO 11738).

(15) GRANTEE, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) GRANTEE, as applicable, will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ' ' 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. ' 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) GRANTEE, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ' ' 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) GRANTEE, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) GRANTEE, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) GRANTEE, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ' ' 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) GRANTEE, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) GRANTEE, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) GRANTEE, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) GRANTEE, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) GRANTEE must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

GRANT SUMMARY SHEET

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

Department/Division:	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	<i>County Match</i>	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
Applicable Depart. Measures		12/31/09	3/31/10	6/31/10	9/30/10	
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.					

PBO Recommendation:

PBO recommends approval of this grant contract. The match is fully funded in the Sheriff Department's FY11 budget.

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.

No. Additional funding would be requested.

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.



4000 Jackson Avenue
Austin, Texas 78731
Telephone: (512) 374-5101 Facsimile: (512) 374-5110

MEMORANDUM

TO: Project Directors
Automobile Burglary and Theft Prevention Authority (ABTPA) Grants

FROM: Charles Caldwell, Director
Automobile Burglary and Theft Prevention Authority

SUBJECT: ABTPA Grant Award Documents

The enclosed packet contains important documents concerning a grant awarded to your agency by ABTPA. In a separate letter, the authorized official designated in your grant application has been informed of the award.

Also for your information, please be advised that, under separate cover, the designated financial officer has been sent a copy of the documents enclosed in this letter; a set of Request of Funds forms which need to be sent to the ABTPA office; and reference documents, if applicable.

The documents provided should be read carefully and kept in your permanent records. The documents included are listed below:

1. Original Grant Award Letter.
2. Original Statement of Grant Award which lists the Special Conditions which need to be met prior to release of funds.
3. Original Acceptance Notice.
4. Original Budget Digest.

The Statement of Grant Award contains a copy of the Approved Budget Summary, which reflects the final grant budget. **This approved budget may or may not be exactly the same as the budget contained in the grant application originally submitted to ABTPA. Because of this, you should compare this document with the application to familiarize yourself with any changes that may have occurred.**

Please read carefully the approved budget summary and if there are any corrections contact ABTPA before the Acceptance Notice is signed.

If I can be of assistance, please call 512/374-5108.

ORIGINAL



June 24, 2010

Honorable Samuel T. Biscoe
Travis County Judge
Travis County
P.O. Box 1748
Austin, Texas 78767

Re: GRANT NBR: SA-T01-10069-11 YEAR OF FUNDING: 18
APPLICATION: Travis County
TITLE: Sheriff's Combined Auto Theft Task Force
AMOUNT: \$ 616,867

Dear Judge Biscoe:

I am pleased to inform you that the above referenced grant is approved in the amount indicated. The grant award must be accepted within 30 days by completing and returning the enclosed grantee acceptance notice to the Texas Automobile Burglary & Theft Prevention Authority. A copy of the Automobile Burglary & Theft Prevention Authority's Grant Administrative Guide is being forwarded under separate cover to the financial officer designated in your grant application.

I look forward to working with you to ensure the success of your program. Any questions relating to the administration of this grant should be directed to our office by calling the Grant Administrator, Jan Gregg (512) 374-5107.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Caldwell", written in a cursive style.

Charles Caldwell
Director, ABTPA

**Texas Automobile Burglary and Theft
Prevention Authority
Statement of Grant Award**

Grant Number: SA-T01-10069-11
Grantee Name: Travis County
Project Title: Sheriff's Combined Auto Theft Task Force (SCATTF)
Grant Period: 09/01/2010 - 08/31/2011

ABTPA Award: \$616,867
Grantee Cash Match: \$319,936
Grantee In-Kind Match: \$0
Total Project Cost: \$936,803

The Texas Automobile Burglary and Theft Prevention Authority (ABTPA) has awarded the above-referenced grant. The approved budget is reflected in the attached Approved Budget Summary. This grant is subject to and conditioned upon acceptance of the ABTPA Grant Application and Administration Guidelines (Guide) promulgated for this specific program fund (referenced above) through the Automobile Burglary and Theft Prevention Authority. Applicable special conditions are contained in the Guide or cited below. Total project costs must be accounted for in accordance with the Uniform Grant and Contract Management Standards and the Guide.

GRANTEE REQUEST FOR FUNDS

All Grantee request for funds shall be submitted to ABTPA in accordance with the instructions provided by ABTPA and shall be in the form required by ABTPA. Requests for funds will not be honored until all special conditions outlined on the Statement of Grant Award and that required action on the part of the grantee have been satisfied.


GRANT ADJUSTMENTS

Grantee shall submit written requests for grant adjustments, as required by the applicable ABTPA Rule contained in the Grant Application and Administration Guidelines for this specific program fund.

Special Conditions and Requirements:

Interagency Agreement and Approval

6-16-2010
AWARD DATE



CHARLES CALDWELL

Automobile Burglary and Theft Prevention Authority
4000 Jackson Avenue, Austin, Texas 78731 512/374-5101

Texas Burglary and Automobile Theft Prevention Authority Approved Budget Summary

Grant Number:	SA--T01-10069-11	Region:	1200
Grantee:	Travis County	Date:	06/24/10
Project Title:	Sheriff's Combined Auto Theft Task Force (SCATTF)		
Grant Period:	09/01/2010 to 08/31/2011		
Funding Source:	Auto Burglary & Theft Prevention Authority		

	ABTPA	Cash Match	In-Kind	TOTAL
A. Personnel:	\$608,007	\$319,936	\$0	\$927,943
B. Contractual:				\$0
C. Travel:	\$8,860			\$8,860
D. Equipment:				\$0
E. Supplies:				\$0
F. Indirect:				\$0
Total:	\$616,867	\$319,936	\$0	\$936,803

Budget Detail:

- A.** Sergeant \$87,028; Field Agent-Bastrop \$47,272; Field Agent-Colorado Co. \$40,824; Field Agent-Comal Co. \$66,306; Field Agent-Guadalupe Co. \$47,133; Field Agent-Hays Co. \$63,182; Field Agent-Travis Co. \$79,293; Field Agent-Travis Co. \$79,293; Field Agent-Wharton Co. \$48,663; Public Awareness Coordinator \$39,013; Overtime \$10,000
- C.** In-State:
ABTPA Conference \$2,927; Border Solutions \$514; TAVTI Conference \$4,300
Out of State:
IATTI \$1,119

TEXAS AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY

GRANTEE ACCEPTANCE NOTICE

AGREEMENT:

That whereas **TRAVIS COUNTY**, hereinafter referred to as Grantee, has heretofore submitted a grant application to the Automobile Burglary and Theft Prevention Authority, State of Texas, entitled **Sheriff's Combined Auto Theft Task Force**, and further identified by grant number **SA-T01-10069-11**; and

Whereas the Automobile Burglary and Theft Prevention Authority has approved the grant application as evidenced by the Statement of Grant Award from the Automobile Burglary and Theft Prevention Authority dated 06/16/10, certain special requirements; and

Whereas, the Grantee decides to accept the grant award, the Uniformed Grant and Contract Management Standards, and special requirements as evidenced by the Statement of the Grant Award;

Now, therefore, the Grantee accepts the aforementioned Statement of Grant Award, the Uniformed Grant and Contract Management Standards and special requirements in the grant application and the Statement of Grant Award as evidenced by the agreement, executed by the project director, the financial officer, and the official authorized to sign the original grant application, or the official's successor, as presiding officer of and on behalf of the governing body of this grantee; and

Now, therefore, the Grantee shall designate either the project director or the financial officer to coordinate and be solely responsible for submission of adjustments pertaining to both program and financial elements of the application, and the POSITION authorized to submit adjustments is Major Phyllis Clair, Project Director.


NON-LOBBYING CERTIFICATION:

We, the undersigned, certify that none of the grant funds, regardless of their source or character, including local cash assumption of cost funds, shall be used in any manner to influence the outcome of any election or the passage or defeat of any legislative measure.

A finding that a grantee has violated the certification shall result in the immediate termination of funding of the project and the grantee shall not be eligible for future funding from the Automobile Burglary and Theft Prevention Authority.

Certified By:

Date: _____



Signature of Project Director

Signature of Financial Officer

Phyllis Clair, Major

Name & Title

Susan Spataro, County Auditor

Name & Title

PO Box 1748

Official Agency Address

PO Box 1748

Official Agency Address

Austin, TX 78767 512.854.9759

City/Zip Code/Telephone Number

Austin, TX 78767 512.854.9125

City/Zip Code/Telephone Number

Signature of Authorized Official

Samuel T. Biscoe, County Judge

Name & Title

PO Box 1748

Official Agency Address

Austin, TX 78767 512.854.9555

City/Zip Code/Telephone Number

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GRANT SUMMARY SHEET

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

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

Grant Title:	AmeriCorps		
Grant Period:	From:	8/1/2010	To: 7/31/2011
Grantor:	Corporation for National and Community Service (through the OneStar Foundation)		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	293,298			158,735	68,791	520,824
Operating:	1,984			5,680	36,065	43,729
Capital Equipment:						0
Indirect Costs:						0
Total:	\$295,282*	\$0	\$0	\$164,415	\$104,856	\$564,553
FTEs:	24					24

*This is the amount of grant funds going to Travis County. The OneStar Foundation receives an administrative fee of \$3,085. The amount shown on the grant contract is \$298,367.

Permission to Continue Information				
Funding Source (Account number)	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE
001-5833-611-0701	\$41,852	\$41,852	\$83,704	24

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

Performance Measures Applicable Department Measures**	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Educational Program Participants	77,000					77,000

43

Measures For Grant***						
AmeriCorps members successfully completing national service training	32					32
	The training gives AmeriCorps members knowledge about national service and their job duties that allows them to competently perform their service activities. The training develops an ethic of service among the members. All members must complete the training in order to serve in the program. (Members who complete the training and their term of service answer a written survey about their experience and the likelihood of them using the skills they have learned in the future. The outcome measure is at least 75% of survey respondents state that they will use the skills they have developed in future education, service, or employment opportunities.)					
AmeriCorps member service hours	34,800					34,800
	This measure shows the number of service hours the AmeriCorps members are providing to the community.					
Students enrolled in after-school programs for a minimum of one year	1,500					1,500
	At least 300 students will score as well or better than their peers in the science section of a standardized assessment tool. (AISD provides the assessment scores.)					
Percentage of AmeriCorps members who complete training and their terms of service and report gaining skills that they will use in the future	75%					75%
	One of the goals of the AmeriCorps program is to provide members with skills they can use after they leave.					
Percentage of students enrolled in the after-school program for a minimum of one year who score as well or better than their peers in the science section of a standardized assessment tool	20%					20%
	AmeriCorps members are used to augment staff in a science-based after-school program with the goal of increasing students' knowledge of the subject as reflected in test scores.					

** This measure is reported annually.

*** These measures are reported every six months.

PBO Recommendation:

Health and Human Services requests Commissioners Court approval of a permission to continue the Americorps Grant Program until the FY 11 grant contract is executed. The grant funds Americorps members to support the activities of the Texas AgriLife Extension's 4-H capital program. Travis County has already received notice of the award for FY 11 and the department is waiting to receive the contract. Please see attached departmental memo for additional details. The Commissioners Court has typically approved a permission to continue while awaiting the final contract for the grant around this time of year.

Health and Human Services is internally funding the \$83,704 through two transfers to continue the program from their operating budget. These funds will be returned to the General Fund once the contract is executed. PBO is under the assumption the contract will be ready and the General Fund resources used to temporarily continue the program will be returned to the General Fund before the close of FY 10.

PBO recommends Commissioner Court approval of this request to avoid a gap in service.

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

Travis County 4H CAPITAL uses the AmeriCorps members to expand its after-school programs.

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

There are no county funding requirements once the grant ends. There is a cash and in-kind match required while the grant is in progress.

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

The grant requires a cash and in-kind match totaling \$269,271. These matches will come from 4H CAPITAL, the Texas AgriLife Extension Service, and TCHHSVS. The grant is revenue neutral. It will not increase the General Fund budget.

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

The grant allows for a 4% indirect cost allocation for the county and 1% (\$3,085) for the OneStar Foundation. The county is not claiming its 4% allocation because this would raise the cost per FTE from its current \$14,829 to \$15,444 and make it uncompetitive. The OneStar Foundation must maintain an average cost per FTE of \$12,600 across all AmeriCorps programs in the state.

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.

Travis County 4H CAPITAL will continue to offer after-school programs once the grant ends but not at as many locations.

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

NA

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

The grant allows 4H CAPITAL to increase the number of sites where it offers after-school programs without increasing General Fund expenditures. This increases the departmental performance measure for educational program participants.



**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: July 6, 2010
TO: Members of the Commissioners Court
FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
SUBJECT: Travis County Health and Human Services and Veterans Service
Permission to continue funding the AmeriCorps Program

Proposed Motion:

Consider and take appropriate action on the request of TCHHSVS to allocate \$83,704 from the General Fund to continue funding the Travis County CAPITAL AmeriCorps Project until the FY'11 grant contract is executed.

Summary and Staff Recommendations:

The Travis County 4-H CAPITAL AmeriCorps Program has served more than 15,000 area youth since its inception. During this time, 91 AmeriCorps members have received career and professional development while contributing more than 112,000 service hours. AmeriCorps members work with 4-H CAPITAL staff to expand after-school programs and summer camps in the Austin Independent School District.

The \$83,704 from the General Fund will pay the salary and benefits of four full-time county employees funded by the grant as well as 32 AmeriCorps members until the new grant contract is executed. The grantor should send the new contract for \$295,282 by the end of July. The grant will reimburse the General Fund expenditure.

TCHHSVS staff recommends approving the continuation of funding.

Budgetary and Fiscal Impact:

The \$83,704 will come from salary savings for Slot 231 which is currently vacant. The money is in line item 001-5833-611-0701. This funding will be used to fund the revenue and expenditure budget for one month of salary and benefits and will be reclassified and rebudgeted back to the original General Fund account upon execution of the AmeriCorp grant contract.

Issues and Opportunities:

Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. AmeriCorps members provide much-needed staff to increase the number of after-school programs in Travis County as well as enhance existing programs. Travis County 4-H CAPITAL programs differ from more traditional programs by offering hands-on activities that reinforce key concepts in the curriculum.

Background:

The FY'11 grant contract runs from 8/1/10 – 7/31/11.

Cc: Robert Richter, Director, Texas AgriLife Extension Service
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing Office

Item #

17

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for **VOTING SESSION: July 20, 2010**

A. REQUEST MADE BY: Sheriff Greg Hamilton
(Elected/Appointed Official/Executive Mgr/County Attorney)

REQUESTED TEXT:

To consider and take appropriate action regarding the acceptance of a donated Belgian Malinois K-9, named Sutton, to be used as a Police Service K-9.

COUNTY JUDGE OR COMMISSIONER

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

Sgt. Warren D. Walls, (TCSO K-9 Supervisor) 854-9776

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

☐ **Bid, Purchase Contract, Request for Proposals**

COUNTY ATTORNEY'S OFFICE (854-9415)

☐ **Contract, Agreement, Policy & Procedure**

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

RECEIVED
COUNTY JUDGE'S OFFICE
10 JUL - 9 PM 1:10



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

Memorandum

July 8, 2010

To: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Precinct One Commissioner
Honorable Sarah Eckhardt, Precinct Two Commissioner
Honorable Karen Huber, Precinct Three Commissioner
Honorable Margaret Gomez, Precinct Four Commissioner

From: Al LeBlanc, Lieutenant *at 896*

Reference: Acceptance of a Donated Belgian Malinois K-9

On 07-08-10, Travis County Citizen Randy Clark offered to pay the \$250.00 adoption fee to Austin German Shepherd Rescue and donate a 6 month old Belgian Malinois K-9, named Sutton, to the Travis County Sheriff's Office to be used as a Police Service K-9. TCSO currently utilizes both German Shepherd and Belgian Malinois K-9's for Police Service K-9's.

TCSO K-9 Sergeant Warren D. Walls has evaluated Sutton and determined he is an intelligent dog and would be an asset to TCSO, as a Narcotics Detection K-9. Sutton would be trained in the detection of narcotics but would not be trained as a tracking or bite K-9.

The typical cost of a certified and trained K-9 can range from \$8,000 to over \$15,000, depending on the level of certifications, held by the K-9. This donation would save Travis County from having to purchase an already trained K-9.

TCSO Deputy D. Jennings is a certified Police Service K-9 handler and would be charged with the training of Sutton. TCSO would bear the cost of food and veterinary care for Sutton.

In April 2010, the White House Office of National Drug Control Policy approved the designation of Austin, Travis County, Texas as a High Intensity Drug Trafficking Area.

We request the Court accept Sutton as county property and allow TCSO to utilize him as a police service K-9.

We appreciate the continued support of the Commissioner's Court in our endeavors to serve all of the citizens of Travis County.

cc: Greg Hamilton, Sheriff
Warren D. Walls, K-9 Sergeant



Safety, Integrity, Tradition of Service

Available Dogs: Sutton

[Sponsor this Dog!](#)

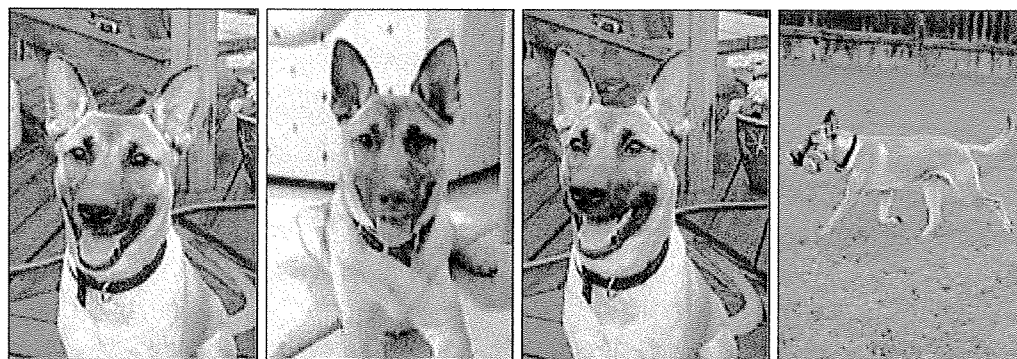
Want to sponsor this dog? Please click on the button above - and remember to put her name in the "payment for" section!



Sutton

Sex: Male
Breed: Belgian Malinois
Estimated Age: 6 Months
Color: Black/Tan
Estimated Weight: 58 lbs.
History: Unknown
Housebroken: Yes
Location: Austin, Texas

Adoption Status: Available
Estimate of Health Status: Excellent
Animal Interaction Observations
All interaction between animals should be supervised at all times
Child Interaction Observations
All interaction between animals and children should be supervised at all times



Click on a thumbnail above to enlarge

Sutton is a beautiful, healthy, 58 pound, 6 month old Belgian Malinois. He is a medium sized dog and will reach anywhere between 65 – 70 pounds. His mahogany coat is beautiful and silky. He is neutered and current on all his shots. He absolutely loves to run, play ball and swim in the hose.

This sweet boy is extremely friendly and very good with other dogs. He doesn't like to be alone much though as he has so much love to give. He walks very well on the leash and knows his basic commands. He crates easily but does not like to stay in it for long periods of time as he was kept in a crate day and night.

Sutton is very intelligent, learns quickly and is now learning to play with toys because he never

had any as a baby. He loves squeaky toys the best, he will walk around with three in his mouth if he could! He is so playful, energetic, and affectionate.

Sutton would love to be your new forever family member and to be included in all your activities as he enjoys "everything"!

NOTE: In our experience many German Shepherd Dogs are very good with kids. In our bios, we may provide information on our experience with a particular dog and children. However AGSDR discourages ALL unsupervised animal/child interaction. Children should be supervised at all times when they interact with ANY animal, whether it is a horse, dog, cat, bunny, lizard, or any other species. Even loving household pets can have a grumpy day, or otherwise get tired of a child's attention, so proper supervision is essential for the well being of any child and any pet.

The entire biography of this dog is based solely upon our volunteers' experiences with the dog. The dog's age and weight are estimates, and statements about the health, temperament, training, and ability to get along with other animals, children, cats and other dogs, are estimated solely based on our volunteer's experiences with this dog. **Your experiences with this dog may be quite different than those of our volunteers.**

Last Update : 06/05/2010

Contact us: jazz@austingermanshepherdrescue.org

Copyright © 2009 Austin German Shepherd Rescue, All Rights Reserved.

Last Update : 06/05/2010

Travis County Commissioners' Court Agenda RequestVoting Session: July 20, 2010
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County AttorneyB. Requested Text: Consider and take appropriate action on acquisition of
approximately 24.5 acres of land on Lime Creek Road, in
connection with the Balcones Canyonlands Conservation Plan and
take appropriate action. (Executive session pursuant to Tex. Gov't
Code Section 551.072.)C. Approved by: Karen Huber
Karen Huber, Commissioner Precinct 3

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

John Hille	854-9415	Jon White	854-9383
Craig C. Smith	854-9415	Melinda Mallia	854-9383
Rose Farmer	854-9383	Jennifer Brown	854-9383
Greg Chico	854-4659	Mike Martino	854-7646

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

_____ Additional funding for any department or for any purpose

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

_____ Grant

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

_____ Contract, Agreement, Policy & Procedure

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

RECEIVED
COUNTY JUDGES OFFICE
10 JUL -6 AM 10-17

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

19 ✓

Roger A. El Khoury

Voting Session: July 20, 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:

Receiver briefing and take appropriate action regarding the following lease agreements at 700 Lavaca:

- a) Texas Charter Schools Association,
 - b) Sheppard, Houpp and Dworin Law firm,
 - c) City of Austin.
- (Exec Session Gov't Code Ann 551.071 & 551.072)

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Susan Spataro, County Auditor (4-9125)
Rodney Rhoades, Executive Manager, PBO (4-9106)
Cyd Grimes, Purchasing Agent (4-9700)
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 JUL 13 AM 10:16
RECEIVED
COUNTY JUDGES' OFFICE

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

20

Roger A. El Khoury

Voting Session: July 20, 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 on a proposal received from AT&T to install a Distributed Antenna System at the Travis County Exposition Center. (Exec Session Gov't Code Ann 551.071 & 551.072)

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

John Hille, Jr., Assistant County Attorney, (49415)
Danny Hobby, Executive Manger, Emergency Services, (4-9367)
Cyd Grimes, Purchasing Agent, (49700)
Joe Harlow, Director, ITS, (49372)

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)

X Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

X Contract, Agreement, Policy & Procedure

10 JUL 13 PM 1:00
RECEIVED
COUNTY JUDGE'S OFFICE

C3

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, July 20, 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 July 6, 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 JULY 6, 2010

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 6th day of July 2010, the Commissioners' Court convened the Voting Session at 9:10 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 retired to Executive Session at 10:32 AM.

The Commissioners Court reconvened the Voting Session at 11:24 AM.

The Commissioners Court adjourned the Voting Session at 11:28 AM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 11:28 AM and adjourned at 11:28 AM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 11:29 AM and adjourned at 11:29 AM.

1. CONSIDER AND TAKE ACTION REGARDING: (9:12 AM)
 - A. 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; AND
 - B. AUTHORIZATION FOR THE COUNTY JUDGE TO SIGN THE DOCUMENTS AFTER CLOSING. (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN. 551.071, CONSULTATION WITH ATTORNEY)

Clerk's Note: Items 1.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Glenn Opel, Bond Counsel, Vinson and Elkins; and Ladd Pattillo, Travis County Financial Adviser.

Motion by Judge Biscoe and seconded by Commissioner Huber to approve Item 1.A.

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

Clerk's Note: The County Judge noted that Item 1.B is not needed as by approving Item 1.A the Court have approved all the necessary documents to be executed as needed.

2. CONSIDER AND TAKE APPROPRIATE ACTION TO ADD DEECE ECKSTEIN TO THE TRAVIS COUNTY CORE TEAM. (9:18 AM)

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Clerk's Note: The County Judge requested a courtesy postponement of this Item; and if another member of the Court chooses to put it back on the Agenda for discussion at least four Commissioners Court members should be present.

3. APPROVE SCOPE OF SERVICES FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR NEW TRAVIS COUNTY ADMINISTRATION BUILDING AT 700 LAVACA STREET AND AUTHORIZE PURCHASING AGENT TO ISSUE REQUEST FOR QUALIFICATIONS (RFQ) NO. Q100247-RV. (9:36 AM)

Item 3 postponed until July 27, 2010.

CITIZENS COMMUNICATION

Members of the Court heard from: Kenneth Snyder, Northridge Acres Resident; Maurice Priest, Travis County Resident; Joe Gieselman, Executive Manager, Transportation and Natural Resources (TNR); Randy Nicholson, Comprehensive Planning Manager, TNR; and Ronnie Gjemre, Travis County Resident. (9:36 AM)

CONSENT ITEMS

Motion by Commissioner Eckhardt and seconded by Commissioner Huber to approve the following Consent Items: C1-C3 and Items 4, 5, 6, 7, 9, 10, and 12. (9:48 AM)

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

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. APPROVE THE COMMISSIONERS COURT MINUTES FOR THE VOTING SESSION OF JUNE 22, 2010.

ADMINISTRATIVE OPERATIONS ITEMS

4. REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTH CARE FOR CLAIMS PAID FOR PARTICIPANTS IN THE TRAVIS COUNTY EMPLOYEE HEALTH CARE FUND FOR PAYMENT OF \$782,774.17 FOR THE PERIOD OF JUNE 18, 2010 TO JUNE 24, 2010. (9:48 AM)

Clerk's Note: Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:48 AM)

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

6. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. 08AE0209LP, WELLS BRANCH AND THERMAL DRIVE SIDEWALK IMPROVEMENTS, KLOTZ & ASSOCIATES. (9:48 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. APPROVE CONTRACT AWARD FOR SEPTIC AND HOLDING TANK SERVICES, IFB NO. B100195-NB, TO THE SOLE BIDDER, PLUMMERS ENVIRO SOLUTIONS, INC. (9:48 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 REQUEST FOR GENERAL FUND PAYMENT FOR REIMBURSEMENT OF EXPENDITURE FOR AN INELIGIBLE EXPENSE OF \$3,000 AGAINST THE LOW INCOME REPAIR, RETROFIT, AND REPLACEMENT ASSISTANCE PROGRAM GRANT. (9:11 AM)

Item 8 postponed until July 13, 2010.

PLANNING AND BUDGET DEPT. ITEMS

9. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:48 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. CONSIDER AND TAKE APPROPRIATE ACTION TO RATIFY AMENDED APPLICATION TO THE STATE OF TEXAS – AUTO BURGLARY AND THEFT PREVENTION AUTHORITY FOR THE SHERIFF'S OFFICE TO CONTINUE SHERIFF'S COMBINED AUTO THEFT TASK FORCE 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. (9:48 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. REVIEW AND TAKE APPROPRIATE ACTION REGARDING PROPOSED FISCAL YEAR 2011 ABBREVIATED BUDGET HEARINGS AND MARK-UP SCHEDULE AND RELATED MEMO TO APPOINTED AND ELECTED OFFICIALS. (9:50 AM)

Clerk's Note: The Court discussed revisions to the proposed memo:

- Memo to come from Commissioners Court
- PBO were directed to add a 2.5% pay increase in the preliminary Budget and the Court are working hard to retain it
- There will be a slight increase in health insurance costs for both employees and the County
- No lay-offs

Members of the Court heard from: Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO).

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve Item 11, and empower the County Judge to sign on behalf of the Commissioners Court.

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

OTHER ITEMS

12. 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) (9:48 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. CONSIDER AND TAKE APPROPRIATE ACTION ON LETTER TO UNITED STATES SENATORS KAY BAILEY HUTCHINSON AND JOHN CORNYN REGARDING EXTENSION OF FEDERAL MEDICAL ASSISTANCE PERCENTAGES FUNDING FOR ANOTHER SIX MONTHS, THROUGH JUNE 30, 2011. (9:57 AM)

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer; and Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS).

Motion by Commissioner Eckhardt and seconded by Commissioner Huber to make the language as strong as absolutely possible, and that the County Judge be authorized to sign on behalf of the Court.

Motion carried:

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

14. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION REGARDING RECENT DAMAGES TO THE COUNTY FACILITY AT 1600 SMITH ROAD, AND RELATED ISSUES. (10:04 AM) (10:32 AM) (11:24 AM)

Clerk's Note: Judge Biscoe announced that Item 14 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; Sherri Fleming, Executive Manager, TCHHS&VS; and Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD).

Motion by Judge Biscoe and seconded by Commissioner Huber that we authorize Risk Management and Facilities Management to work with the Extension Service staff for appropriate relocation services, alternate office space, and any other relief that would be appropriate to remedy this problem.

Motion carried:

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

15. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CONTRACT PROVISIONS REQUESTED TO BE ADDED BY LICENSEE TO LICENSE AGREEMENT WITH THE TEXAS HEATWAVE REGARDING USE OF THE TRAVIS COUNTY EXPO CENTER. (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (10:18 AM) (10:32 AM) (11:24 AM)

Clerk's Note: Judge Biscoe announced that Item 15 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; David McDonald, Owner, Texas Heatwave, Inc.; and Nathan Mackey, Entertainment Director, Texas Heatwave, Inc.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Huber that we not allow the tent camping; and further that we direct Staff to come back with some policy with regard to tent camping and to what type of events we extend that possibility contractually.

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

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 551.076, Security

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.

16. **REVISED NOTATION: RECEIVE BRIEFING REGARDING HOMELAND SECURITY AIR SAMPLING PROGRAM.** ⁴ (10:32 AM) (11:25 AM)

Clerk's Note: Judge Biscoe announced that Item 16 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann 551.076, Security.

Discussion only. No formal action taken.

17. **RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON REQUEST FROM COUNTY ATTORNEY AUTHORIZING COUNTY ATTORNEY TO HIRE EXPERT(S) IN CLAUDIA SCOTT-DAVIS V. TRAVIS COUNTY.** ¹ (10:32 AM) (11:26 AM)

Clerk's Note: Judge Biscoe announced that Item 17 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Huber that we authorize the retention of an appropriate expert.

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

18. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN. ^{1 AND 2}
(10:32 AM)

Clerk's Note: Judge Biscoe announced that Item 18 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 18 postponed until July 13, 2010.

19. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING LEASE AGREEMENTS AT 700 LAVACA: (10:32 AM (11:26 AM)
- A. BRUCE A. LIPSHY, LIPSHY & ESCAMILLA, LLP;
 - B. FRANK W. DENIUS; AND
 - C, SCHWAB STRUCTURAL ENGINEERING. ^{1 AND 2}

Clerk's Note: Judge Biscoe announced that Items 19.A-C would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Clerk's Note: The Court discussed Item 19.C, Schwab Structural Engineering.

Motion by Judge Biscoe and seconded by Commissioner Huber that we authorize Staff to try to enter into some sort of an agreement with the tenant there, where the County would retain the deposit and certain furniture there in exchange for the lessees', basically, early breach of the agreement by moving out before the expiration. The idea is to sit down with the tenant and try to work out some sort of an agreement with a signed document.

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

ITEM 19 CONTINUED

Clerk's Note: The Court discussed Item 19.B, Frank W. Denius.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we indicate to him our intention to enforce the contract, so we would expect compensation to the County through the February 28th, 2011 term.

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

No action needed on Item 19.A.

ADDED ITEMS

- A1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR THE CORE TEAM TO CONSIDER THE USE OF VARIOUS DESIGN, PROJECT MANAGEMENT AND CONSTRUCTION DELIVERY METHODS FOR THE 700 LAVACA BUILDING RENOVATION PROJECT AND REPORT BACK WITH RECOMMENDATIONS. (9:26 AM)

Members of the Court heard from: Rodney Rhoades, Executive Manager, PBO; Cyd Grimes, Travis County Purchasing Agent; and Roger El Khoury, Director, Facilities Management.

Discussion only. No formal action taken.

Item A1 to be reposted on July 27, 2010.

ADJOURNMENT

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to adjourn the Voting Session. (11:28 AM)

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

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

1

BOARD OF DIRECTORS
NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

Voting Session Tuesday, July 20, 2010
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Northwest Travis County
Road District No. 3 Minutes for the:**

Voting Sessions of June 29 & July 6, 2010

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.
- III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

MINUTES OF MEETING – JUNE 29, 2010

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 29th day of June 2010, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:42 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Four Commissioner Margaret Gómez was not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 1:43 PM.

1. APPROVE N.W.T.C.R.D.#3 MINUTES FOR THE VOTING SESSIONS OF MARCH 16, JUNE 8 AND 16, 2010. (1:42 PM)

Motion by Commissioner Huber and seconded by Commissioner Davis to approve the minutes for March 16, 2010.

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

Motion by Commissioner Huber and seconded by Commissioner Davis to approve the minutes for June 8 and 16, 2010.

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 Judge Biscoe and seconded by Commissioner Davis to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (1:43 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 ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

MINUTES OF MEETING – JULY 6, 2010

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 6th day of July 2010, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 11:28 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 One Commissioner Ron Davis and Precinct Four Commissioner Margaret Gómez were not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 11:28 AM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (11:28 AM)

Motion by Judge Biscoe and seconded by Commissioner Huber to approve Item 1.

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

ADJOURNMENT

Motion by Commissioner Huber and seconded by Judge Biscoe to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (11:28 AM)

Motion carried:

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

MINUTES APPROVED BY THE ROAD DISTRICT BOARD


Date of Approval

Samuel T. Biscoe, Travis County Judge

Board of Directors
Travis County Bee Cave Road District No. 1 Agenda Request

Voting Session Tuesday, July 20, 2010
(Date)

Work Session _____
(Date)

- I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office
- B. Requested Text: **Approve the Travis County Bee Cave Road District
No. 1 Minutes for the Voting Sessions of
June 29, 2010 and July 6, 2010.**
- C. Approved By: 
Dana DeBeauvoir, Travis County Clerk
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.
- III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

MINUTES OF MEETING – JUNE 29, 2010

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 29th day of June 2010, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 1:43 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Four Commissioner Margaret Gómez was not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 1:44 PM.

1. APPROVE TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 MINUTES FOR THE VOTING SESSIONS OF MAY 25 AND JUNE 15, 2010. (1:43 PM)

Motion by Commissioner Eckhardt and seconded by Commissioner Huber to approve Item 1.

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

ADJOURNMENT

Motion by Commissioner Eckhardt and seconded by Commissioner Davis to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria). (1:44 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 ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

MINUTES OF MEETING – JULY 6, 2010

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 6th day of July 2010, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 11:29 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 One Commissioner Ron Davis and Precinct Four Commissioner Margaret Gómez were not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 11:29 AM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (11:29 AM)

Motion by Commissioner Huber and seconded by Judge Biscoe that the claims be paid and the investments be made in Item 1.

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

ADJOURNMENT

Motion by Commissioner Eckhardt and seconded by Commissioner Huber to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria). (11:29 AM)

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

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge