

Item #

1428

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: (fill in date of meeting)

VOTING SESSION: August 17, 2010

A. REQUEST MADE BY: Amalia Rodriguez-Mendoza
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

✓ **Public Hearing receiving comments on FY'11 Travis County District Clerk's Records Management Plan**

✓ **Approval of FY'11 District Clerk Records Management Plan**

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:

Hon. John K. Dietz, Susan Spataro, Rodney Rhoades, Katie Peterson, Steven Broberg, Hon. Bob Perkins, and Hon. Julie Kocurek

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 (473-9700)

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

COUNTY ATTORNEY'S OFFICE (473-9513)

___ **Contract, Agreement, Policy & Procedure**

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



Amalia Rodriguez-Mendoza
District Clerk, Travis County
Travis County Courthouse Complex
P. O. Box 679003
Austin, Texas 78767

August 17, 2010
MEMORANDUM

TO: Travis County Commissioners Court

FROM: Amalia Rodriguez-Mendoza, District Clerk 

COPIES: Hon. John K. Dietz
Hon. Judge Bob Perkins
Hon. Julie Kocurek
Susan Spataro
Rodney Rhoades
Katie Peterson
Steven Broberg

RE: Approval of FY11 District Clerk Records Management Plan

The District Clerk is requesting the attached FY11 District Clerk Records Management Plan be placed on the Commissioners Court agenda for August 17, 2010

The attached plan was developed in collaboration with Records Management and Communication Resources and reflects the level of coordination required between this department and the District Clerk to achieve the goals of the plan.

Please note that Sec. 51.305 requires a public hearing to be held on this portion of the plan and that publication of notice of the public hearing occur no later than 15 days prior to the hearing. We had such notice published July 30th for an August 17th hearing date.

Please let me know if you have any questions regarding this plan, and thank you for your consideration.

Administrative Offices
(512) 854-9737
Fax: 854-4744

Civil and Family Division
(512) 854-9457
Fax: 854-6610

Criminal Division
(512) 854-9420
Fax: 854-4566

Jury Office
(512) 854-4295
Fax: 854-4457

DISTRICT CLERK FY11 RECORDS MANAGEMENT PLAN

The District Clerk presents the following records management plans for each of the funds specifically funded and established by Chapter 51 the Government Code, including a fund created for records archiving during the 81st legislative session in 2009. For informational purposes, two other fees tied to court records and technology that were created in 2009 are listed; however, these funds are under the control of the Commissioners Court and do not require a plan from the District Clerk.

SEC. 51.317 GOVERNMENT CODE RECORDS MANAGEMENT AND PRESERVATION FUND (FUND 055)

District Clerk's Records Management and Preservation Fund Overview

This District Clerk's Records Management and Preservation Fund was established by act of the 78th Legislature through HB 1905, added Sec. 51.317(b)(4) and Sec. 51.317(c)(2) to the Government Code that established a new fee of \$10 upon filing of a new suit or other claims for relief, \$5 of which is designated for the District Clerk's Records Management and Preservation Fund. The effective date of the fee was January 1, 2004.

Sec. 51.317 (d) and (e) provides that the use of the fee be restricted to records management and preservation, including automation, subject to budget approval by the Commissioner Court. Any expenditure must comply with purchasing processes proscribed by Chapter 262 of the Local Government Code.

The purpose of this fee was to establish a source of funds through which District Clerks could enhance their respective records management operations beyond what is typically funded through a county's budget process.

The District Clerk's records management fees are charged upon the filing of a new court case or request for affirmative relief in an existing case; these filing types are a small percentage of the total filings received by the District Clerk. Further, because a high percentage of district court cases are comprised of the Attorney General's Title IV-D child support filings that are exempt from paying this fee, the revenue generated is a mere fraction of what is annually required to perform the District Clerk's records management functions.

Since the effective date of the fee, total available FY11 revenue net of FY10 expenditures and encumbrances exceeds \$466,988; this amount is available for budgeting.

Status of Projects Funded in Previous Years

Document Management System for Criminal Records

Agency Upload Module

Agency Upload will be undergoing a modification with the migration to the netDMS operating system in FY10. The District Clerk will be conducting new training on Agency Upload after this upgrade to allow county departments to place any documents filed in court cases directly into the DMS.

Plans are underway to transition to use of the DMS in felony trials in CY11 with the first courts conducting hearings with electronic records at the start of FY11.

Historic Records Preservation

The District Clerk converted to a digital filing system in for civil cases in FY04 and criminal cases in FY08. All new filings are maintained in digital format, and existing paper records are being converted to digital. To address the impact of this process on records of historical significance, the District Clerk used proceeds from Fund 055 to start a historical records preservation project in FY08 staffed by a Records Analyst project worker. The timing of this effort was important, because in FY08 and FY09, scanning services from the county's bank depository were made available to the District Clerk, so the rate at which paper records were converted to digital media was accelerated in these years. The Records Analyst coordinated this scanning project on behalf of the District Clerk. This project will continue, though at a slower pace, as the arrangement with the bank depository was terminated during the second quarter of FY09, leaving only resources within the District Clerk and Records Management and Communications Resources available to continue this work. In order to accelerate the rate at which criminal records are digitized, the District Clerk is requesting \$84,870 from Fund 070.

One of the outcomes of this preservation project was to identify historical records from those slated for conversion to digital format so they could be preserved. Other outcomes were the creation of a historical records definition, continued identification of historical records, acquisition of materials used to preserve existing historical records, and research of grant available to continue these activities. The need for this project will continue as long as the District Clerk has paper records awaiting conversion to digital; therefore, FY11 funding for this project from Fund 055 is proposed, to include the Records Analyst.

FY11 Plan for the Use of the District Clerk's 055 Fund

The District Clerk has reduced the salary supplements first approved in FY06 for key records management staff. The total amount of salary supplements requested in FY11 is:

TYPE	AMOUNT	PURPOSE
Personnel – ongoing	\$3,459.00	To fund pay adjustments for key records management staff

The District Clerk is requesting approval of \$53,946 to fund a special project worker for one year to continue the historic records preservation project discussed above and \$10,000 for services to preserve key historical case records:

TYPE	AMOUNT	PURPOSE
Personnel – special project worker	\$53,946	Funding of a special project worker for FY10 to continue historic records preservation project commenced in FY08
Services	\$10,000	Contract services to preserve historical case records

Due to anticipated budgetary constraints, all departments were asked to submit proposals for reduced spending. One of the proposals submitted by the District Clerk was to transfer funding associated with the Business Analyst III, slot 134, currently assigned to the District Clerk to Fund 055 for FY11.

TYPE	AMOUNT	PURPOSE
Personnel – Business Analyst III (Slot 134)	\$88,245	Pursuant to District Clerk's Budget Reduction Proposal Priority 3

The department cautions that this will result in FY11 expenditures from the Records Management exceeding revenues, so this transfer is not sustainable beyond FY11.

SEC. 51.305 GOVERNMENT CODE DISTRICT COURT RECORDS TECHNOLOGY FUND (FUND 070)

District Clerk's Records Technology Fund Overview

The District Court Records Archive Fee and District Court Records Technology Fund are authorized in Texas Government Code 51.305(b) and 51.305(c), respectively. Section 51.305(d) requires the authorized fee to be used for “the preservation and restoration services of the district court records archive.” This section states, “the district clerk shall prepare an annual written plan for funding the preservation and restoration of the district court’s records archive. The district clerk is to prepare an annual written plan for use of this fund. The Commissioners Court is required to hold a public hearing on this plan and to publish notice of such hearing in a newspaper no later than 15 days prior to the hearing.

Designation of Court Documents

The District Clerk recommends the following types and formats of documents be designated as “court documents” pursuant to Government Code 51.305:

- 1) all documents and records with a permanent retention period in accordance with the guidelines from the Texas State Library.
- 2) all documents which are maintained in electronic format.

- 3) all documents maintained in microfilm format.
- 4) all civil documents in paper format.
- 5) all criminal case documents in paper format in which the defendant was convicted of an offense or was placed on probation or supervision.
- 6) all documents required for criminal proceedings in the district courts that are not subject to an expunction order.

Strategy for Preservation of Court Documents

The District Clerk's strategy is to:

- a) Convert and maintain all court documents in electronic format. This allows documents to be viewed by multiple persons simultaneously, be searched according to a variety of criteria, stored in a cost effective manner, redacted where appropriate to protect individual privacy, and easily and readily duplicated for purposes of disaster recovery.
- b) Maintain certain key documents in microfilm format to allow for preservation in a manner that is not dependent upon technology yet also easily duplicated.
- c) Eliminate paper documents by converting them to one or both of the above formats.

To implement this strategy, the District Clerk will:

- **Convert all court documents in paper format to electronic format.**
This is a continuation of a project started in FY08 to provide a more secure and less costly method of maintaining and accessing these documents. These paper filings, once converted, would no longer be maintained in the original format. A public use version of the electronic documents will be redacted to shield sensitive information from view.
- **Duplicate all electronic documents with a mandated permanent retention on microfilm.**
This is a new project that intends to make use of the capabilities of and technology within of the Travis County Records Management and Communications Resources Department. The microfilm archive writer will be used to duplicate the unredacted version of the electronic documents to microfilm in order to create a back-up version of the records that is less technology dependent. Currently, documents with a mandated permanent retention are comprised of the minutes of the court, file docket, and index of parties.
- **Duplicate all microfilm documents to an electronic format.**
This is a also new project using the capabilities of and technology within of the Travis County Records Management and Communications Resources Department.

It provides more ready access to documents than microfilm plus the ability to redact sensitive information.

- **If and when required, acquire additional electronic storage, duplication, and retrieval capabilities.**
Maintaining these millions of images will require a large-scale electronic storage system. A system for maintaining a replicated copy of this database is needed to minimize risk. It will also help to ensure that Internet access to the records will not be occurring on the same system as the storage/main production database.
- **Apply special preservation methods to documents of significant historic value.**
Modern preservation techniques should be applied to paper documents that merit special consideration.

FY11 PLAN FOR THE USE OF THE DISTRICT COURT RECORDS TECHNOLOGY FUND

The cumulative projected District Court Records Archive Fund revenue from FY09, FY10, and FY11 is \$186,510. This amount will not be sufficient to fund all the listed preservation activities, however, in order to enhance the scanning capacity within the department, one Court Clerk Assistant Project Worker and a high speed scanner and scanning supplies are requested for FY11 as follows:

TYPE	AMOUNT	PURPOSE
Operating—Supplies and Equipment	\$46,798.00	Scanning capacity within the District Clerk's office to digitize existing criminal case files
Court Clerk Assistant	\$38,183.00	Staff person to perform scanning

The following two funds were established in FY10 to fund records management activities for the courts; however, they are under the control of the Commissioners Court and are presented here for informational purposes.

ART. 102.0169 CODE OF CRIMINAL PROCEDURE COUNTY AND DISTRICT COURT TECHNOLOGY FUND (FUND 071)

The County and District Court Technology Fund was established by act of the 81st Legislature through HB 3637, creating a new fee of \$4 upon conviction, including probated sentences and deferred adjudication. Use of this fund, which is under the direction of the Commissioners Court, is restricted to the acquisition of technology for the courts and technology training for judicial, court, and clerk staff.

SEC. 51.708 GOVERNMENT CODE COURT RECORD PRESERVATION ACCOUNT (FUND 072)

This District Clerk's Records Technology Fund was established by act of the 81st Legislature through HB 3637, creating a new fee of \$10 upon filing of a new suit or other claims for relief, which is designated for the Court Record Preservation Account. Use of funds in this account, which is under the direction of the Commissioners Court, may only be used to digitize court records and preserve them from natural disasters.

Attachments:

PB4 and PB5, Fund 055 Budget Request (Historic Records Preservation)

PB4 and PB5, Fund 070 Budget Request (Criminal Case File Scanning)

PB4R and PB5R, Priority 3 Budget Reduction Proposal

Travis County Commissioners Court Agenda RequestVoting Session: August 17, 2010
(Date)Work Session: _____
(Date)

1. A. Request made by: Sherri E. Fleming Phone: 8544100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Consider and take appropriate action on the following related to the Environmental Review for the Gilbert Lane Land Acquisition for Affordable Housing Development Project funded by Community Development Block Grant Funds through the U.S. Department of Housing and Urban Development:

- A. Receive comments provided during the public comment period;
B. Certify the results of the environmental review; and
C. Authorize submission to the United States Department of Housing and Urban Development; San Antonio Field Office, Region VI.

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:

Rodney Rhoades, PBO
Travis Gatlin, PBO
Susan A. Spataro, Auditor's Office
Mary Etta Gerhardt, County Attorney's Office
Steven Manilla, TNR
Jon White, TNR
Lee Turner, TNR
Christy Moffett, HHSVS

Jason Walker, Purchasing
Joe Gieselman, TNR
Janice Cohoon, Auditor's Office
Cyd Grimes, Purchasing
Anna Bowlin, TNR
Chris Gilmore, County Attorney's Office
Steve Sun, TNR
Tara Thomason, AHFH

- 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

X Grant

Human Resources Department (854-9165)

_____ A change in your department's personnel (reclassifications, etc.) Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits 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: August 10, 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) Gilbert Lane Land Acquisition for Affordable Housing Development Environmental Review Certification

Proposed Motion:

Consider and take appropriate action on the following related to the Environmental Review for the Gilbert Lane Land Acquisition for Affordable Housing Development Project funded by Community Development Block Grant Funds through the U.S. Department of Housing and Urban Development:

- A. Receive comments provided during the public comment period;
- B. Certify the results of the environmental review; and
- C. Authorize submission to the United States Department of Housing and Urban Development; San Antonio Field Office, Region VI.

Summary and Staff Recommendations:

- A. As required in 24 CFR Part 58, an environmental assessment has been completed for the Gilbert Lane Land Acquisition for Affordable Housing Development Project by Crespo Consulting, Inc. The assessment revealed the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act (NEPA) of 1969, as amended, is not required.

On July 27, 2010, the Travis County Commissioners Court received the report and approved postings to notify the public of same. On July 28, legal notices were posted on the Travis County website, Channel 17, the seven Travis County Community Centers, taxing jurisdictions, and notices were mailed or emailed to area neighborhood associations, school districts and other interested parties to notify the public of the County's 18 day comment period regarding the result of the Gilbert Lane Land Acquisition for Affordable Housing Development Project's environmental review and HUD's 15 day comment period to allow the release of funds. The County's comment period ran from July 29, 2010 – August 16, 2010. however, no comments or objections were received. HUD's comment period is anticipated to begin on or about August 18 – September 2.

As of August 10th, one comment has been received. The comment opposed using local, state or federal funding for housing development, but was not related specifically to the project's impact on the environment. For the full detail of the comment, please review Exhibit A.

If additional comments are received prior to the end of the comment period on August 16th, staff will update Exhibit A prior to the Commissioners Court's meeting on August 17th.

After reviewing the comment received, staff recommends proceeding with the project.

- B. To date, no comments have been received that would change staff's recommendation to certify the results of the environmental assessment and move forward with the project. The results must be certified by the County so that release of funds may be requested from HUD.

HUD identifies the County Judge as the certifying official, and as such, is responsible for certifying the results of the environmental review with his signature on the attached Environmental Assessment for HUD funded proposals.

- C. Submission to the HUD San Antonio Field Office is required so that the County may request release of funds and move through the second 15 day comment period overseen by HUD. The certifying official must sign the attached HUD form 7015.15 to request the release of funds.

Staff anticipates the release of funds for the Gilbert Lane Land Acquisition for Affordable Housing Development project on or about September 3, 2010.

Budgetary and Fiscal Impacts:

- A. N/A.
- B. NA

- C. The CDBG funding will be eligible for use for the PY 06, PY 07 and PY 08 Acquisition of Land on or about September 3, 2010, based on this action.

Issues and Opportunities:

The environmental assessment indicates no significant impact to the human environment; however, several mitigation measures are needed to ensure minimal impact to the human environment. See the report for the full details.

The release of funds allows the Austin Habitat for Humanity to move forward with expending funds for acquisition of 27 lots allocated in the Program Year 2007, 2008 and 2009 Action Plan.

Certifying the environmental review requires the County to defend the report in Federal Court if it is ever challenged. The County accepts this responsibility through the executed grant agreement with HUD.

Background:

In August 2009, a Subrecipient agreement was signed between Travis County and Austin Habitat for Humanity. Austin Habitat for Humanity initially identified Austin's Colony as a potential site for the project but the Commissioners Court did not approve the site due to its proximity to a proposed gravel/sand mine at the end of September 2009. On July 27, 2010, the Travis County Commissioners Court approved an alternate site: Gilbert Lane.

Gilbert Lane is a New Housing Development project, located approximately 2.4 km (1.5 miles) south of Walter E. Long Lake and 0.8 km (0.5 miles) east of SH 130 in eastern Travis County, Texas, and is located off of FM 969. The site location allows the creation of 27 affordable single family homes - 17 of which will be for very low and low income homeowners and 10 of which can be for moderate income homeowners. The nearest bus route is 3.37 miles at Decker and Loyola which is not walking distance, but is within biking distance. Additionally, the Del Valle ISD serves this area with plans for a new Elementary across from the new development.

Exhibit A

Gilbert Lane Land Acquisition for Affordable Housing Development Project

Environmental Review Public Comment Summary

As required in 24 CFR Part 58, an environmental assessment has been completed for the Gilbert Lane Land Acquisition for Affordable Housing Development Project by Crespo Consulting, Inc. The assessment revealed the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act (NEPA) of 1969, as amended, is not required.

On July 27, 2010, the Travis County Commissioners Court received the report and approved postings to notify the public of same. On July 28, legal notices were posted on the Travis County website, Channel 17, the seven Travis County Community Centers, and taxing jurisdictions, and notices were mailed or emailed to area neighborhood associations, school districts and other interested parties to notify the public of the County's 18 day comment period regarding the result of the Gilbert Lane Land Acquisition for Affordable Housing Development Project's environmental review and HUD's 15 day comment period to allow the release of funds. The County's comment period ran from July 29, 2010 – August 16, 2010. HUD's comment period is anticipated to begin on or about August 18 – September 2.

Summary of Public Comments Received

As of August 10th, one comment has been received. The comment opposed using local, state or federal funding for housing development, but was not related specifically to the project's impact on the environment. For the full detail of the comment, please see Attachment A.

Response to Comments Received

The Community Development Block Grant was specifically created to allow communities to address needs related to creating or improving affordable housing, infrastructure and public facilities. The County has the authority to execute the grant activities as allowable by the Housing Act of 1974, and Travis County's 2006-2010 Consolidated Plan supports the need for the creation of more affordable housing opportunities. Additionally, the support of federal grants such as CDBG allows Austin Habitat for Humanity to continue to do their work in the community and provide affordable homeownership opportunities.

Attachment A
Detailed Comments Received

Email received from kgran@austin.rr.com on 7/28/10 at 2:15 pm

Hello;

Federal or local funds should not be used to build housing. I am opposed to this block grant and do not believe any government, Fed, State, or County should be involved with a fine group such as Habitat for Humanity. With the exception of building inspectors monitoring proper construction practices.

Thank you

H. Grander
Austin, TX
78704

Request for Release of Funds and Certification

**U.S. Department of Housing
and Urban Development**
Office of Community Planning
and Development

OMB No. 2506-0087
(exp. 3/31/2011)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s)	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s)	5. Name and address of responsible entity	
6. For information about this request, contact (name & phone number)		
8. HUD or State Agency and office unit to receive request	7. Name and address of recipient (if different than responsible entity)	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county, State)
11. Program Activity/Project Description	

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal ☐ did ☐ did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Date signed

X

Address of Certifying Officer

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Environmental Assessment for HUD-funded Proposals

*Recommended format per 24 CFR 58.36, revised March 2005
[Previously recommended EA formats are obsolete].*



Project Identification: Gilbert Lane Subdivision Habitat for Humanity Housing

Preparer: Crespo Consulting Services, Inc.

Responsible Entity: Travis County, Texas

Month/Year: July/2010

Environmental Assessment

Responsible Entity: Travis County, Texas
[24 CFR 58.2(a)(7)]

Certifying Officer: Judge Samuel T. Biscoe
[24 CFR 58.2(a)(2)]

Project Name: Gilbert Lane Subdivision Habitat for Humanity Housing

Project Location: The project is located in eastern Travis County, about ½ mile east of SH-130 and ½ mile north of FM 969.

Estimated Total Project Cost: \$945,000 in CDBG funds for land acquisition plus an additional estimated 2 million dollars in other sources of funding for home construction

Grant Recipient: Travis County
[24 CFR 58.2(a)(5)]

Recipient Address: P.O. Box 1748, Austin, TX 78767

Project Representative: Christy Moffett

Telephone Number: (512) 854-3460

Conditions for Approval: [24 CFR 58.40(d), 40 CFR 1505.2(c)]

Mitigation measures for AHFH to follow during the construction phase of the project include:

1. A Storm Water Pollution Prevention Plan (SW3P) is required by TCEQ for this project. The SW3P will be prepared by the design (engineering) firm and implemented during construction activities.
2. Appropriate dust control methods are currently in use for surrounding industrial activities; and more will be employed during construction phase for this project.
3. Revegetation will be completed in a timely manner after completion of construction to project natural features and nearby waterways, and to prevent erosion.
4. Construction activities will be limited to normal daytime hours to minimize disruptive noises from construction equipment, machinery and vehicles.
5. A stormwater detention/wet pond has already been constructed to capture and treat stormwater from the subdivision site before it enters Decker Creek.

FINDING: [58.40(g)]

 X

Finding of No Significant Impact

(The project will not result in a significant impact on the quality of the human environment)

Finding of Significant Impact

(The project may significantly affect the quality of the human environment)

Preparer Signature:



Date: 7-20-10

Name/Title/Agency:

L. STEPHEN STECHER, PE, PRESIDENT
CRESPO CONSULTING SERVICES, INC.

RE Approving Official Signature:

Date: _____

Name/Title/Agency: Samuel T. Biscoe, County Judge, Travis County

Statement of Purpose and Need for the Proposal: [40 CFR 1508.9(b)]

There is an urgent need for adequate new home buying opportunities for very low-to-moderate income families in Travis County. This project will assist Austin Habitat for Humanity with purchasing up to 27 new home sites in order to provide affordable housing for families of this income level. Very low-income and low-income households in Travis County face housing problems at the highest rates. Of the county's low- and very low-income households, 80% (61,524 households) face one or more housing problems. Among them, cost burden is the most frequent housing problem. Additionally, the cost of land in Land Market 26 (which includes Travis County) increased by 106% from 2000 to 2005. This project will assist AHFH with the purchase of up to 27 new home sites in order to provide affordable housing for low to moderate income families.

Description of the Proposal: [24 CFR 58.32, 40 CFR 1508.25]

The Gilbert Lane Housing Development Project is located along Gilbert Road in eastern Travis County, Texas, just east of SH 130 and north of FM 969. Travis County is working with Habitat for Humanity to secure U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funding for the purchase of 27 single family residential lots at this location. According to Habitat for Humanity, there is an urgent need for adequate new home buying opportunities for low-to-moderate income families in Travis County. This project will assist Habitat for Humanity with purchasing up to 27 new home sites in order to provide affordable housing for families of this income level. Austin Habitat for Humanity is working to obtain an additional estimated \$2 million through other funding sources for the construction of the new residences to accommodate low-to-moderate income families and the lots will be completed and occupied within 5 years of the acquisition.

Existing Conditions and Trends: [24 CFR 58.40(a)]

The proposed project site is located on relatively flat land that has been graded and filled during recently completed subdivision development. Soils in the area are clay and clayey loams typical of the Lower Colorado River Terrace deposits found in the area. Land use for the project area

is mostly undeveloped and agricultural land, surrounded in the general area by single family, large-lot single family and mobile homes. The trend on the outskirts of the City of Austin is to continue developing the eastern side of Travis County, where the "Desired Development Zone" exists. The subdivision roadways and utilities for the project site have already been constructed. Using existing infrastructure enables the County and Habitat for Humanity to provide affordable housing to Austin area residents.

Statutory Checklist

[24CFR §58.5]

Record the determinations made regarding each listed statute, executive order or regulation. Provide appropriate source documentation. Note reviews or consultations completed as well as any applicable permits or approvals obtained or required. Note dates of contact or page references. Provide compliance or consistency documentation. Attach additional material as appropriate. Note conditions, attenuation or mitigation measures required.

Factors	Determination and Compliance Documentation
Historic Preservation [36 CFR 800]	No cultural resources were identified during site investigation or during database research. A coordination letter was sent to the Texas Historical Commission on June 14, 2010. On July 5, 2010, THC concurred that no survey is required and the project can proceed.
Floodplain Management [24 CFR 55, Executive Order 11988]	The Floodplain Administrator has made a determination that all 27 lots are out of the 100-year floodplain, and this information has been reviewed and confirmed. No coordination is required.
Wetlands Protection [Executive Order 11990]	Based on a field visit conducted, no wetlands or waters of the U.S. are affected by this project. No coordination is required.
Coastal Zone Management Act [Sections 307(c), (d)]	This project is not located within a coastal county and is outside the Texas Coastal Management Program boundary. No coordination needed.
Sole Source Aquifers [40 CFR 149]	This project is not located over the recharge, artesian or contributing zones of either Edwards Aquifer I or Edwards Aquifer II defined Sole Source Aquifers. No coordination needed.
Endangered Species Act [50 CFR 402]	A total of 12 federally-listed endangered species, eight state-listed threatened species, and four federal candidate species were identified as having the potential to occur in Travis County. No habitat for threatened or endangered species is present on the project site; therefore, no coordination is needed.
Wild and Scenic Rivers Act [Sections 7(b), (c)]	The closest Wild and Scenic River is located over 200 miles away from the project; therefore, no coordination is needed.
Air Quality [Clean Air Act, Sections 176(c) and (d), and 40 CFR 6, 51, 93]	The proposed project is located in an area that is currently in attainment of federal eight-hour ozone standards. Because no added capacity will result from the proposed improvements, no air quality monitoring was required.
Farmland Protection Policy Act [7 CFR 658]	The proposed project would not impact any prime farmland soils. The project site is not currently cultivated. No coordination needed.
Environmental Justice [Executive Order 12898]	The Gilbert Lane project area can be considered an Environmental Justice community of concern. No adverse impacts or mitigation are required. Beneficial effects are anticipated through the provision of support for affordable housing.

HUD Environmental Standards Determination and Compliance Documentation

Noise Abatement and Control [24 CFR 51 B]	The existing noise levels at the site are less than 55 dB, which is within the range of acceptable noise levels. No noise attenuation or special approvals would be required for the proposed project.
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Toxic/Hazardous/Radioactive Materials, Contamination, Chemicals or Gases [24 CFR 58.5(i)(2)]	A search of hazardous materials databases through TelAll Corporation was completed on June 29, 2010. There were no findings or sites listed in any of the database searches for this site. No further action required..
Siting of HUD-Assisted Projects near Hazardous Operations [24 CFR 51 C]	The project is not located near hazardous materials operations.
Airport Clear Zones and Accident Potential Zones [24 CFR 51 D]	The project is not located near any airport clear zones. The nearest airport is 5.3 miles away. No coordination needed.

Environmental Assessment Checklist

[Environmental Review Guide HUD CPD 782, 24 CFR 58.40; Ref. 40 CFR 1508.8 & 1508.27]

Evaluate the significance of the effects of the proposal on the character, features and resources of the project area. Enter relevant base data and verifiable source documentation to support the finding. Then enter the appropriate impact code from the following list to make a determination of impact. **Impact Codes:** (1) - No impact anticipated; (2) - Potentially beneficial; (3) - Potentially adverse; (4) - Requires mitigation; (5) - Requires project modification. Note names, dates of contact, telephone numbers and page references. Attach additional material as appropriate. Note conditions or mitigation measures required.

Land Development	Code	Source or Documentation
Conformance with Comprehensive Plans and Zoning	1	Gilbert Lane Subdivision lies within the City of Austin defined "Desired Development Zone." No zoning exists in Travis County.
Compatibility and Urban Impact	1	The project is compatible with surrounding land uses and would provide new homes for low-to-moderate income families. The urban impact of the proposed project is minimal since the lots are within an approved subdivision intended for single family residences.
Slope	1	The topography of the project area is relatively flat with gentle slopes in the southeast direction. All slopes throughout the subdivision are less than 15% grade.
Erosion	3	No significant erosion is present on the 27 lots as observed during the site visit. Just south of the project lots 3- 7 and 9-30, some shallow rills have formed in the unprotected soil. These are not significant to the project site. The City of Austin requires filling of these rills and complete revegetation by the subdivision owner prior to any home construction.
Soil Suitability	3	Project area soils (mostly clays) are predisposed to shrinking and swelling; however, structural engineers, geotechnical engineers and home builders are familiar with this design issue and are familiar with the proper foundation construction techniques.
Hazards and Nuisances including Site Safety	1	A hazardous material database searched was completed on June 29, 2010. No hazardous material or safety concerns were identified from the search or during the site investigation.
Energy Consumption	1	Construction equipment will be active within the project area during construction activities. Upon construction completion, the house will use generally less energy than other homes due to Habitat for Humanity building regulations.

Noise - Contribution to Community Noise Levels		The existing noise levels at the site are less than 55 dB, which is within the range of acceptable noise levels. No noise attenuation or special approvals would be required for the proposed project.
Air Quality Effects of Ambient Air Quality on Project and Contribution to Community Pollution Levels	1	The proposed project is located in area that is in attainment of federal air quality standards. No additional capacity will result from this project, so no further air quality analysis is required.
Environmental Design Visual Quality - Coherence, Diversity, Compatible Use and Scale	3	No impacts to parkland, national forest, historical sites, protected species or waterways are anticipated for this project. Temporary impacts to vegetation and soil will occur during construction activities. Permanent features will include homes and parkland areas within the subdivision.

Socioeconomic	Code	Source or Documentation
Demographic Character Changes	1	No displacements for adverse impacts will result from this project.
Displacement	1	Because there are no homes currently along Barteny Cove or

		Breve Lane, the proposed construction project would not require any displacements or adverse effects of any kind.
Employment and Income Patterns		There are no residents currently living in the immediate project area. Short-term construction dollars would positively affect the area assuming some jobs and income would be locally based.

Community Facilities and Services

	Code	Source or Documentation
Educational Facilities	3	Nearby schools could be impacted by the addition of more students. Additional students may be added to DVISD schools as a result of new residents moving into the area, however, two new schools are currently being built near the property. Property taxes benefitting the DVISD would be levied on homeowners to offset growth within the school district.
Commercial Facilities	1	No commercial facilities will be impacted as a result of this project.
Health Care		East Rural Health Clinic in Manor, approximately four miles to the north, is the nearest health care facility. Other facilities are within ten miles west in Austin.
Social Services		Manor W.I.C. is approximately four miles to the north for social services. Other facilities are within ten miles west in Austin.
Solid Waste		Typically utility services are provided by the City of Austin.
Waste Water	1	Water and wastewater services are expected to be provided to the new residents by Austin Water Utility. No adverse impacts are anticipated with respect to wastewater.
Storm Water	2	The addition of the stormwater detention/wet pond as a result of the subdivision development could potentially increase the water quality because no stormwater controls existed prior to this development.
Water Supply	3	The additional home and families in the area may have an impact on the water supply, but this will not affect any Sole Source Aquifers.
Public Safety	1	A slight increase in police service may result from this project, but no adverse impact will result.
- Police		
- Fire	1	A slight increase in fire public safety service may result from this project, but no adverse impact will result.
- Emergency Medical	1	A slight increase in emergency medical service may result from additional people in the area, but no adverse impact is anticipated.
Open Space and Recreation	2	Permanent features on site will include open amenity and parkland areas within and adjacent to the subdivision. This will provide open and recreational spaces for new residents.
- Open Space		
- Recreation	1	No recreational areas will be impacted by the project.
- Cultural Facilities	1	No cultural facilities will be impacted by the project.
Transportation	3	Additional traffic on FM 969 will result from construction activity and from new residents, however, it will not be a substantial increase.

Natural Features

Source or Documentation

Water Resources	1	No portions of the project exist over a sole source aquifer or traverse a water body; and additional stormwater/water quality controls are being constructed. No impacts to water resources are anticipated as a result of this project.
Surface Water	1	No impact to surface waters will result from this project. No threatened or impaired water segments would be impacted by the proposed project. The project would comply with the TPDES General Construction Permit and a Storm Water Pollution Prevention Plan (SW3P) will be prepared and implemented for the project by AHFH.

Unique Natural Features and Agricultural Lands	1	No unique natural features or agricultural land exist on the project site.
Vegetation and Wildlife	1	No rare or unique vegetation types would be impacted by the project. No federally-listed species or their habitats occur within the project area, so coordination with U.S. Fish and Wildlife Service would not be necessary.

Other Factors

Source or Documentation

Flood Disaster Protection Act [Flood Insurance] [§58.6(a)]	1	None of the 27 lots are within the 100-year floodplain. The Floodplain Administrator has made a determination that all 27 lots are out of the 100-year floodplain. No additional coordination is required.
Coastal Barrier Resources Act/ Coastal Barrier Improvement Act [§58.6(c)]	1	This project is not located near the coast and is outside the Texas Coastal Management Program boundary.
Airport Runway Clear Zone or Clear Zone Disclosure [§58.6(d)]	1	The project is not located near any airport clear zones. The nearest airport is 5.3 miles away.
Other Factors	1	No cultural resources were identified during site investigation or during database research. A coordination letter was sent to the Texas Historical Commission on June 14, 2010. On July 5, 2010, THC concurred that no survey is required and the project can proceed.

Summary of Findings and Conclusions

ALTERNATIVES TO THE PROPOSED ACTION

Alternatives and Project Modifications Considered [24 CFR 58.40(e), Ref. 40 CFR 1508.9]

(Identify other reasonable courses of action that were considered and not selected, such as other sites, design modifications, or other uses of the subject site. Describe the benefits and adverse impacts to the human environment of each alternative and the reasons for rejecting it.)

Two alternatives were considered for the proposed improvements:

1. NO BUILD

The No Build alternative would leave the housing situation in Travis County as-is. Additional housing would not be built to accommodate low-to-moderate income families in the Austin area.

2. BUILD

The Build Alternative would allow for the purchase of 27 developed, new lots for the purpose of constructing low-to-moderate income housing. The Gilbert Lane Housing Development would increase the number of homes, fulfill the need for affordable housing for low-to-moderate-income families and benefit residents in the Austin area. This alternative was selected as the preferred option.

No Action Alternative [24 CFR 58.40(e)]

The No Build Alternative would leave the housing situation for low-to-moderate income families as it is. Low-to-moderate income families would not be afforded the opportunity to buy a new home. The substantially completed subdivision would most likely remain vacant although utility infrastructure has already been built.

Mitigation Measures Recommended [24 CFR 58.40(d), 40 CFR 1508.20]

A number of controls and appropriate measure will be completed during the construction of this proposed project. Mitigation measures for the project include:

- A Storm Water Pollution Prevention Plan (SW3P) will be prepared by the design (engineering) firm and implemented by AHFH during construction activities.
- Appropriate dust control methods are currently in use for surrounding industrial activities; and additional dust control methods will be employed during construction phase for this project.
- Revegetation will be completed in a timely manner after completion of construction to project natural features and nearby waterways, and to prevent erosion.
- Construction activities will be limited to normal daytime hours to minimize disruptive noises from construction equipment, machinery and vehicles.
- A stormwater detention/wet pond has already been constructed to capture and treat stormwater from the subdivision site before it enters Decker Creek.
- All construction activities will be completed in compliance with a Texas Pollutant Discharge Elimination System (TPDES) General Permit for Construction Activities.
- If any state-listed species or cultural materials are observed within the project area during construction, the species/materials should be afforded protection and conservation in accordance with appropriate legal procedures.

Additional Studies Performed

None.

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Gilbert Lane Housing Development Travis County, Texas HUD Environmental Assessment

July 2010

Prepared for: Travis County

Prepared by: Crespo Consulting Services, Inc.



Executive Summary

The Gilbert Lane Housing Development Project is located along Gilbert Road in eastern Travis County, Texas, just east of SH 130 and north of FM 969, and within the City of Austin Extraterritorial Jurisdiction (ETJ). Travis County is working with Austin Habitat for Humanity (AHFH) to secure U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funding for the purchase of 27 single-family residential lots at this location. There is an urgent need for adequate new home buying opportunities for very low-to-moderate income families in Travis County. This project will assist Habitat for Humanity with purchasing up to 27 new home sites in order to provide affordable housing for families of this income level.

The Federal funding for this project requires that an Environmental Assessment (EA) be completed for commitment of the funds and advancement of the project. The environmental assessment must be compliant with NEPA Statutes and Authorities (24 CFR Part 58.5 and 58.6) and HUD environmental standards (24 CFR Part 51). This Environmental Assessment, prepared for Travis County, Texas by Crespo Consulting Services, Inc. (Crespo) along with Cox McLain Environmental Consulting, Inc. (CMC), fulfills that requirement.

Data for the Block Group, Census Tract, and County were compared to determine socioeconomic status for this project. Based on 2000 data, approximately 10% of total persons in Census Tract 22.06 were living below the poverty level, based on median household income in 1999 and the poverty level at that time. Approximately 17.6% of total persons in Census Tract 22.06 Block Group 4 were living below the poverty level in 1999. Based on the Census Tract level data, the project will increase affordable housing options in an area that has racial and ethnic diversity and allow for more income diversity in the area.

No displacements or adverse impacts other than minimal inconveniences to current residents and businesses along FM 969 during the construction phase would occur to persons in the project area.

The proposed project site is located on relatively flat land that has been graded and filled during recently completed subdivision development. Soils in the area are clay and clayey loams typical of the Lower Colorado River Terrace deposits found in the area. Land use for the project area is mostly undeveloped and agricultural land surrounded by single-family, large-lot single-family and mobile homes.

According to the noise calculations, the existing noise levels at the site are less than 55 dB, which is within the range of acceptable noise levels. No noise attenuation or special approvals would be required for the proposed project.

Site visits were conducted on June 28, 2010 by the Crespo Consulting team to identify any environmental constraints for the project. Additionally, a search of hazardous materials databases through TelAll Corporation was completed on June 29, 2010. Both the site visit and database search did not identify any areas of concern.

Surface waters, wetlands, Sole Source Aquifers, Wild and Scenic Rivers and floodplains are not located on or applicable to the project site. No impacts to parkland, national forest, historical sites, protected species or waterways are anticipated for this project. Coastal zones and airport clear zones are also not applicable to this proposed project site. Temporary impacts to soil will occur during construction activities, but protection will be accomplished with erosion and



sedimentation controls. Approximately 4.6 acres of vegetation would be removed and trees would be protected as mandated by the City's Environmental Criteria Manual.

No federally-listed or state-listed threatened or endangered species or their habitats are found within the project area. The proposed project would have no effect on federally-listed species and would have no impacts on state-listed species.

Because the proposed project involves both a political subdivision of the State of Texas (Travis County) and federal funding via HUD, both the Texas Antiquities Code and Section 106 of the National Historic Preservation Act (NHPA) apply. Coordination with the Texas Historical Commission (THC) concluded when THC concurred on July 5, 2010 that no survey was required. To comply with Section 106 requirements, indirect impacts were also considered, particularly via changes in the visual environment. All parcels, including the project site and those adjacent to the project area, were examined. No historic structures were found that would be directly or indirectly impacted by this project.

The land acquisition project must go through several public comment processes in order to proceed. The first public process is through the Annual Action Plan public comment process. Second, the location of the land must go through a public comment period to allow the public to review and comment on the proposed location. Finally, after completion of the environmental assessment, the public will have two comment periods, one through Travis County and one through HUD.

This Environmental Assessment shows that the proposed project on Gilbert Road would not have any significant effects on the surrounding natural or man-made environment. All requirements of the NEPA Statutes and Authorities (24 CFR Part 58.5 and 58.6) and HUD environmental standards (24 CFR Part 51) have been met for this project; and in conclusion, this assessment has determined a Finding of No Significant Impact (FONSI).



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1.0 Project Description

The Gilbert Lane Housing Development Project is located along Gilbert Road in Eastern Travis County, Texas, about ½ mile east of State Highway 130 and ½ mile north of FM 969. The project site is positioned on the Manor 7.5' USGS Quadrangle and is located within the Decker Creek Watershed and the City of Austin two-mile Extraterritorial Jurisdictional (ETJ) area. The project location is shown on **Figures 1A and 1B** (all maps and figures are in **Appendix A**).

To fill the urgent need for adequate new home buying opportunities for low-to-moderate income families, Travis County is working with Austin Habitat for Humanity (AHFH) to secure an estimated \$945,000 in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funding for the purchase of 27 single-family residential lots. These lots cover a total area of approximately 4.6 acres and are within the nearly completed Gilbert Lane Subdivision which has already been cleared and leveled under previous development projects undertaken by others. Nearly all subdivision improvements have been completed by the subdivision developer, including streets, drainage and utilities. **Appendix B – Subdivision Plans** (sheets 2 and 3) includes plat maps of the new subdivision. The 27 lots included in this environmental assessment are lots 3 through 7 and 9 through 30. See **Figure 1C – Site Map** for lot locations. Austin Habitat for Humanity is working to obtain an additional estimated 2 million dollars through other funding sources for the construction of the new residences to accommodate low-to-moderate income families and the lots will be completed and occupied within 5 years of the acquisition.

The Federal funding for this project requires that an Environmental Assessment (EA) be completed for commitment of the funds and advancement of the project. The environmental assessment must be compliant with National Environmental Policy Act (NEPA) Statutes and Authorities (24 CFR Part 58.5 and 58.6) and HUD environmental standards (24 CFR Part 51). This Environmental Assessment, prepared for Travis County, Texas by Crespo Consulting Services, Inc. along with Cox McLain Environmental Consulting, Inc., fulfills that requirement.

2.0 Need for Project

There is an urgent need for adequate safe and decent home buying opportunities for very low-to-moderate income families in Travis County. Very low-income (less than or equal to 30% Median Family Income, or MFI) and low-income (up to 50% MFI) households in Travis County face housing problems at the highest rates. Of the county's low- and very low-income households, 80% (61,524 households) face one or more housing problems. By comparison, 49% of moderate-income households (up to 80% MFI) and 35% of all households in the county face one or more housing problems. Cost burden is the most frequent housing problem. Of the 113,476 Travis County households with a housing problem, 83% (94,563 households) face a cost burden (i.e. pay more than 30% of household income on housing expenses) and 37% face a severe cost burden (i.e. pay more than 50% of household income on housing expenses.) (Travis County, 2007 and HUD CHAS databook, 2000).

Additionally, the cost of land in Land Market 26 (which includes Travis County) increased by 106% from 2000 to 2005 (Real Estate Center at Texas A&M, 2010). The cost of land, along with a lack of available lots with pre-existing infrastructure, significantly increase the costs of new home construction, often making housing unaffordable to households under 80% of median family income. (Travis County, 2007).



This project will assist AHFH with the purchase of up to 27 new home sites in order to provide affordable housing for low to moderate income families. At the time of sale to the homeowner, a forgivable 10 year loan with no required payments will be provided. If the house is sold, refinanced, leased or title transferred within 10 years, the loan must be repaid in full within the first five years and is forgiven on a pro-rata basis for years 6-10. After year 10, the loan is fully forgiven.

At the project's conclusion, a minimum of 17 new single family homes will house very-low and low income families living at 25% - 50% MFI and the remaining 10 units can benefit very low to moderate- income families (25% to 80% MFI).

3.0 Alternatives for Proposed Project

One preliminary alternative was considered by the County, but it was eliminated due to environmental constraints. The alternative considered is located in the Austin's Colony subdivision southeast of the Gilbert Lane project site. Due to a proposed sand and gravel mining project adjacent to Austin's Colony, this site was determined to be unsatisfactory. The Gilbert Lane project was suitable for continued consideration.

After the elimination of the Austin's Colony location, two alternatives were considered for new housing developments for low-to-moderate income families in Travis County.

- No Build: Leave the housing situation as-is and do not build additional affordable housing.
- Build: Construct the housing development in the Gilbert Lane Subdivision.

NO BUILD ALTERNATIVE

The No Build alternative would leave the housing situation in Travis County as-is. Additional housing would not be built to accommodate low-to-moderate income families in the Austin area.

GILBERT LANE ALTERNATIVE

The Gilbert Lane Housing Development would increase the number of safe and decent homes and would fulfill the need for affordable housing for low-to-moderate income families. This Environmental Assessment was completed to further discuss this preferred alternative.

4.0 Affected Environment and Impacts

4.1 Land Development

LAND USE

Land use for the project area is mostly agricultural and undeveloped land surrounded by single-family, large-lot single-family and mobile homes. **Figure 4A** illustrates land uses according to City of Austin 2008 GIS data. The northern edge of several commercial/industrial lots abuts the proposed project to the south and east of the existing site. Land uses on those parcels, which are long and narrow and stretch from FM 969 up nearly to Barteny Cove, include some hay cultivation/baling and farther to the east, some mechanical mulching associated with an organic mulching operation. The mulching business is called "Organics By Gosh", which is next to Ibarra Auto Sales.





Photo 1 Hay and Mulching (background) Land Uses

Water wells and aboveground water tanks exist on a number of surrounding properties. There is a City of Manor water storage tank and treatment facility for groundwater and a wastewater lift station for Southwest Water Company adjacent to the property. None of these facilities are on the subject lots. Other subdivisions currently exist or are being developed on adjacent lands. No parks or historical structures were identified during the site visit.



Photo 2 Water Tank and Facility Adjacent to Property

CONFORMANCE WITH COMPREHENSIVE PLANS AND ZONING

The City of Austin's Interim Comprehensive Plan (COA, 2008a) generally recommends this type of development in this portion of Travis County and east Austin. The proposed Gilbert Lane Housing Development is located within the City of Austin two-mile ETJ. Because the project site is currently outside the City limits, there is no zoning. The ETJ is the unincorporated area within two miles of the City of Austin boundary. The proposed project site is not situated within the city limits, but City development regulations are in effect in addition to County regulations. The ETJ allows the City to regulate development adjacent to city limits and ensure that roads, housing and other development meet minimum standards to protect the quality of life and environmental quality within the City. However, these regulations do not include zoning authority. The subdivision and related subdivision construction plans were reviewed by both the City of Austin and Travis County under Title 30 City of Austin/Travis County Subdivision Regulations. The subdivision plat was approved by Commissioner's Court on February 2, 2010, and recorded on February 10, 2010.

COMPATIBILITY AND URBAN IMPACT

The project site is located in a 'Desired Development Zone' according to the City of Austin's Interim Comprehensive Plan. The housing development site is located in an area not limited by environmental sensitivity, water hazards, water supply or preserved/protected land. Although the original property was considered agricultural land, the subject properties are part of an approved single-family subdivision; therefore, the proposed project site is compatible with surrounding land uses. Further development in the area includes SH 130 completed in 2009, Austin's Colony subdivision on Hunters Bend Road, and Forest Bluff subdivision on Delta Post Drive.

The urban impact of the proposed project is minimal since the use is consistent with the current and future uses of the surrounding area, and is also consistent with the urban use within the City's "Desired Development Zone". With the project location within the "Desired Development Zone", the relative proximity to SH 130, and type of existing uses in the surrounding areas, the project will not have a negative urban impact. The City and County have also targeted development of services to the "Desired Development Zone" near SH 130 to promote this type of development.

SLOPE

The topography of the project area is relatively flat with gentle slopes in the southeast direction. The elevation ranges from 450 to 460 feet above sea level. All slopes throughout the subdivision are less than 15% grade.

EROSION

No significant erosion is present on the 27 lots as observed during the site visit on June 28, 2010. However, the southern edge of the project, on lots 3 through 7 and 9, some shallow rills have formed in the unprotected soil in the "Open Space Amenity Area". **Appendix B – Subdivision Plans.** These are not significant to the project site. Travis County and the City of Austin requires filling of these rills and complete revegetation by the subdivision owner, as described on the subdivision plans and notes, prior to any home construction.



All construction projects have the potential for erosion and compaction of soils resulting from disturbed vegetation and heavy equipment use. As mentioned above, the roadways, grading and utilities are completed for the subdivision. In compliance with the City's Environmental Criteria Manual, temporary erosion controls were installed and maintenance provided for the duration of the construction period.

Some of the same criteria will be observed and followed for construction of the homes. This project will disturb more than one acre, but less than five acres of land; therefore, the project will be required to incorporate a Storm Water Pollution Prevention Plan (SW3P) in the construction plans, unless the limits of construction at any one time are maintained below one acre. The most important factor in controlling soil erosion is immediate revegetation of disturbed areas at the end of construction. The relatively short construction timeline (anticipated to take one to three months per house over a maximum of five years) utilized by Habitat for Humanity will minimize the erosion potential of this project.

SOIL SUITABILITY

The project site is predominantly Houston Black-Heiden-Wilson soil. More specifically, Burleson clay (BsA) and Wilson clay loams (WIA and WIB), listed in **Table 1**, occur on or near the project site (USDA, 1974 and NRCS, 2010). **Figure 4B – Soils Map**.

Table 1: Description of Soil Series Found at Project Site

Soil Series	Slope Conditions	Description
Burleson clay (BsA)	0 to 1 percent slopes	Moderately well drained with shrink/swell tendency
Wilson clay loam (WIA)	0 to 1 percent slopes	Somewhat poorly drained with low erosion hazard
Wilson clay loam (WIB)	1 to 3 percent slopes	Somewhat poorly drained with moderate erosion hazard

Both the Burleson and Wilson soil series have high water capacity and are slowly permeable. These characteristics cause cracking in the soil when dry and swelling when wet giving the soils a shrink/swell tendency. Both series occupy gently sloping soils; however, Burleson clay tends to occur in valleys and gently undulating uplands; whereas, Wilson clay occurs on ridges, adjoining side slopes and along drainageways.

According to Fugro's geotechnical report prepared for development of the Gilbert Lane Subdivision Phase I, "the site is underlain by unconsolidated sand, silt, clay and gravel of the Lower Colorado River Terrace deposits" (Fugro, 2005). The geotechnical report provides the results of the field and laboratory investigations of the soils within the subdivision and criteria for the design of flexible pavement for the roads. The report also includes a section on "Residential Lot Fill" with the HUD-FHA requirements as stated in the HUD-FHA Data Sheet 79g, as guidance to supplement future foundation design.

Due to the high water capacity and shrink/swell tendency of the native soils, engineering consideration has been and will be considered for the road and home construction. Structural



engineers, geotechnical engineers and home builders are familiar with this design issue and are familiar with the proper foundation construction techniques. The future homes will be constructed on fill brought in and placed for the specific purpose of road and home construction.

HAZARD AND NUISANCES INCLUDING SITE SAFETY

A site visit was conducted on June 28, 2010 by Crespo Consulting team staff to identify any environmental constraints for the project. No evidence of surface hazardous materials was identified during the field investigation. Additionally, a search of hazardous materials databases through TelAll Corporation was completed on June 29, 2010. There were no findings or sites listed in any of the database searches for this site, which included CERCLIS, RCRA TSD, TXSSF, TXLF, TXLUST, TXUST, TXAST and TXSPILL. See **Appendix C** for a description of all databases searched and a summary of findings from the Environmental Database Search.

ENERGY CONSUMPTION

Construction of each proposed home is anticipated to last approximately one to three months. Completion of all 27 homes will occur within five years, but will most likely occur in a much shorter time frame. Typically, three to five homes will be under construction at any one time, thus reducing the energy consumption through the economies of scale. During that time, a number of construction vehicles would be in use within the project area, including earth moving equipment (bull dozer, grade maintainer, loader, and back hoe), dump trucks, compactors (rollers), and light trucks. All of these vehicles are gasoline or diesel-powered. The larger vehicles will be used for a short time (two or three days per home) during preparation for foundation construction and some smaller equipment will be used for several days for clean-up and landscape grading. Construction equipment would be active within the project area for approximately eight to 10 hours per day, five to six days per week, only for the phases described above. There will likely be extended periods of inactivity between housing starts. Energy consumption is expected to be less than a similarly priced home due to the relatively short construction period and economies of scale related to the construction scheduling typical of Habitat for Humanity projects.

The home construction will have energy efficient features including R-15 wall insulation, sealing along the slab and wall penetrations, 5.5-inch nominal depth closed cell foam roof and attic wall insulation, double-paned Low-E vinyl windows, insulated doors, and tree and shrub plantings. The energy consumption for these new homes will generally be much less than similarly priced homes.

4.2 Noise

HUD standards for noise abatement and control are established in 24 CFR Part 51 B. In order to raise awareness of noise issues, encourage the use of noise control measures in construction and land use planning, and present noise measurement and control procedures, the standards require HUD staff and other entities subject to the standards, such as the administrators of HUD-funded projects, to consider the acoustical environment in the planning and construction of residential and other noise-sensitive facilities. Additional guidelines for HUD funding recipients and other responsible entities are given in 24 CFR Part 58.

According to Section 51.101 of the regulations, HUD's general policy is to provide minimum national standards applicable to HUD programs to protect citizens against excessive noise in



their communities and places of residence. The HUD standards require measurement of the external noise environment in order to determine the day-night average sound level (DNL). Sound levels at or below 65 decibels (dB) are considered acceptable (24 CFR 51.103). Any levels over 65 dB are generally deemed unacceptable and would require special approvals, environmental review, and noise attenuation measures.

Noise calculations were performed consistent with HUD's Noise Assessment Guidelines in *The Noise Guidebook* [1991]. The calculations require data input for airports within 15 miles, major roadways within 1,000 feet, and railways within 3,000 feet. Based on the proximity of these features, the calculations were prepared. According to the noise calculations, the existing noise levels at the site are less than 55 dB, which is within the range of acceptable noise levels. No noise attenuation or special approvals would be required for the proposed project. **Appendix D – Noise Assessment Calculations.**

Table 2 includes building specifications used as noise reduction measures by Habitat for Humanity. These measures also serve to increase energy efficiency. They will be incorporated into all Habitat for Humanity homes, regardless of the measured noise levels.

Table 2: Noise Reduction Measures for Austin Habitat for Humanity Homes

Building Feature	Noise Reduction Measure
Interior walls	2x4 studs 24" o.c.
Wall insulation	R15 blown-in-batt fiberglass Sill seal between bottom plate and concrete slab All penetrations poly-sealed
Roof and attic wall insulation	5.5" nominal depth closed cell foam
Windows	Double-pane Low-E vinyl
Doors	Insulated metal or fiberglass six-panel and ½ lite
Yard perimeter	6' wood privacy fence
Yard plantings	Minimum two shade trees and one ornamental tree Minimum six large shrubs

4.3 Air Quality

The climate of Austin is humid subtropical with hot summers and relatively mild winters. Mild weather prevails during most of the winter, but temperatures fall below freezing an average of 25 days per year. Conversely, dry west winds during the winter can occasionally produce summer-like temperatures. Daytime temperatures during summer are hot, with highs greater than 90 degrees Fahrenheit (°F) over 80% of the time. Temperatures range from an average low temperature in January of 38°F and an average high in July of 96°F, and the average yearly rainfall is approximately 32 inches (TSHA, 2010). Precipitation is fairly evenly distributed throughout the year. Heaviest amounts occur during May and September. Precipitation from April through September usually results from thunderstorms, with large amounts of rain falling within short periods of time.



Austin is considered a near nonattainment city. A nonattainment area is a geographic area where air pollution levels do not meet federal ambient air quality standards for ozone and other pollutants. Due to the area's high temperatures, lack of cloud cover and low wind conditions, the Austin area is susceptible to air quality issues. Based on this status, if ozone levels exceed federal standards four or more times in a three-year period, the City of Austin will be declared to be in nonattainment (COA, 2010). Currently, Austin and surrounding areas (including Travis, Williamson, Bastrop, Hays and Caldwell Counties) are part of an Early Action Compact (EAC) Area; however, the City of Austin does currently meet air quality standards (TCEQ, 2010b).

The project site is located approximately nine miles from the center of the downtown area of Austin, where smog, ozone and air quality issues are the greatest. Air quality away from the City's center, including the project site, is cleaner and clearer. The project itself, as residential, will not significantly impact air quality. A relatively small amount of additional pollutants may be added from additional vehicle trips by the residents; however, this would not be considered significant. Bus transportation is located within a reasonable distance, approximately 3.37 miles away. Travis County is served by the Capital Area Rural Transportation Service (CARTS), and Capital Metro bus system.

There are no significant air emissions in the vicinity of the project. The City of Austin operates a natural gas fueled Decker Power Plant on the western shore of Decker Lake at 8003 Decker Lane, which is approximately 3.5 miles from the project site. Natural gas power plants have generally low emissions. The power plant is operated under a number of TCEQ air permits and is equipped with approved air quality control devices (TCEQ, 2010a). TXI operates a variety of rock and stone crushing activities approximately 2.2 miles from the site at 12900 Harold Green Road. These operations also have a number of TCEQ air permits. As mentioned in Section 4.6, Community Facilities and Services, of this report, TXI is proposing to expand its gravel mining operations in the area; however, the nearest corner of the proposed gravel mining is approximately 1.5 miles from the project site. TCEQ has oversight on air quality, and dust will be managed by applying water to the haul roads. Also, the excavated material is generally wet, thus reducing the potential for dust. At these distances, no impacts are expected from any of these sources.

4.4 Environmental Design

No impacts to parkland, national forest, historical sites, protected species or waterways are anticipated for this project. Temporary impacts to vegetation and soil will occur during construction activities, but protection will be accomplished with erosion and sedimentation controls as mandated through the TPDES SW3P and the City's Environmental Criteria Manual.

Permanent features within the subdivision include open space amenity areas and parkland greenbelts, along with a water quality wet pond (Murfee, 2006). **Appendix B – Subdivision Plans.**

4.5 Socioeconomic Conditions

Demographic Character Changes

DEMOGRAPHIC CHARACTERISTICS

Socioeconomic data for the project area are presented in **Table 3** and subsequent paragraphs below. The smallest geographic area for population information is the Census Block. The most



recent data available at this geographic level are from the year 2000. Recognizing these data limitations, Race/Ethnicity and Income information are provided in this section in compliance with applicable regulations and guidance. For analysis, most of the socioeconomic information will be analyzed at the census tract or zip codes level to provide context to the area where the housing development is proposed.

The populations of the Blocks that characterize the Gilbert Lane project area (depicted on **Figure 4C**) differ demographically. In Tract 22.06 Block Group 4, Block 4002, just less than 30% of the population was White and 63.1% was Hispanic in 2000. Approximately six percent was Black or African American and other races/ethnicities comprised less than one percent of the population. In contrast, Tract 22.06, Block Group 5, Block 5019 was comprised of 64% White persons, 5.6% Asian, 2.8% Two or More Races, and 27.8% Hispanic persons. Overall, Census Tract 22.06 has a White population of slightly above 45%, a Hispanic/Latino population of 36%, and a Black or African American population of 16.3%.

Data for the Block Group, Census Tract, and County are provided for comparison. The project will place affordable housing in an area, based on the Census Tract level data that has racial and ethnic diversity. No displacements or adverse impacts other than minimal inconveniences to current residents and businesses along FM 969 during the construction phase would occur to persons in the project area.

Table 3: Race Data by Block and Census Tract, Travis County – Gilbert Road

	Block 4002, Block Group 4, Census Tract 22.06	Block 5019, Block Group 5, Census Tract 22.06	Block Group 4, Census Tract 22.06	Block Group 5, Census Tract 22.06	Census Tract 22.06	Travis County, Texas
Total:	317	36	531	2,490	8,437	812,280
White	94	23	147	704	3,822	457,817
Percent of total	29.7%	63.9%	27.7%	28.3%	45.3%	56.4%
Black or African American	20	0	32	678	1,378	73,242
Percent of total	6.3%	0.0%	6.0%	27.2%	16.3%	9.0%
American Indian and Alaska Native	0	0	0	7	29	2,261
Percent of total	0.0%	0.0%	0.0%	0.3%	0.3%	0.3%
Asian	1	2	1	44	48	35,842
Percent of total	0.3%	5.6%	0.2%	1.8%	0.6%	4.4%
Native Hawaiian and Other Pacific Islander	0	0	0	0	1	390



Percent of total	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Some other race	0	0	0	9	21	1,429
Percent of total	0.0%	0.0%	0.0%	0.4%	0.2%	0.2%
Two or more races	2	1	2	35	103	12,251
Percent of total	0.6%	2.8%	0.4%	1.4%	1.2%	1.5%
Hispanic or Latino:	200	10	349	1,013	3,035	229,048
Percent of total	63.1%	27.8%	65.7%	40.7%	36.0%	28.2%
Source: U.S. Census Bureau, Census 2000						

ECONOMIC CHARACTERISTICS

Economic data are not available at the Block level but are available at the Tract and Block Group level. Based on 2000 data, approximately 10% (838) of total persons in Census Tract 22.06 (8,405) were living below the poverty level, based on median household income in 1999 and the poverty level at that time. Approximately 17.6 % (101) of total persons in Census Tract 22.06 Block Group 4 (574) were living below the poverty level in 1999. The Median Household Income in 1999 for Travis County Census Tract 22.06, Block Group (BG) 4 was \$40,705. Based on the data mentioned above, increasing affordable housing options in the area allows for more income diversity in the area.

PROJECT ELIGIBILITY AND ENVIRONMENTAL JUSTICE CONSIDERATIONS

From a policy perspective, Executive Order (EO) 12898 "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations" requires each Federal agency to "make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies and activities on minority populations and low-income populations."

Based on the socioeconomic data reviewed, the Gilbert Lane project area has a higher than average Hispanic population at 36% for the Census Tract as opposed to 28% for the County, and can be considered an Environmental Justice community of concern. However looking at the project in its larger context, the area is racially and ethnically diverse with a low concentration of poverty, and the property is located in a desirable development area accessible to public transportation and approximately nine miles from downtown Austin.

Disproportionately high and adverse human health or environmental effects are defined as adverse effects that: (1) are predominately borne by a minority population and/or a low-income population, or (2) will be suffered by the minority population and/or low-income population and are appreciably more severe or greater in magnitude than the adverse effects that will be suffered by the non-minority population and/or non-low-income population.



Because there are no homes currently along Barteny Cove or Breve Lane (as field-verified by CMEC on June 28, 2010), the proposed construction project would not require any displacements or adverse effects of any kind. To the contrary, the proposed project would support construction of affordable housing in a desirable development zone, which includes a new major corridor with the potential to increase businesses, schools and housing development, and makes it available to low income and minority residents in an area where basic infrastructure has already been installed.



Photo 3 Existing Road Infrastructure

4.6 Community Facilities and Services

EXISTING INFRASTRUCTURE

The Gilbert Lane Subdivision is substantially complete. Although no homes have been built along either Barteny Cove or Breve Lane, currently there are curb and gutter roadways and utility hook-ups along both streets. According to Gilbert Lane Subdivision Phase I construction plans (**Appendix B**), water and wastewater systems were constructed to City of Austin standards and specifications, the water service will be provided by Manville Water Supply Corporation, and wastewater service by Hornsby Bend Utility. Based on a conversation with staff members at the City of Austin (COA, 2010b), since there are no homes currently along Barteny Cove (or Breve Lane), a solid waste service provider has not been identified for the proposed Habitat Houses.

South of FM 969, there is an existing industrial aggregate operation called the Hornsby Bend project. There are active portions of the quarry and proposed expansion areas, along with buffers near residential areas. Currently, there is a proposal under consideration for sand and gravel aggregate extraction to replace an existing aggregate operation. This industrial land use would take place south of FM 969, not north of FM 969 where the proposed Gilbert Lane project is located. The Hornsby Bend operation is approximately 1.5 miles away from the proposed

homes on Barteny Cove east of Gilbert Road; therefore, it would have no effect on the construction of Habitat for Humanity houses.

Although there is currently no development along Breve or Barteny Cove, there are community facilities along FM 969. On FM 969 west of Gilbert Road, there are few developments up to SH 130. Hornbsy Bend Assembly of God and Santa Barbara Catholic Church are located east of Gilbert Road toward Hunters Bend Road, south of FM 969. Hornsby-Dunlap Elementary School is also located south of FM 969. There are various businesses in this area, and residential developments exist both north and south of FM 969.

Del Valle ISD (DVISD) provides services to people along FM 969 and would serve the Gilbert Road neighborhood. The schools that serve Gilbert Road include Creedmoor Elementary School (FM 1327), Del Valle Junior High School (Ross Road), and Del Valle High School (Ross Road). Additional students may be added to DVISD schools as a result of new residents moving into the area. Additionally, a new elementary school, named Joseph Gilbert Elementary and located at 5412 Gilbert Road, is anticipated to be completed in August 2011. Property taxes benefitting the DVISD would be levied on homeowners to offset growth within the school district.

Gilbert Road is in Emergency Service District (ESD) 12 in Travis County, according to the Travis County Emergency Management Office (the map is dated December 2006). ESD 12 covers approximately 63,610 acres. Transportation services available to rural Travis County residents include those provided by the Capital Area Rural Transportation Program (CARTS), and a bus stop served by CapMetro is approximately 3.37 miles away at Decker Lane and Loyola. The East Rural Community Center which houses the East Rural Health Clinic is approximately four miles north in Manor, along with social services including food pantry, WIC, and rent, mortgage and utility assistance among others. The South Rural Community Center which houses similar services is located on FM 973 and is approximately 6.3 miles along FM 969 and FM 973 southwest of the project location.

AFFORDABLE HOUSING CONTEXT

The proposed Gilbert Lane project would provide affordable housing for Travis County residents. Homes on lots 3 through 7 and 9 through 30 on Barteny Cove would be built by Habitat for Humanity (Habitat) and the sales price would be market value. At this time, Habitat does not plan to construct homes on Breve Lane but expects another developer will build housing there. Habitat works within normal appraisal and mortgage lending guidelines for financing. Habitat homes typically sell for between \$95,000 and \$115,000 depending on house size and costs. Habitat layers the financing for their partner families, making the homes accessible to families who make less than 80% of Median Family Income, specifically targeting families at 25% - 50% MFI. The home owner only actually pays a mortgage on \$55,000-75,000 and the funding difference is made up with down payment assistance programs and forgivable loans (five to 10 years) that encourage long-term home ownership through supportive financing practices. This structure actually makes a Habitat home with a market value of \$115,000 (for example) more accessible to qualified participants. (Pers. Comm. Habitat for Humanity, June 29, 2010).

According to Realtor.com (accessed July 13, 2010), there was a range of housing available in zip codes surrounding the project area. Most listings had three bedrooms and two bathrooms. These data represent just a snapshot in time of available housing stock. See **Table 4** below.



Table 4: Available Housing Stock in Project Area Zip Codes

	<\$100,000	\$101,000- \$200,000	\$201,000- \$300,000	\$301,000- \$500,000	\$501,000+
78721	19	49	6	0	0
78723	7	95	38	14	5
78724	21	37	12	7	3
78725	20	49	2	0	0
Total:	67	230	58	21	8

Source: Realtor.com, accessed July 13, 2010.

Introducing 27 new affordable homes into the area would support housing for a low-income population in an area that is generally growing and developing. The population in the Census Tract was over 8,000 persons in 2000, and population has greatly increased in the greater Austin area over the past ten years. Austin Habitat for Humanity has identified the Gilbert Lane site as an appropriate opportunity to expand the affordable housing stock in Travis County.

4.7 Natural Features

WATER RESOURCES/SOLE SOURCE AQUIFERS

The highly regulated Edwards Aquifer, located through much of central and west Texas, is defined as a Sole Source Aquifer and divided into Edwards Aquifer I and Edwards Aquifer II. It is the only Sole Source Aquifer in the state of Texas. A portion of Edwards Aquifer II is located in Travis County. Although portions of the aquifer are located in Travis County, the Gilbert Lane proposed subdivision site is not located over or near any zones (recharge, contributing or transition) of Edwards Aquifer II.

The proposed project site is approximately 15.5 miles from the EPA-defined Edwards Aquifer II Recharge Zone, approximately 12.5 miles from the artesian zone and almost 18 miles from the streamflow source (contributing) zone. See **Figure 4D** for a map of the project site in relation to the Edwards Aquifer II Sole Source Aquifer.

In addition, no groundwater was encountered in any of the boring logs completed by Fugro Consultants in October 2005 (Fugro, 2005). The project site is located over the Trinity Aquifer (not a Sole Source Aquifer) and several wells, operated by the City of Manor and the Southwest Water Company, were observed within the vicinity of the proposed project site.

SURFACE WATERS

The project site is located in the Decker Creek watershed of the Colorado River Basin. No waterways or wetlands exist on the project site. An unnamed tributary to Decker Creek flows just northeast of the property from the west and meets with the Colorado River approximately 6.25 river miles downstream from the project site. **Figure 4E – Surface Water Map**



illustrates surface waters for the project area. A wet pond was constructed as part of the subdivision development to control peak flows and water quality from the subdivision runoff.

Wetlands, as defined by U.S. Army Corps of Engineers (USACE), are areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions (hydrophytic vegetation). No wetlands are shown on the NWI wetlands map of the project area. See **Appendix E** for the NWI wetlands map. No wetlands were identified on site during the field visit on June 28, 2010. The closest potential wetlands would be located at the wet pond just east of the project site. Because this project will not affect jurisdictional waters of the U.S., a USACE permit is not required.

The wet pond was designed to control stormwater runoff from the Gilbert Lane Subdivision to protect water quality downstream and to prevent flooding. Stormwater runoff from the project site will be conveyed to the stormwater detention/wet pond before entering the tributary to Decker Creek.



Photo 4 View of Stormwater Detention/Wet Pond

According to TCEQ's 2008 303(d) List, no portion of Decker Creek (unclassified) is listed as impaired. However, two to three miles away, Gilleland Creek (unclassified segment ID 1428C) from the Colorado River upstream to Taylor Lane, is listed for bacteria. A Total Maximum Daily Load (TMDL) was adopted for this segment of Gilleland Creek in 2007, but an Implementation Plan has not yet been approved.

Because the home construction sites will possibly disturb more than one but less than five acres, compliance with the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit does apply. As part of the permit, a SW3P plan will be developed and implemented for erosion and sedimentation control and water quality protection.

WILD AND SCENIC RIVERS

Wild and Scenic Rivers, as defined by the Wild & Scenic Rivers Act, are free-flowing streams that possess one or more values as follows:

- (1) Wild river areas -- Those rivers or sections of rivers that are free of impoundments and generally inaccessible except by trail, with watersheds or shorelines essentially primitive and waters unpolluted. These represent vestiges of primitive America.
- (2) Scenic river areas -- Those rivers or sections of rivers that are free of impoundments, with shorelines or watersheds still largely primitive and shorelines largely undeveloped, but accessible in places by roads.
- (3) Recreational river areas -- Those rivers or sections of rivers that are readily accessible by road or railroad, that may have some development along their shorelines, and that may have undergone some impoundment or diversion in the past.

The project site is not located within one mile of a listed wild and scenic river, and thus will not have an effect on the value and characteristics of such a river. The closest wild and scenic river is the Rio Grande, located in west Texas between the Mexico/United States border. The designated segment begins in Big Bend National Park above Mariscal Canyon and continues 191 miles to the Terrell-Val Verde County line. The closest portion of this Wild and Scenic River is approximately 252 miles from the proposed project site.

UNIQUE NATURAL FEATURES

No unique natural features or critical environmental features were identified on the project site. During the June 28th site visit, the site was inspected for seeps, springs, wetlands and associated plants and soil, and significant trees. None of the above features were identified during the site investigation.

AGRICULTURAL LANDS

The Farmland Protection Policy Act (FPPA) is intended to minimize the impact that federal programs have on the unnecessary and irreversible conversion of farmland to nonagricultural uses. For this project site, the FPPA is not applicable because the proposed project site is already developed, thus, no prime farmland soils will be impacted. Although some ranch/farmland is present in the surrounding area and adjacent lots, farmland does not currently exist on the project site.

4.8 Vegetation and Wildlife

VEGETATION

The proposed project is located in the Blackland Prairies Natural Region of Texas (Gould, 1960). The Blackland Prairies region was formerly a medium-tallgrass prairie dominated by dropseeds (*Sporobolus sp.*), switchgrass (*Panicum virgatum*), eastern gamagrass (*Tripsacum dactyloides*), yellow indiagrass (*Sorghastrum nutans*), big bluestem (*Andropogon gerardii*), and little bluestem (*Schizachyrium scoparium*) (Telfair, 1999). Grassland areas were interspersed with smaller woodland patches dominated by deciduous trees. However, little of the original



grassland remains in the region due to conversion of the land for agricultural purposes, including both farming and livestock grazing.

According to The Vegetation Types of Texas, vegetation of the project area is mapped as Post Oak Woods/Forest (McMahan, et. al, 1984). This vegetation type consists of woodland vegetation dominated by oaks (*Quercus sp.*), junipers (*Juniperus sp.*), mesquite (*Prosopis glandulosa*), cedar elm (*Ulmus crassifolia*), and sugar hackberry (*Celtis laevigata*), with an understory comprised of grasses and forbs. The natural region and vegetation type are shown on **Figure 4F – Natural Regions and Vegetation Types Map**.



Photos 5 and 6 Typical Project Area Vegetation

Vegetation within the project area is dominated by grasses and forbs, with some scattered trees and shrubs. Project area vegetation appears to have been disturbed by recent mowing. The majority of the project area consists of grassland dominated by common bermudagrass (*Cynodon dactylon*), and Johnsongrass (*Sorghum halepense*). Other species observed in the area include giant ragweed (*Ambrosia trifida*), sunflower (*Helianthus sp.*), black-eyed susan (*Rudbeckia hirta*), goldenrod (*Solidago sp.*), and Mexican hat (*Ratibida columnaris*). A few honey mesquite saplings are also found in the area.

Some fenceline vegetation is present along fences around the properties adjacent to the project. Fenceline vegetation is dominated by honey mesquite. Other tree species found along the fenceline include sugar hackberry and live oak (*Quercus virginiana*). Trees near the fenceline would remain undisturbed.

Approximately 4.6 acres of existing grassland vegetation would be removed for construction of the proposed residences. Based on a field visit conducted by CMEC on July 5, 2010, no rare or unique vegetation types are present within or adjacent to the proposed project area, and none would be impacted. No unusually large trees would be impacted.

WILDLIFE

The project area is located within the Texan Biotic Province, as mapped by Blair (1950). The Texan Biotic Province generally corresponds to the Blackland Prairies region of the state. Approximately 49 species of mammals, 23 species of amphibians (including five amphibians and



18 frogs/toads), and 57 species of reptiles (including two turtles, 16 lizards, and 39 snakes) can be found in the region (Blair, 1950). Approximately 471 species of birds can be found in the region (Freeman, 2003). Common species are listed below.

Typical mammal species found in the vicinity of the proposed project include the Virginia opossum (*Didelphis virginiana*), Mexican free-tailed bat (*Tadarida brasiliensis*), eastern cottontail (*Sylvilagus floridanus*), hispid cotton rat (*Sigmodon hispidus*), deer mouse (*Peromyscus maniculatus*), coyote (*Canis latrans*), common raccoon (*Procyon lotor*), striped skunk (*Mephitis mephitis*), bobcat (*Lynx rufus*), and white-tailed deer (*Odocoileus virginianus*) (Davis and Schmidley, 1994).

Common amphibian species found in the project vicinity include the gulf coast toad (*Bufo valliceps*), Woodhouse's toad (*Bufo woodhousii*), Great Plains narrow-mouthed toad (*Gastrophryne olivaceous*), green treefrog (*Hyla cinerea*), Strecker's chorus frog (*Pseudacris streckeri*), bullfrog (*Rana catesbeiana*), Rio Grande leopard frog (*R. berlandieri*), southern leopard frog (*R. sphenoccephala*), and Couch's spadefoot (*Scaphiopus couchii*). Common reptiles include the red-eared slider (*Trachemys scripta elegans*), common snapping turtle (*Chelydra serpentina*), green anole (*Anolis carolinensis*), six-lined racerunner (*Cnemidophorus sexlineatus*), cottonmouth (*Agkistrodon piscivorus*), Texas rat snake (*Elaphe obsoleta*), eastern hog-nosed snake (*Heterodon platirhinos*), coachwhip (*Masticophis flagellum*), diamond-backed water snake (*Nerodia rhombifer*), bullsnake (*Pituophis catenifer*), and eastern garter snake (*Thamnophis sirtalis*) (TCWC, 2009).

Avian species common to the vicinity of the project include the Great Blue Heron (*Ardea herodias*), Black Vulture (*Coryagyps atratus*), Turkey Vulture (*Cathartes aura*), Red-shouldered Hawk (*Buteo lineatus*), Killdeer (*Charadrius vociferous*), White-winged Dove (*Zenaida asiatica*), Mourning Dove (*Z. macroura*), Eastern Screech Owl (*Megascops asio*), Great Horned Owl (*Bubo virginianus*), Red-bellied Woodpecker (*Melanerpes carolinus*), Ladder-backed Woodpecker (*Picoides scalaris*), Blue Jay (*Cyanocitta cristata*), American Crow (*Corvus brachyrhynchos*), Carolina Chickadee (*Poecile carolinensis*), Tufted Titmouse (*Baeolophus bicolor*), Carolina Wren (*Thryothorus ludovicianus*), Northern Mockingbird (*Mimus polyglottos*), European Starling (*Sturnus vulgaris*), Northern Cardinal (*Cardinalis cardinalis*), Red-winged Blackbird (*Agelaius phoeniceus*), Eastern Meadowlark (*Sturnella magna*), Great-tailed Grackle (*Quiscalus mexicanus*), Brown-headed Cowbird (*Molothrus ater*), and House Sparrow (*Passer domesticus*) (Freeman, 2003).

THREATENED OR ENDANGERED SPECIES

Lists of threatened and endangered species maintained by the U.S. Fish and Wildlife Service and Texas Parks and Wildlife Department (TPWD) were consulted to determine which species could occur in the vicinity of the proposed project. A total of 12 federally-listed endangered species, eight state-listed threatened species, and four federal candidate species were identified as having the potential to occur in Travis County. These species are listed in **Table 5**, along with their listing status, a description of appropriate habitat, and a determination of whether habitat for those species occurs within the project area.



Table 5: Threatened and Endangered Species of Potential Occurrence in Travis County, Texas

Species	Federal Listing Status	State Listing Status	Species/Habitat Description	Habitat Present?
Mollusks				
False spike mussel <i>Quadrula mitchelli</i>	NL	T	Possibly extirpated; probably medium to large rivers; substrates vary; water lilies may be present	No; no rivers occur within the project area.
Smooth pimpleback <i>Quadrula houstonensis</i>	NL	T	Small to moderate streams and rivers as well as moderate size reservoirs; tolerates very slow to moderate flow rates; appears not to tolerate dramatic water level fluctuations, scoured bedrock substrates, or shifting sand bottoms	No; no streams, rivers, or reservoirs occur within the project area.
Texas fatmucket <i>Lampsilis bracteata</i>	NL	T	Streams and rivers on sand, mud, and gravel substrates; intolerant of impoundment; broken bedrock and coarse gravel or sand in moderately flowing water	No; no streams or rivers occur within the project area.
Texas fawnsfoot <i>Truncilla macrodon</i>	NL	T	Possibly rivers and larger streams, and intolerant of impoundment; flowing rice irrigation canals	No; no streams or rivers occur within the project area.
Texas pimpleback <i>Quadrula petrina</i>	NL	T	Mud, gravel, and sand substrates, generally in areas with slow flow rates	No; no streams occur within the project area.
Arachnids				
Bone Cave harvestman <i>Texella reyesi</i>	E	NL	Small, blind, cave-adapted harvestman endemic to a few caves in Travis and Williamson Counties; weakly differentiated from <i>Texella reddelli</i>	No; no karst features are known to occur in the project vicinity.
Bee Creek Cave harvestman <i>Texella reddelli</i>	E	NL	Small, blind, cave-adapted harvestman endemic to a few caves in Travis and Williamson Counties	No; no karst features are known to occur in the project vicinity.
Tooth Cave pseudoscorpion <i>Tartarocreagris texana</i>	E	NL	Small, cave-adapted pseudoscorpion known from small limestone caves of the Edwards Plateau	No; no karst features are known to occur in the project vicinity.
Tooth Cave spider <i>Neoleptoneta myopica</i>	E	NL	Very small, cave-adapted, sedentary spider	No; no karst features are known to occur in the project vicinity.
Warton's cave meshweaver <i>Cicurina wartoni</i>	C	NL	Very small, cave-adapted spider	No; no karst features are known to occur in the project vicinity.
Insects				
Kretschmarr Cave mold beetle	E	NL	Small, cave-adapted beetle found under rocks buried in silt; small,	No; no karst features are known to occur in

Table 5: Threatened and Endangered Species of Potential Occurrence in Travis County, Texas

Species	Federal Listing Status	State Listing Status	Species/Habitat Description	Habitat Present?
<i>Texamaurops reddelli</i>			Edwards Limestone caves of the Jollyville Plateau	the project vicinity.
Tooth Cave ground beetle <i>Rhadine Persephone</i>	E	NL	Resident, small, cave-adapted beetle found in small Edwards Limestone caves in Travis and Williamson Counties	No; no karst features are known to occur in the project vicinity.
Fishes				
Smalleye shiner <i>Notropis buccula</i>	C	NL	Endemic to upper Brazos River system and its tributaries; apparently introduced into adjacent Colorado River drainage; medium to large prairie streams with sandy substrate and turbid to clear warm water	No; no streams are found within the project area.
Amphibians				
Austin blind salamander <i>Eurycea waterlooensis</i>	C	NL	Mostly restricted to subterranean cavities of the Edwards Aquifer; dependent upon water flow/quality from the Barton Springs segment of the Edwards Aquifer; only known from the outlets of Barton Springs	No; no karst features are known to occur in the project vicinity; project is not located near Barton Springs.
Barton Springs salamander <i>Eurycea sosorum</i>	E	E	Dependent upon water flow/quality from the Barton Springs segment of the Edwards Aquifer; only known from the outlets of Barton Springs; spring dweller, but ranges into subterranean water-filled caverns; found under rocks, in gravel , or among aquatic vascular plants and algae	No; no karst features are known to occur in the project vicinity; project is not located near Barton Springs.
Jollyville Plateau salamander <i>Eurycea tonkawae</i>	C	NL	Known from springs and waters of some caves north of the Colorado River	No; no springs or karst features are known to occur in the project vicinity.
Reptiles				
Texas horned lizard <i>Phrynosoma cornutum</i>	NL	T	Open, arid and semi-arid regions with sparse vegetation, soil varies in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September	No; no open, arid or semi-arid habitat with sparse vegetation occurs in the project vicinity. No active red ant mounds on parcel.
Birds				
American Peregrine Falcon	DL	T	Resident of west Texas, migrant across the rest of the state;	No; no breeding or wintering habitat;

Table 5: Threatened and Endangered Species of Potential Occurrence in Travis County, Texas

Species	Federal Listing Status	State Listing Status	Species/Habitat Description	Habitat Present?
<i>Falco peregrinus anatum</i>			winters along coast; occupies wide range of habitats during migration, including urban; stopovers at leading landscape edges	potential migrant.
Bald Eagle <i>Haliaeetus leucocephalus</i>	DL	T	Found primarily near rivers and large lakes; nests in tall trees or on cliffs near water	No; no breeding or wintering habitat; potential migrant.
Black-capped Vireo <i>Vireo atricapilla</i>	E	E	Oak-juniper woodlands with a distinctive, patchy, two-layered aspect; shrub and tree layer with open, grassy spaces; broad-leaved shrubs and trees which provide insects for feeding, and foliage reaching to ground level for nesting cover	No; required vegetative structure and foliage to ground level are lacking from the project vicinity.
Golden-cheeked Warbler <i>Dendroica chrysoparia</i>	E	E	Juniper oak-woodlands; long, fine bark strips from mature Ashe juniper trees used in nest construction; nests in trees other than Ashe juniper; nests late March-early summer	No; the project is primarily grassland with no Ashe junipers present.
Interior Least Tern <i>Sterna antillarum athalassos</i>	E	E	Listed only when inland (more than 50 miles from a coastline); nests along sand and gravel bars within braided streams, rivers; also known to nest on man-made structures (inland beaches, wastewater treatment plants, gravel mines, etc.); when breeding forages within a few hundred feet of colony	No; no streams or rivers are found within the project area.
Whooping Crane <i>Grus americana</i>	E	E	Potential migrant via plains throughout state to coast; winters in coastal marshes	No breeding or wintering habitat; potential migrant.
Mammals				
Red wolf <i>Canis rufus</i>	E	E	Extirpated; formerly known throughout eastern half of Texas	No; species is extirpated.
Status				
E = Endangered	DL = Delisted	NL = Not Listed		
T = Threatened	C = Candidate for Listing			

Sources: TPWD, 2010a. USFWS, 2010.

In addition to the species listed in **Table 5**, 25 species of concern could also occur in Travis County (TPWD, 2010). These include six plants (basin bellflower, *Campanula reverchonii*; bracted twistflower, *Streptanthus bracteatus*; canyon mock-orange, *Philadelphus ernestii*;



Correll's false dragon head, *Physostegia correllii*; Texabama croton, *Croton alabamensis* var *texensis*; and Warnock's coral-root, *Hexalectris warnockii*), eight mollusks (creeper, *Strophitus undulatus*; pistolgrip, *Tritogonia verrucosa*; and rock pocketbook, *Arcidens confragosus*), three crustaceans (an amphipod, *Stygobromus russelli*; Balcones Cave amphipod, *Stygobromus balconis*; and bifurcated cave amphipod, *Stygobromus bifurcatus*), one arachnid (Bandit Cave spider, *Cicurina bandida*), three insects (Leonora's dancer damselfly, *Argia leonorae*; Rawson's metalmark, *Calephelis rawsoni*; and Tooth Cave blind rove beetle, *Cylindropsis sp 1*), one fish (Guadalupe bass, *Microperus treculii*), one amphibian (Pedernales River springs salamander, *Eurycea sp 6*), two reptiles (spot-tailed earless lizard, *Holbrookia lacerata*, and Texas garter snake, *Phrynosoma cornutum*), three birds (Arctic Peregrine Falcon, *Falco peregrinus tundrius*; Mountain Plover, *Charadrius montanus*; and Western Burrowing Owl, *Athene cunicularia hypugaea*), and two mammals (cave myotis bat, *Myotis velifer*, and plains spotted skunk, *Spilogale putorius interrupta*). Species of concern are locally rare, but are not currently listed as threatened or endangered at either the state or federal levels.

TPWD's Texas Natural Diversity Database (TXNDD) was consulted on April 7, 2010 for information regarding recorded occurrences of threatened and endangered species in the project vicinity. According to the TXNDD, no occurrences of threatened or endangered species have been reported within or adjacent to the project area (TXNDD, 2010). No recorded occurrences of any listed species occur within five miles of the project area.

The proposed project is located outside of the area included on the Balcones Canyonlands Conservation Plan habitat maps (BCCP, 2006). No known or suspected Golden-cheeked Warbler (*Dendroica chrysoparia*) or Black-capped Vireo (*Vireo atricapilla*) habitat has been mapped in the vicinity of the project area and none was identified during field investigations.

According to the 2007 revised Karst Zone Maps for the Austin area, the proposed project is located outside of the area mapped by George Veni and Associates as likely to contain endangered cave species (Veni, 2007). Therefore, no impacts to karst invertebrates would occur as a result of the proposed project.

Federally-listed species and their habitats are protected under the Endangered Species Act of 1973. No critical habitat for federally-listed species occurs within the project area. No habitat for any federally-listed threatened or endangered species was observed within the project area during field investigations; therefore, no effects to federally-listed species are anticipated as a result of the project.

Under state law, direct impacts to state-listed species are prohibited. No impacts to state-listed species would occur. If any individuals of state-listed species are observed within the project area during construction, care should be taken to avoid any impacts to the species.

4.9 Cultural Resources

Because the proposed project involves both a political subdivision of the State of Texas (Travis County) and federal funding via the HUD, both the Texas Antiquities Code and Section 106 of the National Historic Preservation Act (NHPA) apply. According to a search of the restricted Sites Atlas maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory (TARL), no known archeological sites, historic cemeteries, Official State Historical Markers, State Archeological Landmarks (SALs), or properties or districts listed on the National Register of Historic Places (NRHP) are located in the project area (THC, 2010). Within



0.62 miles of the project area, five archeological sites have been recorded, all located at a distance of approximately 0.56-0.62 miles:

- 41TV1108, a minor scatter of possibly prehistoric lithics and historic-age debris;
- 41TV1111, a minor deposit of historic-age debris along with a shed and corral;
- 41TV1255, a deposit of lithic flakes and possible cores characterized by the recorders as ineligible for NRHP/SAL status;
- 41TV1275, a multi-component site with burned rock, lithics, and historic-age ceramics, tested by PBS&J and found to be ineligible for NRHP/SAL status; and
- 41TV1987, a very large (approximately 984 feet in diameter) deposit of diagnostic lithics and other materials, including a human cranial fragment. Also tested by PBS&J, the site was found to lack the integrity and data potential necessary for NRHP/SAL status (THC, 2010).

According to the Atlas, the current project area was included in two archeological surveys carried out in 1985 and 1986 by Espey, Huston and Associates (EHA) for the Environmental Protection Agency (EPA) and the Austin Municipal Utility District (MUD); no archeological sites were documented within the project area, although several were documented within 0.56-0.62 miles, as discussed above (THC, 2010). Other surveys for the EPA and Austin MUD were carried out north and west of the project area, also in the 1980s. Later nearby surveys include SH 130 corridor studies performed from 2001 through 2005 by PBS&J and Hicks & Company 0.5 miles to the west (sponsored by the Texas Department of Transportation [TxDOT] and the Federal Highway Administration [FHWA]), as well as a 2008 survey carried out by Raba-Kistner for the Del Valle Independent School District (ISD). The latter project, which concerned a 27-acre parcel immediately across Gilbert Road from the present project area, entailed the excavation of 15 shovel test units, none of which yielded cultural materials (Held, 2009). Overall, despite the presence of known sites within 0.62 miles, the 1985-1986 EHA surveys of the project area and the recent Raba-Kistner survey across the road from it illustrate the low archeological potential of the project area and its immediate environs.

To fully evaluate the proposed work's potential for impacts to historic-age structures as well as archeological sites, additional review was undertaken of documents such as historic aerial photographs (available via aggregators such as HistoricAerials.com), historic maps in the Texas Historic Overlay (THO) (Foster et al., 2006), and property records maintained by the Travis Central Appraisal District (TCAD). The proposed construction will not directly impact any standing structures, as the area has been completely cleared.

To comply with Section 106 requirements, indirect impacts were also considered, particularly via changes in the visual environment. All parcels adjacent to the project area were examined. Indications of two structures immediately southeast of the project area were found on 1896 and 1955 United States Geological Survey (USGS) quadrangle maps available in the THO. However, no evidence of structures was visible at that location in aerial photographs of any age, from the mid-twentieth century through 2009, or on the more recent USGS quadrangle maps, published in 1988 and 2010. The TCAD deed record for the parcel that apparently contained these structures contained a reference to a residence with a 1950 build date (TCAD parcel ID 0202500208). However, this structure does not appear to correspond to the locations of the notations on the USGS maps; it is visible in aerial photographs on the south end of the parcel, approximately 0.37 miles from the project area. Even if the 1950 residence were eligible for the



NRHP, it would not be indirectly affected by the proposed residences in the Gilbert Lane New Housing Development, as it is located at a considerable distance from the project area and is screened from potential visual impacts by heavy tree cover on the parcel upon which it is located and on intervening parcels. No other evidence of structures was found in the archival research, and no other deed records for parcels adjacent to the project area contained any mention of structures other than modern residences (typically dating to the 1980s-2000s).

The results of this background research were forwarded to THC on June 14, 2010, accompanied by a recommendation that no further archeological or historic-structures research is undertaken. THC concurred on July 5, 2010 that no survey is required. **Appendix F – Agency Coordination.**

4.10 Other Factors

FLOOD DISASTER PROTECTION ACT (FLOOD INSURANCE)

Executive Order 11988 "Floodplain Management" requires Federal agencies to avoid actions, to the extent practicable that will result in the location of facilities in floodplains and/or affect floodplain values. HUD regulations for protecting floodplains (24 CFR Part 55 Floodplain Management) restrict financial support for projects located within the designated 100-year floodplain, unless it can be demonstrated that there are no practicable alternatives outside of the floodplain.

None of the 27 lots are within the 100-year floodplain. The Floodplain Administrator has made a determination that all 27 lots are out of the 100-year floodplain. Also, as a part of the subdivision development, a FEMA Conditional Letter of Map Revision (CLOMR, Case No. 06-06-BC44R) has been issued confirming that after construction of the proposed channelization and land grading improvements, no subdivision lots, including the 27 lots for this project, will be in the 100-yr floodplain. **Appendix B – Subdivision Plans** (Sheet 5) shows the Revised Effective FEMA floodplain (based on an updated FEMA model without the proposed development) and the proposed floodplain, as developed for the FEMA CLOMR submittal. All drainage improvements proposed by the CLOMR are substantially complete, as observed on the June 28, 2010 site visit and concurred by the subdivision engineer. The final Letter of Map Revision has been submitted and is awaiting FEMA approval. It should also be noted that the revised effective FEMA floodplain shows that all of the 27 lots for the proposed project were out of the floodplain prior to construction of the channelization and land grading improvements.

Figure 4G – Floodplain Map has been included to indicate the approved CLOMR 100-year floodplain boundary. For illustrative purposes, the boundary for the 100-year (Zone A) floodplain is also shown, based on the current Federal Insurance Rate Map (FIRM, Map Panel 48453C0490H, Effective Date - September 26, 2008). Zone A is based on an approximate method that does not achieve the degree of accuracy of the study subsequently performed for the CLOMR. Based on the FIRM floodplain boundary, 23 lots are entirely out of the 100-year floodplain and four lots are partially in the floodplain. Any likely proposed building sites on these lots would not be impacted by the FIRM floodplain boundary. The CLOMR demonstrates that all 27 lots are currently out of the floodplain, and the Floodplain Administrator has (as previously indicated) provided determination that all 27 lots are out of the 100-year floodplain.



COASTAL BARRIER RESOURCES ACT/COASTAL BARRIER IMPROVEMENT ACT

The Federal Coastal Zone Management Act of 1972 provided that coastal states develop resource-management programs to regulate coastal resources. In 1975, the state of Texas developed the Texas Coastal Management Program. Currently managed by the Texas General Land Office, the Coastal Management Program is designed to protect the following counties: Aransas; Brazoria; Calhoun; Cameron; Chambers; Galveston; Jackson; Jefferson; Kenedy; Kleberg; Matagorda; Nueces; Orange; Refugio; San Patricio; Victoria; and, Willacy. **Figure 4G – Coastal Zone Map**, illustrates the boundary of the Texas coastal zone in relation to Travis County. This project is not located within a coastal zone as defined by the Texas Coastal Management Program.

AIRPORT RUNWAY CLEAR ZONES OR CLEAR ZONE DISCLOSURE

HUD policy as described in 24 CFR 51, Subpart D, describes that assistance for construction or major rehabilitation of any real property located on a clear zone site is prohibited for a project that will be frequently used or occupied by people. The proposed housing development site is not located close enough to any airfield (civil or military) for this to be applicable.

The nearest civil runway is the east runway at Austin Bergstrom International Airport, located approximately 28,000 feet (5.3 miles) southwest from the proposed housing development site. No military runways exist within Travis County, so the site is clear of the 8,000 feet clearance for military airfield runways as well. See **Figure 1B** for project location in relation to Austin Bergstrom International Airport (ABIA).

5.0 Public Involvement

The land acquisition project must go through several public comment processes in order to proceed. The first public process was through the Annual Action Plan public comment process which provided the opportunity for the public to review the project without benefit of knowing the location of the property to be purchased. Second, the location of the land went through a public comment period to allow the public to review and comment on the proposed location. Finally, after completion of the environmental assessment, the public will have two comment period opportunities, one through Travis County and one through the HUD, to provide written comment regarding any concerns on the project's impact to the environment and to identify any procedural issues related to the completion of the environmental assessment, respectively.

The opportunity to participate was advertised on the Travis County website (www.co.travis.tx.us/CDBG), the seven community centers, and on the television channel of Travis County. Advertisements also appeared in newspapers of general circulation including the *Manor Messenger*, *Pflugerville Pflag*, *Hill Country News*, *Lake Travis View*, *North Lake Travis Log*, *West Lake Picayune*, *Oak Hill Gazette*, *The Austin Chronicle* and the Spanish language newspapers *Ahora Si* and *El Mundo*. In addition, notifications by mail and e-mail were sent to service providers, to county residents who had previously attended public hearings, to the community liaison departments of schools districts and to neighborhood associations. The announcements were available in English and Spanish, and provided at least 14 days prior to the beginning of the comment periods. For a full listing of the opportunities the community had to comment on the project, please view the public participation summary on the Current Projects page of the Travis County website found at www.co.travis.tx.us/cdbg.



After completion of the environmental assessment, the public will have 18 days to provide written comment to Travis County regarding any concerns on the project's impact to the environment and an additional 15 day written comment period to HUD to identify any procedural issues related to the completion of the Environmental Assessment. The anticipated Notice of No Significant Findings and Request for Release of Funds will be posted on or about July 28, 2010.

6.0 Mitigation Measures Recommended

No significant or adverse impacts resulting from this project were determined during this environmental assessment. However, all construction events have disruptive noises and some temporary effects on soils and nearby waterways. During the construction of the proposed 27 homes, Austin Habitat for Humanity is to carry out the following mitigation measures:

- A Storm Water Pollution Prevention Plan (SW3P) is required by TCEQ for this project. The SW3P will be prepared by the design (engineering) firm and during construction activities.
- Appropriate dust control methods are currently in use for surrounding industrial activities; and more will be employed during construction phase for this project.
- Revegetation will be completed in a timely manner after completion of construction to protect natural features and nearby waterways, and to prevent erosion.
- Construction activities will be limited to normal daytime hours to minimize disruptive noises from construction equipment, machinery and vehicles.

In addition, a stormwater detention/wet pond has already been constructed to capture and treat stormwater from the subdivision site before it enters Decker Creek.

7.0 Summary of Findings and Conclusions

This environmental assessment shows that the proposed project on Gilbert Road would not have any significant effects on the surrounding natural or man-made environment. All requirements of the NEPA Statutes and Authorities (24 CFR Part 58.5 and 58.6) and HUD environmental standards (24 CFR Part 51) have been met for this project; and in conclusion, this assessment has determined a Finding of No Significant Impact (FONSI).



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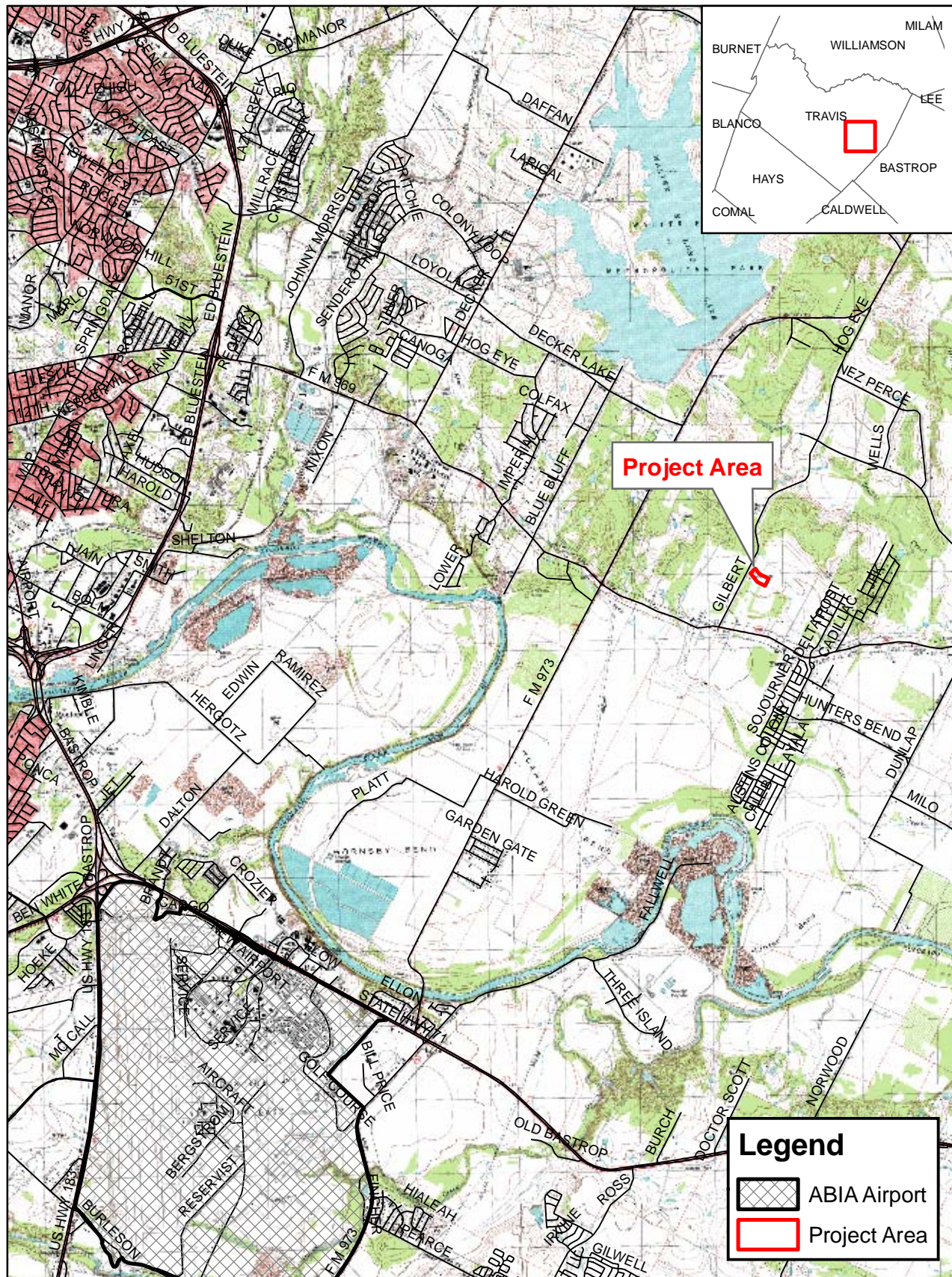


Gilbert Lane Housing Development: HUD Environmental Assessment

APPENDIX A

MAPS AND FIGURES





USGS 7.5' Quads: Manor and Webberville



0 0.5 1
Miles
1 inch equals 40 miles



FIGURE 1B
PROJECT LOCATION MAP
Gilbert Lane
Environmental Assessment
July 2010

Legend

- ABIA Airport
- Project Area



Source: 2009 CAPCOG Aerial Photo

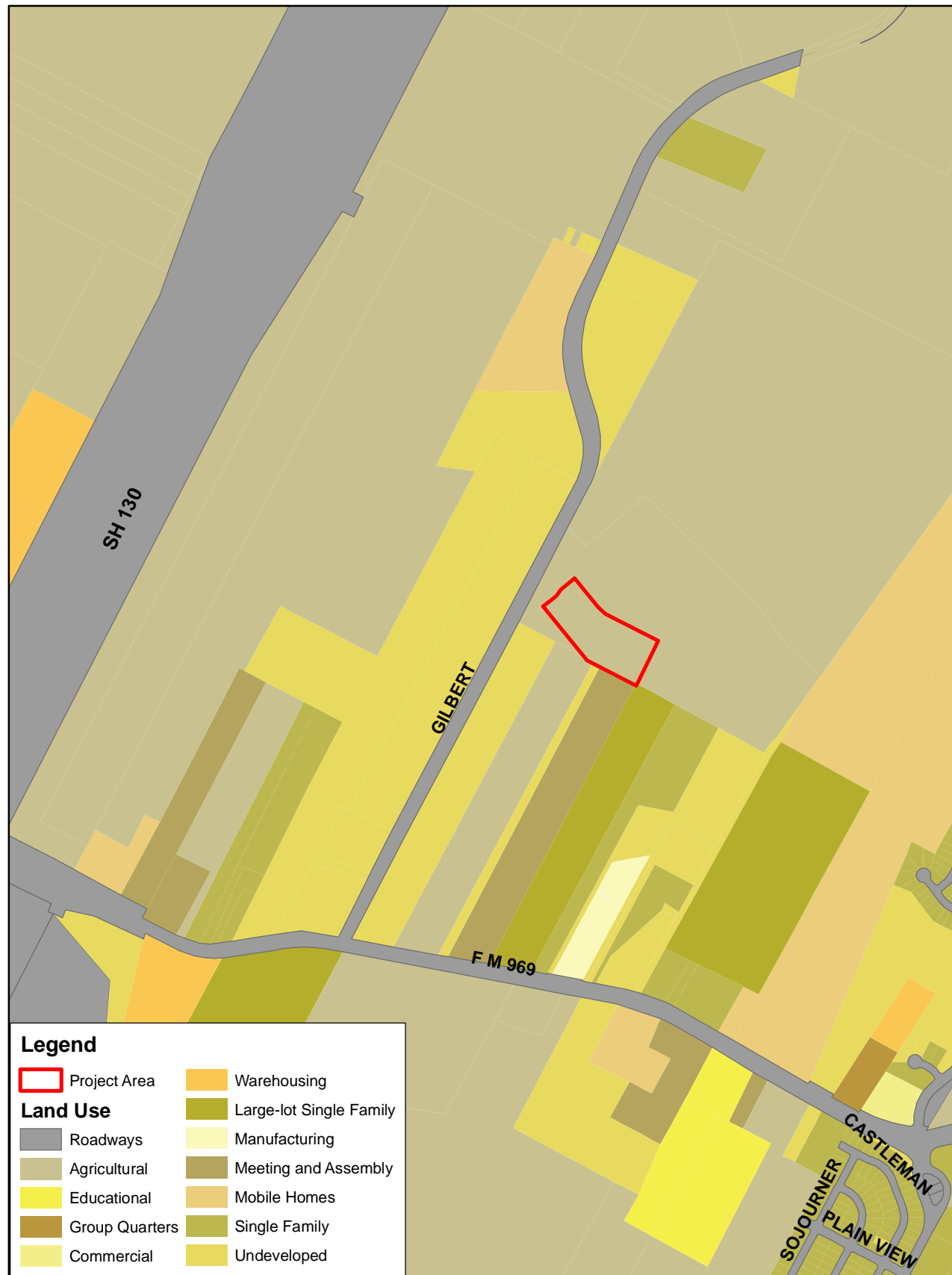


0 75 150 300
Feet

1" = 300'



FIGURE 1C
SITE MAP
Gilbert Lane
Environmental Assessment
July 2010



Source: 2008 City of Austin Land Use Data

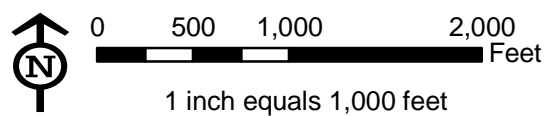
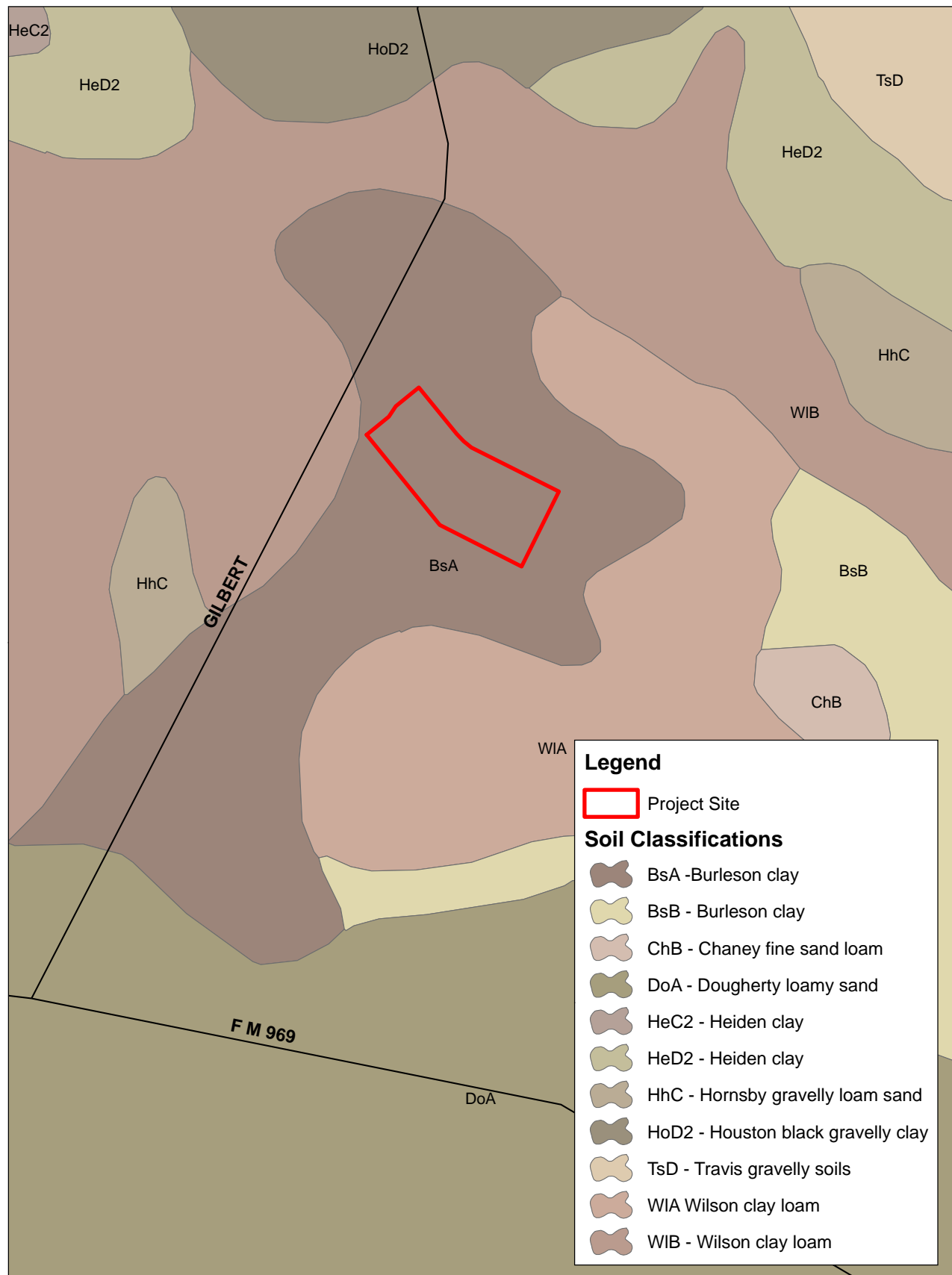


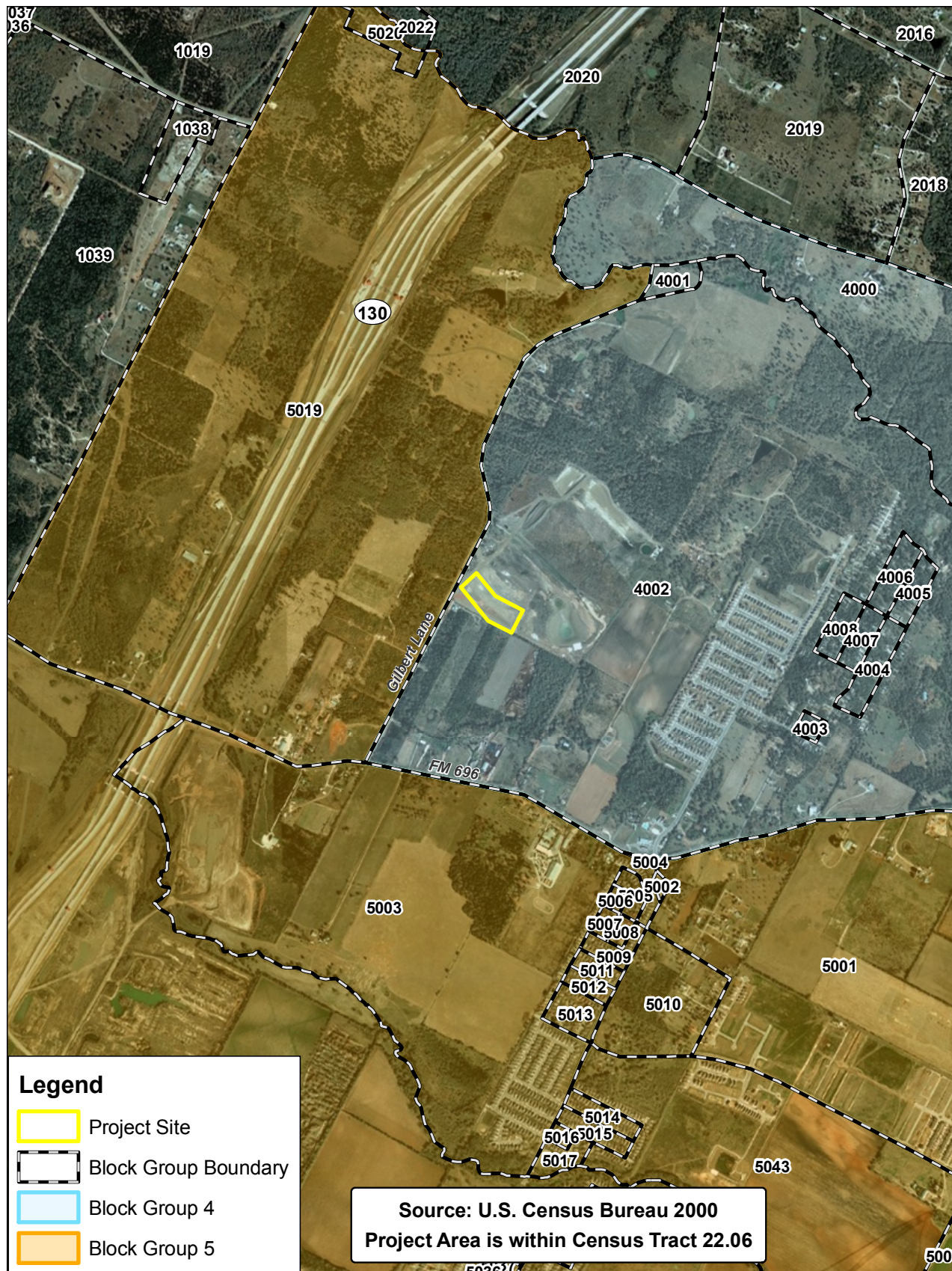
FIGURE 4A
LAND USE MAP
Gilbert Lane
Environmental Assessment
July 2010



0 300 600 Feet
1 inch equals 600 feet



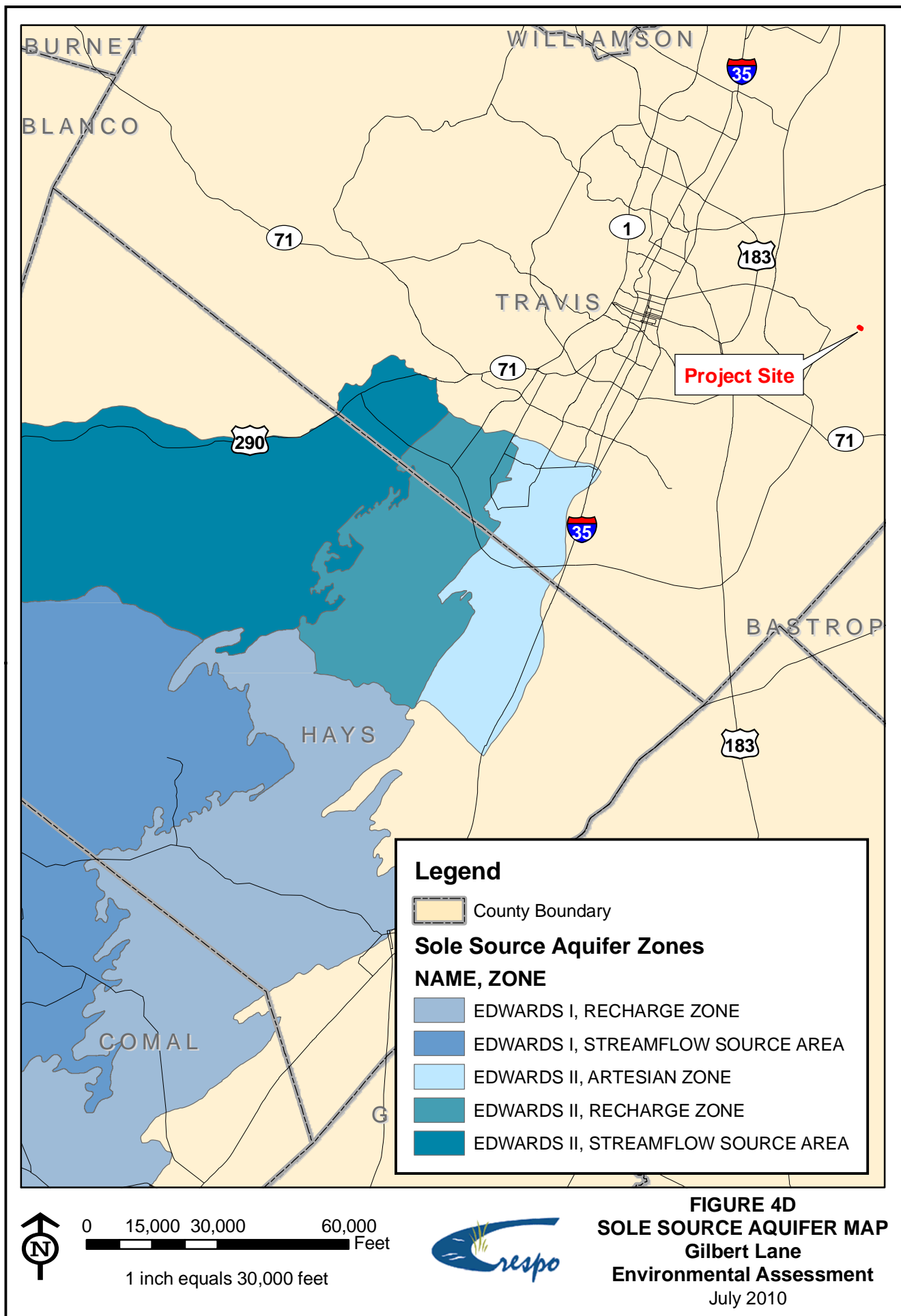
FIGURE 4B
SOILS MAP
Gilbert Lane
Environmental Assessment
July 2010



0 1,000 2,000 Feet
1 inch = 2,000 feet



FIGURE 4C
U.S. CENSUS BLOCKS MAP
Gilbert Lane
Environmental Assessment
July 2010



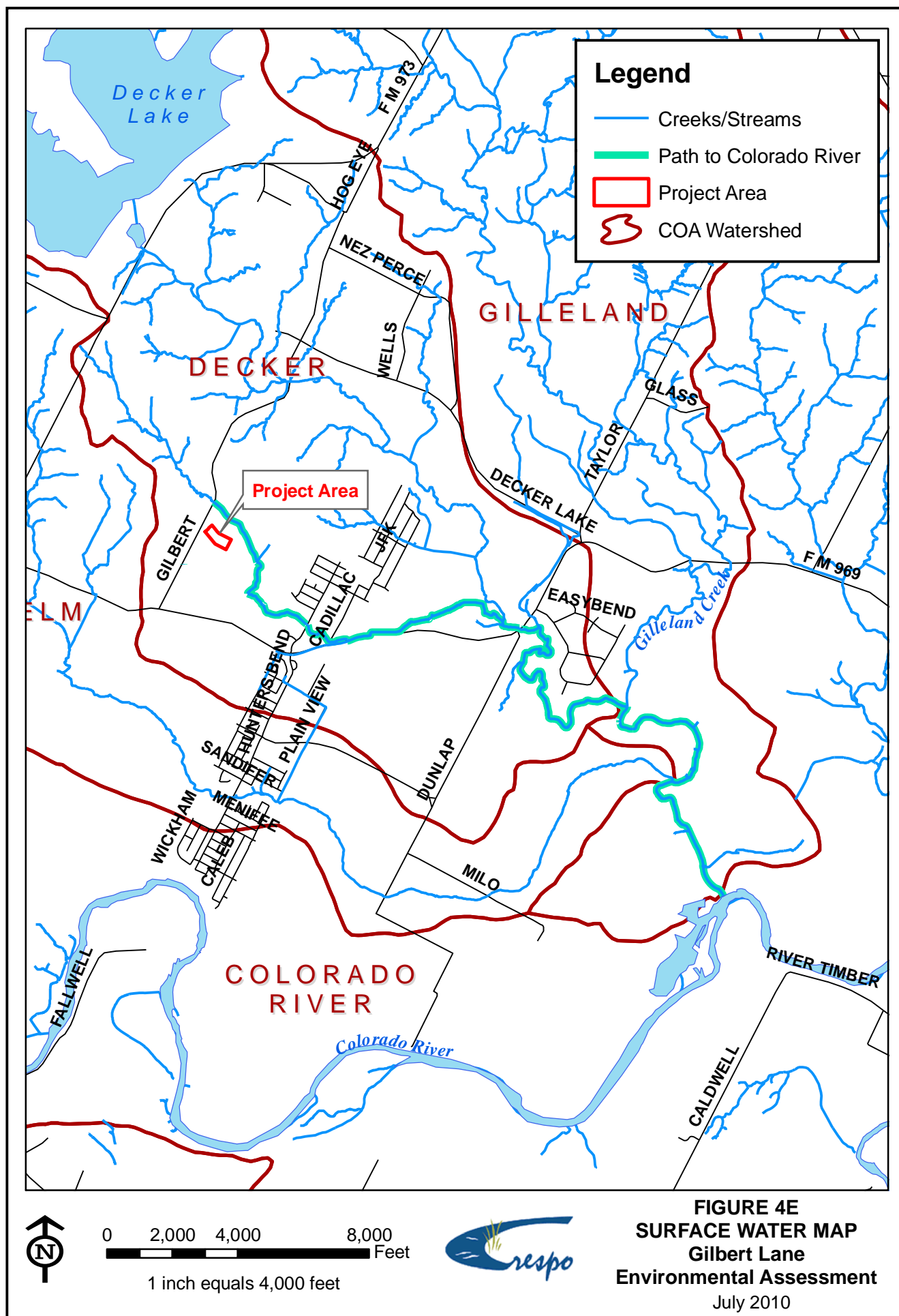


FIGURE 4E
SURFACE WATER MAP
Gilbert Lane
Environmental Assessment
July 2010

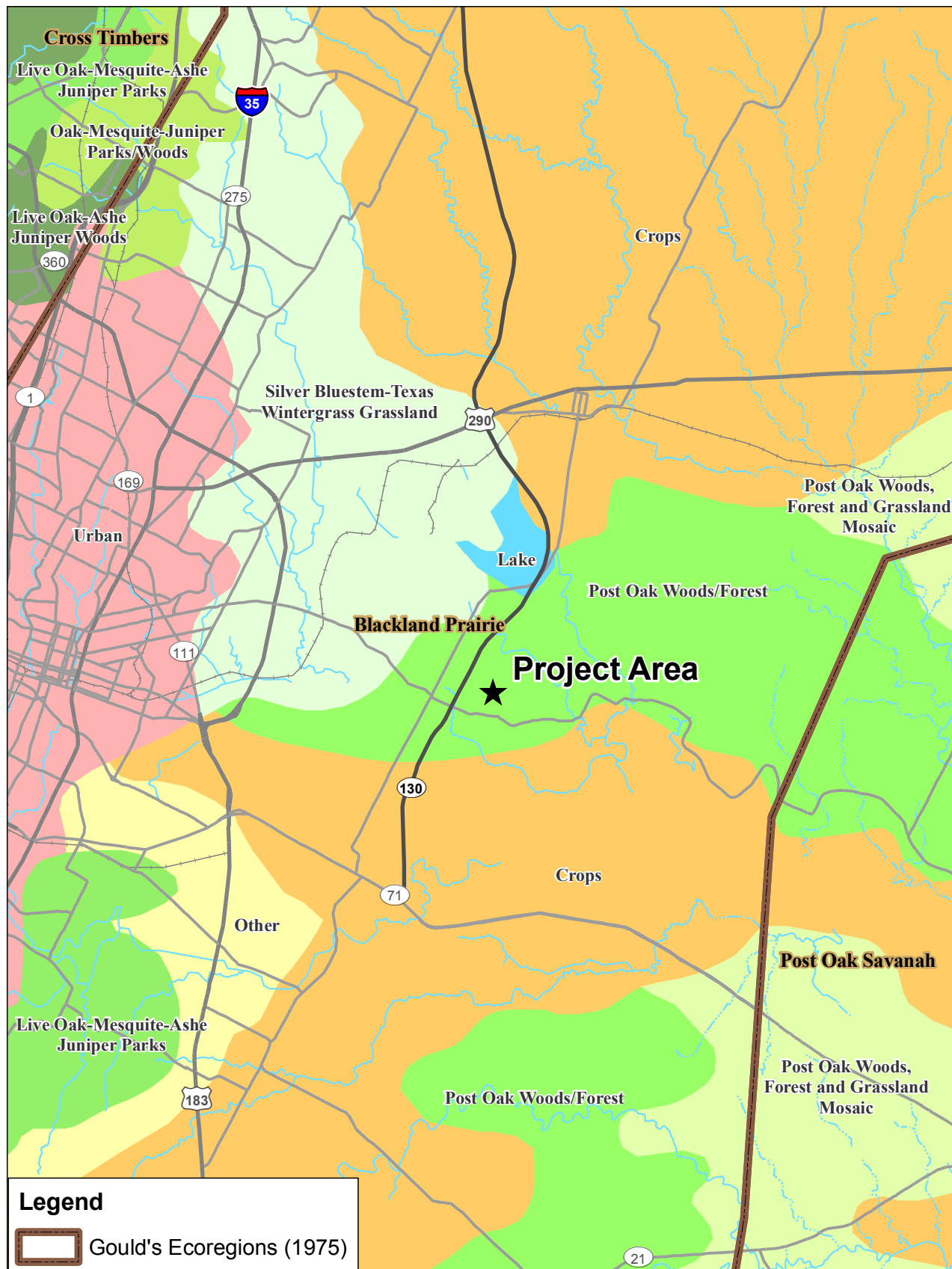
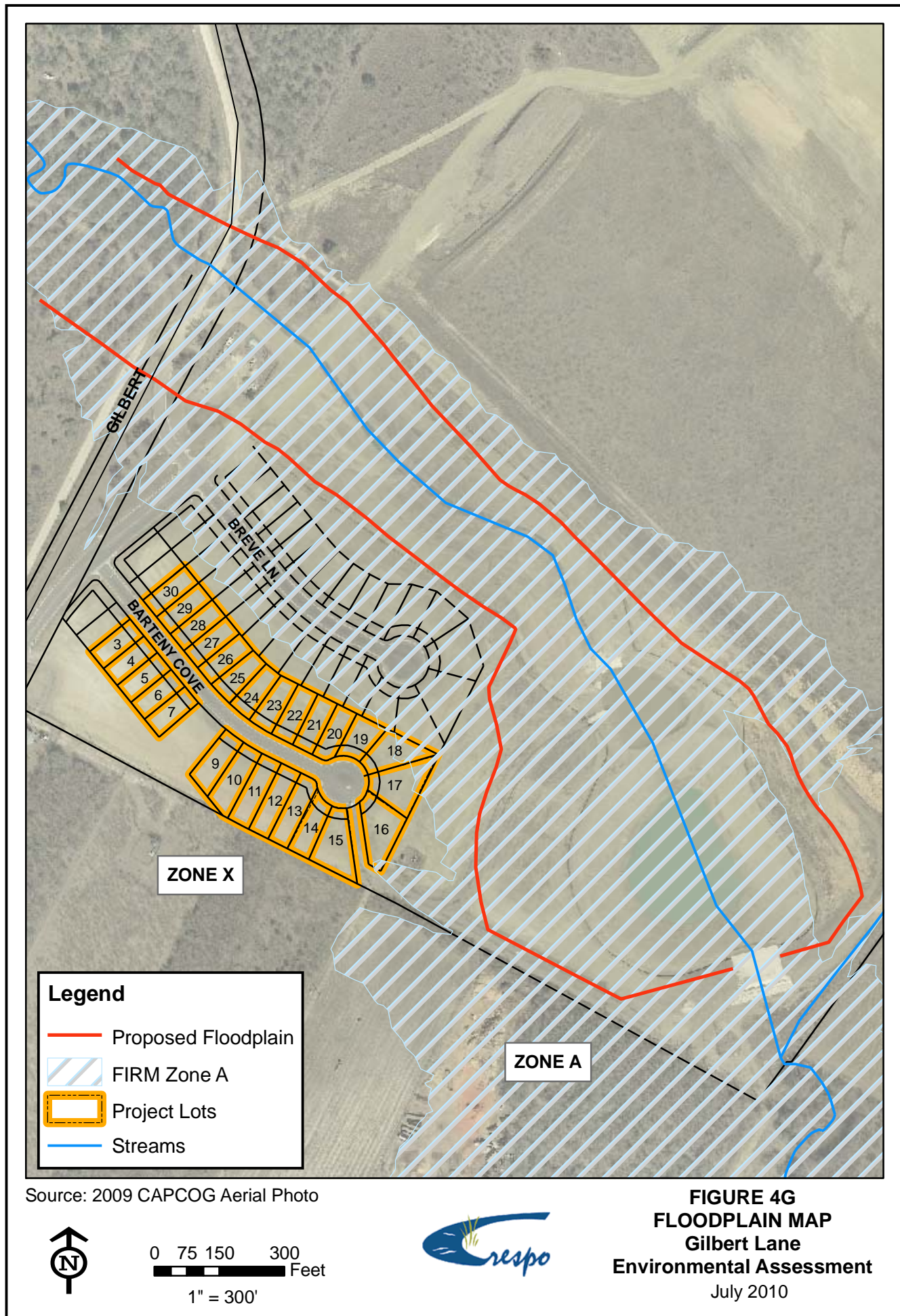
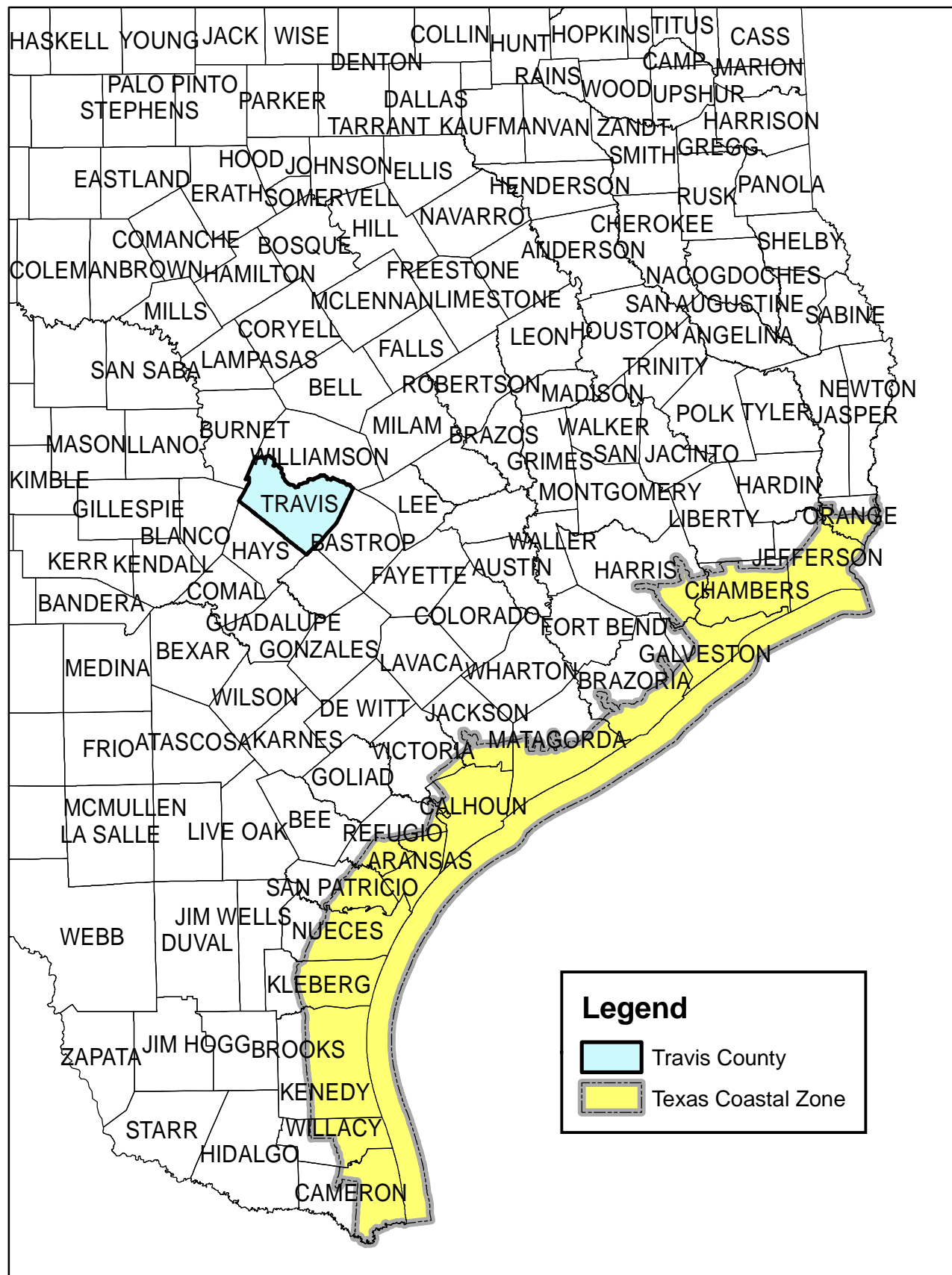


FIGURE 4F
NATURAL REGIONS AND
VEGETATION TYPES MAP
Gilbert Lane
Environmental Assessment
July 2010







0 30 60 120 Miles

1 inch equals 60 miles



FIGURE 4H
COASTAL ZONE MAP
 Gilbert Lane
 Environmental Assessment
 July 2010

Gilbert Lane Housing Development: HUD Environmental Assessment

APPENDIX B

SUBDIVISION PLANS

GILBERT LANE PHASE ONE

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

THAT GILBERT LANE INVESTMENTS, L.P., ACTING HEREIN BY AND THROUGH JOHN LLOYD, GENERAL PARTNER OF GILBERT LANE INVESTMENTS, L.P., BEING THE OWNER OF 163.939 ACRES CONVEYED BY DEED RECORDED IN DOCUMENT No. 2004051061 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IN THE JOSEPH DUTY SURVEY, ABSTRACT No. 9 AND THE JOHN BURLESON SURVEY No. 33, ABSTRACT No. 5, TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 42.0101 ACRES OF LAND OUT OF SAID TRACT IN ACCORDANCE WITH SECTIONS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON, TO BE KNOWN AS "GILBERT LANE, PHASE ONE", AND WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS THE HAND OF John Lloyd, THIS THE 17th DAY OF July, 2006, A.D.

JOHN LLOYD
GENERAL PARTNER
GILBERT LANE INVESTMENTS, L.P.
4111 LAKEPLACE LANE
AUSTIN, TEXAS 78746

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN LLOYD, GENERAL PARTNER OF GILBERT LANE INVESTMENTS, L.P., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 17th DAY OF July, 2006, A.D.

Notary Public
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

I, DONALD J. SANSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 25 OF THE AUSTIN CITY CODE OF 1999 AS AMENDED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Donald J. Sanson
DONALD J. SANSON
REGISTERED PROFESSIONAL ENGINEER NO. 60300
MURFRE ENGINEERING COMPANY
1101 CAPITAL OF TEXAS HIGHWAY SOUTH
BUILDING D, SUITE 110
AUSTIN, TEXAS 78746

THE 100-YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0090, TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993, COMMUNITY #481026.

Donald J. Sanson
DONALD J. SANSON
LICENSED PROFESSIONAL ENGINEER NO. 60300
MURFRE ENGINEERING COMPANY
1101 CAPITAL OF TEXAS HIGHWAY SOUTH
BUILDING D, SUITE 110
AUSTIN, TEXAS 78746

I, JERRY FULTS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF TITLE 25 OF THE AUSTIN CITY CODE OF 1999, AS AMENDED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Jerry Fults
JERRY FULTS
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 1999
CAPITAL SURVEYING COMPANY
1101 CAPITAL OF TEXAS HIGHWAY SOUTH
BUILDING D, SUITE 110 AUSTIN, TEXAS 78746

General Notes:

- No objects, including but not limited to, buildings, fences, or landscaping shall be allowed in a drainage easement except as approved by Travis County and the City of Austin.
 - Property owner or his/her assigns shall provide for access to the drainage easement as may be necessary and shall not prohibit access by governmental entities for inspection or maintenance of said easement.
 - All drainage easements on private property shall be maintained by the owner or his/her assigns.
 - All streets, driveways, sidewalks, drainage and water quality facilities, water and wastewater systems will be constructed to City of Austin standards and specifications.
 - Water service to be provided by Manville Water Supply Corporation.
 - Wastewater service to be provided by Hornsby Bend Utility.
 - Electric service to be provided by SBC.
 - Telephone service to be provided by SBC.
 - Gas service to be provided by Texas Gas Service.
 - Project is located within the City of Austin 2-mile Extra Territorial Jurisdiction.
 - No structure shall be occupied until connected to Manville Water Supply Corporation or a State approved water system.
 - No structure shall be occupied until connected to the Hornsby Bend Utility wastewater system.
 - This subdivision is subject to a phasing agreement with the Austin/Travis County Subdivision Single Office.
 - This subdivision is located in the Decker Creek watershed and is classified as Suburban. No portion of the subdivision is located over the Edwards Aquifer Recharge Zone.
 - This subdivision is subject to the provisions of Title 30 Austin/Travis County Subdivision Regulations.
- General Notes continued on sheet 3 of 3

THIS SUBDIVISION IS LOCATED IN THE EXTRA 2-MILE TERRITORIAL JURISDICTION OF THE CITY OF AUSTIN THIS THE ____ DAY OF _____, 20____.

APPROVED FOR ACCEPTANCE:

VICTORIA HSU, P.E.
DIRECTOR,
WATERSHED PROTECTION AND
DEVELOPMENT REVIEW DEPARTMENT

ZONING AND PLATTING COMMISSION

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE ____ DAY OF _____, 20____ A.D.

BETTY BAKER, CHAIRPERSON

MELISSA WHALEY, ASST. SECRETARY

COMMISSIONERS' COURT RESOLUTION

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREETS AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF IMPROVEMENTS. THE OWNER(S)' OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPERS' CONSTRUCTION.

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 20____ A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ____ DAY OF _____, 20____ A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY TEXAS
TRAVIS COUNTY, TEXAS

DEPUTY

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A.D. AT ____ O'CLOCK ____ M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____ A.D. AT ____ O'CLOCK ____ M., IN DOCUMENT No. _____, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

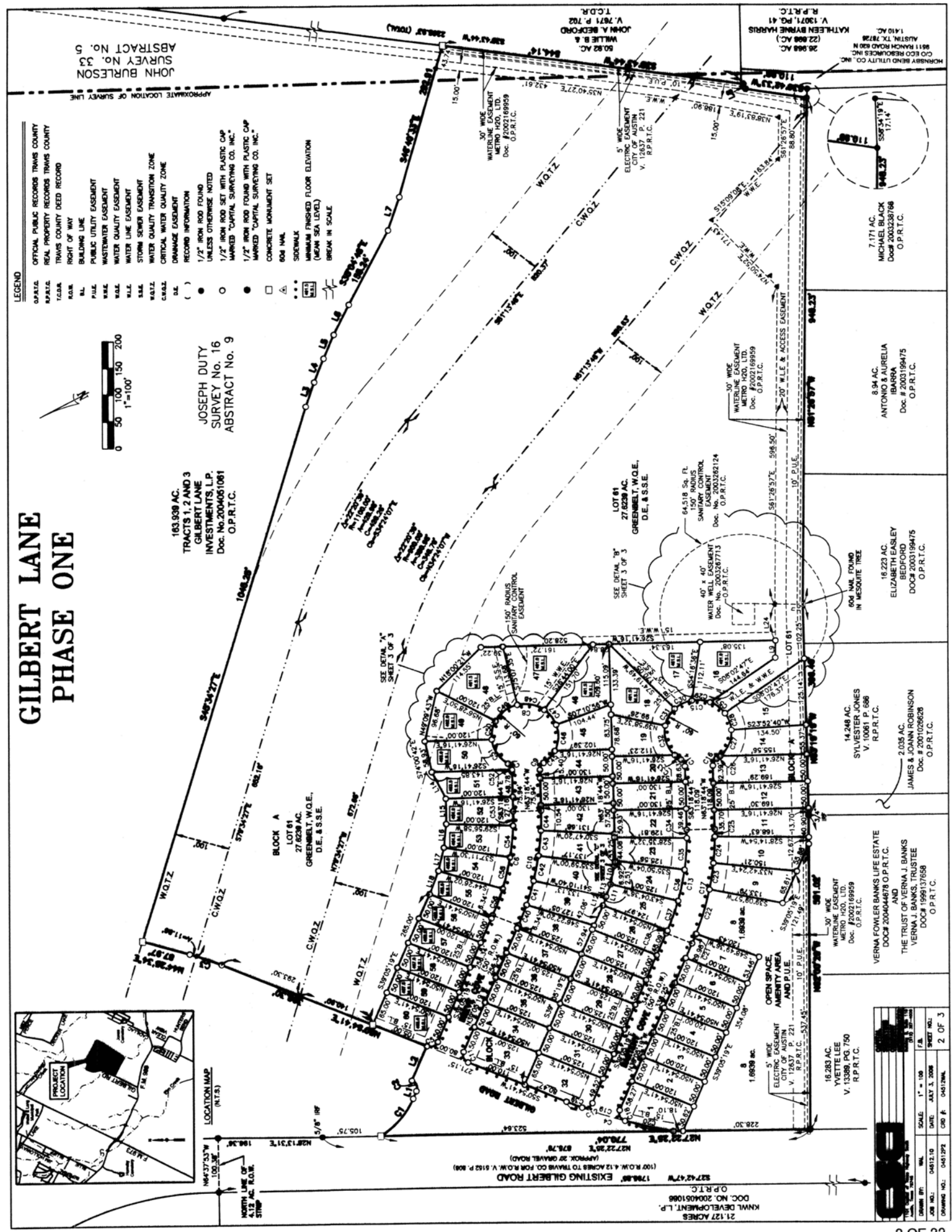
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ____ DAY OF _____, 20____ A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY:
DEPUTY

GILBERT LANE PHASE ONE

DATE: 04/12/10	SCALE: 1" = 100'	SHEET NO.: 1 OF 3
DRAWN BY: NAL	DATE: JULY 3, 2006	CREATED: 04/12/10
DRAWING NO.: 04012P1	ORD P: 04012P1	

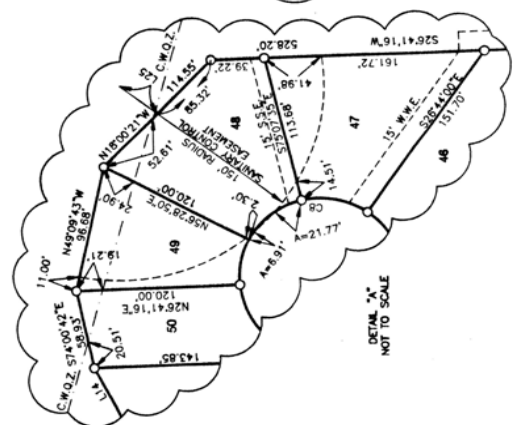
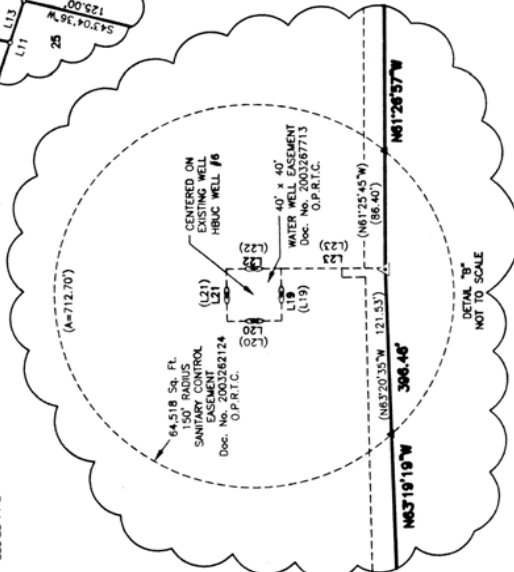
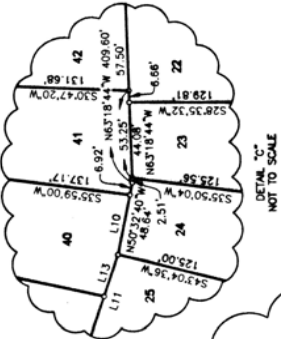


GILBERT LANE
PHASE ONE

CURVE NO.	DELTA	RADIUS	ARC	CHORD	CN. BEARING	LINE NO.	BEARING	DISTANCE
1	34°08'25"	155.00	92.27	90.81	S37°05'19"E	L1	S37°05'19"E	14.94'
2	90°00'00"	15.00	29.27	21.21	S37°05'19"E	L2	S37°05'19"E	70.00'
3	08°28'08"	535.00	60.53	60.53	S43°25'05"E	L3	S43°25'05"E	47.78'
4	12°52'00"	88.00	18.84	18.82	S41°17'48"E	L4	S41°17'48"E	47.78'
5	9°00'00"	85.00	15.00	14.94	S39°00'59"E	L5	S39°00'59"E	62.70'
6	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L6	S43°36'56"E	64.90'
7	57°46'08"	60.00	309.48	15.12	S05°26'50"W	L7	S05°26'50"W	10.37'
8	29°32'17"	15.00	29.27	21.21	N87°24'22"W	L8	N87°24'22"W	32.38'
9	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L9	S43°36'56"E	64.90'
10	90°00'00"	15.00	29.27	21.21	N87°24'22"W	L10	N87°24'22"W	32.38'
11	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L11	S43°36'56"E	64.90'
12	90°00'00"	15.00	29.27	21.21	N87°24'22"W	L12	N87°24'22"W	32.38'
13	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L13	S43°36'56"E	64.90'
14	57°46'08"	60.00	309.48	15.12	N87°24'22"W	L14	N87°24'22"W	32.38'
15	29°32'17"	15.00	29.27	21.21	S43°36'56"E	L15	S43°36'56"E	64.90'
16	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L16	S43°36'56"E	64.90'
17	90°00'00"	15.00	29.27	21.21	N87°24'22"W	L17	N87°24'22"W	32.38'
18	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L18	S43°36'56"E	64.90'
19	57°46'08"	60.00	309.48	15.12	N87°24'22"W	L19	N87°24'22"W	32.38'
20	29°32'17"	15.00	29.27	21.21	S43°36'56"E	L20	S43°36'56"E	64.90'
21	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L21	S43°36'56"E	64.90'
22	90°00'00"	15.00	29.27	21.21	N87°24'22"W	L22	N87°24'22"W	32.38'
23	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L23	S43°36'56"E	64.90'
24	57°46'08"	60.00	309.48	15.12	N87°24'22"W	L24	N87°24'22"W	32.38'
25	29°32'17"	15.00	29.27	21.21	S43°36'56"E	L25	S43°36'56"E	64.90'
26	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L26	S43°36'56"E	64.90'
27	90°00'00"	15.00	29.27	21.21	N87°24'22"W	L27	N87°24'22"W	32.38'
28	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L28	S43°36'56"E	64.90'
29	57°46'08"	60.00	309.48	15.12	N87°24'22"W	L29	N87°24'22"W	32.38'
30	29°32'17"	15.00	29.27	21.21	S43°36'56"E	L30	S43°36'56"E	64.90'
31	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L31	S43°36'56"E	64.90'
32	90°00'00"	15.00	29.27	21.21	N87°24'22"W	L32	N87°24'22"W	32.38'
33	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L33	S43°36'56"E	64.90'
34	57°46'08"	60.00	309.48	15.12	N87°24'22"W	L34	N87°24'22"W	32.38'
35	29°32'17"	15.00	29.27	21.21	S43°36'56"E	L35	S43°36'56"E	64.90'
36	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L36	S43°36'56"E	64.90'
37	90°00'00"	15.00	29.27	21.21	N87°24'22"W	L37	N87°24'22"W	32.38'
38	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L38	S43°36'56"E	64.90'
39	57°46'08"	60.00	309.48	15.12	N87°24'22"W	L39	N87°24'22"W	32.38'
40	29°32'17"	15.00	29.27	21.21	S43°36'56"E	L40	S43°36'56"E	64.90'
41	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L41	S43°36'56"E	64.90'
42	90°00'00"	15.00	29.27	21.21	N87°24'22"W	L42	N87°24'22"W	32.38'
43	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L43	S43°36'56"E	64.90'
44	57°46'08"	60.00	309.48	15.12	N87°24'22"W	L44	N87°24'22"W	32.38'
45	29°32'17"	15.00	29.27	21.21	S43°36'56"E	L45	S43°36'56"E	64.90'
46	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L46	S43°36'56"E	64.90'
47	90°00'00"	15.00	29.27	21.21	N87°24'22"W	L47	N87°24'22"W	32.38'
48	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L48	S43°36'56"E	64.90'
49	57°46'08"	60.00	309.48	15.12	N87°24'22"W	L49	N87°24'22"W	32.38'
50	29°32'17"	15.00	29.27	21.21	S43°36'56"E	L50	S43°36'56"E	64.90'
51	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L51	S43°36'56"E	64.90'
52	90°00'00"	15.00	29.27	21.21	N87°24'22"W	L52	N87°24'22"W	32.38'
53	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L53	S43°36'56"E	64.90'
54	57°46'08"	60.00	309.48	15.12	N87°24'22"W	L54	N87°24'22"W	32.38'
55	29°32'17"	15.00	29.27	21.21	S43°36'56"E	L55	S43°36'56"E	64.90'
56	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L56	S43°36'56"E	64.90'
57	90°00'00"	15.00	29.27	21.21	N87°24'22"W	L57	N87°24'22"W	32.38'
58	24°13'25"	475.00	200.82	198.32	S43°36'56"E	L58	S43°36'56"E	64.90'

Block A - 61 Lots	Lot	Acres	Lot	Acres
1	1	0.1795	32	0.1851
2	2	0.1378	33	0.1435
3	3	0.1377	34	0.1435
4	4	0.1377	35	0.1435
5	5	0.1377	36	0.1435
6	6	0.1377	37	0.1435
7	7	0.1413	38	0.1525
8*	8*	1.9939	39	0.1598
9	9	0.1843	40	0.1873
10	10	0.2031	41	0.1990
11	11	0.2031	42	0.1990
12	12	0.1825	43	0.1492
13	13	0.1825	44	0.1390
14	14	0.1874	45	0.1481
15	15	0.2560	46	(481.5) 0.2366
16	16	(481.0) 0.2624	47	(481.0) 0.2607
17	17	(481.0) 0.2708	48	(481.0) 0.2697
18	18	(481.5) 0.2128	49	(481.0) 0.1793
19	19	0.1525	50	0.1462
20	20	0.1462	51	(483.0) 0.1515
21	21	0.1525	52	(484.0) 0.1401
22	22	0.1525	53	(484.0) 0.1450
23	23	0.1525	54	(485.0) 0.1450
24	24	0.1501	55	(485.0) 0.1472
25	25	0.1482	56	(486.0) 0.1377
26	26	0.1435	57	(486.0) 0.1377
27	27	0.1435	58	(487.0) 0.1377
28	28	0.1435	59	(487.0) 0.1377
29	29	0.1435	60	(488.0) 0.1780
30	30	0.1435	61**	27.8239
TOTAL				38.1751

- * DENOTES AN OPEN SPACE AMENITY AREA AND PUBLIC UTILITY EASEMENT
- ** DENOTES GREENBELT, WATER QUALITY, STORM SEWER AND DRAINAGE EASEMENT LOT
- () DENOTES MINIMUM SLAB ELEVATION REQUIRED ON THESE LOTS



Street Name	Linear Ft.	Acres
BREVE COVE (50' R.O.W.)	700	0.9097 Ac.
BAKENTY COVE (50' R.O.W.)	800	1.0569 Ac.
GILBERT ROAD (70' R.O.W.)	500	0.8683 Ac.
Total Right of Way	2,000	2.8347 Ac.

TOTAL RIGHT-OF-WAY	2.8347 Ac.
BLOCK "A"	9.8576 Ac.
BLOCK "A"	27.8238 Ac.
BLOCK "A"	1.6838 Ac.
Total Lots 61	38.1751 Ac.
Total Acreage of Subdivision	42.0101 Ac.

General Notes (cont.):

- The water and wastewater utility system serving this subdivision must be in accordance with the City of Austin utility design criteria. The water and wastewater utility plan must be reviewed and approved by the Austin Energy Utility Department. The City reserves the right to inspect the installation and wastewater utility system construction and the right to charge the landowner an inspection fee.
- The Owner of this subdivision and his or her successors and assigns assumes responsibility for plans for construction of subdivision improvements that comply with applicable codes and requirements of the City of Austin. The Owner understands and acknowledges that plot vacations and replatting may be required at the Owner's expense if plans to construct this subdivision do not comply with such codes and requirements.
- Public sidewalks, built to the City of Austin standards, are required along both sides of all internal streets and the subdivision side of Gilbert Road as shown by a dotted line on the face of the plat.
- These sidewalks shall be in place prior to the lot being occupied. Failure to construct the required sidewalks shall be cause for the withholding of Certificates of Occupancy, building permits, and utility connections by the governing body or utility company.
- Engineer/Sealment Controls are required for all construction on each lot, including single family and duplex construction pursuant to the City of Austin Land Development Code Section 30-8-181 and the Environmental Criteria Manual.
- Drainage easements 15 feet in width are required for enclosed storm sewer pipes. Easements for open channels shall be a minimum of 25 feet wide.
- Prior to construction on these lots in this subdivision, drainage plans will be submitted to the City of Austin for review. Rainfall run-off shall be held to the amount existing at undeveloped status by ponding or other approved methods.
- The open space areas shown are to be private parks for the residents of this subdivision.
- Austin Energy has the right to prune and/or remove trees, shrubbery and other vegetation within the easement necessary to keep any easements held by Austin Energy clear. The utility will perform all tree work in compliance with Chapter 30 of the City of Austin's Land Development Code.
- The Owner/Developer of this subdivision shall provide Austin Energy with any easement and/or access required in addition to those indicated, for the installation and ongoing maintenance of overhead and underground service, and buildings will not be located as to cause the site to be out of compliance with Chapter 30 of the City of Austin Land Development Code.
- The Owner shall be responsible for the installation of temporary erosion control, revegetation and tree protection for the electric utility work required to provide electric service to this project. This electric utility work shall also be included within the limits of construction for this project.
- Conservation easements shall be maintained by the homeowner's association in accordance with the terms of the easement, including conditions and restrictions.
- Utility easements shall be required for all easements with impervious cover in excess of 20% of the net site area of each lot, pursuant to Section 30-5-211 of the Land Development Code.
- Standard street signs will be installed at all street intersections.
- Access to Gilbert Road is prohibited from Lots 1, 32, 33 and 60 Block A.
- A Waiver to Section 30-2-153 to allow block lengths to exceed 1200 feet was granted on July 5, 2005.
- A variance to Sections 30-5-341 and 30-5-342 to allow cut/fill up to 8 feet was approved administratively.
- A variance to allow construction of a water quality control within the critical water quality zone was approved by the Austin Planning and Zoning Commission on October 4, 2005.
- For finished floor elevations, the minimum finished floor elevations in this subdivision shall be 1.0 foot minimum above the 100 year frequency flood level. Minimum finished floor elevations for the affected lots are shown on this document. No fill shall be allowed in the floodplain on these lots except by separate permit.
- A ten foot electric/telecommunications/cable TV easement is hereby dedicated adjacent to all road R.O.W.
- No residential development of any type shall occur on non-residential lots.
- Proposed streets shall be dedicated as public roadways.
- A Travis County Development Permit is required prior to any site development.
- Homeowners Association Documents are recorded in Document No. _____ Official Public Records, Travis County, Texas.

LAUREL CIBOROWSKI & TOM CARLISLE
608 EAST 42ND ST.
AUSTIN, TX. 78751-4304
V. 11561, PG. 2549 O.P.R.T.C.
10.0 AC.

29.810 ACRES
GILBERT LANE INVESTMENTS, L.P.
608 EAST 42ND ST.
AUSTIN, TX. 78751-4304
DOC. NO. 2004051062
O.P.R.T.C.

YVETTE LEE
P.O. BOX 6277
AUSTIN, TX. 78762-6277
V. 13389, PG. 750 O.P.R.T.C.

VERNA FOWLER BANKS
LIFE ESTATE
13300 FM RD 969
AUSTIN, TX. 78724
DOC# 2004044878 O.P.R.T.C.
AND
THE TRUST OF VERNIA J. BANKS, TRUSTEE
13300 FM RD 969
AUSTIN, TX. 78724
DOC# 1999137658 O.P.R.T.C.

SYLVESTER JONES
(BROTHER BILL)
NEW HOPE RESCUE MISSION
1701 EAST 17TH STREET
AUSTIN, TX. 78702-1219
14.248 AC.

JAMES A. & JOANN ROBINSON
16601 DEEP MEADOW COVE
MANOR, TX. 78653-5024
2.035 AC
DOC# 2001026626 O.P.R.T.C.

ELIZABETH EASLEY BEDFORD
13402 FM ROAD 969
AUSTIN, TX. 78724
DOC# 2003199475 O.P.R.T.C.

ANTONIO & AURELIA IBARRA
912 MUNSELL AVE.
AUSTIN, TX. 78702-4142
8.94 AC.
V. 13014, PG. 514 O.P.R.T.C.

MOBILE HOME
MILTON SUMPTER
P.O. BOX 14376
AUSTIN, TX. 78761
1995 28'x62' S# PH0511299A/B
PALM HARBOR

MICHAEL BLACK
3002 EAST 17TH STREET
AUSTIN, TX. 78702-1610
7.171 AC.
DOC# 2003238766 O.P.R.T.C.

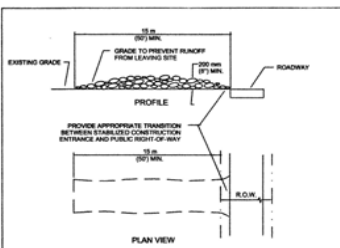
WILLIE B. & JOHN A. BEDFORD
13904-B FM RD 969
AUSTIN, TX. 78724
50.92 AC.
V. 767, PG. 699 O.P.R.T.C.

KATHLEEN BYRNE HARRIS
13700 FM RD 969
AUSTIN, TX. 78724
20.00 AC.
V. 13071, PG. 41 O.P.R.T.C.

HORNSBY BEND UTILITY CO., INC.
C/O ECO RESOURCES INC.
9511 RANCH ROAD 620 N
AUSTIN, TX. 78726
1.410 AC.
R 2003271014

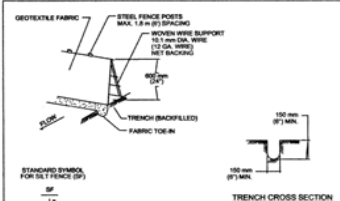
LEGEND:

- LIMITS OF CONSTRUCTION
- SILT FENCE
- ROCK BERM
- TEMPORARY SPOILS/
CONSTRUCTION STAGING
- STABILIZED CONSTRUCTION
ENTRANCE
- PROPOSED WATER LINE
- PROPOSED WASTEWATER LINE
- PROPOSED STORM SEWER
- FEMA FLOODPLAIN
- CALCULATED FLOODPLAIN



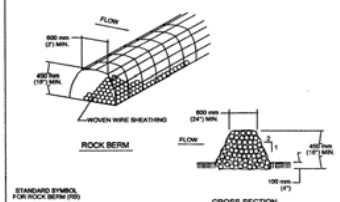
NOTES:
1. STONE SIZE: 75-125 mm (3-5) OPEN GRADED ROCK.
2. LENGTH: AS EFFECTIVE BUT NOT LESS THAN 15 m (50').
3. THICKNESS: NOT LESS THAN 200 mm (8").
4. WIDTH: NOT LESS THAN FULL WIDTH OF ALL PORTS OF NONRESURGENCE.
5. MAINTENANCE: WHEN NECESSARY, VEHICLE WHEELS SHALL BE CLEANED TO REMOVE SEGMENT ROCK OR SEDIMENT FROM PUBLIC ROADWAY. WHEN MAINTENANCE IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE AND GRASS OR AN APPROVED TOP SOIL OR SEEDING MIXTURE. ALL SEDIMENT SHALL BE REMOVED FROM EXISTING ANY FORM OF DRAINAGE OR FLOW LINE.
6. MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT FLOODING OF THE PUBLIC ROADWAY. WHEN MAINTENANCE IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE AND GRASS OR AN APPROVED TOP SOIL OR SEEDING MIXTURE. ALL SEDIMENT SHALL BE REMOVED FROM EXISTING ANY FORM OF DRAINAGE OR FLOW LINE.
7. DRAINAGE: DRAINAGE SHALL BE MAINTAINED AND NOT ALLOWED TO BE A DRAINAGE DRAIN TO PREVENT FLOODING FROM LEAVING THE CONSTRUCTION SITE.

CITY OF AUSTIN
RECORD COPY SIGNED BY: J. PATRICK MURPHY
DATE: 02/09/09
THE ARCHITECT/ENGINEER'S SEAL AND SIGNATURE OF THE ENGINEER
641S-1



NOTES:
1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLOOT AND TOWARD THE ANTICIPATED FLOW SOURCE. POSTS MUST BE SPACED AT A MINIMUM OF 300 mm (12").
2. THE TOP OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPACE OR MECHANICAL TRENCHER SO THAT THE DOWNHILL FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHEN FENCE CANNOT BE TRENCHED TO THE SURFACE OF A PAVEMENT, THE FABRIC FLAP SHALL BE WEIGHTED DOWN WITH SAND OR GRAVEL OR LUMBER TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 100 mm (4") DEEP AND 100 mm (4") WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAIN IN THE GROUND AND BACKFILLED WITH CONTRACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOODEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST.
5. NEITHER POSTS NOR WIRE SHALL BE REMOVED UNTIL AFTER EACH MAJOR EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS REQUIRED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPED FLOW OF DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 100 mm (4") OR MORE. THE SILT SHALL BE CONFINED TO AN APPROVED SITE AND IN SUCH A MANNER THAT IT WILL NOT CONTRIBUTE TO ADDITIONAL EROSION.

CITY OF AUSTIN
RECORD COPY SIGNED BY: J. PATRICK MURPHY
DATE: 02/09/09
THE ARCHITECT/ENGINEER'S SEAL AND SIGNATURE OF THE ENGINEER
642S-1



NOTES:
1. USE ONLY OPEN GRADED ROCK 100 to 200 mm (4 to 8") DIAMETER FOR STREAM FLOW CONDITIONS. USE OPEN GRADED ROCK 75 to 125 mm (3 to 5") DIAMETER FOR OTHER CONDITIONS.
2. THE ROCK BERM SHALL BE SECURED WITH A WOODEN WIRE SWEATHEATH DURING MAXIMUM FLOW CONDITIONS. THE WIRE SHALL BE SECURED TO THE ROCK BERM WITH ANCHORS OR APPLICATIONS SHALL BE ANCHORED FIRMLY INTO THE SUBSTRATE AT A MINIMUM OF 100 mm (4") DEPTH AND 100 mm (4") SPACING.
3. THE ROCK BERM SHALL BE INSPECTED WEEKLY ON AFTER EACH RAIN AND THE STEEL AND/OR FABRIC CONSTRUCTION WEATHERING SHALL BE REPLACED WHEN THE WEATHERING WEATHERING IS DAMAGED OR WEARIED. THE SILT SHALL BE REMOVED AND DEPOSED OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CONTRIBUTE TO A SALINITY PROBLEM.
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE THIRD THE HEIGHT OF THE BERM ON 100 mm (4") WIRE, THE SILT SHALL BE REMOVED AND DEPOSED OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CONTRIBUTE TO A SALINITY PROBLEM.
5. DAILY INSPECTION SHALL BE MADE ON SERVICE SERVICE ROCK BERM. SILT SHALL BE REMOVED WHEN ACCUMULATION REACHES 100 mm (4").
6. WHEN THE SITE IS COMPLETELY STABILIZED THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DEPOSED OF IN AN APPROVED MANNER.

CITY OF AUSTIN
RECORD COPY SIGNED BY: J. PATRICK MURPHY
DATE: 02/09/09
THE ARCHITECT/ENGINEER'S SEAL AND SIGNATURE OF THE ENGINEER
639S-1

- NOTES:
- ENVIRONMENTAL INSPECTOR HAS THE AUTHORITY TO ADD AND/OR MODIFY EROSION/SEDIMENTATION CONTROLS ON SITE TO KEEP PROJECT IN COMPLIANCE WITH THE CITY OF AUSTIN RULES AND REGULATIONS.
 - CONTRACTOR SHALL UTILIZE DUST CONTROL MEASURES DURING SITE CONSTRUCTION SUCH AS IRRIGATION TRUCKS AND MULCHING AS PER ECM 14.5(D), OR AS DIRECTED BY THE ENVIRONMENTAL INSPECTOR.

RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIGHER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.

REVIEWED BY: _____
WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPT. DATE: _____

MEC
Murfee Engineering Company

**GILBERT LANE PHASE ONE
PAVING AND DRAINAGE IMPROVEMENTS
EROSION/SEDIMENTATION CONTROL PLAN**

1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746, (512) 327-9204
JOB NO. 04004.40 SCALE: 1"=100' SHEET: 5 OF 32
DESIGNED BY: TLH
DRAWN BY: ABC
FILE: 0401004140/EROS-SED DATE: 07-2006

Gilbert Lane Housing Development: HUD Environmental Assessment

APPENDIX C

ENVIRONMENTAL DATABASE SEARCH



Environmental Data Search

for the site

**Environmental Assessment
Gilbert Lane, Austin, TX**

219-01-01

performed for

Crespo Consulting Services, Inc.

6/29/2010

CRES6609

www.TelALL.net

Preface

This document of environmental concerns near Gilbert Lane, Austin, TX reports findings of the TelALL data search, prepared on the request of Crespo Consulting Services, Inc..

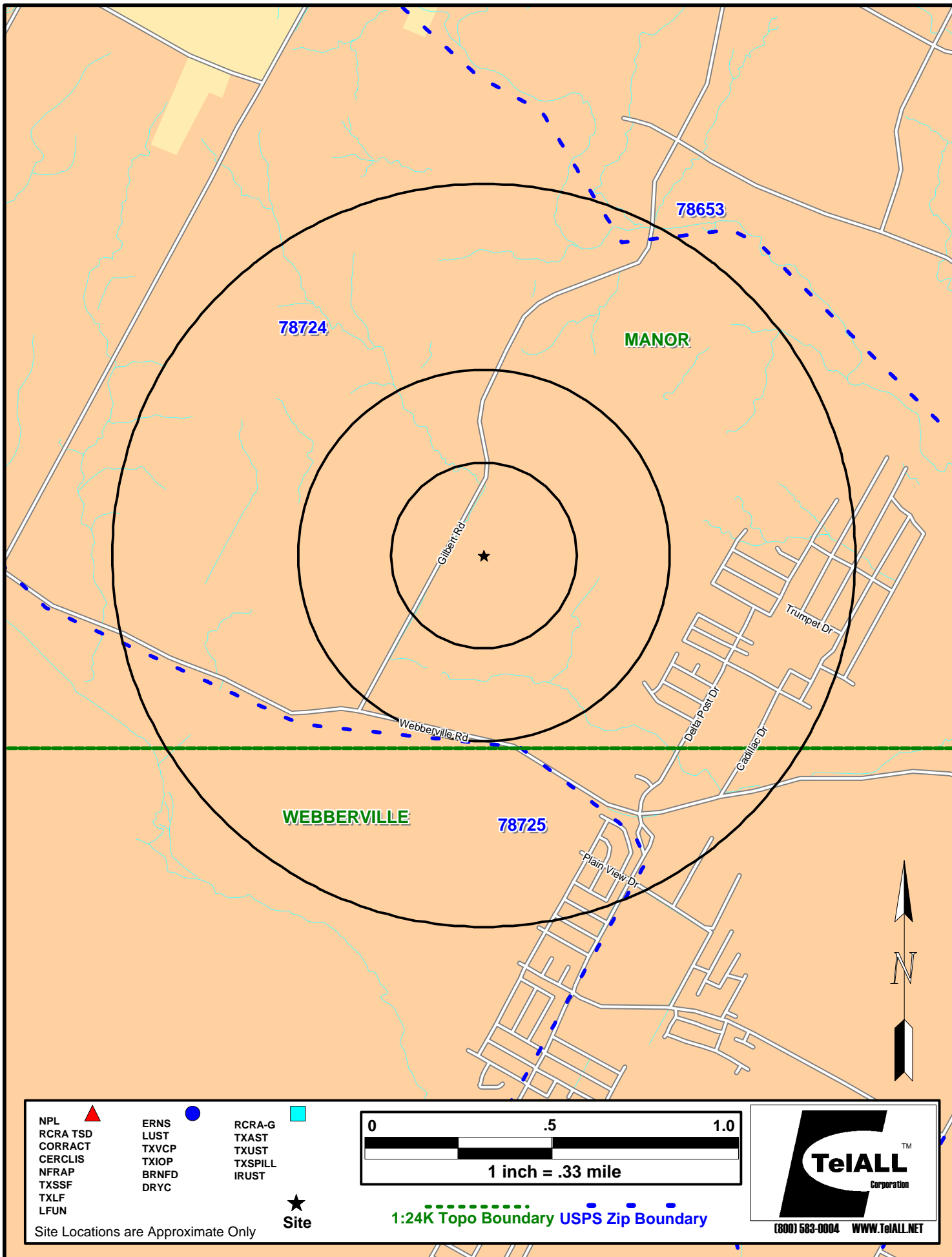
TelALL Corporation (TelALL) has designed this document to comply with the AAI and ASTM standard E 1527 - 05 (Accuracy and Completeness) and has used all available resources, but makes no claim to the entirety or accuracy of the cited government, state, or tribal records. Our databases are updated at least every 90 days or as soon as possible after publication by the referenced agencies. The following fields of governmental, state, and tribal databases may not represent all known, unknown, or potential sources of contamination to the referenced site. Many different variables effect the outcome of the following document. TelALL maintains extremely high standards, and stringent procedures that are used to search the referenced data. However, TelALL reserves the right at any time to amend any information related to this report. If there is a need for further information regarding this report, or for any customer support please call TelALL at 800 583-0004 for assistance.

This report is divided into the following components:

MAP	Identified geocodeable findings relative to this data search.
SUMMARY 1	Sorting of the identified sites by distance from the subject site.
FINAL	A description of each database and a detailed explanation of findings.

Sources

Database	Acronym	Last Updated	Minimum Search Distance	Findings
National Priority List	NPL	6/1/2010	1	0
Comprehensive Environmental Response, Compensation, and Liability Information System	CERCLIS	6/1/2010	0.5	0
No Further Remedial Action Planned	NFRAP	6/1/2010	0.5	0
Resource Conservation and Recovery Information System - Treatment Storage or Disposal	RCRA TSD	4/1/2010	1	0
Corrective Action	CORRACT	4/1/2010	1	0
Resource Conservation and Recovery Information System - Generators	RCRA-G	4/1/2010	0.25	0
Emergency Response Notification System	ERNS	5/1/2010	0.25	0
Texas Voluntary Cleanup Program	TXVCP	4/1/2010	0.5	0
Innocent Owner/Operator Program	TXIOP	4/1/2010	0.5	0
Texas State Superfund	TXSSF	5/1/2010	1	0
TCEQ Solid Waste Facilities	TXLF	6/1/2010	1	0
Unauthorized and Unpermitted Landfill Sites	LFUN	6/1/2010	0.5	0
Leaking Underground Storage Tanks	TXLUST	5/1/2010	0.5	0
Texas Underground Storage Tanks	TXUST	5/1/2010	0.25	0
Texas Above Ground Storage Tanks	TXAST	5/1/2010	0.25	0
Texas Spills List	TXSPILL	6/1/2010	0.25	0
Brownfield	BRNFD	4/1/2010	0.5	0
Dry Cleaner	DRYC	5/1/2010	0.5	0
Indian Reservation Underground Storage Tanks	IRUST	5/1/2010	0.25	0

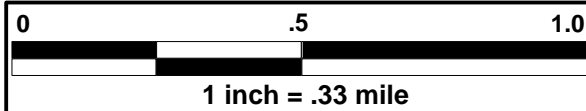


NPL
RCRA TSD
CORRACT
CERCLIS
NFRAP
TXSSF
TXLF
LFUN

ERNS
LUST
TXVCP
TXIOP
BRNFD
DRYC

RCRA-G
TXAST
TXUST
TXSPILL
IRUST

★
Site



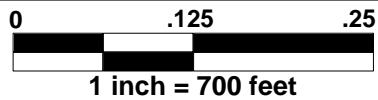
1:24K Topo Boundary USPS Zip Boundary



Site Locations are Approximate Only



2004 NAIP Photograph
(Infrared Image)





To identify the map date and or revision date
please call TRNIS at 512-463-8337.

0 .5 1.0

Scale 1:24000

Current USGS 7.5 Minute Topographic Map



(800) 583-0004 WWW.TelALL.NET



219-01-01
 Environmental Assessment
 Gilbert Lane, Austin, TX

Sites Sorted By Distance from Center

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Distance/Direction	Database	Site Number	Address	City/State	Site Name
		IRUST			NO FINDINGS WITHIN 1/4 MILE.
		CERCLIS			NO FINDINGS WITHIN 1/2 MILE.
		NFRAP			NO FINDINGS WITHIN 1/2 MILE.
		TXVCP			NO FINDINGS WITHIN 1/2 MILE.
		ERNS			NO FINDINGS WITHIN 1/4 MILE.
		CORRACT			NO FINDINGS WITHIN ONE MILE.
		RCRA TSD			NO FINDINGS WITHIN ONE MILE.
		RCRA-G			NO FINDINGS WITHIN 1/4 MILE.
		TXLUST			NO FINDINGS WITHIN 1/2 MILE.
		TXUST			NO FINDINGS WITHIN 1/4 MILE.
		TXAST			NO FINDINGS WITHIN 1/4 MILE.
		TXLF			NO FINDINGS WITHIN ONE MILE.
		TXSSF			NO FINDINGS WITHIN ONE MILE.
		TXSPILL			NO FINDINGS WITHIN 1/4 MILE.
		LFUN			NO FINDINGS WITHIN 1/2 MILE.
		TXIOP			NO FINDINGS WITHIN 1/2 MILE.
		BRNFD			NO FINDINGS WITHIN 1/2 MILE.
		DRYC			NO FINDINGS WITHIN 1/2 MILE.
		NPL			NO FINDINGS WITHIN ONE MILE.



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NPL

National Priority List

NPL is a priority subset of the CERCLIS list. (See CERCLIS, below) The Cerclis list was created by the Comprehensive Environmental Response, Compensation and Liability Acts (CERCLA) need to track contaminated sites. CERCLA was enacted on 12/11/80, and amended by the Superfund Amendments and Reauthorization Act of 1986. These acts established broad authority for the government to respond to problems posed by the release, or threat of release of hazardous substances, pollutants, or contaminants. CERCLA also imposed liability on those responsible for releases and provided the authority for the government to undertake enforcement and abatement action against responsible parties. Institutional/Engineering Controls searched. Delisted NPL sites are included.

Source: United States Environmental Protection Agency (EPA)

Database: NPL

Site: No findings within one mile.

Distance: 0

Address:

Zip Code

City:

CERCLIS

Comprehensive Environmental Response, Compensation, and Liability Information System

CERCLIS is the official repository for site and non-site specific Superfund data in support of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). It contains information on hazardous waste site assessment and remediation from 1983 to the present. CERCLIS information is used to report official Superfund accomplishments to Congress and the public, assist EPA Regional and Headquarters managers in evaluating the status and progress of site cleanup actions, track Superfund Comprehensive Accomplishments Plan (SCAP), and communicate planned activities and budgets. Institutional/Engineering Controls searched.

Source: United States Environmental Protection Agency (EPA)

Database: CERCLIS

Site: No findings within 1/2 mile.

Distance: 0

Address:

Zip Code

City:



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NFRAP

No Further Remedial Action Planned

NFRAP Sites indicate a CERCLIS site that was designated "No further remedial action planned" by the EPA February 1995. Institutional/Engineering Controls searched.

Source: United States Environmental Protection Agency (EPA)

Database: NFRAP

Site: No findings within 1/2 mile.

Distance: 0

Address:

Zip Code

City:

RCRA TSD

Resource Conservation and Recovery Information System - Treatment Storage or Disposal

Resource Conservation and Recovery Information System (RCRIS) Under the Resource Conservation and Recovery Act (RCRA), generators, transporters, treaters, storers, and disposers of hazardous waste as defined by the federally recognized hazardous waste are required to provide information concerning their activities to state environmental agencies, who in turn provide the information to regional and national U.S. EPA offices. The RCRA TSD (Treatment Storage or Disposal) is a subset of the RCRIS list. RCRA TSD tracks facilities that fall under the Treatment Storage or Disposal classification.

Source: United States Environmental Protection Agency (EPA)

Database: RCRA TSD

Site: No findings within one mile.

Distance: 0

Address:

Zip Code

City:



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CORRACT

Corrective Action

CORRACT lists RCRIS (Resource Conservation and Recovery Information System) sites that are currently under corrective action. Institutional/Engineering Controls searched.

Source: United States Environmental Protection Agency (EPA)

Database: CORRACT

Site: No findings within one mile.

Distance: 0

Address:

Zip Code

City:

RCRA-G

Resource Conservation and Recovery Information System - Generators

Resource Conservation and Recovery Information System (RCRIS) Under the Resource Conservation and Recovery Act (RCRA), generators, transporters, treaters, storers, and disposers of hazardous waste as defined by the federally recognized hazardous waste, are required to provide information concerning their activities to state environmental agencies, who in turn provide the information to regional and national U.S. EPA offices. The RCRA-G (Generators) list is a subset of the RCRIS list. RCRA-G tracks facilities that fall under the generators or transporters classification.

CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS (CESQG) produce less than 100 kg per month of hazardous waste. SMALL QUANTITY GENERATORS (SQG) produce at least 100 kg per month but less than 1000 kg per month of hazardous waste. LARGE QUANTITY GENERATORS (LQG) produce at least 1000 kg per month of hazardous waste. Source: United States Environmental Protection Agency (EPA)

Database: RCRA-G

Site: No findings within 1/4 mile.

Distance: 0

Address:

Zip Code

City:



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ERNS

Emergency Response Notification System

ERNS supports the release notification requirements of section 103 of the Comprehensive Environmental Response Compensation, and Liability Act (CERCLA), as amended; section 311 of the Clean Water Act; and sections 300.51 and 300.65 of the National Oil and Hazardous Substances Contingency Plan. Additionally, ERNS serves as a mechanism to document and verify incident-location information as initially reported, and is utilized as a direct source of easily accessible data, needed for analyzing oil and hazardous substances spills.

Source: National Response Center (NRC)

Database: ERNS

Site: No findings within 1/4 mile.

Distance: 0

Address:

Zip Code

City:

TXVCP

Texas Voluntary Cleanup Program

Created under HB 2296, The Voluntary Cleanup Program (VCP) was established on 09/01/95 to provide administrative, technical, and legal reasons to promote the cleanup of tainted sites in Texas. Since future lenders and landowners get protection from liability to the State of Texas for cleanup of sites under the VCP, most of the constraints for completing real estate deals at those sites are removed. As a result, many unused or under used sites may be restored to economically productive or community beneficial uses. After cleanup, the parties get a certificate of completion from the TCEQ which states that all lenders and future land owners who are not PRP's are free from all liability to the State. Institutional/Engineering Controls searched.

Parts of the above description were taken from the TCEQ/VCP Website (<http://www.TCEQ.state.tx.us/permitting/remed/vcp/>).

The investigation phases are listed as INVESTIGATION, REMEDIATION, POST-CLOSURE, and COMPLETE.

Contaminant Categories (PERC and BTEX). Source: Texas Commission on Environmental Quality (TCEQ)

Database: TXVCP

Site: No findings within 1/2 mile.

Distance: 0

Address:

Zip Code

City:



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TXIOP

Innocent Owner/Operator Program

The TX IOP, created by House Bill 2776 of the 75th Leg, provides a cert. to an innocent owner or operator if their property is contaminated as a result of a release or migration of contaminants from a source or sources not loc. on the prop., and they did not cause or contribute to the source or sources of contamination. Like the TxVCP Prog., the IOP can be used as a redevelopment tool or as a tool to add value to a contaminated prop. by providing an Innocent Owner/Operator Certificate (IOC). However, unlike the VCP release of liability, IOCs are not trans. to future owners/oper's. Future owners/oper's are eligible to enter the IOP and may rec. an IOC only after they become an owner or operator of the site.

*The above description were taken from the TCEQ/IOP Website
(<http://www.TCEQ.state.tx.us/permitting/remed/vcp/iop.html>).
Source: Texas Commission on Environmental Quality (TCEQ)*

Database: TXIOP

Site: No findings within 1/2 mile.

Distance: 0

Address:

Zip Code

City:

TXSSF

Texas State Superfund

The Texas State Superfund database is a list of sites that the State of Texas has identified for investigation or remediation. Texas State Superfund sites are reviewed for potential upgrading to Comprehensive Environmental Response, Compensation, and Liability Information System status by the federal Environmental Protection Agency. Institutional/Engineering Controls searched.

Source: Texas Commission on Environmental Quality (TCEQ)

Database: TXSSF

Site: No findings within one mile.

Distance: 0

Address:

Zip Code

City:



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TXLF

TCEQ Solid Waste Facilities

Texas Commission on Environmental Quality (TCEQ) Requires municipalities and counties to report known active and inactive landfills. Texas Landfills is a listing of solid waste facilities registered and tracked by the TCEQ Solid waste division. The facilities tracked include solid waste disposal sites as well as transfer stations and processing stations.

Source: Texas Commission on Environmental Quality (TCEQ)

Database: TXLF

Site: No findings within one mile.

Distance: 0

Address:

Zip Code

City:

LFUN

Unauthorized and Unpermitted Landfill Sites

Unauthorized sites have no permit and are considered abandoned. All information about these sites was compiled by Southwest Texas State University under contract with TCEQ and is based on a search of publicly available records.

Source: Texas Commission on Environmental Quality (TCEQ)

Database: LFUN

Site: No findings within 1/2 mile.

Distance: 0

Address:

Zip Code

City:



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TXLUST

Leaking Underground Storage Tanks

State lists of leaking underground storage tank sites. Section 9003(h) of Subtitle I of RCRA gives EPA and states, under cooperative agreements with EPA, authority to clean up releases from UST systems or require owners and operators to do so.

Source: Texas Commission on Environmental Quality (TCEQ)

Database: TXLUST

Site: No findings within 1/2 mile.

Distance: 0

Address:

Zip Code

City:

TXUST

Texas Underground Storage Tanks

Underground Storage Tanks - Permitted underground storage tanks tracked and maintained by the Texas Commission on Environmental Quality (TCEQ).

Source: Texas Commission on Environmental Quality (TCEQ)

Database: TXUST

Site: No findings within 1/4 mile.

Distance: 0

Address:

Zip Code

City:



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TXAST

Texas Above Ground Storage Tanks

Aboveground Storage Tanks - Permitted aboveground storage tanks tracked and maintained by the Texas Commission on Environmental Quality (TCEQ).

Source: Texas Commission on Environmental Quality (TCEQ)

Database: TXAST

Site: No findings within 1/4 mile.

Distance: 0

Address:

Zip Code

City:

TXSPILL

Texas Spills List

Texas Commission on Environmental Quality (TCEQ) tracks cases where emergency response is needed for cleanup of toxic substances.

Source: Texas Commission on Environmental Quality (TCEQ)

Database: TXSPILL

Site: No findings within 1/4 mile.

Distance: 0

Address:

Zip Code

City:

BRNFD

Brownfield

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Institutional/Engineering Controls searched.

Source: Texas Commission on Environmental Quality (TCEQ)

Database: BRNFD

Site: No findings within 1/2 mile.

Distance: 0

Address:

Zip Code

City:



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DRYC

Dry Cleaner

House Bill 1366 requires all dry cleaning drop stations and facilities in Texas to register with Texas Commission on Environmental Quality (TCEQ) and implement new performance standards at their facilities as appropriate. It also requires distributors of dry cleaning solvents to collect fees on the sale of dry cleaning solvents at certain facilities.

Source: Texas Commission on Environmental Quality (TCEQ)

Database: DRYC

Site: No findings within 1/2 mile.

Distance: 0

Address:

Zip Code

City:

IRUST

Indian Reservation Underground Storage Tanks

All Appropriate Inquiries (AAI) rule has requested that Underground Storage Tanks on Indian Land be included in any ESA that is affected. Permitted Underground Storage Tanks on Indian Land are tracked and maintained by the EPA.

Source: United States Environmental Protection Agency (EPA)

Database: IRUST

Site: No findings within 1/4 mile.

Distance: 0

Address:

Zip Code

City:

TelALL Zip Index

The following zip codes, are the zip codes that TelALL used for generating the preceding report. The information is provided to help our customers make the most thorough data evaluation possible. Lat/Lon. info is provided to assist in locating sites. Lat/Lon info that is listed as "0" indicates that the site has not been geocoded. This does not indicate that the site is an orphan or was not evaluated by TelALL's research personnel.



Database count for 78653

ERNS	2	RCRA-G	2	TXAST	16
TXLF	1	TXLUST	8	TXSPILL	6
TXUST	65				

FACZIP	DATABASE	SITENAME	ADDRESS	CITY	LATITUDE	LONGITUDE
78653	ERNS			BIRDS	30.396599	-97.5672352
		BNSF RAILROAD		BIRDS	30.396599	-97.5672352
	RCRA-G	CAP TEX	10091 A HIGHWAY 290 E	MANOR	30.340599	-97.585648
		TAHOE INDUSTRIES INC	15001 HWY 290 EAST	MANOR	30.349742	-97.483607
	TXAST	AUSTIN MANOR 272 CO	11 N BURNETT ST	MANOR	32.558204	-97.318902
		CAPITOL AGGREGATES WEBBER	18801 FM 969	MANOR	27.7477	-98.0522
		CLARK TRAVEL	12725 US HIGHWAY 290 E	MANOR	33.592619	-101.973692
		GREEN SAND & GRAVEL	HAROLD GREEN RD	MANOR	32.745978	-96.812049
			HAROLD GREEN RD	MANOR	32.745978	-96.812049
		H L CHAPMAN PIPE LINE CO	RT 3	MANOR	32.754507	-97.045397
		H L CHAPMAN PIPELINE COAST I	General Delivery	MANOR	32.7897	-96.7694
		LONE STAR INFRASTRUCTURE J	.5 MILE W ON HILL LN	MANOR	33.118107	-95.594531
		PLANT 6 MANOR	14411 US HIGHWAY 290 E	MANOR	34.097929	-98.570739
			14411 US HIGHWAY 290 E	MANOR	34.097929	-98.570739
		PREMIUM CUTS LAWN SERVICE	5411 GREGG LN	MANOR	30.379955	-97.724963
			5411 GREGG LN	MANOR	30.379955	-97.724963
		RAMIREZ TRUCKING	14415 FM 1100	MANOR	32.768919	-96.682555
		UNITED RENTALS	8000 BLUE GOOSE RD	MANOR	32.424	-96.8394
		WHEELER COATINGS	14201 LITTIG RD	MANOR	32.870823	-96.71789
		YOUNG & PRATT SHOP	12822 OLD KIMBRO RD	MANOR	32.894585	-96.670206
	TXLF	TRAVIS AGGREGATES	18601 FM 969 WEBBERVILLE, TX 786	TRAVIS	30.24	-97.52
	TXLUST	BROWNING FERRIS INC	9912 GILES RD	MANOR	30.331242	-97.623395
		CELE SERVICE STATION	BOX 177	MANOR	0	0
		DON E PHILLIPS INC	8000 BLUE GOOSE RD	MANOR	30.337727	-97.603577
		LONGHORN DISPOSAL	9708 GILES RD	AUSTIN	30.33161	-97.623169
		MANOR EXXON	E HWY 290	MANOR	30.331065	-97.623401
		MANOR ISD	600 E PARSONS	MANOR	30.341465	-97.552222
		MANOR QUICK STOP	10157 HWY 290	MANOR	30.342992	-97.549087
		MR JIMS	302 LOOP 212	MANOR	30.3474	-97.556265
	TXSPILL	BENNETT, MATTHEW	BENNETT PROPERTY	MANOR	0	0
		COLORADO COUNTY OIL COMPA	GENERIC INCIDENT ZIP CODE 78653	MANOR	0	0
		FSTI INC	12704 BELTEX DR MANOR TX	MANOR	0	0
		H & H WASTE OIL INC	GENERIC INCIDENT ZIP CODE 78653	MANOR	0	0
		UNIVERSAL INDUSTRIES	1 MI. E OF GIDDINGS ON HWY 290	MANOR		
		Vessel Bow Sky	General Delivery	Manor	30.3357	-97.5122
	TXUST	BIRDS NEST AVIATION INC	15012 FUCHS GROVE RD	MANOR	30.386219	-97.55421
			15012 FUCHS GROVE RD	MANOR	30.386219	-97.55421
		BLAKE MANOR FOOD MART	17530 BLAKE MANOR RD	MANOR	30.330767	-97.548178
			17530 BLAKE MANOR RD	MANOR	30.330767	-97.548178
		CELE SERVICE STATION	18726 CAMERON Rd	MANOR	30.4415	-97.5235
			18726 CAMERON Rd	MANOR	30.4415	-97.5235
		CONSTRUCTION CLEANUP DEMO	10061 E HWY 290	MANOR	30.340275	-97.590509
			10061 E HWY 290	MANOR	30.340275	-97.590509
		DON E PHILLIPS INC	8000 BLUE GOOSE RD	MANOR	30.337727	-97.603577
			8000 BLUE GOOSE RD	MANOR	30.337727	-97.603577

Database count for 78653

ERNS	2	RCRA-G	2	TXAST	16
TXLF	1	TXLUST	8	TXSPILL	6
TXUST	65				

FACZIP	DATABASE	SITENAME	ADDRESS	CITY	LATITUDE	LONGITUDE
78653	<i>TXUST</i>	GREEN SAND & GRAVEL	HAROLD GREEN RD	MANOR	0	0
		LEAL TIRE SERVICE	11019 US HIGHWAY 290 E	MANOR	30.350626	-97.513112
			11019 US HIGHWAY 290 E	MANOR	30.350626	-97.513112
			11019 US HIGHWAY 290 E	MANOR	30.350626	-97.513112
			11019 US HIGHWAY 290 E	MANOR	30.350626	-97.513112
			11019 US HIGHWAY 290 E	MANOR	30.350626	-97.513112
		MANOR CHEVRON	10400 US HIGHWAY 290 E	MANOR	30.34826	-97.560723
			10400 US HIGHWAY 290 E	MANOR	30.34826	-97.560723
			10400 US HIGHWAY 290 E	MANOR	30.34826	-97.560723
			10400 US HIGHWAY 290 E	MANOR	30.34826	-97.560723
			10400 US HIGHWAY 290 E	MANOR	30.34826	-97.560723
			10400 US HIGHWAY 290 E	MANOR	30.34826	-97.560723
		MANOR ELEM SCHOOL	LOOP 212	MANOR	30.3474	-97.556265
		MANOR EXPRESS MART	12130 FM 973 N	MANOR	30.3436	-97.5067
			12130 FM 973 N	MANOR	30.3436	-97.5067
		MANOR FOOD STORE	10599 US HIGHWAY 290 E	MANOR	30.348749	-97.548072
			10599 US HIGHWAY 290 E	MANOR	30.348749	-97.548072
			10599 US HIGHWAY 290 E	MANOR	30.348749	-97.548072
		MANOR GROCERY	102 PARSONS ST	MANOR	30.34082	-97.556847
			102 PARSONS ST	MANOR	30.34082	-97.556847
			102 PARSONS ST	MANOR	30.34082	-97.556847
		MANOR ISD	OLD HWY 20	MANOR	30.342356	-97.584996
			OLD HWY 20	MANOR	30.342356	-97.584996
		MANOR ISD TRANSPORTATION C	10332 OLD HWY 20	MANOR	30.342168	-97.569357
			10332 OLD HWY 20	MANOR	30.342168	-97.569357
		MR JIMS GROCERY	302 MURRAY ST	MANOR	0	0
			302 MURRAY ST	MANOR	0	0
			302 MURRAY ST	MANOR	0	0
		NEW TWIN CREEK GROCERY	16419 FM 969	MANOR	30.2544	-97.5502
			16419 FM 969	MANOR	30.2544	-97.5502
			16419 FM 969	MANOR	30.2544	-97.5502
			16419 FM 969	MANOR	30.2544	-97.5502
		PARK PLACE FOODS 3	11209 US HIGHWAY 290 E	MANOR	30.350575	-97.500813
			11209 US HIGHWAY 290 E	MANOR	30.350575	-97.500813
		PRESIDENTIAL MARKET	12836 E US HIGHWAY 290	MANOR	30.343864	-97.58011
			12836 E US HIGHWAY 290	MANOR	30.343864	-97.58011
		SANSOM & SONS DAIRY	RT 2	MANOR	32.390735	-94.878665
		SPEEDYS MANOR	10555 HWY 290 E	MANOR	30.34846	-97.5165
			10555 HWY 290 E	MANOR	30.34846	-97.5165
			10555 HWY 290 E	MANOR	30.34846	-97.5165
			10555 HWY 290 E	MANOR	30.34846	-97.5165
			10555 HWY 290 E	MANOR	30.34846	-97.5165
		TP 2538	10517 US HIGHWAY 290 E	MANOR	30.348685	-97.554909
			10517 US HIGHWAY 290 E	MANOR	30.348685	-97.554909
			10517 US HIGHWAY 290 E	MANOR	30.348685	-97.554909
			10517 US HIGHWAY 290 E	MANOR	30.348685	-97.554909
			10517 US HIGHWAY 290 E	MANOR	30.348685	-97.554909
			10517 US HIGHWAY 290 E	MANOR	30.348685	-97.554909
		W L GORE & ASSOCIATES	7811 BURLESON MANOR RD	MANOR	30.270129	-97.522567
		WEBBERVILLE FARM	1.5 ML W ON FM 969	WEBBERVILL	0	0

Database count for 78653

ERNS	2	RCRA-G	2	TXAST	16
TXLF	1	TXLUST	8	TXSPILL	6
TXUST	65				

FACZIP	DATABASE	SITENAME	ADDRESS	CITY	LATITUDE	LONGITUDE
78653	<i>TXUST</i>	WEBBERVILLE FARM	1.5 ML W ON FM 969	WEBBERVILL	0	0
		WEBBERVILLE GROCERY	19111 FM 969	WEBBERVILL	30.224	-97.5054
			19111 FM 969	WEBBERVILL	30.224	-97.5054
			19111 FM 969	WEBBERVILL	30.224	-97.5054
			19111 FM 969	WEBBERVILL	30.224	-97.5054

Database count for 78724

ERNS	8	RCRA-G	5	TXAST	16
TXLF	11	TXLUST	5	TXSPILL	13
TXUST	63	TXVCP	1		

FACZIP	DATABASE	SITENAME	ADDRESS	CITY	LATITUDE	LONGITUDE
78724	<i>ERNS</i>	AUSTIN ENERGY	8003 DECKER LANE	AUSTIN		
			DECKER CREEK POWER PLANT 800	AUSTIN		
			DECKER CREEK POWER PLANT 800	AUSTIN		
			DECKER CREEK POWER PLANT 800	AUSTIN		
		AUSTIN POWER PLANT	8003 DECKER LANE OUTFALL #001 D	AUSTIN	30.293894	-97.633986
	<i>RCRA-G</i>	DECKER POWER PLANT	8003 DECKER LANE	AUSTIN	30.308	-97.6169
			8003 DECKER LANE	AUSTIN	30.308	-97.6169
			8003 DECKER LANE	AUSTIN	30.308	-97.6169
			8003 DECKER LANE	AUSTIN	30.308	-97.6169
	<i>TXAST</i>	APPLIED MATERIALS INC	9700 E HIGHWAY 290	AUSTIN	30.334653	-97.61551
		CITY OF AUSTIN ELECTRIC DEPA	8003 DECKER LN	AUSTIN	30.304886	-97.6191346
		ELECTRONIC RECYCLING & TRAD	6106 BALDWIN DR	AUSTIN	30.287786	-97.6313258
		FLINT HILLS RESOURCES LP	9011 JOHNNY MORRIS RD	AUSTIN	30.324791	-97.6287605
	<i>TXLF</i>	LTD MATERIAL LLC	8107 ALTOGA DR	AUSTIN	30.323475	-97.653583
		BROWN DISTRIBUTING	8711 JOHNNY MORRIS RD	AUSTIN	31.347324	-94.719913
		CON-WAY EXPRESS LTX	8101 BAGBY DR	AUSTIN	33.6482	-97.3714
		FIRST TRANSIT	5910 JOHNNY MORRIS RD	AUSTIN	32.3087	-94.5157
	<i>TXLUST</i>	HAYS CITY CORP	4906 BURLESON Rd	AUSTIN	32.450488	-100.400654
		LONE STAR READY MIX	7900 OLD MANOR RD	AUSTIN	0	0
			7900 OLD MANOR RD	AUSTIN	0	0
		ORGANIC BY GOSH	13602 FM 969	AUSTIN	33.7736	-95.7133
	<i>TXSPILL</i>		13602 FM 969	AUSTIN	33.7736	-95.7133
		SUN COAST RESOURCES	7759 JOHNNY MORRIS RD	AUSTIN	30.334135	-97.739942
			7759 JOHNNY MORRIS RD	AUSTIN	0	0
			7759 JOHNNY MORRIS RD	AUSTIN	0	0
			7759 JOHNNY MORRIS RD	AUSTIN	0	0
	<i>TXLUST</i>		7759 JOHNNY MORRIS RD	AUSTIN	30.334135	-97.739942
			7759 JOHNNY MORRIS RD	AUSTIN	30.334135	-97.739942
		TNR EASTSIDE SERVICE CENTER	6011 BLUE BLUFF	AUSTIN	0	0
			6011 BLUE BLUFF	AUSTIN	0	0
	<i>TXLUST</i>	AUSTIN COMMUNITY LANDFILL P	9900 GILES RD AUSTIN, TX 78754-97	TRAVIS	30.33	-97.63
			9900 GILES RD AUSTIN, TX 78754-97	TRAVIS	30.33	-97.63
		SUNSET FARMS LANDFILL	9912 GILES RD AUSTIN, TX 78754-97	TRAVIS	30.33	-97.61
			9912 GILES RD AUSTIN, TX 78754-97	TRAVIS	30.33	-97.61
	<i>TXLUST</i>	TRAVIS COUNTY LANDFILL	9500 E HIGHWAY 290 AUSTIN, TX 78	TRAVIS	30.33	-97.63
		WASTE MANAGEMENT OF TEXAS	9900 GILES RD AUSTIN, TX 78754-97	TRAVIS	30.33	-97.62
			9900 GILES RD AUSTIN, TX 78754-97	TRAVIS	30.33	-97.62
			9900 GILES RD AUSTIN, TX 78754-97	TRAVIS	30.33	-97.62
	<i>TXLUST</i>		9900 GILES RD AUSTIN, TX 78754-97	TRAVIS	30.33	-97.62
			9900 GILES RD AUSTIN, TX 78754-97	TRAVIS	30.33	-97.62
		WINN ELEMENTARY SCHOOL	3500 SUSQUEHANNA LN AUSTIN, TX	TRAVIS	30.32	-97.66
		DAVID HOLMAN	3402 ANDTREE BLVD	AUSTIN	30.323417	-97.661964
	<i>TXLUST</i>	EMERY AIR FREIGHT FACILITY	7808 DANZ BLVD	AUSTIN	30.323518	-97.662044
		ROLLINS OUTDOOR ADVERTISIN	9201 E HWY 290	AUSTIN	30.329061	-97.653697
		STOP N GO MARKETS 1195	6710 LOYOLA	AUSTIN	30.299288	-97.645885
		TRAVIS STATE SCHOOL MAINTEN	8509 FM 969	AUSTIN	30.2757	-97.6363
	<i>TXSPILL</i>	Austin Power Plant	Decker Power Plant, Discharge canal int Austin			
		CITY OF AUSTIN	DECKER POWER PLANT	Austin	30.242891	-97.718639
			DECKER POWER PLANT	Austin	30.242891	-97.718639
		City of Austin Decker Power Plant	8003 Decker Ln # 78724	Austin	30.306564	-97.617876
	<i>TXSPILL</i>	FLINT HILLS RESOURCES LP	9011 Johnny Morris Rd, Austin, TX	AUSTIN	30.325907	-97.6281292

Database count for 78724

ERNS	8	RCRA-G	5	TXAST	16
TXLF	11	TXLUST	5	TXSPILL	13
TXUST	63	TXVCP	1		

FACZIP	DATABASE	SITENAME	ADDRESS	CITY	LATITUDE	LONGITUDE
78724	TXSPILL	GENERIC INCIDENT PRINCIPAL	GENERIC INCIDENT ZIP CODE 78724	AUSTIN	0	0
		KOCH REFINING CO.	9011 Johnny Morris Rd	Austin	30.325409	-97.627896
		MISSION PETROLEUM CARRIERS	5100 Johnny Morris Rd	Austin	30.282998	-97.653288
		SPEEDY STOP FOOD STORES LT	SPEEDY STOP 216	AUSTIN	0	0
		Sundek by Capital Decking	3410 Duke Rd # 78724	Austin	30.322564	-97.662461
	TXUST	TNT Bestway	at I-35 at Lakeway Dr in Georgetown	Austin		
			IH-35 AT LAKEWAY DR, GEORGETO	AUSTIN		
		USF Bestway	S IH 35 at mm 272, Jarrell, Texas	Austin	30.244623	-97.734669
		ANTIQUE TILE & MARBLE	7400 FM 969	AUSTIN	30.2808	-97.6476
			7400 FM 969	AUSTIN	30.2808	-97.6476
		B W HICKMAN	3416 TREE BLVD	AUSTIN	0	0
			3416 TREE BLVD	AUSTIN	0	0
		CIRCLE K 3237	7201 CAMERON RD	AUSTIN	30.326229	-97.692197
			7201 CAMERON RD	AUSTIN	30.326229	-97.692197
		DIAMOND SHAMROCK 59	9614 HIGHWAY 290 E	AUSTIN	30.331098	-97.622684
			9614 HIGHWAY 290 E	AUSTIN	30.331098	-97.622684
			9614 HIGHWAY 290 E	AUSTIN	30.331098	-97.622684
			9614 HIGHWAY 290 E	AUSTIN	30.331098	-97.622684
		DOUBLE M GROCERY	7700 FM 969	AUSTIN	30.2795	-97.6443
			7700 FM 969	AUSTIN	30.2795	-97.6443
			7700 FM 969	AUSTIN	30.2795	-97.6443
		FOREST BLUFF GROCERY	14300 FM 969	AUSTIN	30.2485	-97.5762
			14300 FM 969	AUSTIN	30.2485	-97.5762
		GARAGE	8110 DECKER LN	AUSTIN	30.307652	-97.617251
			8110 DECKER LN	AUSTIN	30.307652	-97.617251
			8110 DECKER LN	AUSTIN	30.307652	-97.617251
		JDs CONOCO 2	6575 DECKER LN	AUSTIN	30.289871	-97.628661
			6575 DECKER LN	AUSTIN	30.289871	-97.628661
			6575 DECKER LN	AUSTIN	30.289871	-97.628661
		LOYOLA GROCERY	6710 LOYOLA LN	AUSTIN	30.299288	-97.645885
			6710 LOYOLA LN	AUSTIN	30.299288	-97.645885
			6710 LOYOLA LN	AUSTIN	30.299288	-97.645885
		MILSTEAD SUPPLY CO	8210 SPRINGDALE	AUSTIN	30.325612	-97.656935
			8210 SPRINGDALE	AUSTIN	30.325612	-97.656935
		MINI MAX FOOD MART	10412 FM 969	AUSTIN	30.2604	-97.6187
			10412 FM 969	AUSTIN	30.2604	-97.6187
			10412 FM 969	AUSTIN	30.2604	-97.6187
			10412 FM 969	AUSTIN	30.2604	-97.6187
			10412 FM 969	AUSTIN	30.2604	-97.6187
		PUROLATOR COURIER CORP	7808 DANZ BLVD	AUSTIN	30.323518	-97.662044
		QUIX 491	9207 HIGHWAY 290 E	AUSTIN	30.329158	-97.652387
			9207 HIGHWAY 290 E	AUSTIN	30.329158	-97.652387
			9207 HIGHWAY 290 E	AUSTIN	30.329158	-97.652387
			9207 HIGHWAY 290 E	AUSTIN	30.329158	-97.652387
		ROLLINS OUTDOOR ADVERTISIN	9201 E HIGHWAY 290	AUSTIN	30.329061	-97.653697
		SATELLITE 1	9301 JOHNNY MORRIS RD	AUSTIN	30.327727	-97.626024
			9301 JOHNNY MORRIS RD	AUSTIN	30.327727	-97.626024
			9301 JOHNNY MORRIS RD	AUSTIN	30.327727	-97.626024
		SIGNATURE 39	8701 HIGHWAY 290 E	AUSTIN	30.328508	-97.65903
			8701 HIGHWAY 290 E	AUSTIN	30.328508	-97.65903

Database count for 78724

ERNS	8	RCRA-G	5	TXAST	16
TXLF	11	TXLUST	5	TXSPILL	13
TXUST	63	TXVCP	1		

FACZIP	DATABASE	SITENAME	ADDRESS	CITY	LATITUDE	LONGITUDE
78724	TXUST	SIGNATURE 39	8701 HIGHWAY 290 E	AUSTIN	30.328508	-97.65903
		SPEEDY STOP 216	9105 HIGHWAY 290 E	AUSTIN	30.328936	-97.655052
			9105 HIGHWAY 290 E	AUSTIN	30.328936	-97.655052
			9105 HIGHWAY 290 E	AUSTIN	30.328936	-97.655052
			9105 HIGHWAY 290 E	AUSTIN	30.328936	-97.655052
			9105 HIGHWAY 290 E	AUSTIN	30.328936	-97.655052
		STAR FLIGHT MAINTENANCE	7800 OLD MANOR RD	AUSTIN	30.3212	-97.6564
		SUN COAST RESOURCES	7759 JOHNNY MORRIS RD	AUSTIN	30.311467	-97.63818
			7759 JOHNNY MORRIS RD	AUSTIN	30.311467	-97.63818
		SUPER MAX	7801 FM 969	AUSTIN	30.2791	-97.6432
			7801 FM 969	AUSTIN	30.2791	-97.6432
			7801 FM 969	AUSTIN	30.2791	-97.6432
			7801 FM 969	AUSTIN	30.2791	-97.6432
			7801 FM 969	AUSTIN	30.2791	-97.6432
		TETCO 56	8600 US HIGHWAY 290 E	AUSTIN	30.32851	-97.660025
			8600 US HIGHWAY 290 E	AUSTIN	30.32851	-97.660025
		TXDOT TRAVIS EAST MAINTENAN	8902 FM 969	AUSTIN	30.2719	-97.6326
			8902 FM 969	AUSTIN	30.2719	-97.6326
			8902 FM 969	AUSTIN	30.2719	-97.6326
			8902 FM 969	AUSTIN	30.2719	-97.6326
			8902 FM 969	AUSTIN	30.2719	-97.6326
	TXVCP	Leif Johnson Ford	9628 U.S. Highway 290 East	Austin	30.332285	-97.620828

Database count for 78725

RCRA TSD	1	RCRA-G	3	TXAST	31
TXLF	1	TXLUST	5	TXSPILL	1
TXUST	18	TXVCP	1		

FACZIP	DATABASE	SITENAME	ADDRESS	CITY	LATITUDE	LONGITUDE
78725	<i>TXUST</i>	KLBJ AM TRANSMITTER SITE	2600 N FM 973	AUSTIN	30.237	-97.6245
		RENTAL COMMERCIAL PROPERT	3121 MANOR RD	AUSTIN	30.286676	-97.704753
			3121 MANOR RD	AUSTIN	30.286676	-97.704753
		TRACOR	6500 TRACOR LN	AUSTIN	30.2774	-97.6607
			6500 TRACOR LN	AUSTIN	30.2774	-97.6607
		W D CHRISNER & HARVEY BROU	8400 DELWAU LANE	AUSTIN	30.2642	-97.6542
		WALNUT CREEK WASTEWATER T	7113 FM 969	AUSTIN	30.2818	-97.6505
		WILLIAMS INSULATION	4300 NIXON LN	AUSTIN	30.271491	-97.651083
			4300 NIXON LN	AUSTIN	30.271491	-97.651083
			4300 NIXON LN	AUSTIN	30.271491	-97.651083
				AUSTIN	30.271491	-97.651083
				AUSTIN	30.271491	-97.651083
	<i>TXVCP</i>	Travis State School	8509 FM 969	Austin	30.270867	-97.637887

Gilbert Lane Housing Development: HUD Environmental Assessment

APPENDIX D

NOISE ASSESSMENT CALCULATIONS

**Worksheet A
Site Evaluation****Noise Assessment Guidelines**

Site Location

Travis County - Gilbert Lane

Program

HUD

Project Name

Gilbert Lane subdivision

Locality

Travis County, TX

File Number

Sponsor's Name

Travis County

Phone

Street Address

27 lots along Bartony Cove

City, State

Austin TX

Acceptability
Category

DNL

Predicted for
Operations in Year

1. Roadway Noise

N/A

2. Aircraft Noise

Acceptable <55dB 2012

3. Railway Noise

N/A

<55dB

Value of DNL for all noise sources: (see page 3 for
combination procedure)**Final Site Evaluation (circle one)**

Acceptable

Normally Unacceptable

Unacceptable

Signature

Christine Polito

Date

7-12-10

Clip this worksheet to the top of a package
containing Worksheets B-E and Workcharts 1-7
that are used in the site evaluations

Worksheet C
Roadway Noise

Page 2

Noise Assessment Guidelines

Adjustments for Automobile Traffic

	9 Stop and-go Table 3	10 Average Speed Table 4	11 Night- Time Table 5	12 Auto ADT (line 5c)	13 Adjusted Auto ADT	14 DNL (Workchart 1)	15 Barrier Attenuation	16 Partial DNL
Road No. 1	_____ X _____	_____ X _____	_____ X _____	_____ = _____	_____	_____	_____	_____
Road No. 2	_____ X _____	_____ X _____	_____ X _____	_____ = _____	_____	_____	_____	_____
Road No. 3	_____ X _____	_____ X _____	_____ X _____	_____ = _____	_____	_____	_____	_____
Road No. 4	_____ X _____	_____ X _____	_____ X _____	_____ = _____	_____	_____	_____	_____

Adjustments for Heavy Truck Traffic

	17 Gradient Table 6	18 Average Speed Table 7	19 Truck ADT 2	20	21	22 Stop and-go Table 8	23 Night- Time Table 5	24 Adjusted Truck ADT	25 DNL (Work- chart 2)	26 Barrier Attn.	27 Partial DNL
Uphill	_____ X _____	_____ X _____	_____ = _____								
Road No. 1					Add _____	X _____	X _____	_____ = _____	_____	_____	_____
Downhill	_____ X _____	_____ X _____	_____ = _____								
Uphill	_____ X _____	_____ X _____	_____ = _____								
Road No. 2					Add _____	X _____	X _____	_____ = _____	_____	_____	_____
Downhill	_____ X _____	_____ X _____	_____ = _____								
Uphill	_____ X _____	_____ X _____	_____ = _____								
Road No. 3					Add _____	X _____	X _____	_____ = _____	_____	_____	_____
Downhill	_____ X _____	_____ X _____	_____ = _____								
Uphill	_____ X _____	_____ X _____	_____ = _____								
Road No. 4					Add _____	X _____	X _____	_____ = _____	_____	_____	_____
Downhill	_____ X _____	_____ X _____	_____ = _____								

Combined Automobile & Heavy Truck DNL

Not applicable.

Road No. 1 _____ Road No. 2 _____ Road No. 3 _____ Road No. 4 _____ Total DNL for All Roads _____

Signature

Christine Polito

Date

7-12-10

Worksheet D
Railway Noise
Page 1
Noise Assessment Guidelines

List All Railways within 3000 feet of the site:

1. none
2.
3.

Necessary Information:
Railway No. 1 Railway No. 2 Railway No. 3
Not applicable.

1. Distance in feet from the NAL to the railway track:
2. Number of trains in 24 hours:
 - a. diesel
 - b. electrified
3. Fraction of operations occurring at night (10 p.m. – 7 a.m.):
4. Number of diesel locomotives per train:
5. Number of rail cars per train:
 - a. diesel trains
 - b. electrified trains
6. Average train speed:
7. Is track welded or bolted?
8. Are whistles or horns required for grade crossings?

Worksheet D
Railway Noise

Page 2

Noise Assessment Guidelines

Adjustments for Diesel Locomotives

	9 No. of Locomotives 2	10 Average Speed Table 9	11 Horns (enter 10)	12 Night- time Table 5	13 No. of Trains (line 2a)	14 Adj. No. of Opns.	15 DNL Workchart 3	16 Barrier Attn.	17 Partial DNL
Railway No. 1	_____	X _____	X _____	X _____	X _____	= _____	_____	- _____	= _____
Railway No. 2	_____	X _____	X _____	X _____	X _____	= _____	_____	- _____	= _____
Railway No. 3	_____	X _____	X _____	X _____	X _____	= _____	_____	- _____	= _____

Adjustments for Railway Cars or Rapid Transit Trains

	18 Number of cars 50	19 Average Speed Table 10	20 Bolted Rails (enter 4)	21 Night- time Table 5	22 No. of Trains (Line 2a or 2b)	23 Adj. No. of Opns.	24 DNL Work- chart 4	25 Barrier Attn.	26 Partial DNL
Railway No. 1	_____	X _____	X _____	X _____	X _____	= _____	_____	- _____	= _____
Railway No. 2	_____	X _____	X _____	X _____	X _____	= _____	_____	- _____	= _____
Railway No. 3	_____	X _____	X _____	X _____	X _____	= _____	_____	- _____	= _____

Combined Locomotive and Railway Car DNL

Not applicable.

Railway No. 1 _____ Railway No. 2 _____ Railway No. 3 _____ Total DNL for all Railways _____

Signature

Christine Polito

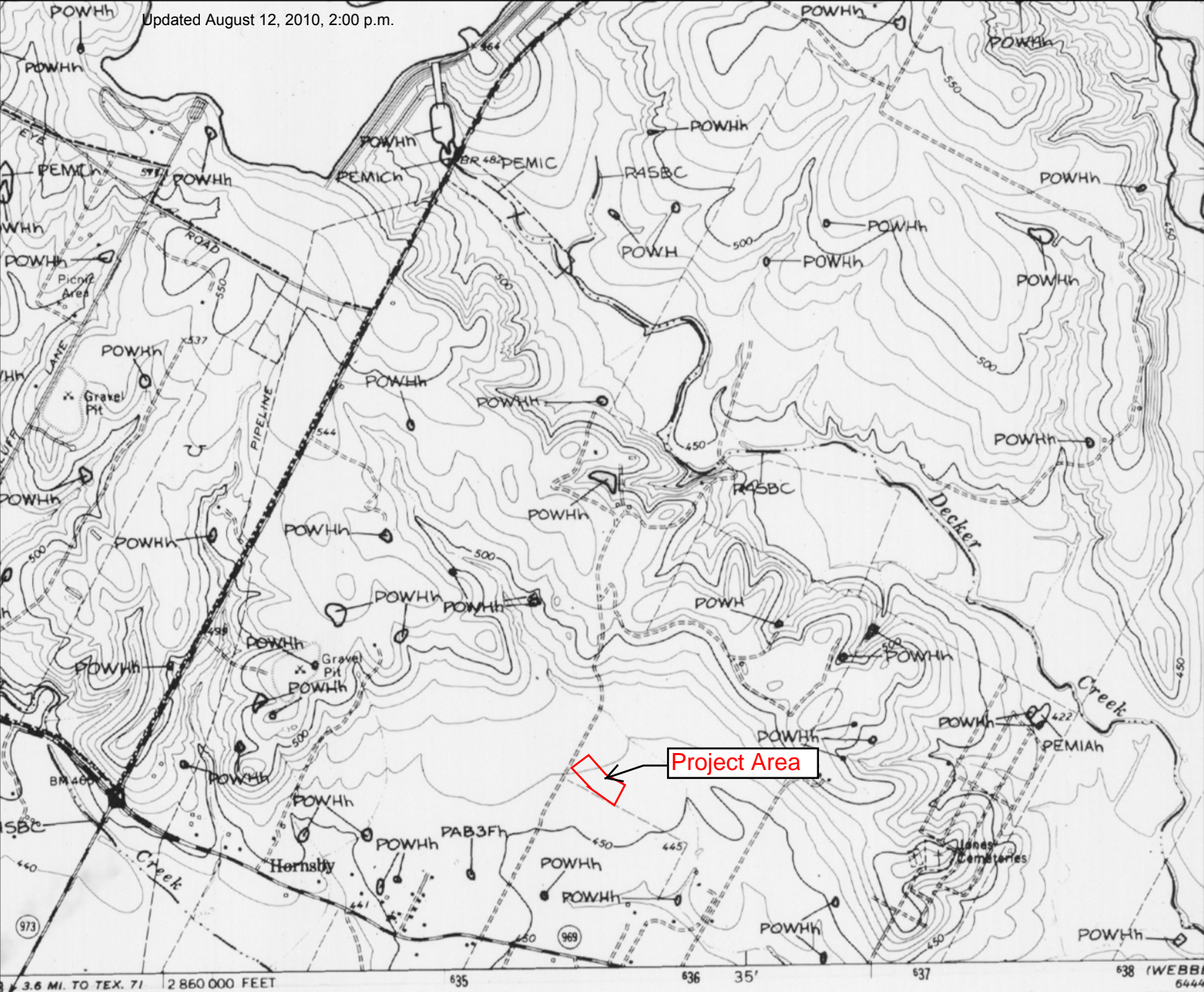
Date

7-12-10

Gilbert Lane Housing Development: HUD Environmental Assessment

APPENDIX E

NWI WETLANDS MAP (from TelAll Corporation)



3.6 MI. TO TEX. 71 2 860 000 FEET

635

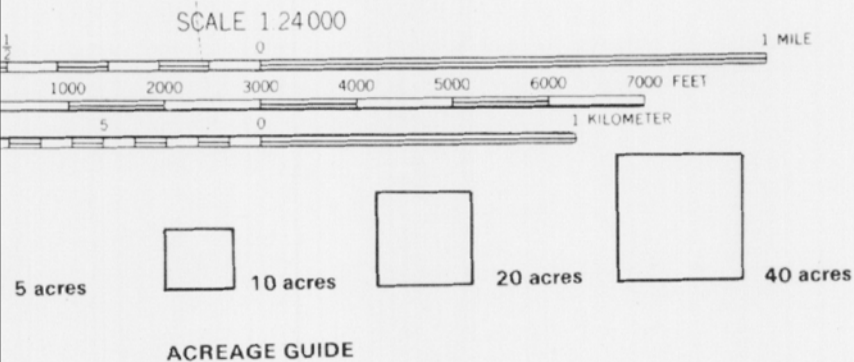
636

35'

637

638 (WEBB)

6444



SPECIAL NOTE

This document was prepared primarily by stereoscopic analysis of high altitude aerial photographs. Wetlands were identified on the photographs based on vegetation, visible hydrology, and geography in accordance with **Classification of Wetlands and Deepwater Habitats of the United States** (FWS/OBS - 79/31 December 1979). The aerial photographs typically reflect conditions during the specific year and season when they were taken. In addition, there is a margin of error inherent in the use of the aerial photographs. Thus, a detailed on the ground and historical analysis of a single site may result in a revision of the wetland boundaries established through photographic interpretation. In addition, some small wetlands and those obscured by dense forest cover may not be included on this document.

Federal, State and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, State or local government or to establish the geographical scope of the regulatory programs of government agencies. **Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek**

SYMBOL

tion on availability of NWI maps, call 1-800-USA-MAPS.

Regional Director (ARDE) Region II
U.S. Fish and Wildlife Service
P.O. Box 1306
Albuquerque, New Mexico 87103

Gilbert Lane Housing Development: HUD Environmental Assessment

APPENDIX F

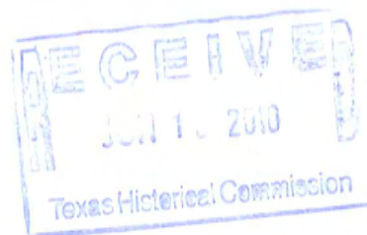
AGENCY COORDINATION



COX | McLAIN
Environmental Consulting

June 14, 2010

Mark Denton, Team Leader
State and Federal Review Section
Archeology Division
Texas Historical Commission
P.O. Box 12276
Austin, TX 78704



Dear Mr. Denton:

As a political subdivision of the State of Texas, Travis County requests your input regarding the Gilbert Lane New Housing Development project, located approximately 2.4 km (1.5 miles) south of Walter E. Long Lake and 0.8 km (0.5 miles) east of SH 130 in eastern Travis County, Texas (Figure 1). As part of the project, Travis County proposes to work with Austin Habitat for Humanity (hereafter Habitat) to secure an estimated \$945,000 in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant funding for the purchase of 27 single-family residential lots (covering a total area of approximately 1.9 hectares [4.6 acres]) within the partially constructed Gilbert Lane subdivision, as well as an additional estimated \$2 million through other funding sources for the construction of up to 27 new residences for low- to moderate-income families. The Habitat residences would be constructed on home sites in an existing subdivision that has already been cleared and leveled under previous development projects undertaken by others (Figures 2 and 3). The proposed work has a federal component—and therefore National Historic Preservation Act (NHPA) Section 106 implications—via the HUD Community Development Block Grant funding.

The project area is located on level terraces associated with the Colorado River and its tributaries, two of which bracket the project area: Elm Creek approximately 2 km (1.2 miles) to the southwest, and Decker Creek 2 km (1.2 miles) to the northeast, while the main channel of the Colorado is located approximately 5 km (3.1 miles) to the south. Geologically, the project area is underlain by Holocene terrace deposits (Stoeser et al. 2007). A single soil map unit is present in the project area: Burleson clay on 0-1 percent slopes (NRCS 2010b). This very deep, fine, moderately well-drained soil is characterized by extensive vertisolic cracking, reducing the integrity of archeological deposits even in undisturbed areas (NRCS 2010a).

According to a search of the Texas Historic Sites Atlas maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory (TARL), no known archeological sites, historic cemeteries, Official State Historical Markers, State Archeological Landmarks (SALs), or properties or districts listed on the National Register of Historic Places (NRHP) are located in the project area (THC 2010). Within 1 km (0.62 miles) of the project area, five archeological sites have been recorded, all located at a distance of approximately 0.9-1 km (0.56-0.62 miles):

- 41TV1108, a minor scatter of possibly prehistoric lithics and historic-age debris;
- 41TV1111, a minor deposit of historic-age debris along with a shed and corral;
- 41TV1255, a deposit of lithic flakes and possible cores characterized by the recorders as ineligible for NRHP/SAL status;
- 41TV1275, a multicomponent site with burned rock, lithics, and historic-age ceramics, tested by PBS&J and found to be ineligible for NRHP/SAL status; and
- 41TV1987, a very large (approximately 300 m [984 ft] in diameter) deposit of diagnostic lithics and other materials, including a human cranial fragment. Also tested by PBS&J, the



site was found to lack the integrity and data potential necessary for NRHP/SAL status (THC 2010).

According to the Atlas, the current project area was included in two archeological surveys carried out in 1985 and 1986 by Espey, Huston and Associates (EHA) for the Environmental Protection Agency (EPA) and the Austin Municipal Utility District (MUD); no archeological sites were documented within the project area, although several were documented within 0.9-1 km (0.56-0.62 miles), as discussed above (THC 2010). Other surveys for the EPA and Austin MUD were carried out north and west of the project area, also in the 1980s. Later nearby surveys include SH 130 corridor studies performed from 2001 through 2005 by PBS&J and Hicks and Company 0.8 km (0.5 miles) to the west (sponsored by the Texas Department of Transportation [TxDOT] and the Federal Highway Administration [FHWA]), as well as a 2008 survey carried out by Raba-Kistner for the Del Valle Independent School District (ISD). The latter project, which concerned a 27-acre parcel immediately across Gilbert Lane (also Gilbert Road on some maps) from the present project area, entailed the excavation of 15 shovel test units, none of which yielded cultural materials (Held 2009). Overall, despite the presence of known sites within 1 km (0.62 miles), the 1985-1986 EHA surveys of the project area and the recent Raba-Kistner survey across the road from it illustrate the low archeological potential of the project area and its immediate environs.

In addition to a low baseline level of archeological probability, the project area is characterized by an extremely high level of previous disturbance. During previous projects undertaken by the subdivision developers, the entire area was cleared of vegetation, bladed, and excavated by heavy equipment for utility installation, road construction, and the preparation of residential lots (see Figure 2). Also, various fill sediments were brought in to level the area; these fills are visible as a patchwork of contrasting ground-surface colors in Figure 2. Following these activities, short streets ending in cul-de-sacs were constructed, and the area was trenched for utility lines to serve future residences (see Figure 3).

To fully evaluate the proposed work's potential for impacts to historic-age structures as well as archeological sites, additional review was undertaken of documents such as historic aerial photographs (available via aggregators such as HistoricAerials.com), historic maps in the Texas Historic Overlay (THO) (Foster et al. 2006), and property records maintained by the Travis Central Appraisal District (TCAD). The proposed construction will not directly impact any standing structures, as the area has been completely cleared (see Figures 2 and 3). Due to the applicability of Section 106 to the proposed work, indirect impacts were also considered, particularly via changes in the visual environment. All parcels adjacent to the project area were examined. Indications of two structures immediately southeast of the project area were found on 1896 and 1955 United States Geological Survey (USGS) quadrangle maps available in the THO. However, no evidence of structures was visible at that location in aerial photographs of any age, from the mid-twentieth century through 2009, or on the more recent USGS quadrangle maps, published in 1988 and 2010. The TCAD deed record for the parcel that apparently contained these structures contained a reference to a residence with a 1950 build date (TCAD parcel ID 0202500208). However, this structure does not appear to correspond to the locations of the notations on the USGS maps; it is visible in aerial photographs on the south end of the parcel, approximately 0.6 km (0.37 miles) from the project area (see Figure 3). Even if the 1950 residence were eligible for the NRHP, it would not be indirectly affected by the proposed residences in the Gilbert Lane New Housing Development, as it is located at a considerable distance from the project area and is screened from potential visual impacts by heavy tree cover on the parcel upon which it is located and on intervening parcels. No other evidence of structures was found in the archival research, and no other deed records for parcels adjacent to the project area contained any mention of structures other than modern residences (typically dating to the 1980s-2000s).



COX | McLAIN
Environmental Consulting

Given the low archeological probability of the project area (as illustrated by the negative results of previous surveys within and adjacent to it, as well as its dominant soil map unit) and its high level of previous disturbance, Cox|McLain Environmental Consulting, Inc. (CMEC) recommends no further archeological study prior to the proposed construction. In addition, based upon the review of aerial photographs, historic maps, and property data for the parcels surrounding the project area, CMEC recommends that the proposed construction will have no direct or indirect impact on historic-age standing structures, and therefore recommends no further historic study. We ask for your concurrence with these recommendations.

Furthermore, while CMEC recognizes that by law THC has 30 days to review submissions such as the present document, in this case we respectfully request an expedited review, as the County risks losing the funding—and therefore the opportunity to work with Habitat to provide housing for some of the County's most vulnerable residents—unless all compliance coordination is complete by early July. Given the factors outlined above and the unambiguous socioeconomic benefit of the proposed work, we believe this is a reasonable request.

Please contact me at chris@coxmcclain.com if you have any questions or concerns.

Sincerely,

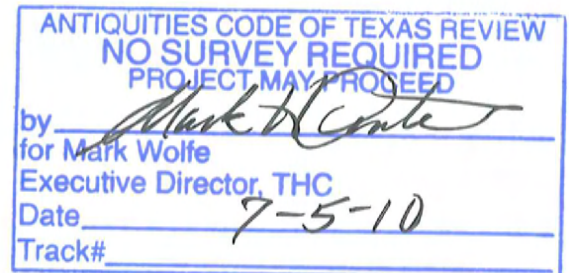
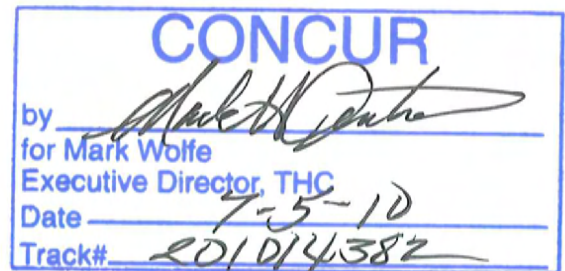
Chris Dayton, PhD, RPA
Cox | McLain Environmental Consulting, Inc.

CONCUR (Antiquities Code of Texas)

By _____
For Mark Wolfe
Executive Director, Texas Historical Commission
Date _____

CONCUR (NHPA Section 106)
No Historic Properties Affected

By _____
For Mark Wolfe
State Historic Preservation Officer
Date _____



Enclosures

- Figure 1. Project Location (Topo Base).
- Figure 2. Aerial view of project area (2007).
- Figure 3. Aerial view of project area (2009).



References

Foster, E. R., T. Summerville, and T. Brown

- 2006 *The Texas Historic Overlay: A Geographic Information System of Historic Map Images for Planning Transportation Projects in Texas*. Prepared for the Texas Department of Transportation, Environmental Affairs Division. PBS&J Document No. 060206, Austin.

Held, P.

- 2009 *An Intensive Cultural Resources Survey of the 27-Acre Lloyd Tract, Del Valle, Travis County, Texas*. Report submitted to Del Valle ISD. Raba-Kistner Consultants, Inc., San Antonio.

Natural Resources Conservation Service (NRCS)

- 2010a *Official Soil Series Descriptions*. Available at <http://soils.usda.gov/technical/classification/osd/index.html>. U.S. Department of Agriculture. Accessed 8 June 2010.

- 2010b *Web Soil Survey*. Soil data available at <http://websoilsurvey.nrcs.usda.gov/app/>. U.S. Department of Agriculture. Accessed 8 June 2010.

Stoeser, D. B., N. Shock, G. N. Green, G. M. Dumonceaux, and W. D. Heran

- 2007 *Geologic Map Database of Texas*. United States Geological Survey, Department of the Interior. Available online at: <http://pubs.usgs.gov/ds/2005/170/>. Accessed 9 February 2010.

Texas Historical Commission (THC)

- 2010 *Texas Archeological Sites Atlas Data Sets*. Texas Historical Commission and the Texas Archeological Research Laboratory. Available at <http://nueces.thc.state.tx.us>. Accessed 8 June 2010.

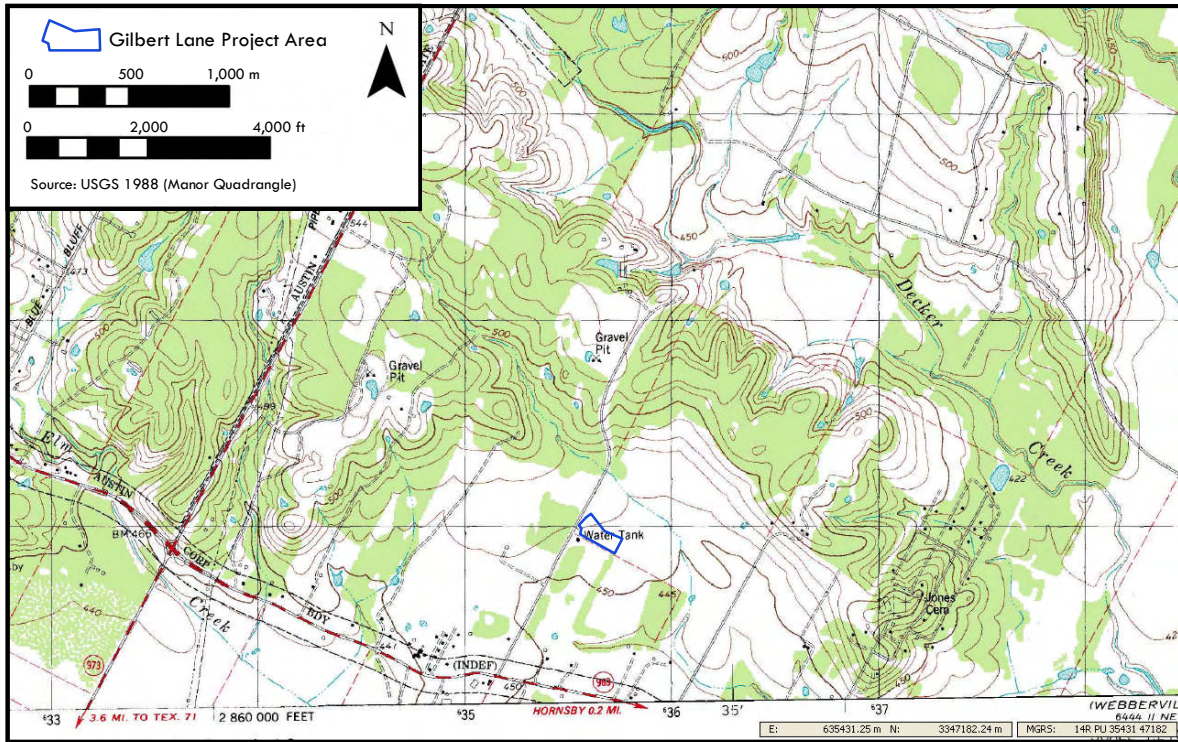


Figure 1. Project area location on USGS topographic base (Manor quadrangle).



Figure 2. Aerial photograph (2007) with property boundaries marked in red and the project area in blue. The entire project area was bladed and excavated by heavy equipment for utility installation, road construction, and the preparation of residential lots. In addition, various fills were brought in to level the area (visible as contrasting sediment colors). The aboveground water storage tank at the southwest corner of the project area replaced an earlier (although not historic-age) water tank noted on the 1988 USGS map (Manor quad) shown in Figure 1.



Figure 3. Aerial photograph from late 2009 showing additional transportation, utility, and drainage infrastructure constructed after the previous aerial photograph was taken (see Figure 2), as well as the 1950 residence noted in TCAD deed records.

BUDGET AMENDMENTS AND TRANSFERS

FY 2010

8/17/2010

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	1260	523	0701	ITS	Reg Sal.-Permnt Empl		\$ 4,000	1
		001	1230	523	1101	ITS	Regular Overtime Pay	\$ 4,000		
T2		001	0400	514	6503	Comm. Pct. 3	Travel, Meals, lodging		\$ 40	3
		001	0400	514	4107	Comm. Pct. 3	Cell Phone Allowance	\$ 40		
T3	KP2002	001	1405	821	5007	Facilities	Repairs-Other equip		\$ 158	6
	KP2002	001	1405	821	6099	Facilities	Other		\$ 622	
	KP2002	001	1405	821	8102	Facilities	Purchsd Serv-Bldg Impv		\$ 9,816	
	KP1005	001	1405	821	8105	Facilities	Buildings	\$ 10,596		
T4	KP2002	513	1405	801	8105	Facilities	Buildings		\$ 25	6
	KP2002	513	1405	801	8102	Facilities	Purchsd Serv-Bldg Impv		\$ 90,582	
	KP1005	513	1405	801	8105	Facilities	Buildings	\$ 90,607		

OTHER

O1	Request from Justice of the Peace, Pct. 2 to Internally Fund an Additional 0.5 FTE Effective September 1, 2010	10
----	---	----

Budget Adjustment: 22490

Fyr_ Budget Type: 2010-Reg
 PBO Category: Transfer
 Just: CommCodeRq

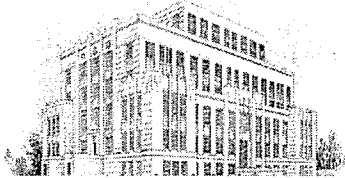
Author: 12 - MACIK, NICHOLAS
 Court Date: Tuesday, Aug 17 2010
 OT Line Item requirements

Created: 8/6/2010 8:40:07 AM
 Dept: INFORMATION & TELECOMMUNI

From Account	Acct Desc	Project	Proj Desc	Amount
001-1260-523-0701	REG SALARIES-PERMNT EMPL			4,000
				4,000
To Account		Project		Amount
001-1230-523-1101	REGULAR OVERTIME PAY			4,000
				4,000

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	8/6/2010 8:50:39 AM
DepOffice	12	NICHOLAS MACIK	8/6/2010 8:57:16 AM

Salary savings confirmed by PBO.
 R. D. Law 8/6/10
 Project Mello 8/10/10



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 AUG -5 PM 3:10

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

Date: August 5, 2010

To: Randy Lott, Budget Analyst

From: Joe Harlow, Chief Information Officer

A handwritten signature in cursive script that reads "Joe Harlow".

Subject: Budget Adjustment – Operations OT

ITS has reviewed the level of overtime for operations and has determined that the amount budgeted will be insufficient for the remaining portion of the fiscal year. There are several factors contributing to the increased level of overtime to date.

The first is the requirement to process Justices of the Peace end of month runs when the last day of the month falls on the weekend. Additionally, there was a requirement to execute a daily FACTS general ledger processing job on Monday mornings at 4:00am.

It is estimated that the department will require an additional \$ 4,000 to fund the anticipated overtime amounts for the remaining fiscal year. The source of funding is from existing salary savings within the department.

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

Cc: Walter LaGrone, ITS



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court
FROM: Bill Derryberry, Senior Planning and Budget Analyst
DATE: August 9, 2010
SUBJECT: Commissioner Precinct 3 Budget Transfer

A handwritten signature in blue ink, appearing to read "Bill Derryberry", is written over the "FROM:" line of the memorandum.

The Commissioner Precinct 3 Office (Commissioner 3) is requesting a budget transfer of \$40 for a \$20 monthly cell phone allowance for a temporary employee for the balance of FY 10.

PBO recommends approval of this transfer. If you have any questions, please call me at 4-4741.

AUTOMATED BUDGET ADJUSTMENT FORM

<< Back

100%

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Select a format

Export

Budget Adjustment: 22476

Fyr _ Budget Type: 2010-Reg

Author: 4 - BROWN, GARRETT

Created: 8/5/2010 10:58:36 AM

PBO Category: Transfer

Court Date: Tuesday, Aug 17 2010

Dept: COUNTY COMMISSIONER PCT 3

Just: Other

new line item for cell phone usage for county business

From Account	Acct Desc	Project	Proj Desc	Amount
001-0400-514-6503	TRAVEL, MEALS, LODGING			40
				40
To Account		Project		Amount
001-0400-514-4107	CELL PHONE ALLOWANCE			40
				40

Approvals

Dept

Approved By

Date Approved

Originator

4

GARRETT BROWN

8/5/2010 10:59:04 AM

DepOffice

4

GARRETT BROWN

8/5/2010 10:59:08 AM

Page 1

Wm. Dwyer 8-9-10
Gregg Miller 8-9-10

Rev. 6-22-2010

Travis County Monthly Cellular Service Allowance REQUEST

FORM Pursuant to Travis County Code, Chapter 39, Wireless Communications Policy, I am submitting this request for additions (A) or changes (C) of monthly cellular service allowances within my Office/Department.

Barrett E. Brown
Official/Department Head Signature and Date

7/1/10
effective date

NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, then be processed through the Auditor's Office. Along with this request form, a budget transfer sheet must be completed for a transfer of funds into line items 2002 (6.2%), 2005 (9.64%), 2006 (1.95 POPS positions), 2007 (1.45%), and the remaining into 4107. Unless the allowance is for a limited time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A cellular service monthly allowance is requested for (A or C, Employee ID #, position title and slot number):	\$10/mo	\$20/mo	\$30/mo
Kelly Darby #433191, Aide, slot #4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Reviewed by PBO

Darby
signature and date

Approved by Commissioner's Court

Date

Processed by Auditor's Office

signature and date

Return a copy to: Brad Bearden, Emergency & Wireless Communications Manager
Travis County Emergency Services Phone 854-4895 Fax 854-4786 Email
Brad.Bearden@co.travis.tx.us

5



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst *DAR Ramirez*

DATE: August 9, 2010

RE: Request by Facilities Management Division to transfer \$101,203 in CO and CAR savings from the Precinct 2 Office Building Construction and Renovation Project to the Precinct 1 Office Building Construction Project

FMD is requesting to transfer \$10,596 from CAR and \$90,607 from CO Fund 513 that are realized savings from the Precinct 2 Office Building Construction and Renovation Project to the Precinct 1 Office Building Construction Project. The additional funding totaling \$101,203 in capital funds will be used to augment the construction phase management budget (contingency). Currently, this contingency budget is set at 3.5% of the contract award. Adding these funds to the budget will increase the contingency budget to 7.1% of the contract amount.

PBO concurs with this request and recommends approval.

cc: Leroy Nellis, Rodney Rhoades, Jessica Rio, PBO
Roger El Khoury, John Carr, Amy Draper, Amy Lambert, FMD

6

Budget Adjustment: 22545

Fyr _ Budget Type: 2010-Reg

Author: 14 - DRAPER, AMY

Created: 8/9/2010 2:28:41 PM

PBO Category: Amendment

Court Date: Tuesday, Aug 17 2010

Dept: FACILITIES MANAGEMENT

Just: Other

Transfer project savings from Precinct 2 Office Bldg project to Precinct 1 New Bldg project

From Account	Acct Desc	Project	Proj Desc	Amount
001-1405-821-5007	REPAIRS-OTHER EQUIPMENT	KP2002	PCT 2 BLDG PURCHASE	158
001-1405-821-6099	OTHER	KP2002	PCT 2 BLDG PURCHASE	622
001-1405-821-8102	PURCHSD SERV-BLDG IMPROVM	KP2002	PCT 2 BLDG PURCHASE	9,816
				10,596
To Account		Project		Amount
001-1405-821-8105	BUILDINGS	KP1005	PCT.1 NEW BUILDING	10,596
				10,596

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	8/9/2010 02:28:52 PM
DepOffice	14	AMY DRAPER	8/9/2010 02:28:52 PM

Dr. Davis 8/9/10 PBO concurs
Theresa Nellis 8/10/10

✓

Budget Adjustment: 22544

Fyr _ Budget Type: 2010-Bonds

Author: 14 - DRAPER, AMY

Created: 8/9/2010 2:27:28 PM

PBO Category:

Court Date: None

Dept: FACILITIES MANAGEMENT

Just: Other

Transfer project savings from Precinct 2 Office Bldg to Precinct 2 New Bldg project

From Account	Acct Desc	Project	Proj Desc	Amount
513-1405-801-8105	BUILDINGS	KP2002	PCT 2 BLDG PURCHASE	25
513-1405-801-8102	PURCHSD SERV-BLDG IMPROVM	KP2002	PCT 2 BLDG PURCHASE	90,582
				90,607
To Account			Project	Amount
513-1405-801-8105	BUILDINGS		KP1005 PCT.1 NEW BUILDING	90,607
				90,607

Approvals Dept Approved By
 Originator 14 AMY DRAPER
 DepOffice 14 AMY DRAPER

Date Approved
 8/9/2010 02:28:49 PM
 8/9/2010 02:28:50 PM

*Dr. Amy 8/9/10 PBO concurs.
 Nancy Nellis 8/10/10*



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: PCT1-06-09B-1N

File: 102

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

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

FROM: John F. Carr, Administrative Director

DATE: July 30, 2010

SUBJECT: Funding Issue – Precinct One Office Building
Reallocate and Rebudget Available Funds

Facilities Management Department (FMD) requests your support in obtaining authorization to reallocate available savings from the completed Precinct Two Office Building project (KP2002) to the Precinct One Office Building project (KP1005). FMD recommends reallocation and rebudgeting to FY 11 of \$90,607 of 2009 CO funds (513) and \$10,596 of remaining CAR funds from the Precinct Two project. The Project Two Office Building has been completed and these funds are available to be reallocated.

The Precinct One Office Building is currently in the early stages of construction. The remaining unencumbered budget to manage the construction phase is limited to \$98,609 which is only 3.5% of the contract award. The requested reallocation will bring the available funding to manage the construction phase up to a total of \$199,812 which is 7.1% of the construction contract amount.

Your support in obtaining approval for the reallocation and rebudgeting of these available savings is appreciated. Please direct any questions on this request to Roger at 44579 or John at 44772.

COPY TO:

Amy Draper, CPA, Financial Manager, FMD

Amy Lambert, AIA, LEED AP, Project Manager, FMD

Diana Ramirez, Senior Budget Analyst, PBO




PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst 

DATE: August 9, 2010

RE: Request from Justice of the Peace, Pct. 2 to Internally Fund an Additional 0.5 FTE Effective September 1, 2010

As part of its FY 11 budget submission, Justice of the Peace, Pct. 2 submitted a request to internally fund an additional 0.5 FTE to make an existing 0.5 FTE into 1.0 FTE. The additional 0.5 FTE was proposed to be funded with permanent salary savings. PBO is recommending this FTE increase in the FY 11 Preliminary Budget.

This request is to implement this FTE increase during the last month of FY 10. This office has sufficient temporary salary savings to cover the increased cost of this item for September 2010. The office has worked with HRMD on this item as well as PBO. PBO concurs with this request.

cc: Leroy Nellis, Rodney Rhoades, PBO
Todd Osburn, Cynthia Lam-Roldan, HRMD
The Honorable Barbara Bembry, Justice of the Peace, Pct. 2
Ms. Cindy Muller, Office Manager, JP2

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	Broaddus 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 Adminstration	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 Adminstration	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
(\$50,000)	Records Mngt.	7/20/2010	Postage
\$4,816	Sheriff	7/19/2010	Liquidate Prior Year Purchase Order
\$2,578,800	TNR	7/20/2010	Move funds from Fleet for Reimbursement Resolution for FY 10 Capital Equipment Purchase

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

(\$5,250)	TNR	8/3/2010	Tenant Relocation payment for the Onion Creek Open Space buyout project
\$1,359,135	Various Dept	7/30/2010	Reimbursement Resolutions - Various
(\$50,000)	District Attorney	8/10/2010	APD DNA Lab Audit
\$4,211,920 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
(\$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
(\$672,233)	Total Possible Future Expenses (Earmarks)

\$3,539,687 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

\$6,713,487 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
(\$5,495)	Facilities	7/20/10	Law Enforcement Equipment
(\$460)	Facilities	7/20/10	Law Enforcement Equipment
\$388,698 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)	

\$293,198 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			

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
\$7,189,337	EMS	7/19/10	Reimbursement Resolution - procurement of helicopter
\$2,161,824	ITS	7/21/10	Projects funded thru Reimbursement Resolution in December 2009
\$2,999,000	Facilities	7/30/10	Reimbursement Resolution-Gault AHUs/Control Replacement; EOB HVAC Replacement and Purchase of Lot 6, 5325 Airport
\$43,812,685 Current Reserve Balance			

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

08-17-10

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 contract with the Corporation for National and Community Service (through OneStar Foundation) for Health and Human Services and Veteran Services to continue the Americorps Program to support the activities of the Texas AgriLife Extension's 4-H capital program;
- b) Biennial contract with the Office of the Attorney General to continue the State Case Registry/Local Customer Service Contract in the Domestic Relations Office within Juvenile Probation; and
- c) Permission to continue the Family Violence Accelerated Prosecution Program in the County Attorney's office until a final grant contract is received from the Office of the Governor, Criminal Justice Division.

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

8/17/2010

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
Contracts										
a 58	AmeriCorps	8/1/2010 - 7/31/2011	\$295,282	\$164,415	\$104,856	\$564,553 0	R	MC	16	
b 45	State Case Registry and Local Customer Service Contract	09/1/2010 - 08/31/2012	\$78,100	\$0	\$0	\$78,100 0.5	R	MC	56	

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 19	Family Violence Accelerated Prosecution Program	9/1/2010 - 8/31/2011	\$5,672	\$5,672	\$11,344	1.5	R	MC	126	

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		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
55	Renewing Our Communities Account (ROCA)	10/1/2010 - 9/30/2011	\$40,000	\$0	\$0	\$40,000	1	8/10/2010
			<hr/>					
			\$53,464,154	\$4,351,548	\$630,623	\$58,168,134	81.35	

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	<i>2009 Byrne Justice Assistance Grant (ARRA)</i>	<i>3/1/2009 - 2/28/2013</i>	<i>\$495,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$495,000</i>	<i>0</i>	<i>11/17/2009</i>

23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County	11/09 - 8/31/2012	\$590,797	\$0	\$0.00	\$590,797	1.75	11/17/2009
49	Onion Creek Greenway, Phase 1 - Urban Outdoor Recreation Grant	8/21/2008 - 8/20/2011	\$1,000,000	\$1,000,000	\$0.00	\$2,000,000	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	<i>Parenting in Recovery</i>	<i>9/30/2009 - 9/29/2010</i>	<i>\$508,690.70</i>	<i>\$80,000.00</i>	<i>\$45,000.00</i>	<i>\$633,690.70</i>	<i>1</i>	<i>2/23/2010</i>
55	<i>Information Management Strategy for Criminal Justice Edward Byrne Memorial Justice Assistance Formula Grant (ARRA)</i>	<i>10/1/2009 - 9/30/2010</i>	<i>\$487,359</i>	<i>\$0</i>	<i>\$0</i>	<i>\$487,359</i>	<i>0</i>	<i>2/23/2010</i>
58	Comprehensive Energy Assistance Program (CEAP)	1/1/2010 - 12/31/2010	\$2,934,664	\$0	\$0	\$2,934,664	0	3/2/2010
58	<i>ARRA WAP - Weatherization Assistance Program</i>	<i>9/1/2009 - 8/31/2011</i>	<i>\$2,311,350</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,311,350</i>	<i>0</i>	<i>3/2/2010</i>

49	Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program Local Initiative Projects Contract with Texas Commission on Environmental Quality	5/6/2008 - 8/31/2010	\$1,259,730.11	\$0	\$0	\$1,259,730.11	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
45	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
24	Travis County Veteran's Court	4/1/2010 - 8/31/2010	\$48,895	\$0	\$0	\$48,895	1	6/15/2010
37	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	<i>Communities Putting Prevention to Work (Tobacco Cessation) (ARRA)</i>	<i>6/11/10-6/10/12</i>	<i>\$120,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$120,000</i>	<i>1.5</i>	<i>7/13/2010</i>

12	SAVNS Statewide Victim Notification Service	9/1/2010 - 8/31/2011	\$26,333	\$0	\$0	\$26,333	0	7/20/2010
37	SCATTTF- Sheriff's Combined Auto Theft Task Force	9/1/10- 8/31/11	\$616,867	\$319,936	\$0	\$936,803	11	7/20/2010
58	ARRA WAP Weatherization Assistance Program Amendment 2	9/1/2009 - 8/31/2011	\$4,622,699	\$0	\$0	\$4,622,699	0	8/3/2010
47	Emergency Management Performance Grant	10/1/2009 - 9/30/2010	\$67,200	\$67,200	\$0	\$134,400	0	8/10/2010
19	Underage Drinking Prevention Program	10/1/2008 - 9/30/2011	\$178,749	\$35,715	\$119,504	\$333,968	3	8/10/2010
49	Amendment Number 4 to Contract for Local Initiatives Program (LIP) contract for the, Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	5/6/2008 - 8/31/2013	\$443,186.97		\$221,593.48	\$664,780.45	0	8/10/2010
55	Travis County Mental Health Public Defenders Office	10/1/2010 - 5/31/2011	\$73,506	\$343,161		\$416,667	8	8/10/2010
			\$34,013,678	\$4,817,587	\$515,761	\$39,337,026	75.83	

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
58	AmeriCorps	\$41,852	\$41,852	\$83,704	24	7/20/2010		No
Totals		\$70,740	\$70,740	\$621,480	28			

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

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

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

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

Grant Contracts approved by Commissioners Court

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA). For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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:	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	County Match	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:						

*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.

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

HHS is requesting Commissioners Court approval of a grant contract to continue the Americorps grant program for the period of August 1, 2010 to July 31, 2011. The contract will provide \$295,282 in grant funds for Americorps members to support the activities of the Texas AgriLife Extension's 4-H capital program. The grant does require a grant match, which is met through the allocation of staff and resources already budgeted within HHS &VS. The Commissioners Court previously approved a Permission to Continue the program with General Fund resources on July 20, 2010 while awaiting this contract.

PBO recommends approval of the contract to continue the existing program.

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.

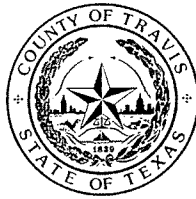
Travis County 4H CAPITAL will continue to offer after-school programs once the grant ends but not at as many locations.

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.



10 JUL 29 AM 9:57
TRAVIS COUNTY
PLANNING DEPARTMENT

**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 28, 2010
TO: Members of the Commissioners Court
FROM: *Sherri E. Fleming by [Signature]*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: AmeriCorps grant

Proposed Motion:

Consider and take appropriate action to approve a \$298,367 grant from the OneStar Foundation to fund the Travis County CAPITAL AmeriCorps Project in FY'11.

Summary and Staff Recommendations:

The grant will fund 12 full-time, 12 part-time and 8 quarter-time AmeriCorps members who will provide after-school enrichment programs each week during the school year at 24 schools as well as help staff summer camps. The programs focus on science and technology, environmental education, outdoor education, and life skills. Four current Travis County staff will provide program coordination and support for the day-to-day activities of the AmeriCorps members.

TCHHSVS staff recommends approving this grant.

Budgetary and Fiscal Impact:

The \$298,367 grant requires a combination of cash and in-kind matches totaling \$269,271. These matches will come from 4-H CAPITAL, the Texas AgriLife Extension Service, and TCHHSVS. The grant is revenue neutral. It will not increase the General Fund budget. The FY'11 grant will run from 8/1/10 – 7/31/11.

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.

The Travis County CAPITAL AmeriCorps Project has been in existence since 2003. It has served more than 16,000 youth to date.

Background:

Travis County 4-H CAPITAL is a non-profit organization affiliated with the Texas AgriLife Extension Service. The Extension Service provides a variety of educational programs for county youth and adults.

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

Notice of Grant Award

Sub-Grantee Information

Legal Applicant

Travis County through the Travis County Department of Health
and Human Services and Veterans Services
PO Box 1748
Austin, TX 78767-1748

EIN: 74-6000192

Program Name

Travis County CAPITAL AmeriCorps Project

Primary Contact

Charlotte Benbenek-Price
512-854-3192
cebenbenek-price@ag.tamu.edu

Award Information

CFDA Number 94.006
eGrants Application ID 10AC119057
eGrants Grant Number 06AFHTX0010051

Pre-Award Cost Start Date None
Project Period 8/1/2009 – 7/31/2012
Budget Period 8/1/2010 – 7/31/2011

Award Description

This award provides funds authorized by the Corporation for National and Community Service ("Grantor") that are passed through to OneStar National Service Commission ("Grantee") for carrying out AmeriCorps*State programs. The purpose of this award is to assist the Sub-Grantee in providing innovative program activities enable and authorized by the Grantor and Grantee under the National and Community Service Act of 1990, as amended (42 U.S.C. SS12501 et seq.).

Funding Information

	Corporation Share	Grantee Share	Member Detail	Stipend	Non- Stipend
Total Funding (2010 – 2011)	\$ 298,367	\$ 269,271	Full Time	12	0
			Half Time	12	0
			Reduced Half Time	0	0
			Quarter Time	8	0
			Minimum Time	0	0
			Total Member Service Years	20.12	

Special Conditions

Eligibility for continued funding is contingent upon satisfactory performance, compliance and the availability of funds.

Terms of Acceptance

By accepting funds under this grant, the Sub-Grantee agrees to comply with the Notice of Grant Award, Terms and Conditions, Attachment A: Reporting Requirements and Deadlines, Attachment B: AmeriCorps*Texas Provisions, all applicable federal statutes, regulations and guidelines, and all applicable Commission policies and procedures.

The Sub-Grantee agrees to administer the funded program in accordance with the approved grant application and budget as submitted in eGrants, supporting documents and other representations made in support of the approved Grant application.

Signature Authority

The person or persons signing this Notice of Grant Award on behalf of the Sub-Grantee or representing himself/herself as signing this agreement on behalf of the Sub-Grantee, hereby agrees that he/she has been duly authorized by the Sub-Grantee to execute this Notice of Grant Award on behalf of the Sub-Grantee and to validly and legally bind the Sub-Grantee to all the terms of this agreement.

This Grant Award is not effective until signed by the Grantee and the Sub-Grantee.

Grantee:

Rosa Moreno-Mahoney
VP, Civic Engagement & Social Responsibility
OneStar National Service Commission

Date

Sub-Grantee:

BY:

Samuel T. Biscoe
Travis County Judge
Travis County through the Travis County Department of Health
and Human Services and Veterans Services

Date



AmeriCorps Grant Award 2010-2011 Terms and Conditions

GENERAL TERMS AND CONDITIONS

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AmeriCorps Grant Award 2010-2011 Terms and Conditions

CHANGES IN THE 2010-2011 TERMS AND CONDITIONS

The Corporation revised the 2009 provisions to address changes authorized under the Serve America Act and to include provisions related to the new AmeriCorps Fixed Amount grants. The following sections from 2009 were deleted or revised for these 2010 Terms and Conditions.

GENERAL TERMS AND CONDITIONS

Section 1. The definitions for "eGrants", "Member" and "Performance Measures" have been revised.

Section 1. The definitions for "Project Period" and "Scope of Work" have been added.

Section 2. Legal Authority has been revised to include information for Fixed Amount grants.

Section 3. Exemptions for Fixed Amount Grants has been added.

Section 6. Grant Award Cycle has been revised.

Section 7. Changes and Amendments has been revised to include information for Fixed Amount grants.

Section 8. Program Sub-Grants has been revised.

Section 11. Audits has been revised changing the length of time required to submit independent audit and financial statements to the Commission to nine months after the organization's fiscal year end.

ATTACHMENT A

Reporting Requirements and Deadlines have been revised to reflect the 2010-11 reporting schedule and requirements.

ATTACHMENT B

Section B1.A.2. The AmeriCorps Name and Logo has been revised.

Section B1.B.2. Slot Conversions for Fixed Amount Grants has been added.

Section B1.B.5. Time and Attendance (AmeriCorps members) has been revised to add standards for professional corps program timekeeping.

Section B1.B.7. Member Exit has been revised.

Section B1.B.8. Criminal Background Checks has been revised.

Section B1.C.1. Planning for the Term of Service has been revised.

Section B1.C.2. Member Contracts has been revised. The section on "Voter Registration Activities Prohibited" was deleted and can be found in the AmeriCorps regulations 45 CFR Part 2520.65.

Section B1.E. Living Allowances, Other In-Service Benefits and Taxes has been revised.

Section B2.B.4. Consultant Services has been revised to reflect the change in daily rate from \$540/day to \$617/day.

Section B2.G. Fixed Amount Awards has been added.

Attachment B3. Grant Program Civil Rights and Non-Harassment Policy has been revised for 2010.



AmeriCorps Grant Award 2010-2011 Terms and Conditions

SECTION 1: DEFINITIONS

The following definitions apply to the entire Grant Award.

- 1.1 **Application for Funding** means the final application approved by the Commission at the time of the grant award (including amendments).
- 1.2 **Grant and Grant Award** means the Notice of Grant Award, the Grant Award Terms and Conditions, all attachments contained herein and all subsequent amendments.
- 1.3 **Contract oversight activities** include compliance monitoring, periodic evaluations, reimbursement request reviews, audits, or any other routine, periodic, or ad hoc contract management interactions between the Commission and the Sub-Grantee and the Sub-Grantee and its Program Sub-Grantee, if applicable. This definition also includes interactions between the Sub-Grantee and an entity designated by the Commission for this purpose.
- 1.4 **Commission** means the OneStar National Service Commission (also known as the Grantee); the Commission is authorized to administer the State's national service plan and AmeriCorps grant programs and to perform such other duties prescribed by law. The Commission may be accessed at <http://www.onestarfoundation.org/>
- 1.5 **Corporation** means the Corporation for National and Community Service. The Corporation may be accessed at <http://www.cns.gov/>
- 1.6 **Commission Policies** means any rule, directive, procedure, or other written requirement incorporated in this grant that are sufficiently binding on the Sub-Grantee to put the Sub-Grantee at risk of sanctions, penalties, or other negative actions for failure to adhere to them.
- 1.7 **Corporation Policies** means any rule, directive, procedure, or other written requirement incorporated in this grant that are sufficiently binding on the Commission to put the Commission at risk of sanctions, penalties, or other negative actions for failure to adhere to them.
- 1.8 **eGrants** is the Corporation for National and Community Service's web-based system for submission and tracking grant applications; managing members and progress reporting. eGrants may be accessed at <http://www.americorps.gov/egrants/index.asp>
- 1.9 **Member** means an individual:
 - 1.9.1 Who has been selected by the Sub-Grantee to serve in an approved national service position;
 - 1.9.2 Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;
 - 1.9.3 Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled
 - 1.9.3.1 in a full-time, year-round youth corps or full-time summer program as defined in the Act (42 U.S.C. 12572 (a) (2)), in which case he or she must be between the ages of 16 and 25, inclusive, or
 - 1.9.3.2 in a program for economically disadvantaged youth as defined in the Act (42 U.S.C. 12572 (a)(9)), in which case he or she must be between the ages of 16 and 24, inclusive; and
 - 1.9.4 Who has a high school diploma or an equivalency certificate (or agrees to obtain a high school diploma or its equivalent before using an education award) and who has not dropped out of elementary or secondary school in order to begin a term of service as an AmeriCorps member



AmeriCorps Grant Award 2010-2011 Terms and Conditions

(unless enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. 1091), or who has been determined through an independent assessment conducted by the Sub-Grantee to be incapable of obtaining a high school diploma or its equivalent.

- 1.10 **Performance Measures** are measureable indicators of a program's performance as it relates to member service activities.
- 1.11 **Project Period** is the complete length of time the Sub-Grantee is proposed to be funded to complete approved activities under the grant. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a Sub-Grantee's approved activities and budget.
- 1.12 **Scope of Work** for the purposes of this agreement includes the approved Application, Budget, and Notice of Grant Award.
- 1.13 **Service Recipient** means a community beneficiary who receives a service or benefit from the service of AmeriCorps members.
- 1.14 **Sub-Grantee** for the purposes of this agreement means the recipient of this Grant, funded by and awarded by the Commission. The Sub-Grantee carries out a National Service Program, described in the Act (42 U.S.C, 12572 (a)) and in accordance with federal requirements and the Provisions of this Grant.
- 1.15 **Program Sub-Grantee** refers to an organization receiving AmeriCorps grant funds from a Sub-Grantee. The Program Sub-Grantee carries out in part or in whole, a National Service Program, described in the Act (42 U.S.C, 12572 (a)) and in accordance with federal requirements and the Provisions of this Grant.
- 1.16 **Term of Service** means the member's term of service defined as the duration, hours required, and any other program-specified requirements that a member shall complete to successfully earn an educational award. The duration of the Term of Service shall fall within the Sub-Grantee's approved budget period.

SECTION 2: LEGAL AUTHORITY

- 2.1 Sub-Grantee agrees this Grant is authorized by and subject to the National and Community Service Act of 1990 "Act"(as amended by the Edward M. Kennedy Serve America Act of 2009), codified as 42 U.S.C. 12501et seq. Sub-Grantees shall comply with the requirements of the Act, its implementing regulations found in the Code of Federal Regulation (CFR) 2520 - 2550, and other guidance.
 - 2.1.1 The Sub-Grantee agrees to include in all program sub-grants the applicable terms and conditions contained in this award, including certifications and assurances
 - 2.1.2 All applicable Provisions of the Grant including statute regulations and OMB circulars that are incorporated by reference to this agreement shall apply to any Sub-Grantee and Program Sub-Grantee, including certifications and assurances.
- 2.2 The Sub-Grantee shall comply with the cost principles set forth in Office of Management and Budget (OMB) Circulars (as applicable), and these (OMB) Circulars are incorporated by reference as part of this agreement.
 - 2.2.1 OMB A-21, Cost Principles for Educational Institutions
 - 2.2.2 OMB A-87, Cost Principles for State, Local, and Indian Tribal Governments



AmeriCorps Grant Award 2010-2011 Terms and Conditions

- 2.2.3 OMB A-122, Cost Principles for Nonprofit Organizations
- 2.2.4 Fixed amount grants are exempt from OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR Part 225, OMB Circular A-122, Cost Principles for Nonprofit Organizations – 2 CFR Part 230, and OMB Circular A-21, Cost Principles for Educational Institutions – 2 CFR Part 220.
- 2.3 The Sub-Grantee shall comply with the uniform administrative requirements set forth in OMB Circulars (as applicable), and these (OMB) Circulars are incorporated by reference as part of this agreement.
 - 2.3.1 OMB A-102, Grants and Cooperative Agreements with State and Local Governments
 - 2.3.2 OMB A-110, Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations
- 2.4 The Sub-Grantee shall comply with the audit requirements set forth in OMB Circulars (as applicable), and this (OMB) Circular incorporated by reference as part of this agreement.
 - 2.4.1 OMB A-133, Audits of States, Local Governments, and Nonprofit Organizations
 - 2.4.2 See also Section 11 of this grant award, for additional requirements.
- 2.5 The Sub-Grantee agrees to provide services to the Commission as specified in the final Commission approved Application for Funding. The Sub-Grantee agrees to provide such services in compliance with all applicable Federal and State laws, regulations, and rules, and all Commission policies and procedures or guidance manuals incorporated herein by specific reference, and these terms and conditions
- 2.6 The Sub-Grantee represents and guarantees that it possesses the legal authority to enter into, to receive the funds authorized by, and to perform the services the Sub-Grantee has obligated itself to perform, under this grant award.
- 2.7 The Corporation's Office of Inspector General provides a list of common audit findings with which the Sub-Grantee should ensure they are familiar. The list of common audit findings may be accessed at: http://www.americorps.gov/pdf/08_0626_cnsc_audit_findings.pdf.

SECTION 3: EXEMPTIONS FOR FIXED AMOUNT GRANTS

- 3.1 Fixed Amount grants are exempt from the Cost Principles. Fixed Amount grants must comply with OMB Circular A-133 and the Uniform Administrative Requirements. Fixed amount grants include Education Award programs, Professional Corps, and Full-Cost Fixed Amount grants.

SECTION 4: COMPLIANCE WITH LAW/ORDER OF PRECEDENCE

- 4.1 Any inconsistency in the Grant Award shall be resolved by giving precedence in the following order (a) Applicable Federal Statutes, (b) Corporation and other Federal regulations, (c) Special Provisions, (d) General Provisions, (e) Notice of Funding Opportunity, (f) Commission terms and conditions, policies and procedures, and (g) the approved Grant Application including all assurances, certifications, attachments, and pre-award negotiations.

SECTION 5: GENERAL TERMS

- 5.1 To the extent allowed by the Constitution and the laws of the State of Texas, the Sub-Grantee agrees to indemnify, defend, and save harmless the Commission, its officers, agents, contractors, and



AmeriCorps Grant Award 2010-2011 Terms and Conditions

employees:

- 5.1.1 from any and all claims and losses occurring or resulting to any and all subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Award, and
- 5.1.2 from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Sub-Grantee in the performance of this Grant Award.
- 5.2 Both parties agree that all powers not explicitly vested in the Sub-Grantee by this Grant Award remain with the Commission.
- 5.3 The Sub-Grantee shall notify the Commission within ten (10) working days of the occurrence of any change in the Sub-Grantee's key personnel assigned to the grant project, significant changes affecting the Sub-Grantee's identity (such as name, governing structure or organization ownership or control, name change, governing board membership), any voluntary or involuntary actions in bankruptcy, or any Criminal or civil allegations or actions by or against the Sub-Grantee.
- 5.4 If any part of this Grant Award shall be held unenforceable, the rest of the Grant Award shall nevertheless remain in full force and effect.
- 5.5 Failure to enforce any provision of the Grant Award does not constitute a waiver of that provision, or any other provision, of the Grant Award.

SECTION 6: GRANT AWARD CYCLE

- 6.1 For the purpose of the grant, unless otherwise specified, the project period covers a three-year project period. In approving a multi-year project period, the Commission generally makes an initial award for the first year of operation. Sub-Grantees desiring to continue beyond the first or second year of the three-year project period shall submit a continuation application in a new grant competition held by the Commission. Continuation funding is contingent upon satisfactory performance, compliance and the availability of funds.

The project period and the budget period for this grant are noted on the Notice of Grant Award.

SECTION 7: CHANGES AND AMENDMENTS

- 7.1 Any alterations, additions, or deletions to the terms of this Grant Award which are required by changes in federal or state law or by regulation are automatically incorporated into this Grant Award without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 7.2 Except as specifically provided by Sub-Section 7.1 of this Grant Award, this Grant Award is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Grant Award shall be in writing and signed by both parties. Any other attempted changes, including oral modifications, written notices that have not been executed by both parties or in another form approved by the Commission, or other modifications of any type, shall be invalid.
- 7.3 **Programmatic Changes.** Sub-Grantees shall first obtain the prior written approval of the Commission before making the following changes in the approved Program. Depending on the nature of the change, approval from the Corporation may also be required.
 - 7.3.1 Changes in the scope, objectives or goals of the program, whether or not they involve budgetary changes;



AmeriCorps Grant Award 2010-2011 Terms and Conditions

- 7.3.2 Substantial changes in the level of participant supervision;
- 7.3.3 Entering into additional program sub-grants or contracts for AmeriCorps activities funded by the grant, but not identified or included in the approved application and grant budget.
- 7.4 **Budgetary Changes.** The Sub-Grantee shall obtain the prior written approval of the Commission and the Corporation's Office of Grants Management before deviating from the approved budget in any of the following ways;
 - 7.4.1 Specific Costs Requiring Prior Approval before Incurrence under OMB Circulars A-21 (2 CFR part 220), A-87 (2 CFR part 225) or A-122 (2 CFR part 230). For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.
 - 7.4.2 Purchases of Equipment over \$5,000 using grant funds, unless specified in the approved application and budget.
 - 7.4.3 Unless the Corporation share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 percent or more of the total budget shall be approved in writing in advance by the Commission and the Corporation. The total budget includes both the Corporation and Sub-Grantee shares. Sub-Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 per cent of the total budget.
- 7.5 **Approvals of Programmatic and Budget Changes.** Approval of programmatic and budget changes are required from the Commission. Depending on the nature of the change, additional approval from the Corporation may also be required. Sub-Grantees should not assume approval has been granted unless documentation from the Commission has been received.
- 7.6 **Exceptions for Fixed Amount Grants.** Sub-Grantees with fixed amount grants are not subject to the requirements in Section 7.4, Budgetary Changes.

SECTION 8: PROGRAM SUB-GRANTS

- 8.1 Except as specifically authorized by the Commission in writing, in selecting Program Sub-Grantees hereunder the Sub-Grantee shall utilize procurement procedures referenced in OMB Circular A-102 or A-110 (as applicable).
- 8.2 The Sub-Grantee shall ensure that the performances rendered under all program sub-grants are rendered in compliance with all the terms and provisions of this Grant Award as if the performances rendered were rendered by the Sub-Grantee.
- 8.3 The Sub-Grantee shall ensure that no person shall participate in any decision related to making Sub-Grants under this Grant Award which affects his/her personal financial interest. The Sub-Grantee shall maintain on file and make available for inspection a written statement that includes the name of employees and governing body members who have a conflict of and discloses interest, fact or circumstance that describes the conflict of interest. Such conflict of interest disclosure statement shall be updated as circumstances require.
- 8.4 Should the Sub-Grantee enter into a subsequent sub-grant in sub-granting any of the performances hereunder, the Sub-Grantee shall:
 - 8.4.1 Remain liable for the performance of the terms, conditions, and attachments of this Grant Award.



AmeriCorps Grant Award 2010-2011 Terms and Conditions

- 8.4.2 Ensure that Program Sub-Grantees comply with the requirements set forth under 42 U.S.C. 9901 et seq., as amended.
 - 8.4.3 Provide to the Commission, within thirty (30) days of contract execution, the Program Sub-Grantees name, address, telephone number, contact person, contract amount, and program description of each sub-grant to this Grant Award.
 - 8.5 The Sub-Grantee's responsibilities extend to oversight of its Program Sub-Grantees and their financial and program duties as an agent of the Sub-Grantee under this Grant Award.
 - 8.5.1 The Sub-Grantee shall conduct monitoring and contract oversight activities on a routine basis from the Sub-Grantee's offices, on site at the Program Sub-Grantee's offices, virtually using electronic communications, or a combination of these approaches.
 - 8.5.2 The Sub-Grantee shall document its oversight of its Program Sub-Grantees and these records shall be available to the Commission during the term of the grant and for as long thereafter as the Commission's duties to the Corporation require.
 - 8.6 Require through contract agreement that Program Sub-Grantees make all documents, papers, and records relevant to the work performed available to the Commission and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction on or off the premises of the subcontractor in accordance with Section 15.
 - 8.7 Require each of its Program Sub-Grantees to be subject to the examination and audit of the Commission or its duly authorized agents and shall retain all financial records, supporting documents, statistical records, evaluation data, program performance data, member information and personnel records following the record retention policy of the Sub-Grantee as required in Sub-Section 15.3 of this Grant Award; and
- The resolution of any litigation, claim, negotiation, audit or other action involving those records, if such resolution is after the submission of the Program Sub-Grantee's final expenditure report for the Program.

SECTION 9: REPORTING FRAUD

- 9.1 The Sub-Grantee shall report to the Commission any knowledge of suspected fraud, possible unallowable or illegal expenditures, unlawful activity, and violations of law or Commission rules, policies and procedures, no later than five (5) working days from the date of discovery of any such act.
- 9.2 Except as required by law or court order, the parties to this Grant Award shall insure the confidentiality of all reports or suspected fraud and program abuse. No party to this agreement shall retaliate against any person for filing a report.
- 9.3 The Sub-Grantee agrees to notify the Commission within five (5) working days from the date they are notified of an investigation by the Corporation Office of Inspector General on the Legal Applicant or Approved Program as it relates to any funds awarded by OneStar and/or directly from the Corporation.
- 9.4 See also Sub-Section B.2.C of this grant award for additional requirements.

SECTION 10: TECHNICAL ASSISTANCE

- 10.1 The Sub-Grantee shall participate in trainings and/or in technical assistance designated as mandatory. When trainings and/or technical assistance are deemed mandatory, attendance is measured and becomes part of the Sub-Grantee's performance record.



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- 10.2 At the discretion of the Commission, technical assistance and/or training may result in additional requirements that are binding on the Sub-Grantee through a corrective action plan as described in Section 13.

SECTION 11: AUDITS

- 11.1 Sub-Grantee organizations that expend \$500,000 or more in their fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. If the Sub-Grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible. A Sub-Grantee that does not expend \$500,000 in federal awards is exempt from the single audit requirements of OMB Circular A-133 for that year. However, Sub-Grantees shall continue to conduct financial management reviews of its programs, and records shall be available to the Commission or its designee for review and audit.
- 11.1.1 Sub-Grantees must submit an independent audit and financial statements to the Commission nine months after the organization's fiscal year end.
- 11.1.2 Sub-Grantees that are required to, must submit audits required under Office of Management and Budget Circular A-133, to the Commission, nine months after the organization's fiscal year end.
- 11.2 Notwithstanding Sub-Section 11.1 of this Grant Award, the Commission reserves the right to conduct, or cause to be conducted at any time, an independent audit of all funds received under this Grant Award. Such an audit may be performed by a certified public accounting firm, or other auditors as designated by the Commission and shall be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.
- 11.3 The Sub-Grantee agrees and understands that acceptance of funds under this Grant Award acts as acceptance of the Commission, any successor agency, and any state or federal auditors with auditing jurisdiction, to audit or investigate the expenditure of funds under this grant award or subcontract. The Sub-Grantee further agrees to cooperate fully with the Commission, its successor, and any state or federal auditors with auditing jurisdiction, including providing all records and make available for interview all relevant staff as requested. The Sub-Grantee shall ensure that this clause concerning the authority to audit funds received indirectly by any of the Program contractors or Program Sub-Grantees through the Program and the requirement to cooperate is included in any subcontract it awards.

SECTION 12: MONITORING AND EVALUATIONS

- 12.1 To fulfill its fiduciary responsibilities and programmatic obligations, the Commission shall conduct contract oversight activities under this Grant Award.
- 12.1.1 The Commission shall conduct monitoring on a routine basis utilizing the Commission's risk assessments.
- 12.1.2 The Commission shall conduct contract oversight activities from the Commission offices, on site at the Sub-Grantee's offices, virtually using electronic communications, or a combination of these approaches.
- 12.2 When the Commission conducts monitoring of the Sub-Grantee, preliminary results shall be provided to the Sub-Grantee before the evaluation is concluded and the findings are published.
- 12.3 The Sub-Grantee shall implement and maintain sufficient management practices and systems to



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assure compliance with all programmatic and fiscal obligations under this Grant Award. The Sub-Grantee's responsibilities in this regard extend to oversight of its Program Sub-Grantees and their financial and program duties as an agent of the Sub-Grantee under this Grant Award.

- 12.4 The Sub-Grantee shall document its oversight of its Program Sub-Grantees and these records shall be available to the Commission during the term of the grant and for as long thereafter as the Commission's duties to the Corporation require.

SECTION 13: ENFORCEMENT

- 13.1 To assure Sub-Grantee adherence to Corporation and Commission policies, the Commission reserves the right to develop, publish, and apply a graduated schedule of enforcement actions.
- 13.2 The graduated schedule of enforcement actions may include any or all of the following actions to address an issue, concern, or deficiency identified through contract oversight activities:
 - 13.2.1 Verbal and/or written communication of the mitigating steps or actions requested by the Commission;
 - 13.2.2 Development and implementation of a corrective action plan;
 - 13.2.3 Formal notification to the Sub-Grantee's executive staff of the Sub-Grantee's failure to timely and appropriately respond to the Commission's request or directive;
 - 13.2.4 Formal notification to the Sub-Grantee's governance body of the Sub-Grantee's failure to timely and appropriately address the Commission's request or directive;
 - 13.2.5 Withholding or some or all of a Sub-Grantee payment when the Sub-Grantee's non-compliance puts the Commission at risk of a Corporation financial penalty or sanction; and
 - 13.2.6 Suspension and/or Termination of the grant award, in whole or in part.
- 13.3 To promote transparency of program outcomes and responsible expenditure of public funds, the Commission reserves the right to document and describe the activities of the Sub-Grantee in relation to performance standards, contractual deliverables, or enforcement actions, including a report card or similar high-level quantification of Sub-Grantee performance.
- 13.4 The Sub-Grantee may respond to any Commission enforcement action by showing how its failure to respond to the Commission arises out of causes beyond the control and without the default or negligence of the Sub-Grantee. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either of its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- 13.5 The Commission shall provide technical assistance to the Sub-Grantee in correcting the deficiencies noted during monitoring, evaluations, the reimbursement process or the normal course of business. The Commission may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.
- 13.6 The Commission and the Sub-Grantee agree that opportunities for improvements in operational efficiency, financial accountability, member experience, program outcomes, or other relevant qualitative factors shall be systematically pursued and implemented. When an opportunity is identified by the Commission through contract oversight activities, the Commission may request the development of an operational improvement plan. An operational improvement plan requested by the Commission is considered a contractual deliverable and is binding upon the Sub-Grantee at the time it is approved by

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the Commission. While the plan is binding, the timeframe for its implementation is determined by the mutual consent of both parties.

SECTION 14: SUSPENSION AND TERMINATION

- 14.1 This Grant award may be terminated by mutual agreement, in whole or in part, by either party, with 30 calendar day's written notice to the other party. In the event of termination by mutual agreement, the Sub-Grantee shall be entitled to compensation under this Grant Award for allowable expenditures, prior to the date of termination, in accordance with this Grant Award. Regulations related to the Corporation's authority to suspend or terminate this grant are contained in 45 C.F.R. §2540.400. In addition, the Sub-Grantee may suspend or terminate assistance to a Program Sub-Grantee, provided that such action affords the Program Sub-Grantee, at a minimum, the notice and hearing rights described in 45 C.F.R. §2540.400.
 - 14.1.1 If both parties to this Grant agree that the continuation of the Grant Award would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and the portion to be terminated.
 - 14.1.2 Upon termination, the Commission shall compensate the Sub-Grantee for those eligible expenses incurred during the grant award period which are directly attributable to the completed portion of the work covered by this Grant Award, provided that the work has been completed in a manner satisfactory and acceptable to the Commission.
 - 14.1.3 The Sub-Grantee shall not incur new obligations for the terminated portion after the effective date of termination and shall cease to incur costs under this Grant Award upon termination or receipt of written notice to terminate, whichever occurs first.
- 14.2 Regulations related to the Corporation's authority to suspend or terminate this grant are contained in 45 CFR § 2540.400. In addition, the Commission may suspend or terminate assistance to a Sub-Grantee, provided that such action affords the Sub-Grantee, at a minimum, the notice and hearing rights described in 45 CFR §2540.400.
- 14.3 Upon termination of this Grant Award, whether for cause or by mutual agreement, all finished or unfinished documents, records, reports, photographs, etc. prepared by the Sub-Grantee shall, at the option of the Commission, become the property of the Commission.
- 14.4 In the event of any termination, the Sub-Grantee may be requested to transfer title and deliver to the Commission any property or products the Sub-Grantee has acquired or produced in performance of this Grant Award.
- 14.5 In the event federal or state laws or regulations are amended or judicially interpreted to render continued fulfillment of this Grant Award by either party substantially unreasonable or impossible, then the parties shall be discharged from any further obligations under this Grant Award, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of Grant Award close-out.
- 14.6 The Sub-Grantee shall remain liable for all disallowed costs and costs incurred for activities performed under this grant. The Commission may withhold payment to the Sub-Grantee on this Grant Award until such time as the exact amount of damages due to the Commission from the Sub-Grantee is agreed upon or is otherwise determined by the Commission.



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SECTION 15: RETENTION AND ACCESSIBILITY OF RECORDS

- 15.1 The Sub-Grantee shall maintain a record keeping system for all of its activities under this Grant Award, including program records and financial management records which support and document all expenditures of funds made under this Grant Award. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 15.2 The Sub-Grantee's employee and applicant records shall be maintained in a confidential manner, in compliance with the Federal Privacy Act of 1974, as amended.
- 15.3 The Sub-Grantee shall retain all fiscal records and supporting documents for a minimum of three (3) years after submission of Commission final aggregate Federal Financial Report for the Commission's Corporation grant under which the Sub-Grantee is funded, or for any greater retention period specified in the Notice of Grant Award or its attachments. In the event there is an audit in progress or an unresolved audit discrepancy at the end of such retention period, the records shall be retained until the discrepancy is resolved and final action is taken.
- 15.4 The Sub-Grantee shall grant access and the right to examine; copy or mechanically reproduce all reports, books, papers, documents, automated data systems; and other records pertaining to this Grant Award. The Sub-Grantee shall cooperate with any examination conducted pursuant to this section. Such rights of access and examination are granted to, as applicable:
 - 15.4.1 the Corporation for National and Community Service
 - 15.4.2 the Office of the Inspector General,
 - 15.4.3 the Commission,
 - 15.4.4 other state and federal auditing agencies, or
 - 15.4.5 any duly authorized representative of the above named agencies as deemed appropriate by the Commission
- 15.5 The Commission shall make every effort to access records from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.; unless the Commission determines it necessary to access records during other days or hours. Such rights to access shall continue as long as the records are retained by the Sub-Grantee.

SECTION 16: RIGHTS IN DATA

- 16.1 Excluding copyrighted, licensed and public domain software, the Sub-Grantee grants to the Commission and its designated representatives, unlimited rights to any data, databases or data processing programs first developed, produced or delivered under this Grant Award. Such data include recorded information regardless of form or media except computer software.
- 16.2 The Commission may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Commission any data developed under this Grant Award or purchased with funds from this Grant Award.
- 16.3 The Sub-Grantee has the responsibility to obtain from the Program Sub-Grantees all data and rights therein necessary to fulfill the Sub-Grantee's obligations to the Commission under this Grant Award. If a Program Sub-Grantee refuses to accept terms affording the Commission such rights, the Sub-Grantee shall promptly bring such refusal to the attention of the Commission.
- 16.4 Unless otherwise specified, the Sub-Grantee owns and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes and other products



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produced under the Grant. However, the Sub-Grantee may not sell any work that includes an AmeriCorps logo without prior written approval from the Corporation.

16.4.1 The Corporation retains royalty-free, non-exclusive, and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under the Grant and to authorize others to do so. The Corporation may distribute such products through a designated clearinghouse.

16.4.2 To the extent practical, the Sub-Grantee agrees to make products produced under the Grant available at the cost of reproduction to others in the field.

SECTION 17: RIGHTS TO SUPPLIES AND EQUIPMENT PURCHASED WITH GRANT FUNDS

17.1 The Commission shall retain sole right to property (supplies and equipment) purchased solely with funds granted to the Sub-Grantee by the Commission. The Commission shall retain a partial right to supplies and equipment purchased partially with funds granted by the Commission, based on the percentage of Commission funds used in the purchase. No disposition or sale of supplies and equipment purchased all or in part with Grant funds, prior to or after termination of the Grant Award, is allowable without obtaining prior written consent from the Commission. Upon the Commission's consent to any such sale, all funds from such sale (or the appropriate percentage for supplies and equipment purchased partially with Commission funds) of supplies and equipment shall be paid in full to the Commission (less an allowable disposition fee).

SECTION 18: GENERAL FISCAL ADMINISTRATION

18.1 The Sub-Grantee shall maintain separate accounting records with identification of cash receipts and disbursements of funds under this Grant Award.

18.2 Notwithstanding any other provisions of this Grant Award, the parties hereto understand and agree that the Commission's obligations under this Grant Award are contingent upon actual receipt of adequate funds from federal and other sources to meet the Commission's liabilities hereunder.

18.3 The Commission shall not be liable to the Sub-Grantee for any excess or unspent funding obligations, and retains the right to unilaterally de-obligate such obligations.

18.4 The Commission may obligate additional funds under this Grant Award or de-obligate funds previously obligated under this Grant Award at the sole discretion of the Commission.

18.5 In the case of an additional obligation or de-obligation of funds, the Commission shall provide written notification to the Sub-Grantee in the form of either a letter of notification or a grant award amendment.

18.6 The Sub-Grantee understands and agrees that it shall be liable to repay to the Commission any funds determined by either the Commission or the Sub-Grantee to be expended in violation of the terms of this Grant Award subject to the following conditions:

18.6.1 The Sub-Grantee shall be liable for such funds and shall repay such funds even if a Program Sub-Grantee made the improper expenditure.

18.6.2 If the Sub-Grantee determines it has requested any payment from the Commission that is in violation of the terms of this Grant Award, and such payment has been made by the Commission, the Sub-Grantee shall notify the Commission no later than five (5) working days from this determination.

18.6.3 All repayments made by the Sub-Grantee shall be from non-federal funds.



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- 18.6.4 Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.
- 18.7 The Sub-Grantee shall obtain approval from the Commission for deviations from the approved budget as outlined in the Budget Line Adjustment Request policy. Budget changes may require submission of a Budget Line Adjustment Request (BLAR) by the Sub-Grantee. Submission of the BLAR does not guarantee approval.
- 18.8 The Sub-Grantee, unless it is an Institution of Higher Education or State/ Local Government Agency, shall obtain a Fidelity Bond equal to or greater than the grant award amount. If the Sub-Grantee's current coverage is lower than the grant amount, the Sub-Grantee shall amend the coverage to reflect the grant amount. In addition, OneStar Foundation shall be named as a third party loss payee.
- 18.8.1 The Sub-Grantee receiving the Grant Award is the party insured. This insurance shall cover the dishonest acts of all employees, volunteers, officers and directors.
- 18.8.2 Sub-Grantee may obtain the necessary Bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company.
- 18.9 The Sub-Grantee shall keep bond insurance current from the start date of the budget period to six months after the date of final reimbursement.
- 18.10 The Sub-Grantee may request total waiver or reduction of the amount of fidelity bond by submitting a written statement that is determined to be satisfactory to the Commission from an independent certified public accountant that certifies the reduced bond amount as being appropriate and sufficient bond to provide coverage for the total amount of funds administered by Sub-Grantee and also appropriate to the internal controls in place by Sub-Grantee.

SECTION 19: MATCHING REQUIREMENTS

- 19.1 Sub-Grantees shall refer to OMB Circulars A-21, A-87, A-122 and A-102 [and its implementation regulation (45 C.F.R.§2543) or A-110 (45 C.F.R.§2541)], as applicable, for additional requirements related to allowable kinds and sources of match and match documentation requirements.
- 19.2 Exception for Donated Professional Service. Because one purpose of this Grant is to enable and stimulate volunteer community service, the Sub-Grantee may not include the value of direct community service performed by volunteers. However, the Sub-Grantee may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit work, and training of staff and AmeriCorps Members.
- 19.3 Match funds are the funds that Sub-Grantees are required to attain from other sources to provide additional support to this Program. Sub-Grantees shall adhere to all approved budgeted match levels as stated in the Sub-Grantee's approved eGrants application unless prior written approval is granted by the Commission.
- 19.4 Sub-Grantees utilizing match funds from other Federal sources must provide the Commission with written authorization from the other Federal source expressly allowing the use of the funds as match under this Grant.
- 19.5 Sub-Grantee match funds from private sources, including fees for service and program income, are subject to public reporting. Funds from private sources shall be reported in the period they are earned.



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SECTION 20: PROGRAM INCOME

- 20.1 Program income, including fees for service, earned as a direct result of the grant-funded program activities during the award period, must be retained by the Sub-Grantee and used to finance allowable costs under the federal and/or non-federal shares of the grant.
 - 20.1.1 The service activities conducted by the members shall be allowable under this Grant Award.
 - 20.1.2 All income earned as a direct result of the Program's activities during the award period shall be used first to finance the non-federal (Corporation) share (match) of the Program.
 - 20.1.3 Program income in excess of the match needed for this Grant Award shall follow the appropriate requirements of 45 CFR §2541.250, 2 CFR 225, 2 CFR 215, or 2 CFR 220 and there will be a corresponding decrease in total allowable costs under the federal share.
 - 20.1.4 In lieu of utilizing program income to finance the grantee share or reduce the federal share, OneStar may authorize, on a case-by-case basis, a Sub-Grantee to utilize the addition method for program income. Under the addition method, a Sub-Grantee would request approval to add on an activity that would enlarge or enhance its activities under the purposes and conditions of this grant agreement. Sub-grantees must request and gain approval from OneStar prior to utilizing program income in this manner.
 - 20.1.5 Program income shall be accounted for, reported and expended by the Sub-Grantee in the budget period in which it is earned except with prior approval by OneStar.
 - 20.1.6 Sub-Grantees shall disburse program income, and interest earned on such funds before requesting additional cash payments of federal funds.
- 20.2 When using assistance under this Grant, the Sub-Grantee may not enter into a contract for or accept fees for service performed by members when:
 - 20.2.1 The service benefits a for-profit entity;
 - 20.2.2 The service falls within the other prohibited Program activities set forth in these Grant terms and conditions; or
 - 20.2.3 The service violates the non-displacement Provisions of the Act set forth in these Grant terms and conditions.
- 20.3 Sub-Grantees that earn excess income shall specify the amount of the excess in the comment box on the Federal Financial Report (FFR).

SECTION 21: PAYMENT OBLIGATIONS

- 21.1 In consideration of the Sub-Grantee's full and satisfactory performance as specified in the Application for Funding, the Commission shall agree to pay the Sub-Grantee in an amount equal to the actual allowable costs incurred by the Sub-Grantee, not to exceed the amount awarded to the Sub-Grantee by the Commission, in rendering such performance. The Commission utilizes the right to retain one percent (1%) of the Federal share of this Grant Award.
- 21.2 Requests for reimbursement may be submitted to the Commission semi-monthly, monthly, or quarterly. Quarterly submissions shall coincide with the calendar quarters. However, when the Budget Period of this Grant Award begins after the beginning of the calendar quarter or ends before the end of the calendar quarter, the request for reimbursement shall only cover that portion of the calendar quarter encompassed by the Budget Period of the grant.



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- 21.2.1 Requests for reimbursement shall be received by the Commission within 30 days of the end of the period covered by the request.
- 21.2.2 Payments will be made chronologically based on the period covered.
- 21.3 The Sub-Grantee shall submit requests for reimbursement on an accurately completed Commission Periodic Expense Report, prepared on the Sub-Grantee's basis of accounting. The Periodic Expense Report will indicate categorical expenditures for items directly relating to provision for services which have been rendered under this grant award. Though not payable to the Sub-Grantee, the Sub-Grantee shall include under Corporation share Section III on each Periodic Expense Report the appropriate amount for Commission Fixed Amount.
 - 21.3.1 Sub-Grantees are required to submit information pertaining to the expenditures of non-Corporation funds used as match including all fee for services under this grant.
- 21.4 The Commission shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Grant Award, or any other law or regulation applicable to a specific program or service performed under this Grant Award.
- 21.5 The Commission shall not be liable to the Sub-Grantee for costs incurred and/or performances rendered by the Sub-Grantee before the Budget Period Beginning date of this Grant Award, except as allowed by a pre-award cost authorization; or after the Budget Period Ending date, unless terminated pursuant to Section 14 of this Grant Award unless specifically approved in writing by the Commission.
- 21.6 The Commission shall not be liable for any costs incurred by the Sub-Grantee in the performance of this Grant Award which have not been billed to the Commission within forty-five (45) days following the expiration or termination of this Grant Award, unless otherwise stated by the Commission.
- 21.7 The Commission shall make funds available within forty-five (45) days as reimbursements to the Sub-Grantee upon receipt and approval by the Commission of a proper and verified statement of current allowable costs.



Attachment A1

Reporting and Events | Requirements

- A1-A Each Sub-Grantee shall submit Progress and Financial Reports by the required due dates. Sub-Grantees shall adhere to the reporting requirements outlined and communicated by the Commission for the program year.
- A1-A.1 **AmeriCorps Progress Reports (APR)** - The Sub-Grantee shall submit AmeriCorps Progress Reports summarizing program activities during the reporting period specified in Attachment A2. The reports are submitted through the appropriate electronic system.
- A1-A.2 **Federal Financial Reports (FFR)** - The Sub-Grantee shall submit cumulative Federal Financial Reports summarizing expenditures during the reporting period specified in Attachment A2. The reports are submitted through the appropriate electronic system.
- Fixed amount Sub-Grantees are not required to submit the federal financial reports.
- A1-A.3 **Periodic Expense Report (PER)** - The Sub-Grantee shall submit Periodic Expense Reports as specified in Section 21. The reports are submitted through the appropriate system.
- A1-B Requests for extensions may only be granted by the Commission and when:
- A1-B.1 The report cannot be furnished in a timely manner for reasons legitimately beyond the control of the Sub-Grantee, and
- A1-B.2 The Commission receives a request explaining the need for an extension at least 24 hours before the due date of the report.
- A1-C Sub-Grantees are required to review, analyze, and follow up on progress and financial reports they receive from AmeriCorps program Sub-Grantees or operating sites.
- A1-D The Sub-Grantee shall submit such additional periodic, grant award closeout, or ad-hoc reports on the operation and performance of this grant award deemed necessary by the Commission. The Commission's request shall provide a reasonable time of response, in consideration of the nature and availability of the information requested.



Attachment A2

Reporting and Events | Schedule of Dates

A2-A The following events require mandatory participation. Participation shall become part of a Sub-Grantee's Performance Record. Details shall be disseminated as the Commission obtains additional information.

Due Date	Event or Report	Period Report Covers	
		From	To
Fall 2010	AmeriCorps Grantee Meeting (TBD)		
September 22-24, 2010	GNLC		
January 21, 2011	FFR	Start of Budget Period	December 31, 2010
February 23, 2011	APR	Start of Budget Period	January 31, 2010
Spring 2011	AmeriCorps Grantee Meeting (TBD)		
April 20, 2011	FFR	January 1, 2011	March 31, 2011
September 14, 2011	Final APR	Start of Budget Period	July 31, 2011
September 14, 2011	Final FFR	April 1, 2011	July 31, 2011

APR – AmeriCorps Progress Reports

FFR – Federal Financial Reports

GNLC – Governor's Nonprofit Leadership Conference

- A2-B All reports shall be entered into the designated reporting system and received by the Commission by the due date noted unless an extension has been granted as outlined in A1-B.
- A2-C All Reports are due by 5:00 PM CST, on the date stated in A2-A.
- A2-D Mandatory events require full participation. Full participation is defined by:
- A1-D.1 Participants attend all scheduled session in full (plenary and breakout);
 - A1-D.2 Participants are actively engaged in all sessions (plenary and breakout) and activities;
 - A1-D.3 Participants maximize all opportunities for learning, sharing and networking; and
 - A1-D.4 Sub-Grantees shall be responsible for all materials presented. OneStar shall provide sufficient notice to Sub-Grantees regarding the content of any events such that the Sub-Grantee may ensure that the appropriate staff person is in attendance.



Attachment B

AmeriCorps Texas Provisions | Attachment Contents

These AmeriCorps Grant Provisions are binding on the Sub-Grantee. By accepting funds under this Grant, the Sub-Grantee agrees to comply with the AmeriCorps Provisions, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The Sub-Grantee agrees to operate the funded Program in accordance with the approved Application for Funding, supporting documents, and other representations made in support of the approved grant application. In all awards to their Program Sub-Grantees, the Sub-Grantee agrees to include the applicable terms and conditions contained in this award.

For the purposes of these Provisions, AmeriCorps refers to AmeriCorps*State. All applicable Provisions of the grant, including regulations and OMB circulars that are incorporated by reference shall apply to any Sub-Grantee, Program Sub-Grantee, or other organization carrying out activities under this Grant Award.

Other Applicable Statutes and Regulations. The Sub-Grantee shall comply with all other applicable statutes, executive orders, regulations, and policies governing the grant, including, but not limited to, those cited in these Grant Provisions, the Grant Assurances and Certifications, and those cited in 45 CFR Parts 2541 and 2543. Regulations, provisions, and policies can be found on the Corporation web site at <http://www.americorps.gov>.

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Attachment B1

AmeriCorps Texas Provisions | Special Provisions

B1-A AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK.

B1.A.1 Identification as an AmeriCorps Program or Member. The Sub-Grantee shall identify the Program as an AmeriCorps Program and members eligible for an education award as AmeriCorps members.

B1.A.2 The AmeriCorps Name and Logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service.

The Sub-Grantee except for Education Award Programs (EAPs) shall use the AmeriCorps name and logo on service gear and public materials such as stationary, application forms, recruitment brochures, orientation materials, member curriculum, signs, banners, press releases and publications created by AmeriCorps members in accordance with Corporation requirements. The Corporation provides a camera-ready logo. EAPs are strongly encouraged to use the AmeriCorps name and logo on such materials.

To establish the relationship between the Program and AmeriCorps, the Sub-Grantee shall use the phrase "The AmeriCorps National Service Network" or "an AmeriCorps Program" and may use the slogan "Getting Things Done"™ on such materials in accordance with Corporation guidelines and requirements.

The Sub-Grantee may not alter the AmeriCorps logo, and shall obtain the written permission of the Commission and the Corporation before using the AmeriCorps name or logo on materials that will be sold, or permitting donors to use the AmeriCorps name or logo in promotional materials. The Sub-Grantee may not use or display the AmeriCorps name or logo in connection with any activity prohibited in these grant provisions.

B1.A.3 Participation in AmeriCorps Events. The Sub-Grantee agrees, within reasonable limits, to arrange for members to participate in AmeriCorps events and activities sponsored by the Commission and/or the Corporation, such as the National Opening Ceremonies, conferences and national service days.

B1-B MEMBER RECRUITMENT, SELECTION, AND EXIT

Member recruitment, selection and enrollment requirements are in the Corporation's regulations at 45 C.F.R. Part 2522.210. In addition, the Sub-Grantee must ensure that the following procedures are followed:

B1.B.1 Notice to the Corporation's National Service Trust. The Sub-Grantee shall notify the Corporation's National Service Trust within thirty (30) days of a member's selection for, completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits.

The Sub-Grantee also shall notify the Trust when a change in a member's status is approved and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within thirty (30) days may result in sanctions to the Sub-Grantee as outlined in Section 13 of the Terms and Conditions. Sub-Grantees meet notification requirements when they use the appropriate electronic system to inform the Corporation within the approved time frames. Any questions regarding the Trust should be directed to the Trust Office (800) 942-2677.

Penalties for false information: Any individual who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other



Attachment B1

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payment from the National Service Trust may be liable for the recovery of funds and subject to civil and criminal sanctions.

- B1.B.2 Slot Conversions for Fixed Amount Grants:** With the exception on Education Award Only grants, Sub-Grantees with fixed amount grants may not convert members to less-than-full-time slots.
- B1.B.3 Parental Consent.** Parental or legal guardian consent shall be obtained for members under 18 years of age before beginning a term of service. Sub-Grantees may also include an informed consent form of their own design as part of the member contract materials.
- B1.B.4 Reasonable Accommodation.** Programs and activities shall be accessible to persons with disabilities, and the Sub-Grantee shall provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and program staff. All selections and project assignments shall be made without regard to the need to provide reasonable accommodation. See the Policy FAQ entitled Reasonable Accommodation for more information.
- B1.B.5 Time and Attendance (AmeriCorps Members).** The Sub-Grantee is required to ensure that time and attendance recordkeeping is conducted by the individual who supervises the AmeriCorps member. The time and attendance record is used to document member eligibility for in-service and post-service benefits. Time and attendance records shall be signed and dated both by the member and by an individual with oversight responsibility for the member.
- If professional corps programs want to follow the timekeeping practices of their profession and certify members have completed the minimum required hours excluding sick and vacation days, it must get approval from the Commission and the Corporation.
- B1.B.6 Completion of Terms of Service.** The Sub-Grantee shall ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for their education award. Members shall be exited within thirty (30) days of the end of their term of service. Should a program not be renewed, a member who was scheduled to continue in a term of service may either be placed in another program where feasible, or a member may receive a pro-rated education award if the member has completed at least fifteen (15) percent of the service hour requirement.
- B1.B.7 Member Exit.** In order for a member to receive a post-service education award from the National Service Trust, the Sub-Grantee shall certify to the National Service trust that the member satisfactorily and successfully completed the term of service, and is eligible to receive the education benefit. The Sub-Grantee (and any individual or entity acting on behalf of the Sub-Grantee) is responsible for the accuracy of the information certified on the end-of-term certification.
- B1.B.8 Criminal Background Checks.** Sub-Grantees must conduct a National Service Criminal History Check on any member and grant-funded staff to the extent permitted by state and local law. Criminal background checks should be conducted on these members or employees as part of the overall screening process. The National Service Criminal History Check is made up of two parts:
- B.8.a** A National Sex Offender Public Registry check (NSOPR) shall be performed before the start of a member's service or staff employment. The Sub-Grantee must conduct the check using the following web site: <http://www.nsopr.gov>.



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- B.8.b A State Criminal registry check, which involves a search of the Corporation designated Repository agency for state law enforcement records and court records (by name or fingerprint) in Texas and the state in which the member resides at the time of applying, shall be performed prior to member or employee placement with children (usually defined under state or local law as an un emancipated minor under the age of 18) or to individuals considered vulnerable by the Program (i.e. the elderly or individuals who are either physically or mentally disabled).
- B.8.c Criminal Background checks shall be performed in accordance with the Corporation policies on Criminal History checks as stated in the Corporation Policies and Policy FAQs.

The Sub-Grantee shall ensure, to the extent permitted by state or local law, that it maintains background check documentation for members and employees covered by this provision in the member or employee's file or other appropriate file. The documentation shall demonstrate that, in selecting or placing an individual, the Sub-Grantee or the Sub-Grantee's designee (such as a site sponsor) reviewed and considered the background check results.

B1-C SUPERVISION AND SUPPORT

- B1.C.1 **Planning for the Term of Service.** The Sub-Grantee shall develop member position descriptions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The Sub-Grantee shall ensure that each member has sufficient opportunity to complete the required number of hours to qualify for a post-service education award. In planning for the member's term of service, the Sub-Grantee shall account for holidays and other time off, and shall provide each member with sufficient opportunity to make up missed hours.
- B1.C.2 **Member Contracts.** The Sub-Grantee shall require that each member signs a contract that, at a minimum, includes or refers to the following:
 - C.8.a Member position description
 - C.8.b The minimum number of service hours (as authorized by statute) and other requirements (as developed by the Sub-Grantee) necessary to successfully complete the term of service and to be eligible for the education award;
 - C.8.c The amount of the education award the individual may receive upon successful completion of the term of service;
 - C.8.d Standards of conduct, as developed by the Sub-Grantee;
 - C.8.e Prohibited activities, including those specified in the regulations;
 - C.8.f Requirements under the Drug-Free Workplace Act (41 U.S.C. 701 *et seq.*);
 - C.8.g Suspension and termination rules;
 - C.8.h The specific circumstances under which a member may be released for cause;
 - C.8.i Grievance procedures; and
 - C.8.j Other requirements as established by the Sub-Grantee.



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The Sub-Grantee shall ensure that the contract is signed before commencement of service so that members are fully aware of their rights and responsibilities.

B1.C.3 Supervision. The Sub-Grantee shall provide members with adequate supervision by qualified supervisors in accordance with the approved application. The Sub-Grantee shall conduct an orientation for members and comply with any pre-service orientation or training required by the Corporation.

B1.C.4 Performance Reviews. The Sub-Grantee shall conduct and keep a record of at least a midterm and end-of-term written evaluation of each member's performance for Full and Half-Time members and an end-of-term written evaluation for less than Half-time members. The end-of-term evaluation should focus on such factors as:

C.8.a Whether the member has completed the required number of hours;

C.8.b Whether the member has satisfactorily completed assignments; and

C.8.c Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.

B1.C.5 Member Death or Injury. The Sub-Grantee shall report any deaths or serious injuries to the Commission via the Sub-Grantee's assigned OneStar contact immediately.

B1-D RELEASE FROM PARTICIPATION

Sub-Grantees may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 C.F.R. §2522.230 for requirements. In addition to the regulations, the following applies:

No Automatic Disqualification if Released for Cause. A release for cause covers all circumstances in which a member does not successfully complete his/her term of service for reasons other than compelling personal circumstances. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause for a first term for personal reasons – e.g. he/she has decided to take a job offer– but who, otherwise, was performing well up until the time he/she decided to leave, would not be disqualified for a subsequent term as long as he/she received a satisfactory performance evaluation for the period he/she served.

B1-E LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS AND TAXES

B1.E.1 Living Allowance Distribution. A living allowance is not a wage. Sub-Grantees shall not pay a living allowance on an hourly basis. Sub-Grantees should pay the living allowance in regular increments, such as weekly or bi-weekly, paying an increased increment only on the basis of increased living expenses such as food, housing, or transportation. Payments should not fluctuate based on the number of hours served in a particular time period, and shall cease when a member concludes a term of service.

If a member serves all required hours and is permitted to conclude his or her term of service before the originally agreed upon end of term, the Sub-Grantee may not provide a lump sum payment to the member. Similarly, if a member is selected after the program's start date, the Sub-Grantee shall provide regular living allowance payments from the member's start date and may not increase the member's living allowance incremental payment or provide a lump sum to make up any missed payments.



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AmeriCorps EAPs may provide a living allowance or other in-service benefits to their members, but are not required to do so. Full-cost and other fixed amount grantees must provide the living allowance.

B1.E.2 Waiving the Living Allowance. If a living allowance is paid, a member may waive all or part of the payment of a living allowance if he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance, it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and may begin receiving the living allowance prospective to the revocation date; the member may not receive any portion of the living allowance accrued during the waiver period.

B1.E.3 Taxes and Insurance. Requirements related to member living allowances and benefits are in 45 CFR §§2522.240 and 2522.250. In addition, Sub-Grantees shall ensure that the following procedures are followed:

E.3.a Liability Insurance - The Sub-Grantee is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.

E.3.b FICA (Social Security and Medicare taxes) - Unless the Sub-Grantee obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the Sub-Grantee shall pay FICA for any member receiving a living allowance. The Sub-Grantee also shall withhold 7.65% from the member's living allowance.

E.3.c Income Taxes - The Sub-Grantee shall withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The Sub-Grantee shall comply with any applicable state or local tax requirements.

E.3.d Worker's Compensation - Some states require worker's compensation for AmeriCorps members. Sub-Grantees shall check with State Departments of Labor or state commissions to determine worker's compensation requirements. If worker's compensation is not required, Sub-Grantees shall obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in-service injury or incidents.

B1.E.4 Healthcare Coverage. Except for EAPs, Professional Corps, or members covered under a collective bargaining agreement, the Sub-Grantee shall provide, or make available, healthcare insurance to those members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time each begins his/her term of service. The Sub-Grantee shall also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. The Corporation will not cover healthcare costs for family members.

Programs may provide health insurance to less-than-full-time members serving in a full-time capacity, but they are not required to do so. For purposes of this provision, a member is serving in a full-time capacity when his/her regular term of service will involve performing service on a normal full-time schedule for a period of six weeks or more. A member may be serving in a full-time capacity without regard to whether his/her agreed term of service will result in a full-time Segal AmeriCorps education Award.



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Minimum Benefits - When required to provide healthcare insurance coverage, the Sub-Grantee may obtain healthcare from any provider as long as the coverage provided by the Sub-Grantee provides the following minimum benefits:

- E.4.a Physician services for illness or injury;
- E.4.b Hospital room and board;
- E.4.c Emergency room;
- E.4.d X-ray and laboratory;
- E.4.e Prescription drugs;
- E.4.f Limited mental/nervous disorders;
- E.4.g Limited substance abuse coverage;
- E.4.h An annual deductible of no more than \$250 charges per member;
- E.4.i No more than \$1,000 total annual out-of-pocket per member;
- E.4.j A 20% co-pay or a comparable fixed fee with the exception of a 50% co-pay for mental and substance abuse care; and
- E.4.k A maximum benefit of at least \$50,000 per occurrence or cause.

B1.E.5 Administration of Child Care Payments. In general, the Corporation will provide for childcare payments, which will be administered through the National Association of Child Care Resource and Referral Agencies (NACCRRA), hereafter referred to as AmeriCorps@CARE. Requirements and eligibility criteria are in the AmeriCorps regulation 45 CFR §2522.250. Sub-Grantees that choose to provide childcare as a match source (as approved in their budget) may use AmeriCorps@CARE for technical assistance. Sub-Grantees can contact AmeriCorps@CARE at (800) 570-4543 with questions regarding childcare. Members are considered to be full-time participants for purposes of eligibility for childcare payments on the same basis as eligibility for healthcare coverage. Members who are excluded from healthcare coverage solely on the basis of serving in a Professional Corps, or because they are covered under a collective bargaining agreement are not excluded from receiving childcare benefits on that basis. Members serving in EAPs are not eligible for the childcare benefit. The Corporation will not cover childcare costs for family members or for members who have not served on a full-time, or who have ceased serving on a full-time basis. Programs may provide child care to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Also see the Policy FAQs for more detailed information on administering childcare and healthcare.

B1.E.6 Notice to Childcare and Healthcare Providers. The Sub-Grantee shall notify the Corporation's designated agents immediately in writing when a member's status changes, such that it would affect eligibility for childcare or healthcare. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis; terminating or releasing a member from service; and suspending a member for cause for a lengthy or indefinite time period. Program directors should contact AmeriCorps@CARE at NACCRRA at (800) 570-4543 on childcare related changes, and their health insurance provider about health insurance related changes.

B1-F MEMBER RECORDS AND CONFIDENTIALITY

B1.F.1 Recordkeeping. The Sub-Grantee shall ensure that records are maintained sufficient to establish that each member was eligible to participate and that the member successfully completed all requirements. A program may store member files electronically if the program can ensure that the validity and integrity of the record is not compromised. The Corporation will recognize electronically stored files where:



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The electronic storage procedures and system provide for the safe-keeping and security of the records, including:

- F.1.a Sufficient prevention of unauthorized alterations or erasures of records;
- F.1.b Effective security measures to ensure that only authorized persons have access to records;
- F.1.c Adequate measures designed to prevent physical damage to records; and
- F.1.d A system providing for back-up and recovery of records; and

The electronic storage procedures and system provide for the easy retrieval of records in a timely fashion, including:

- F.1.e Storage of the records in a physically accessible location;
- F.1.f Clear and accurate labeling of all records; and
- F.1.g Storage of the records in a usable, readable format.

Where there is a requirement for a signature on record, electronically stored records shall include an image of the original signature; records without signatures, when required, are considered incomplete.

B1.F.2 Verification. The Sub-Grantee shall obtain and maintain documentation as required by 45 CFR §2522.200(c). The Corporation does not require programs to make and retain copies of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the Sub-Grantee has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review.

To verify whether the member meets the requirements relating to high-school education, the Sub-Grantee shall obtain from the member, and maintain in the member's file, a written declaration under penalty of law that the member meets the requirements of these provisions relating to high school education as required by 45 CFR §2522.200(b). If the member has been determined to be incapable of obtaining a high school diploma or its equivalent, the grantee shall retain a copy of the supporting independent evaluation.

B1.F.3 Confidential Member Information. The Sub-Grantee shall maintain the confidentiality of information regarding individual members. The Sub-Grantee shall obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional, or other purposes. Sub-Grantees may release aggregate and other non-identifying information, and are required to release member information to the Corporation and its designated contractors. The Sub-Grantee shall permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this grant.



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B2-A RESPONSIBILITIES UNDER GRANT ADMINISTRATION

- B2.A.1 Accountability of Sub-Grantee.** The Sub-Grantee has full responsibility for managing all aspects of the grant and grant-supported activities, subject to the oversight of the Commission and/or the Corporation. The Sub-Grantee is accountable to the Commission and the Corporation for its operation of the AmeriCorps Program and the use of Corporation grant funds. The Sub-Grantee shall expend grant funds in a judicious and reasonable manner, and it shall record accurately the service activities and outcomes achieved under the grant. Although Sub-Grantees are encouraged to seek the advice and opinion of the Commission on special problems that may arise, such advice does not diminish the Sub-Grantee's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to the Commission.
- B2.A.2 Notice to Commission.** The Sub-Grantee will notify the appropriate Commission staff member immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the grant, or any suspected misconduct or malfeasance related to the grant or Sub-Grantee. The Sub-Grantee will inform the Commission about the corrective action taken or contemplated by the Sub-Grantee and any assistance needed to resolve the situation.

B2-B FINANCIAL MANAGEMENT STANDARDS

- B2.B.1 General.** The Sub-Grantee shall maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail and written cost allocation procedures, as necessary. Financial management systems shall be capable of distinguishing expenditures attributable to this grant from expenditures not attributable to this grant. The systems shall be able to identify costs by programmatic year and by budget category and to differentiate between direct and indirect costs or administrative costs. For further details about the Sub-Grantee's financial management responsibilities, refer to OMB Circular A-102 and its implementing regulations (45 C.F.R. §2543) or A-110 (2 CFR part 215) and its implementing regulations (45 C.F.R. §2541), as applicable.
- B2.B.2 Consistency of Treatment.** To be allowable under an award, costs shall be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization. Furthermore, the costs shall be accorded consistent treatment in both federally financed and other activities, as well as between activities, supported by different sources of federal funds.
- B2.B.3 Audits.** The Sub-Grantee shall adhere to the Audit requirements as stated in Section 11 of these terms and conditions.
- B2.B.4 Consultant Services** - Payments for consultant services under this grant shall not exceed \$617.00 per day (exclusive of any indirect expenses, travel, supplies and so on) unless procured consistent with 45 CFR Part 2543.44.

B2-C THE OFFICE OF INSPECTOR GENERAL

The Corporation's Office of Inspector General (OIG) conducts and supervises independent and objective audits, evaluations, and investigations of Corporation programs and operations. Based on the results of these



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audits, reviews, and investigations, the OIG recommends policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in the Corporation's programs and operations.

The OIG conducts and supervises audits of Corporation grantees, as well as legislatively mandated audits and reviews. The legislatively mandated audits include the annual financial statement audit, and fulfilling the requirements of the Government Information Security Reform Act and its successor, the Federal Information Security Management Act. A risk-based approach, along with input received from Corporation management, is used to select grantees and grants for audit. The OIG hires audit firms to conduct some of its audits. The OIG audit staff is available to discuss its audit function, and can be reached at (202) 606-9390.

The OIG is available to offer assistance to AmeriCorps Sub-Grantees that become aware of suspected criminal activity in connection with the AmeriCorps program. Sub-Grantees should immediately contact OIG when they first suspect that a criminal violation has occurred. The OIG investigative staff is available to provide guidance and ensure that the appropriate law enforcement agency is notified, if required. The OIG may be reached by email at hotline@cncsig.gov or by telephone at (800) 452-8210.

B2-D SAFETY

The Sub-Grantee shall institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.

B2-E NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

B2.E.1 Public Notice of Non-discrimination. The Sub-Grantee shall notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements of the applicable statutes. The notice shall summarize the requirements, note the availability of compliance information from the Commission and the Corporation, and briefly explain procedures for filing discrimination complaints with the Corporation.

Sample language is:

It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and e-mail address of the Sub-Grantee) or
Office of Civil Right and Inclusiveness
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-7503 (voice); (202) 565-2799 (TTY)*



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(202) 565-3465 (FAX); eo@cns.gov (e-mail)

The Sub-Grantee shall include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member contracts, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The Sub-Grantee shall also notify the public in recruitment material and application forms that it operates its program or activity subject to the non-discrimination requirements. Sample language, in bold print, is "This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion." Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Sub-Grantee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

B2.E.2 Records and Compliance Information. The Sub-Grantee shall keep records and make available to the Commission and/or the Corporation timely, complete and accurate compliance information to allow the Commission and/or the Corporation to determine if the Sub-Grantee is complying with the civil rights statutes and implementing regulations. Where a Sub-Grantee extends federal financial assistance to program Sub-Grantees, the program Sub-Grantees shall make available compliance information to the Sub-Grantee so it can carry out its civil rights obligations.

B2.E.3 Obligation to Cooperate - The Sub-Grantee shall cooperate with the Commission and/or the Corporation so that the Commission and/or the Corporation can ensure compliance with the civil rights statutes and implementing regulations. The Sub-Grantee shall permit access by the Commission and/or the Corporation during normal business hours to its books, records, accounts, staff, members, facilities, and other sources of information as may be needed to determine compliance.

B2-F GRANT PRODUCTS

B2.F.1 Sharing Grant Products. To the extent practical, the Sub-Grantee agrees to make products produced under the grant available at the cost of reproduction to others in the field.

B2.F.2 Acknowledgment of Support - Publications created by members or grant-funded staff shall be consistent with the purposes of the grant. The AmeriCorps logo may be included on such documents. The Sub-Grantee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this grant.

"This material is based upon work supported by the Corporation for National and Community Service under AmeriCorps Grant No. _____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, the OneStar Foundation, the Corporation or the AmeriCorps Program."

B2-G FIXED AMOUNT AWARDS

Fixed amount grants are not subject to the Federal Cost Principles. For Education Award Only programs, the fixed federal assistance amount of the grant is based on the approved and awarded number of full-time equivalent members (MSYs) specified in the award. For full-cost and Professional Corps fixed amount grants



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the fixed federal assistance amount of the grant is based on the approved and awarded numbers of full-time members and their completion of their terms of service.

For Education Award programs, the final award amount that the Sub-Grantee may retain is dependent upon the Sub-Grantee's notifying the Corporation's National Service Trust of the members that it has selected (subject to the number of members allotted to the grantee as specified in the award). All such members must carry out activities to achieve the specific project objectives as approved by the Corporation. At closeout, the Corporation will calculate the final amount of the grant based on Trust documentation. The Corporation will recover any amounts drawn down by the grantee in excess of the final grant amount allowed based on member selection documentation in the Trust.

For all other fixed amount grants, the Sub-Grantee may request reimbursement for funds based on the number of members who complete a full term of service or if the member leaves before completing service, a pro-rated amount based on hours served. Full-cost and Professional Corps programs may draw up to 20% of the funds within the first months to cover start-up costs (recruitment and application, training, criminal history checks, etc.). Funds drawn after that should be based on the number of members on board at the time and the percentage of hours completed. Annually and at close-out, the Corporation will calculate the final amount of the grant for the year or entire project period (at close-out) based on an allowance of 20% for start-up costs + number of education awards earned + percentages of remaining terms served.

B2-H TRAFFICKING IN PERSONS

This grant is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104),

B2.H.1 Provisions applicable to a recipient that is a private entity.

H.1.a You as the Sub-Grantee and your employees may not:

- 1.a.i Engage in severe forms of trafficking in persons during the period of time that the grant is in effect;
- 1.a.ii Procure a commercial sex act during the period of time that the grant is in effect; or
- 1.a.iii Use forced labor in the performance of the grant.

H.1.b The Federal awarding agency may unilaterally terminate this grant, without penalty, if it,

- 1.b.i Is determined you have violated a prohibition in Paragraph B2.H.1 of this grant term; or
- 1.b.ii Has an employee who is determined by the agency official authorized to terminate the grant to have violated a prohibition in paragraph B2.H.1 of this grant term through conduct that is either:
 - 1. Associated with performance under this grant; or
 - 2. Imputed to you using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 2200.



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B2.H.2 Provisions applicable to a Sub-Grantee other than a private entity. The Federal awarding agency may unilaterally terminate this grant, without penalty, if it-

- H.2.a Is determined to have violated an applicable prohibition of paragraph B2.H.1 of this grant term; or
- H.2.b Has an employee who is determined by the agency official authorized to terminate the grant to have violated an applicable prohibition in paragraph B2.H.1 of this grant term through conduct that is –
 - 2.b.i Associated with performance under this grant; or
 - 2.b.ii Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 2200.

B2.H.3 Provisions applicable to any Sub-Grantee.

- H.3.a You shall inform the Commission and/or the Corporation immediately of any information you receive from any source alleging a violation of a prohibition in paragraph B2.H.1 of this grant term.
- H.3.b The Federal agency's right to terminate unilaterally that is described in paragraph B2.H.1.a or B2.H.2 of this section:
 - 3.b.i Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 3.b.ii Is in addition to all other remedies for noncompliance that are available to us under this grant.
- H.3.c You shall include the requirement of paragraph B2.H.1 of this grant term in any sub-grant you make to a private entity.

B2.H.4 Definitions. For purposes of this grant term:

- H.4.a "Employee" means either:
 - 4.a.i An individual employed by you or a Sub-Grantee who is engaged in the performance of the project or program under this grant; or
 - 4.a.ii Another person engaged in the performance of the project or program under this grant and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- H.4.b "Forced labor" means labor obtained by any of the following methods; the recruitment, harboring, transportation, provisions, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- H.4.c "Private entity":
 - 4.c.i Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.



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4.c.ii Includes:

1. A non-profit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
2. A for-profit organization.

H.4.d "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



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Corporation for
**NATIONAL &
COMMUNITY
SERVICE**



Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, sexual orientation, religion, age, disability, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), ocri@cnsc.gov, or through www.nationalcivildiscrimination.gov.

02/19/2010

Date

Patrick Corvington, Chief Executive Officer

Senior Corps * AmeriCorps * Learn and Serve America

1201 New York Avenue, NW * Washington, DC 20525 * 202-606-5000 * www.nationalcivildiscrimination.gov

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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:	Juvenile Probation
Contact Person/Title:	Alan Miller, Financial Analyst
Phone Number:	854-45628

Grant Title:	State Case Registry and Local Customer Service Contract		
Grant Period:	From:	09/01/2010	To: 08/31/2012
Grantor:	Office of the Attorney General		
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	County Match	In-Kind	TOTAL
Personnel:	\$78,100		0	0		\$78,100
Operating:	\$0		0	0		\$0
Capital Equipment:	\$0		0	0		\$0
Indirect Costs:	0	0	0	0		0
Total:	\$78,100		\$0	0	\$0	\$78,100
FTEs:	.5			0		.5

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
Applicable Depart. Measures		12/31/10	3/31/11	6/31/11	9/30/11	
New Accounts	800					1,000
Updates and Modifications	1,200					1,200
Measures For Grant						
N/A						

PBO Recommendation:

Juvenile Probation is requesting approval of the Biennial contract with the Office of the Attorney General to continue the State Case Registry/Local Customer Service Contract in the Domestic Relations Office. The grant provides resources to reimburse the County for expenses to meet the Federal State Case Registry requirements, the federal redirection of cases with changed case status and provide local customer service.

PBO recommends approval in order to continue the program.

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?

Federal law requires that each County enter new and modified court order information into the State Case Registry maintained by the Office of the Attorney General (OAG). This information is also used by the State Disbursement Unit (SDU) to process all child support payments with an original order date after 1/1/94. In Travis County the Domestic Relations Office fulfills this federal mandate. In addition, the OAG pays the Domestic Relations office to provide local customer on any account that has payments going through the SDU and pays for any account that is redirected to the SDU because of a change in case status.

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

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

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

No match requirements.

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

There is no provision in this grant for indirect costs.

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

The grant is not likely to discontinue. Were the unlikely to occur, the function would be the responsibility of the Office of the Attorney General.

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

N/A. This is not a new program.

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

This grant has been in operation by the County for several years and has no additional impact on the departmental operations.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ESTELA P. MEDINA
Chief Juvenile Probation Officer

10 JUL 28 PM 3:25
TRAVIS COUNTY
PLANNING & DEVELOPMENT

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

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM:

Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

SUBJECT: Renewal of contract between the Office of the Attorney General and Travis County for State Case Registry and Local Customer Service through the Domestic Relations Office

DATE: July 28, 2010

Travis County Juvenile Probation Department is respectfully requesting that the attached contract renewing the existing State Case Registry and Local Customer Service Contract be placed before Commissioners Court for review and approval. Through this contract, the Domestic Relations Office is reimbursed by the Office of the Attorney General (OAG) to meet the Federal State Case Registry requirements, federal redirection of cases with changed cases status and to provide local customer service.

This contract will renew the contract with the Office of the Attorney General for the period September 1, 2010 through August 31, 2012.

CC: Scot Doyal
Etta Jarmon
Jim Connolly
Dede Bell
Sylvia Mendoza





ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

June 28, 2010

Mr. Scot Doyal
Travis County Director, Domestic Relations
P.O. Box 1495
Austin, TX 78767-1495

RE: Two Originals of FY11/12 State Case Registry and Local Customer Service Contract

Dear Mr Doyal:

Attached are two originals of the renewal for the FY11/12 State Case Registry/Local Customer Service (SCR/LCS) Contract. Please have both originals signed where indicated.

Also attached is the Incident Response Plan, Attachment G, which is designed to provide a general reference to both OAG and county staff when a security incident may threaten the confidentiality of OAG data. We included the Incident Response Plan (printed on green paper) from your current SCR/LCS Contract for your convenience. You will need to submit a new Incident Response Plan even if no changes occurred since the previous contract. Pursuant to contract requirement 6.4.1.1, please complete the Incident Response Plan and return it along with both signed originals to the following:

Office of the Attorney General
Child Support Division
P. O. Box 12017
Mail Code 062, Attn: Kristi Morgan
Austin, Texas 78711-2017

Upon receipt of the two signed originals and the completed Incident Response Plan, the documents will be routed to Alicia G. Key, Deputy Attorney General for Child Support, for signature. After the documents have been signed by all parties, one original will be returned to you for your records. Please be advised, the contract cannot be executed before both signed originals and a current Incident Response Plan have been returned.

If you have questions regarding the execution of this contract, please contact Robert Canales at (512) 460-6283.

Sincerely,

Allen Broussard
Manager, Government Contracts

**Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Travis County, Texas**

CONTRACT NO. 11-C0068

1. INTRODUCTION & PURPOSE

- 1.1. This document encompasses furnishing Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries ("State Case Registry") and local handling of inquiries on (including any necessary research) and receiving information about Child Support Cases where child support payments are remitted to the Texas State Disbursement Unit (TXSDU) ("Local Customer Service"). A County may contract to provide State Case Registry services only. However a county contracting to provide Local Customer Service must also contract to provide State Case Registry.
- 1.2. Travis ("County") is contracting with the Office of the Attorney General ("OAG") to furnish Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries and handle inquiries on (including any necessary research) and receive information about Child Support Cases where child support payments are remitted to the TXSDU.
- 1.3. This Contract and its attachments (all of which are made a part hereof and expressly included herein) is entered into under the authority of Texas Family Code Section 231.002.
- 1.4. The term "OAG Systems" when used in this Contract encompasses the OAG Child Support Case Management System (commonly referred to as TXCSES and TXCSES Web) and any applicable automated systems used by the OAG's Vendor for the TXSDU including all of their subsystems, functions, processes, and security requirements.
- 1.5. Unless specified otherwise in this Contract, all procedures required to be followed by the County will be made available to the County on the OAG child support portal at <http://portal.cs.oag.state.tx.us>.

2. CONTRACT PERIOD

- 2.1. This Contract shall commence on September 1, 2010 and shall terminate on August 31, 2012, unless terminated earlier by provisions of this Contract.

3. REQUIREMENTS OF THE OAG AND THE COUNTY

3.1. State Case Registry Activities

- 3.1.1. County shall provide to OAG new and modified child support court orders entered after the effective date of the Contract for Registry Only child support court order information relating to Suits Affecting the Parent-Child Relationship.
 - 3.1.1.1. County shall use the original court ordered documents to obtain the relevant information for entry to the OAG Systems or may use the "Record of Support" published in the Texas Family Law Manual, or a similar form completed by the District Clerk or Local Registry's office that summarizes the relevant court ordered child support information.

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- 3.1.1.2. County must provide, if available, the following data elements:
 - 3.1.1.2.1. participant type (dependent, custodial parent, non-custodial parent)
 - 3.1.1.2.2. family violence indicator, if applicable
 - 3.1.1.2.3. name of each participant (last and first)
 - 3.1.1.2.4. sex code for each participant
 - 3.1.1.2.5. social security number for each custodial parent and non-custodial parent and/or date of birth for each participant
 - 3.1.1.2.6. cause number
 - 3.1.1.2.7. cause county code
 - 3.1.1.2.8. start date of cause
 - 3.1.1.2.9. order modification date
 - 3.1.1.2.10. address lines 1, 2, and 3, City, State, Zip (custodial parent only).
- 3.1.1.3. County shall provide data elements and/or information updates to the OAG Systems for Registry Only child support court orders signed on or after October 1, 1998.
- 3.1.1.4. County shall enter updates on OAG Systems for new case and /or member information provided by the custodial parent, non-custodial parent, employer, court or attorney of record to the County. This includes but is not limited to address information, changes in custody, court order terminations of all types, child emancipation, multiple payees or payors, case closure and order transfers.
- 3.1.1.5. County shall endeavor to provide all available new case information necessary to process child support payments received by the State Disbursement Unit within five (5) business days of the "date received time stamp" indicating that the order was received by the District Clerk or Local Registry's office. While this Timeliness Performance Standard is established as a goal for counties rather than a requirement, the OAG intends to monitor and report County performance toward meeting the Standard.
- 3.1.1.6. The provisions of 3.1.1.5 notwithstanding, County shall provide essential new case information necessary to process child support payments received by the State Disbursement Unit within five (5) business days of notification by the Texas TXSDU that a payment was received.
- 3.1.1.7. County shall provide updated information on existing orders within three (3) working days of receipt.
- 3.1.1.8. County shall provide new and updated case information by data entry directly onto OAG Systems, unless agreed to otherwise in writing by the OAG Contract Manager.
- 3.1.1.9. County shall ensure that payments on cases that have been redirected from the County registry to the TXSDU are paid to the TXSDU and that disbursements on such cases are no longer made by the County. The District Clerk or the Domestic Relations Office (as applicable) shall send all erroneously received child support payments to the TXSDU within one day of receipt.
- 3.1.1.10. County agrees that all court orders must direct child support payments to the (TXSDU) in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations. Where the County identifies a pattern of court orders from a

particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations, the County will notify the OAG of same.

- 3.1.1.11. County shall work with the TXSDU to perform the required due diligence to place child support payments into the hands of custodial parents.

3.2. LOCAL CUSTOMER SERVICE

3.2.1. County Customer Service Unit Resources and Services

- 3.2.1.1. The term "Child Support Cases" when used in this Section and its Subsections means: Registry Only cases (a Registry Only case is a case where the payment is remitted to the State Disbursement Unit by an employer pursuant to an original order signed on or after January 1, 1994) and all IV-D cases (also known as "Full Service Cases").

- 3.2.1.2. County shall provide the resources necessary to accomplish the following allowable categories of customer service activity on Child Support Cases in accordance with the requirements of the Confidentiality and Security Section below: Payment Inquiry, Payment Research, Employer Payment Related Calls, OAG Payment Related Calls, Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent).

- 3.2.1.2.1. These activities include but are not limited to:

- 3.2.1.2.1.1. Researching payments on Child Support Cases that should have been but were not received by the OAG.

- 3.2.1.2.1.2. Researching disbursements on Child Support Cases that should have been but were not received by the custodial parent.

- 3.2.1.2.1.3. Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, a person authorized by the custodial or non-custodial parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.

- 3.2.1.2.1.4. Providing a certified copy of the court order timely to the OAG upon request.

- 3.2.1.2.2. The County Customer Service unit shall take inquiries and receive information by, but not limited to, e-mail, letters, phone calls, facsimiles and walk-ins.

- 3.2.2. Resources as used in this Customer Service Unit Resources and Services section include, but are not limited to, personnel, office space, equipment, phones and phone lines.

3.2.3. Customer Service Unit Documentation

- 3.2.3.1. County shall follow OAG procedures relating to data integrity, set forth in Attachment D, when accepting changes to case information *i.e.*, procedures to properly identify the caller.

- 3.2.3.2. County shall perform the Customer Service Unit services using the following guidelines:

- 3.2.3.2.1. Respond to written inquiries within five (5) County work days,

- 3.2.3.2.2. take action on information received within three (3) County work days,

- 3.2.3.2.3. document case record of action or information received at time of receipt,

- 3.2.3.2.4. follow up to a telephone inquiry within three (3) County work days,
 - 3.2.3.2.5. return phone calls within three (3) County work days,
 - 3.2.3.2.6. see a customer the same day or schedule appointment within three (3) County work days of request.
 - 3.2.3.3. County shall use OAG processes and procedures for forwarding misdirected inquiries between the County, and the OAG and the OAG's designated agent where necessary by providing the toll free number to the OAG's Call Center (800-252-8014).
 - 3.2.3.4. The electronic files associated with customer service activity that the County may receive and process are:
 - 3.2.3.4.1. Full Service and Registry Only Collections, technical document name: Interface Control Document 012 (ICD012).
 - 3.2.3.4.2. Registry Only Disbursement Data, technical document name: Interface Control Document 013 (ICD013).
 - 3.2.3.4.3. Full Service and Registry Only Collection Adjustments, technical document name Interface Control Document 015 (ICD015).
 - 3.2.3.4.4. Registry Only Case Data from Local Registries, technical document name: Interface Control document 050 (ICD050).
 - 3.2.4. The electronic file associated with customer service activity that the County may transmit is:
 - 3.2.4.1. OAG Systems and Local Registries Customer Service Activities, technical document name: Interface Control Document 035 (ICD035).
 - 3.2.5. In the event of a failed transmission, or if an unprocessable electronic file is produced, County shall correct the problem and retransmit within one (1) working day of notification by the OAG.
 - 3.2.6. County shall record on its automated system all financial data available from the OAG required to support the accurate dissemination of payment record information contemplated by this Contract or the County shall access, as needed, an OAG/TXCSES payment history record, as available, from the OAG TXCSES Web application.
- 3.3. ACCESSING OAG SYSTEMS
- 3.3.1. County Responsibilities
 - 3.3.1.1. Work with the OAG or its designated agent to acquire, when needed, (at no cost to the County) from the OAG or its designated agent one personal computer, including the necessary software, to access the OAG Systems. County will work with the OAG or its designated agent to obtain the database access required. County is responsible for connecting the hardware to its own County network and for the cost associated therewith.
 - 3.3.1.2. County must make necessary programming changes to its own automated child support system to accomplish the local customer service activities in this Contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the OAG or its designated agent.
 - 3.3.1.3. Should the County desire to retain their legacy case management system, whether in-house or vendor based, the County is required to maintain strict data synchronization with the OAG Systems. To accomplish this, the County must demonstrate sufficient resources and

ability to receive and process into the County legacy system daily data updates from the OAG in ICD050 format.

- 3.3.1.4. County will be authorized to implement the data synchronization process upon completion of demonstrated ability and a documented system test.
- 3.3.1.5. Whether the County retains their legacy case management system or if data synchronization with the OAG Systems is not feasible the County shall enter all case/member information directly onto the designated OAG System unless agreed to otherwise in writing by the OAG Contract Manager.
- 3.3.1.6. The ICD050 computer file specifications and format will be made available to the County on the OAG child support portal. If these specifications change during the term of the Contract, the changes will be made available on the OAG child support portal and an e-mail notice of such availability will be sent to the County liaison. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for OAG Systems processing, within a reasonable time frame.
- 3.3.1.7. To the extent necessary to fulfill its obligations under this Contract, County shall maintain, at no cost to the OAG, County hardware and software compatibility with the OAG Computer Systems and OAG file format needs, to include OAG software and OAG computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG Computer Systems upgrades.
- 3.3.1.8. County is responsible for all the necessary phone lines. For those counties that do not have internet access the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

3.4. OAG Responsibilities

- 3.4.1. OAG will work with the County to make sure the County has one personal computer, including the necessary software, to access the OAG Systems. For those counties that do not have internet access, the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

4. REIMBURSEMENT

- 4.1. OAG shall monitor County OAG Systems State Case Registry and, if applicable, Local Customer Service activities (direct data entry or electronic file) and summarize for monthly reimbursement amounts.
- 4.2. OAG shall forward a Summary and Reimbursement Voucher for any particular month's activities to the County for review and approval by the 25th day of the following month.
- 4.3. If the County approves the Summary and Reimbursement Voucher, the County signs the voucher and returns it to OAG for payment within ten (10) County work days. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

4.3.1. County shall submit the invoice to:

Contract Manager, State Case Registry and Local Customer Service
Mail Code: 062
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

- 4.4. If County does not approve the Summary and Reimbursement Voucher, it shall return the voucher to the OAG within ten (10) County work days of receipt, detailing the basis of any disputed item, and include supporting documentation. The OAG shall review the returned voucher. If the dispute is resolved in the County's favor the OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in the County's favor, the OAG shall make payment in accordance with the voucher originally sent to the County and forward a letter of explanation to the County.

4.4.1. OAG Rights Upon Loss of Funding

4.4.1.1. Legislative Appropriations

- 4.4.1.1.1. All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by the United States, subsection below). The parties acknowledge that the ability of the OAG to make payments under this Contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this Contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

4.4.2. Provision of Funding by the United States

- 4.4.2.1. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG, in its discretion, may terminate

this contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this contract, nor shall it be liable for any further payments ordinarily due under this contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to Contractor of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

4.5. Reimbursement Rates

4.5.1. State Case Registry

4.5.1.1. The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of new and modified Registry Only Court Orders (together with all required data elements) provided to the OAG during the calendar month multiplied by a per new and modified Registry Only Court Order fee of \$12.61 plus the number of Registry Only Court Orders updated during the calendar month multiplied by a per Registry Only Court Order updated fee of \$4.01 per Registry Only Court Order updated. Thus: $[(\text{Calendar Month new and modified Registry Only Court Orders provided} \times \$12.61) + (\text{Calendar Month Registry Only Court Orders updated} \times \$4.01)] \times \text{Federal Share} = \text{OAG Liability}$.

4.5.2. Local Customer Service

4.5.2.1. The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of inquiries on IV-D cases handled by County personnel during the calendar month, plus the number of inquiries on Registry Only cases (See Section 3.2.1 for the meaning of Registry Only cases) minus the Federal Disallowance Percentage, multiplied by a per inquiry fee of \$4.13 per inquiry. For purpose of reference only the Federal Disallowance Percentage for SFY 2009 annualized is 19%. Thus: $(\text{Calendar Month IV-D Inquiries Handled by County Personnel}) + (\text{Calendar Month Registry Only Inquiries Handled by County Personnel} - \text{Federal Disallowance Percentage}) \times (\$4.13) \times (\text{Federal Share}) = \text{OAG Liability}$.

4.6. Limitation of OAG Liability

- 4.6.1. The OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.
- 4.6.2. The OAG may decline to reimburse Allowable Costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

- 4.6.3. County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.
- 4.6.4. The OAG shall not be liable for reimbursing the County if the County fails to comply with the State Case Registry Activities, the County Customer Service Unit Resources and Services, and/or the Customer Service Unit Documentation Sections above in accordance with the requirements of those sections.
- 4.6.5. The OAG shall not be liable for reimbursing the County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g. sheriff/processor fees. Nor shall the OAG be liable for reimbursing the County for any activities eligible for reimbursement under another contract or Cooperative Agreement with the OAG e.g. customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when the County has an ICSS contract with the OAG. Nor shall the OAG be liable for reimbursing the County for information correcting erroneous information previously provided by the County.
- 4.6.6. Notwithstanding any other provision of this Contract, the maximum liability of the OAG under this Contract is **Seventy Eight Thousand One Hundred Dollars and No Cents (\$78,100.00)**.
- 4.7. Assignment of Claims
 - 4.7.1. County hereby assigns to the OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

5. CONTRACT MANAGEMENT

5.1. Written Notice Delivery

- 5.1.1. Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

5.1.1.1. County

The address of the County for all purposes under this Contract and for all notices hereunder shall be:

Mr. Scot Doyal (or his/her successor in office)
Travis County Director, Domestic Relations
P.O. Box 1495
Austin, TX 78767-1495

5.1.1.2. OAG

The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Alicia G. Key (or her successor in office)
Deputy Attorney General for Child Support
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

With copies to:

Joseph Fiore (or his successor in office)
Managing Attorney, Contracts Attorneys, Child Support Division
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

and

Allen Broussard (or his successor in office)
Manager, Government Contracts
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

5.2. Controlled Correspondence

- 5.2.1. After execution of this Contract, for a communication between the County and the OAG to be considered authoritative and binding it must be in writing and generated in accordance with procedures mutually agreed to by the County and the OAG. The OAG has procedures in place to number and track such communications as Controlled Correspondence. Any communication not generated in accordance with such procedures and not signed out by a designated position shall not be binding upon the parties and shall be of no effect. The OAG IV-D Director and the Contract Manager are designated as authorized signatories for all Controlled Correspondence with the County on behalf of the OAG. Unless otherwise notified by the County, the OAG shall consider the District Clerk or Local Registry's office, as the County signatory to this Contract, as authorized signatories for all Controlled Correspondence on behalf of the County. In the case of any inconsistency or conflict between such procedures and a Contract provision, the Contract provision shall control. Controlled Correspondence shall not be used to change pricing or alter the provisions of this Contract. Any such change requires a Contract amendment. Controlled Correspondence may be used to document interpretations of the provisions of this Contract.

5.3. Inspections, Monitoring and Audits

- 5.3.1. The OAG may monitor and/or conduct fiscal and/or program audits and/or investigations of the County's program performance at reasonable times. The OAG may at its option or at the request of County provide technical assistance to assist County in the operation of this program. County shall provide physical access without prior notice to all sites used for performance of service under this Contract to the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas. County shall grant to the OAG, the United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas access, without prior notice, to all books, documents, and records of the County pertinent to this Contract. The County books, documents, and records may be inspected, monitored, evaluated, audited and copied. County shall cooperate fully with

the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas in the conduct of any audit and/or investigation including the providing of any requested books, documents, and records. County shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers, logs, audit trails or books (collectively referred to as records) relating to the performances called for in this Contract. County shall retain all such records for a period of three (3) years after the expiration of the term of this Contract, or until the OAG or the United States are satisfied that all audit claim, negotiation, and litigation matters are resolved, whichever period is longer. Reports or other information relating to this program prepared by the County or at the request of the County shall be furnished to the OAG within ninety (90) days of availability. The requirements of this Subsection shall be included in all subcontracts.

5.4. Reimbursement of Audit Penalty

- 5.4.1. If funds are disallowed as a result of an audit finding contained in an audit (by County or County's independent auditor, the OAG, the State Auditor, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that County has failed to follow federal requirements for the IV-D program, then County agrees that the County shall refund to OAG the amount disallowed within thirty (30) calendar days of the date of the written OAG request for refund; provided further that such amounts may be offset and deducted from any funds payable under this Agreement.

5.5. Remedies for Non-Performance

- 5.5.1. Failure of the County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance. Any finding of unsatisfactory performance shall be communicated to the County in writing by the OAG Contract Manager. If the County wants to dispute the finding, a written dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days from the date the County received the written finding of unsatisfactory performance. The written dispute must detail why the County believes the finding is erroneous and must contain all supporting documentation. The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance. The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager's determination shall be communicated to the County in writing. If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and the County shall have waived its right to dispute the finding.
- 5.5.2. If the finding of unsatisfactory performance is validated, the County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.
- 5.5.3. If the County does not return to satisfactory status within four months of receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until the County is once again performing satisfactorily. If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory status. Where payments are to resume due to County having provided an acceptable corrective

action plan or having attained satisfactory performance status the first payment after resumption shall include all costs accrued during the period when payments to the County were withheld.

5.6. Training on OAG Systems

- 5.6.1. Any County staff performing functions under this Contract must be trained on OAG Systems. Classroom Training on OAG Systems will be scheduled upon request from the County, by the end of the quarter following such request. Classroom Training will be provided by OAG Regional Trainers at each of the OAG Regional Training Centers. County shall be responsible for any and all costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem; provided, however that the OAG shall be responsible for the cost of training materials and equipment required to complete the training class. County is responsible for scheduling the training with the OAG and shall direct training requests to:

Larry Acevedo
Office of the Attorney General
Mail Code 053
PO Box 12017
Austin, TX 78711-2017
email address: CSD-TRN@cs.oag.state.tx.us

5.7. Assignment

- 5.7.1. County will not assign its rights under this Contract or delegate the performance of its duties under this Contract without prior written approval from the OAG.

5.8. Liaison

- 5.8.1. County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this Contract. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

5.9. Subcontracting

- 5.9.1. It is contemplated by the parties hereto that County shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff. In the event that County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County. In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts comply with all terms of this Contract.

5.10. Dispute Resolution Process for County Breach of Contract Claim

- 5.10.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and County to attempt to resolve any claim for breach of contract made by County.
- 5.10.2. County's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Director, Child Support Division, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the County otherwise entitled to notice under this Contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- 5.10.3. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediate preceding subsection.
- 5.10.4. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.
- 5.10.5. The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 5.10.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

5.11. Reporting Fraud, Waste or Abuse

- 5.11.1. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:
 - 5.11.1.1. the Contract Manager
 - 5.11.1.2. the Deputy Director for Contract Operations, Child Support Division
 - 5.11.1.3. the Director, Child Support Division the Deputy Director, Child Support Division
 - 5.11.1.4. the OAG Ethics Advisor
 - 5.11.1.5. the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@oag.state.tx.us)
 - 5.11.1.6. the State Auditor's Office hotline for fraud (1-800-892-8348).
- 5.11.2. The report of suspected misconduct shall include (if known):
 - 5.11.2.1. the specific suspected misconduct
 - 5.11.2.2. the names of the individual(s)/entity(ies) involved



- 5.11.2.3. the date(s)/location(s) of the alleged activity(ies)
 - 5.11.2.4. the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
 - 5.11.2.5. any documents which tend to support the allegations.
- 5.11.3. The words fraud, waste or abuse as used in this Section have the following meanings:
- 5.11.3.1. Fraud is the use of one's occupation for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
 - 5.11.3.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
 - 5.11.3.3. Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6. CONFIDENTIALITY AND SECURITY

6.1. Confidentiality and Security Provisions

6.1.1. General

- 6.1.1.1. Both OAG and County recognize and assume the duty to protect and safeguard confidential information. Confidential information specifically includes personally identifiable information such as Social Security Number, full name, date of birth, home address, account number, and case status. Each entity acknowledges that the loss of confidentiality, integrity and availability of information assets is a risk which can be minimized by effective security safeguards and enforced compliance with information security policies, standards and procedures.
- 6.1.1.2. OAG recognizes that County has existing statutory responsibilities to maintain confidentiality of records related to state district courts (juvenile, family, probate, civil and criminal), county courts and national and state criminal records (FBI, NCIC, TCIC). OAG also recognizes that County has existing processes and procedures that ensure the security and confidentiality of this information and data and is subject to security audits or assessments by these authorities.
- 6.1.1.3. This agreement requires County to retrieve data from the courts and other sources and create data within TXCSES or TXCSES Web.
- 6.1.1.4. County acknowledges and agrees to protect OAG Data as confidential. All references to "OAG Data" shall mean all data and information (i) originated by OAG and/or submitted to County by or on behalf of OAG, or (ii) which County accesses from OAG systems in connection with provision of the Agreement Services. OAG Data does not include data and information originated by County in the performance of its duties. Upon request by OAG, County shall execute and deliver any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this Agreement, and shall be perpetual. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. However, data that is publicly known and generally available to the public is not subject to these Confidentiality and Security Provisions.

- 6.1.1.5. If any term or provision of this Confidentiality and Security Provision, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this Confidentiality and Security Provision, shall remain in full force and effect and such illegal or unenforceable term or provision shall be deemed to be deleted.
 - 6.1.1.6. County shall develop and implement access protection lists. The access protection lists shall document the name and other identifying data for any individual, authorized pursuant to County's request, to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization. County shall remove individuals from or change the access rights of individuals on the access protection list immediately upon such individual no longer requiring access. At least quarterly, OAG shall send County a list of TXCSES Web users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized. County shall notify OAG of the authorized personnel that should have access rights to OAG Data and information in the method prescribed by OAG. County will immediately notify OAG when an individual's access to OAG systems is no longer relevant. OAG, in its sole discretion, may deny or revoke an individual's access to OAG Data and information and any of its systems.
 - 6.1.1.7. County shall perform background reviews, to include a criminal history record review, on all County employees who will have access to OAG Data and information, and any OAG system. County shall certify to OAG that such reviews have been conducted and that in County's opinion the aforesaid employees are deemed trustworthy. County may request OAG to perform such reviews. In such an instance, County shall provide OAG with any required information, consent and authorization to perform the reviews and OAG shall perform the reviews at its own expense.
 - 6.1.1.8. All references to "Agreement Services" shall include activities within the scope of this Agreement.
 - 6.1.1.9. County shall comply with all applicable statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulatory provisions include but are not limited to 42 U.S.C. §§ 653 and 654; 45 CFR §§ 307.10, 307.11 and 307.13; 26 U.S.C. 6103 (IRC 6103); IRS Publication 1075 (Rev. 10-2007) and § 231.108 of the Texas Family Code, each as currently written or as may be amended, revised or enacted. County shall also comply with OAG policy, processes and procedures concerning the safeguarding and confidentiality of information, and computer security (including any requirements set forth in Attachment F, entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information"). The requirements of these Confidentiality and Security Provisions shall be included in, and apply to, subcontracts and agreements the County has with anyone performing Agreement Services on County's behalf.
 - 6.1.1.10. This Agreement is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.
- 6.2. OAG Data Usage and Storage
- 6.2.1. County agrees to maintain physical security for OAG data by maintaining an environment designed to prevent loss or unauthorized removal of data. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, use restrictions, and instructions requiring their awareness and compliance. County shall ensure that all County personnel having access to OAG Data receive annual reorientation

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sessions when offered by the OAG and all County personnel that perform or are assigned to perform Agreement Services shall annually re-execute, and/or renew their acceptance of, all applicable security documents and to ensure that they remain alert to all security requirements. County personnel shall only be granted access to OAG Systems after they have received all required security training, read the OAG Data Security Policy Manual (Attachment A), signed the acknowledgment (and County has given the signed acknowledgment to the OAG Contract Manager) and read and accepted the OAG Automated Computer System Access Statement of Responsibility (Attachment B) and the Child Support online Login Policy (Attachment C).

6.2.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. Any exception to this prohibition must have OAG prior approval. Such approval may only be granted by Controlled Correspondence or Contract amendment. This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in IRS Publication 1075 (Rev.10-2007) and Attachment F entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".

6.2.3. County stipulates, covenants, and agrees that it will not access, use or disclose OAG Data beyond its limited authorization or for any purpose not necessary for the performance of its duties under this Agreement. Without OAG's approval (in its sole discretion), County will not: (i) use OAG Data other than in connection with providing the Agreement Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Agreement Services. However, nothing in this agreement is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses. In the event that County fails to comply with this subsection, OAG may exercise any remedy, including immediate termination of this Agreement.

6.2.3.1. County agrees that it shall comply with all state and federal standards regarding the protection and confidentiality of OAG Data as currently effective, subsequently enacted or as may be amended. OAG Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges. Whenever possible, computer operations must be in a secure area with restricted access. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external not-organization-controlled network [e.g. the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic authentication Guidance level 3 or 4, and shall be consistent with IRS Publication 1075 Section 4.7 Alternate Work Sites.

6.3. OAG Data Retention and Destruction, and Public Information Requests

6.3.1. Any destruction or purging of OAG Data shall be destroyed and/or purged in accordance with state and federal statutes, rules and regulations. Within ten (10) business days of destruction or purging, County will provide the OAG with a completed OAG-Child Support Division

“Certificate of Destruction for Contractors and Vendors” (Attachment H; a copy of which is attached hereto and included herein).

- 6.3.2. In the event of Agreement expiration or termination for any reason, County shall ensure the security of any OAG Data remaining in any storage component to prevent unauthorized disclosures. Within twenty (20) business days of Agreement expiration or termination, County shall provide OAG with a signed statement detailing the nature of the OAG Data retained, type of storage media, physical location(s), and any planned destruction date.
- 6.3.3. County expressly does not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. County is not authorized to respond to public information requests which would require disclosure of otherwise confidential information on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County’s services under this Agreement. County shall forward via fax any information requests to:

Public Information Coordinator
Office of the Attorney General
Fax (512) 494-8017

6.4. Security Incidents

6.4.1. Response to Security Incidents

- 6.4.1.1. County shall respond to detected security incidents. The term “security incident” means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information security incidents. The incident response plan should cover such topics as:

- 6.4.1.1.1. Initial responders
- 6.4.1.1.2. Containment
- 6.4.1.1.3. Management Notification
- 6.4.1.1.4. Documentation of Response Actions
- 6.4.1.1.5. Expeditious confirmation of system integrity
- 6.4.1.1.6. Collection of audit trails and similar evidence
- 6.4.1.1.7. Cause analysis
- 6.4.1.1.8. Damage analysis and mitigation
- 6.4.1.1.9. Internal Reporting Responsibility
- 6.4.1.1.10. External Reporting Responsibility
- 6.4.1.1.11. OAG Contract Manager’s and OAG CISO’s name, phone number and email address.

- 6.4.2. Attachment G is County’s current internal incident response plan. Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence.

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6.5. Notice

- 6.5.1. Within one (1) hour of concluding that there has been, any OAG Data security incident County shall initiate damage mitigation and notify the OAG Chief Information Security Officer ("OAG CISO") and the OAG Contract Manager, by telephone and by email, of the security incident and the initial damage mitigation steps taken. Current contact information shall be contained in the Plan.
- 6.5.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary damage analysis of the security incident; commence an investigation into the incident; and provide a written report to the OAG CISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the security incident and the results of the preliminary damage analysis. This initial report shall include, at a minimum: time and nature of the incident (e.g., OAG data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.
- 6.5.3. Each day thereafter until the investigation is complete, County shall: (i) provide the OAG CISO, or the OAG CISO's designee, with a daily oral or email report regarding the investigation status and current damage analysis; and (ii) confer with the OAG CISO, or the OAG CISO's designee, regarding the proper course of the investigation and damage mitigation.
- 6.5.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

6.6. Final Report

- 6.6.1. Within five (5) business days of completing the damage analysis and investigation, County shall submit a written Final Report to the OAG CISO with a copy to the OAG Contract Manager, which shall include:
 - 6.6.1.1. a detailed explanation of the cause(s) of the security incident;
 - 6.6.1.2. a detailed description of the nature of the security incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and
 - 6.6.1.3. a specific cure for the security incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states the date County implemented the cure and a description of how the cure protects against the possibility of a recurrence.
- 6.6.2. If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to OAG that states the date County implemented the cure and a description of how the cure protects against the possibility of a recurrence.
- 6.6.3. If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the security incident, County agrees that OAG may exercise any right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law. The exercise of any of the foregoing remedies will not constitute a termination of this Agreement unless OAG notifies County in writing prior to the exercise of such remedy.

6.7. Independent Right to Investigate

- 6.7.1. OAG reserves the right to conduct an independent investigation of any security incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and

systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

6.8. Security Audit

6.8.1. Right to Audit, Investigate and Inspect the Facilities, Operations, and Systems Used in the Performance of Agreement Services.

6.8.1.1. County shall permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

6.8.1.1.1. monitor and observe the operations of, and to perform security investigations, audits and reviews of the operations and records of, the County;

6.8.1.1.2. inspect its information system in order to access security at the operating system, network, and application levels; provided, however, that such access shall not interfere with the daily operations of managing and running the system; and

6.8.1.1.3. enter into the offices and places of business of County and County's subcontractors for a security inspection of the facilities and operations used in the performance of Agreement Services. Specific remedial measures may be required in cases where County or County's subcontractors are found to be noncompliant with physical and/or OAG data security protection.

6.8.1.2. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances the OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

6.8.1.3. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide on County's premises, (or if the audit is being performed of a County's subcontractor, the County's subcontractor's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

6.8.1.4. County shall supply to the OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's subcontractors, if such data or reports pertain, in whole or in part, to the Agreement Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the Agreement.

6.9. Remedial Action

6.9.1. Remedies Not Exclusive and Injunctive Relief

6.9.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Agreement, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a security incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

- 6.9.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

6.10. Notice to Third Parties

- 6.10.1. Subject to OAG review and approval, County shall provide notice to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the security incident, with such notice to include: (i) a brief description of what happened; (ii) to the extent possible, a description of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.); (iii) a brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches; (iv) contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and, (v) instructions for accessing the Consumer Protection Identity Theft section of the OAG website. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053's "consumer reporting agency" notification requirements.
- 6.10.2. County shall be responsible for responding to and following up on inquiries and requests for further assistance from persons notified under the preceding section.
- 6.10.3. If County does not provide the required notice, OAG may elect to provide notice of the security incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

6.11. Commencement of Legal Action

- 6.11.1. County shall not commence any legal proceeding on OAG's behalf outside the scope of the Agreement Services without OAG's express written consent. OAG shall not commence any legal proceedings on County's behalf without County's express written consent.

7. AMENDMENT

- 7.1. This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of both parties. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal or state law are automatically incorporated into this Contract without written amendment to this Contract and shall be effective on the date designated by said federal or state law.

8. TERMINATION OF CONTRACT

8.1. Termination

- 8.1.1. Either party to this Contract shall have the right to either terminate this Contract in its entirety or in part. However, a County continuing to contract to provide Local Customer Service services must also continue to contract to provide State Case Registry services. The Contract, or portion of the Contract, may be terminated by the terminating party notifying the other party in writing of

such termination and the proposed date of the termination no later than thirty (30) calendar days prior to the effective date of such termination.

8.2. Survival of Terms

- 8.2.1. Termination of this Contract for any reason 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.

9. TERMS AND CONDITIONS

9.1. Federal Terms and Conditions

9.1.1. Compliance with Law, Policy and Procedure

- 9.1.1.1. County shall perform its obligations hereunder in such a manner that ensures its compliance with OAG, policy, processes and procedure. It shall also comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure with respect to its performances hereunder that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended; (2) providing services to the OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. County understands and agrees that from time to time OAG may need to change its policy, processes or procedures and that such change shall not entitle County to any increased cost reimbursement under this Contract; provided, however, that County may exercise its right to terminate the Contract in accordance with the Termination Section above. OAG shall provide County e-mail notice of any change in OAG policy, processes or procedures.

9.1.2. Civil Rights

- 9.1.2.1. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds provided by this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." County shall ensure that all subcontracts comply with the above referenced provisions.

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

- 9.1.3.1. County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 9.1.3.2. The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

9.1.4. Environmental Protection (Contracts in Excess of \$100,000.00)

9.1.4.1. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The requirements of this provision shall be included in all subcontracts that exceed \$100,000.

9.1.5. Certain Disclosures Concerning Lobbying [Contracts in excess of \$100,000]

9.1.5.1. Certain Counties shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. County must submit at the time of execution of this Contract a Certification Regarding Lobbying (Attachment E). This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL.

9.1.5.2. The requirements of this provision shall be included in all subcontracts exceeding \$100,000.

9.2. News Releases or Pronouncements

9.2.1. News releases, advertisements, publications, declarations, and any other pronouncements pertaining to this Contract by County, using any means or media, must be approved in writing by the OAG prior to public dissemination.

9.3. Date Standard

9.3.1. Four-digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year shall encompass a two digit century that precedes, and is contiguous with, a two digit year of century (e.g. 1999, 2000, etc.). Applications that require day and Month information will be coded in the following format: CCYYMMDD. Additional representations for week, hour, minute, and second, if required, will comply with the international standard ISO 8601: 1988, "Data elements and interchange formats--Information interchange--Representation of dates and times."

9.4. Headings

9.4.1. The headings for each section of this Contract are stated for convenience only and are not to be construed as limiting.

9.5. Agreement Relating to Debts or Delinquencies Owed to the State

9.5.1. As required by §2252.903, Government Code, the County agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

9.6. Non-Waiver of Rights

- 9.6.1. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

9.7. No Waiver of Sovereign Immunity

- 9.7.1. The parties expressly 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.

9.8. Severability

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

9.9. Applicable Law and Venue

- 9.9.1. Applicable Law and Venue: County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Travis County. All payments under this Contract shall be due and payable in Travis County, Texas.

9.10. Entire Contract

- 9.10.1. This instrument constitutes the entire Contract between the parties hereto, and all oral or written contracts between the parties relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

9.11. Counterparts

- 9.11.1. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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9.12. Attachments

- 9.12.1. Attachment A: OAG Information Security Policy Manual
- 9.12.2. Attachment B: OAG Automated Computer System Access - Statement of Responsibility
- 9.12.3. Attachment C: Child Support Online Login Policy
- 9.12.4. Attachment D: Data Integrity Procedures Changes to Case Information
- 9.12.5. Attachment E: Certification Regarding Lobbying
- 9.12.6. Attachment F: IRS Publication 1075 (Rev.10-2007)
- 9.12.7. Attachment G: Incident Response Plan
- 9.12.8. Attachment H: Certificate of Destruction for Contractors and Vendors

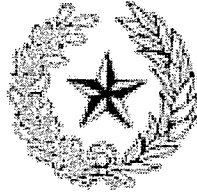
THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL

TRAVIS COUNTY

Alicia G. Key
Deputy Attorney General for Child Support

The Honorable Samuel T. Biscoe
County Judge, Travis County



ATTORNEY GENERAL OF TEXAS

GREG ABBOTT

Office of the Attorney General

**Information Technology Security
Policy Manual**

Version 3.0
February 12, 2009

Presented by:
Dr. Walt H. Fultz
Chief Information Security Officer

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1. Information Security Policy

1.1. Attorney General Policy Statement

The Office of the Attorney General (OAG) is committed to data integrity. Every reasonable effort must be made to protect information that is entrusted to this agency. An effective data security protocol, supported by an appropriately rigorous security structure, is critical to the success of an information security program. The OAG's Chief Information Security Officer is responsible for managing and developing the information security program, which includes identifying and resolving all at-risk information system assets, as well as supporting the operational needs of the agency.

An effective information security program encompasses many activities requiring commitment and cooperation among both employees and management of the OAG. All information resources users must be involved in the success of this strategic effort.

1.2. Scope of Policy

This policy applies to all OAG "information resources" that are used by or for the OAG throughout its life cycle. "Information resources are the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors."

This policy also applies to all users of OAG information resources, and electronic data regardless of location.

To the extent there is any conflict between this policy and the Sensitive Personal Information Privacy Policy.

1.3. OAG Information Security Policy Purpose & Intent

The purpose and intent of this policy document is to familiarize users of OAG information resources with the need to protect these resources in a prescribed manner and in accordance with appropriate standards.

1.4. Definitions

Access:

The physical or logical capability to interact with, or otherwise make use of information resources

Business Continuity Planning:

The process of identifying mission critical data systems and business functions, analyzing the risks and probabilities of service disruptions and developing procedures to restore those systems and functions.

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Control:

Any action, device, policy, procedure, technique, or other measure that improves security.

Encryption:

The conversion of plain text (human readable) information into a mathematical cipher or algorithm to create an electronic message that conceals the true meaning.

Information Resources:

The term is defined in Section 1.2 of this policy.

Information Resource Data:

Any data electronically produced, modified, transmitted, or stored while in electronic form.

Information Resources Asset:

A subset of the term information resources that refers to computing hardware such as a laptop computer, desktop PC, network server, or computer software.

2. Management Security Controls

2.1. State Agency Head - Attorney General

The Attorney General, as the state agency head, is responsible for establishing and maintaining an information security and risk management program.ⁱⁱ It is the responsibility of the Attorney General to ensure that the agency's information resources are protected from the effects of damage, destruction, and unauthorized or accidental modification, access or disclosure.

2.2. Management Responsibility

The protection of information resources is a management responsibility. Managing information security within the OAG requires commitment and support on the part of executive, technical and program management. All managers must be involved in the security and awareness program, and be familiar with and enforce OAG policies and procedures among their staff and employees.

2.3. Information Resources Manager (IRM)

The IRM is the agency executive who must approve the information technology assets and services necessary to conduct the information security program, as well as use executive authority where necessary to enable the success of the information security program.

2.4. Chief Information Security Officer (CISO)

The CISO reports to the IRM. It is the CISO's duty and responsibility to:



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- Manage, develop and coordinate the development of the OAG information security program and all other information security policies, standards and procedures.
- Collaborate with IT divisions, information resources owners and executive management in the development of procedures to ensure compliance with external information security requirements.
- Develop training materials on information security for employees and all other authorized users, and collaborate with agency training staff to establish a standardized agency-wide information security training program.
- Develop and implement incident reporting and incident response processes and procedures to address any security incident/breach, violation of policy or complaint.
- Serve as the official agency point of contact for all information security inquiries and audits.
- Develop and implement an ongoing risk assessment program, including recommending methods for, and overseeing of, vulnerability detection and testing.
- Monitor security legislation, regulations, advisories, alerts and vulnerabilities, and communicate accordingly with IT divisions, data owners and executive management.
- Review agency information systems and provide written reports that identify potential security risks and recommended solutions as appropriate.
- Provide annual report to executive management on security program and risk mitigation.
- Collaborate with IT personnel, the Records Management Officer, and legal counsel to preserve data in accordance with appropriate data preservation and litigation hold procedures.

2.5. Information Security Officers (ISO).

A full-time ISO will be assigned to oversee the Administrative and Legal Divisions (A&L), while another full-time ISO will be assigned to oversee the Child Support Divisions (CS). The A&L ISO and CS ISO will report directly to the CISO.

These ISOs will function as the representatives of the CISO and will oversee the daily security activities within their supported division operations. The A&L ISO and CS ISO will review all information security procedures and recommend changes as appropriate.

2.6. Information Resource Owner

An information resource owner is defined as a person responsible for a business function and for determining controls and access to information resources supporting that business function.ⁱⁱⁱ The state agency head or his or her designated representative(s) shall review and approve ownership of information resources and their associated responsibilities.^{iv} For the OAG Information Resource Owners are typically Division Chiefs.

Where information resources are used by more than one division, the owners shall reach a consensus as to the designated owner with responsibility for the information resources and advise the A&L or CS ISO of their decision.^v

The information owner or his or her designated representatives(s), with the CISO's concurrence, are responsible for and authorized to:

- Approve access to, and formally assign custody of, an information resource;
- Determine the information resources' value;
- Specify data control requirements and convey them to users and custodians;
- Specify appropriate controls, based on risk assessment, to protect the agency's information resources from unauthorized modification, deletion or disclosure. Controls shall extend to information resources outsourced by the agency in accordance with the Department of Information Resources' (DIR) information security policy;
- Confirm that controls are in place to ensure the accuracy, authenticity and integrity of electronic data;
- Ensure compliance with applicable controls;
- Assign custody of information technology assets and provide appropriate authority to implement security controls and procedures; and
- Review access lists based on documented security risk management decisions.

2.7. Information Custodian

An information custodian is defined as any person or group who is charged with the physical possession of information technology assets.^{vi} Custodians are the technical managers that provide the facilities, controls and support services to owners and users of information. Custodians of information technology assets, including entities providing outsourced information resources services to state agencies, must:

- Implement the controls specified by the owner(s);

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- Provide physical and procedural safeguards for the information resources;
- Assist owners in understanding and evaluating the cost-effectiveness of controls and monitoring;
- Administer access to the information resources; and
- Implement appropriate monitoring techniques and procedures for detecting, reporting and investigating incidents.

2.8. Information System User

All authorized users of OAG information resources (including, but not limited to, OAG personnel, temporary employees, contractors, sub-contractors, auditors, consultants or agents), shall formally acknowledge that they will comply with the OAG's security policies and procedures or they shall not be granted access to the information technology assets. The CISO will determine the method of acknowledgement and how often this acknowledgement must be re-executed by the user to maintain access to OAG information technology assets.^{vii} Users also have the responsibility to report all suspected violations of OAG information security policies to their Division Chief and the ISO responsible for their division. The ISO will then report the suspected violation to the CISO. (See section 3.4)

Users of OAG information technology assets shall have no expectation of privacy for information contained within or processed by an OAG information technology asset. Electronic files created, sent, received by, or stored on, OAG information technology assets that are owned, leased, administered, or otherwise under the custody and control of the OAG are not private and may be accessed by OAG IT employees at any time without knowledge of the information technology asset user or owner. Electronic file content may be accessed by appropriate personnel, including, but not limited to, information security personnel, records management personnel and legal counsel.^{viii}

3. Operational Security Controls

3.1. Risk Management Framework

The OAG employs a risk-based information security strategy, which provides a method to eliminate or mitigate identified risk to an organization in order to maximize the positive effects of information security activities while minimizing costs to the organization.

3.2. Risk Assessment

It is the responsibility of the CISO to regularly assess the risk to all OAG electronic data, systems, networks and information technology operations, and report the results of the assessment to OAG executive management and other appropriate personnel.

3.3. Asset Management

Management of OAG equipment including laptops, PDAs, and other IT equipment is an asset control and physical security issue and not within the scope of this Information Technology Security policy. For policy regarding those items, refer to the OAG's general Policies and Procedures as well as the Special High-Risk Items Policy.

3.4. Disaster Recovery & Business Continuity

The OAG is charged with providing a comprehensive disaster recovery plan and business continuity procedure for all essential Data Center and field operations. This activity will be supported in part by the Information Security Division (ISD).

3.5. Outsourced Data Center Operations & Security Responsibility

As a requirement of House Bill 1516 by the 79th Legislature, OAG information technology systems will be consolidated at the DIR Consolidated Data Centers (CDC).

While DIR and their contractor will supply much of the required services and activities to protect OAG data, systems and networks, the OAG still has responsibility for ensuring the safety of OAG data.^{ix}

4. Personnel Security Policy

4.1. Statement of Responsibility

OAG personnel are required to sign a Statement of Responsibility acknowledging that they agree to comply with all applicable information security policies, protocols and procedures as set forth in the OAG Information Security Policy Manual. This statement of responsibility will remain a part of the employee's file.

4.2. Reporting of Security Incidents

A security incident is defined as an event which results, or may result in unauthorized access, loss, disclosure, modification, disruption, or destruction of information resources whether accidental or deliberate.^x

Employees and all other users shall immediately report all actual or suspected security incidents to their Division Chief and the appropriate ISO. The ISO will promptly notify the CISO of the actual or suspected security incident. The CISO shall report any security incidents that affect critical systems and/or that could be propagated to other state systems outside the OAG to DIR within twenty-four hours.^{xi}

4.3. Computer Security Incident Response Team (CSIRT)

The OAG Computer Security Incident Response Team (CSIRT) is responsible for the detection, triage, response, communication and management of all information security incidents. The CSIRT will:

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- Provide a single point of contact at OAG for managing all reported OAG information resource electronic attacks, whether suspected or actual;
- Identify and analyze what has occurred, including impact and threat;
- Research and recommend solutions and mitigation strategies;
- Share response options, recommendations, incident information and lessons learned with appropriate entities; and
- Coordinate response efforts.

The CSIRT is comprised of three separate groups that include both permanent IT personnel certified in CSIRT operations, and ad hoc personnel based on the nature of the incident:

- Management Group:
 - Membership includes: CISO and the affected division's ISO and IT Director.
 - May include: IRM.
 - Responsibilities: Manage CSIRT operations (CISO), manage overall incident response, document activities, and produce appropriate reports. Also responsible to communicate internally to executive management.
- Technology Group:
 - Membership includes: Director of impacted network and Director of impacted infrastructure and/or application.
 - May include subject matter experts (SMEs) from specific disciplines.
 - Responsibilities: Analyze event, recommend possible courses of action, and coordinate selected response.
- Legal Group:
 - Membership includes: Attorney(s) from, or assigned by, the General Counsel Division, and the Records Management Officer.
 - May include: Law enforcement investigators.
 - Responsibilities: Produce draft of external communications; function as team's legal representative for guidance regarding evidence gathering and other possible legal issues and activities.

4.4. Information Security Violations

Violations of information security policy could result in a security breach. For this reason, violations of information security policy will be investigated by the appropriate IT personnel. If the violation is found to be deliberate in nature, an official Information Security Violation Report (ISVR) will be issued by the CISO, with an informational copy provided to the Records Management Officer. Additionally, such violations will be reported to the employee's Division Chief and the Human Resources Director for corrective action. Any corrective action involving

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use of information technology resources must be documented and reviewed by the appropriate ISO and/or the CISO prior to implementation.

4.5. Acceptable Use of OAG Information Resources

State information resources will be used primarily for official State purposes. Software for browsing the Internet is provided to authorized users to conduct official State business. Compliance with this policy will be electronically monitored. Any personal use must be in accordance with the OAG's policy regarding the Unauthorized Use of Government Time, Property, Services, and Facilities.

Violations may result in disciplinary action, up to and including termination of employment. The unauthorized use of OAG Information Resources will be considered as a relevant factor in evaluating the performance of OAG employees.

4.6. Access to OAG Information Systems and Assets

Access to OAG information technology assets must be strictly controlled and monitored to provide users with only the minimum level of system access necessary to allow them to perform assigned business tasks. When access by the user requires the use of a password, or other security measure, those security measures must be kept confidential by the intended user. Remote access to OAG information systems and assets must be accomplished only through the use of an OAG-approved remote access software application.

4.7. User Identification

Except for public users of systems where such access is authorized by the CISO or other appropriate IT personnel, each system user shall be assigned a unique personal identifier or user identification (User ID) to allow system access.

4.8. Personal Software, Hardware and Modems

Personal software may not be loaded onto any OAG computer, nor may personally-owned hardware, including modems and wireless routers, be connected to OAG information systems. Any hardware or software required for a business purpose of the agency must be approved for use by the CISO and must be obtained through the appropriate ITS Division.

4.9. Security Awareness Program

The OAG will provide an ongoing Information Security Awareness training program to educate employees and all other personnel with access to OAG data and information systems about data security and the protection of OAG information resources. This training will include the establishment of security awareness and familiarization with OAG security policies and procedures through both New Employee Orientation and ongoing refresher training.

4.10. Warning Statements

System identification screens will be provided at the time of initial logon to the mainframe or LAN/WAN. These screens will provide the following warning statements:

- Unauthorized use is prohibited.

- Usage may be subject to security testing and monitoring.
- Misuse may be subject to disciplinary action.
- No expectation of privacy is to be anticipated by the user.

4.11. Termination of Employment

Computer user identifications (User ID's) for employees that have voluntarily terminated employment with the OAG must be removed from the computer system immediately following termination. For involuntary terminations, the ID should be removed prior to, or at the same time the employee is notified of the termination in order to protect OAG data and information resources.

4.12. Automatic Suspension / Deletion of User ID's

Mainframe, LAN and Remote Access User ID's will be monitored for usage to protect system security, and any unused user ID's will be subject to automatic suspension after 30 days, and deletion after 60 days without notice to the user, unless an exception has been approved in accordance with this policy.

4.13. Positions of Special Trust

The CISO will establish procedures for reviewing information resource functions to determine which positions require special trust or responsibilities. These include, but are not limited to:

- Network and system administrators;
- Users with access to information systems that process or contain federal tax information;
- Users with access to child support systems and data that may include federal tax information;
- Users with access to financial and accounting systems or networks;
- Any user with agency-wide access to data and information systems; and
- Any user required to undergo a background check as a prerequisite to employment or grant of system access.

5. Technical Security Controls

5.1. System Security Policy

The following policies cover specific issues as they relate to the security of information systems and data within the OAG, and are governed by the procedures outlined in the OAG Information Security Procedures Manual.

5.2. System Administrators

System administrators are responsible for adding, removing or modifying user accounts as employees change roles within the agency. This activity must be accomplished in a timely manner to ensure only authorized personnel have access to OAG systems and information. Changes to user accounts may be subject to independent audit review.

5.3. System Developers

All production software development and software maintenance activities performed by in-house staff must adhere to agency security policies, standards, procedures, and other systems development conventions including appropriate testing, training and documentation.

5.4. Information Asset Protection

OAG data and information technology assets will be protected from unauthorized access, use, modification or destruction through the deployment of protective measures. The design, acquisition and use of all protective measures must be reviewed with the appropriate ISO and approved by the CISO.

5.5. Vendor Access to OAG Systems

Access to OAG systems and data by vendors (including contractors, sub-contractors, auditors, consultants or agents) must be appropriately controlled depending on the work to be performed, sensitivity levels of the data involved, work location, and other relevant considerations. All requests for vendor access must be coordinated with and approved by the appropriate IT department and CISO prior to access being granted.

5.6. Classification of Electronic Data and Assets

OAG electronic data and the information technology assets used to process, transmit, and store it should be assigned an appropriate classification level to assist in the proper safeguarding of the data. As higher classification levels require the agency to incur greater costs in order to safeguard data, care should be taken to accurately classify assets. Assets of varying classifications that are co-mingled in a single database or file system shall be classified at the highest level of the information contained in the data.

For the limited purposes of this policy, the OAG has two classifications of electronic data:

- **CONFIDENTIAL AND SENSITIVE** - This classification includes data that may be deemed confidential or protected by Texas or federal laws and/or administrative rules, and sensitive information, which if subject to a security breach, could compromise the agency's business functions or the privacy or security of agency employees, clients, or partners. Information in this category may only be provided to external parties in accordance with OAG policies and procedures.
- **UNCLASSIFIED** - This refers to all data that does not meet the requirements for CONFIDENTIAL AND SENSITIVE as described herein, as designated by the originating source of the data and/or the originator of any derivative data with guidance from 1 TAC § 202.1(3); DIR Classification Guidance, and any other applicable regulation or law.
- The default classification for all electronic data is CONFIDENTIAL AND SENSITIVE.

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5.7. Data Destruction

OAG data should only be destroyed in accordance with the applicable records retention schedule, or upon the receipt of proper authorization from the State Library and Archives Commission. OAG data contained on magnetic or optical media must be removed from the media prior to the media being transferred out of the control of the authorized user, or the media must be physically destroyed in accordance with the appropriate document destruction guidelines applicable to that information.

5.8. Configuration Management

Configuration management (CM) is the process of managing the effects of changes or differences in configurations of an information system or network through the implementation of strict protocols and testing in order to reduce the risk of changes resulting in a compromise to data security, confidentiality, integrity, or availability. All systems will be configured and maintained only in accordance with approved IT and Information Security configuration management (CM) guidelines.

5.9. Change Management

Change management refers to the safeguards and procedures established for making modifications to OAG systems and networks. All such modifications must be processed through the appropriate change control procedure, with any OAG systems residing at a Consolidated Data Center (CDC) additionally being subject to the DIR and its contractor change management process.

5.10. Data Integrity

Data integrity refers to ensuring that data remains complete and unchanged during the course of any electronic processing, transfer, storage, or retrieval. To promote data integrity, individual users of OAG information resources must follow data integrity procedures applicable to their level of user access to OAG data, and take adequate precautions to safeguard against the loss of OAG data, including but not limited to:

- Performing regular backups of OAG data as may be appropriate;
- Taking physical and procedural safeguards to avoid the accidental loss, destruction or unauthorized modification of OAG data;
- Ensuring proper and routine use of virus protection software/anti-malware; and
- Coordinating with and seeking assistance from IT personnel as may be appropriate to safeguard OAG data.

5.11. Voice/Phone Mail

The OAG's voice or phone mail systems use agency information resources. Accordingly, each user is responsible for ensuring that use of these services is in compliance with applicable law, policy and procedures. All requests for changes, modifications, or termination of voicemail services must be initiated through the ITS Division.

5.12. E-Mail

Electronic mail (e-mail) is a form of communication that uses agency information resources. All use of e-mail must be in accordance with OAG policies and procedures regarding the use of information resources.

Upon the OAG's implementation of an agency-approved email encryption process, employees may not send CONFIDENTIAL AND SENSITIVE OAG data in the body of an email or as an email attachment across unsecured connections such as the Internet, unless it is encrypted using a process approved by ITS Division and the CISO.

5.13. Wireless Systems

Wireless networks or routers may not be used without the prior authorization of the IRM and the CISO. All wireless connectivity (Wi-Fi) to OAG networks must be in accordance with current IT architectural direction, the Information Security Policy, and OAG policies and procedures relating to the use of mobile telecommunications devices.

5.14. Copyright

Generally, the reproduction of copyrighted information is a violation of federal law. Therefore, OAG information resources should not be used to reproduce copyrighted information. Unauthorized copies of software shall not be loaded or executed on OAG information technology assets. Regular audits will be conducted to search for unauthorized software installed on machines.

5.15. Personal Software, Shareware and Freeware

Personal software, shareware and freeware may not be loaded or otherwise used on OAG systems unless there is a business necessity for the use of such programs, and their installation and use is specifically approved by the IRM and the CISO.

5.16. Data Encryption

All OAG laptops must have encrypted hard drives to safeguard data in the event the device is lost or stolen. Those divisions who choose to employ data encryption for transmission or storage of CONFIDENTIAL AND SENSITIVE data shall adopt the 256 bit Advanced Encryption Standard (AES), or 128 bit Single Sockets Layer (SSL/TLS) as a minimum. No encryption will be used without the prior approval of the IRM and the CISO.

5.17. Portable and Mobile Devices

All laptops and other mobile telecommunications devices (PDAs, Network capable Cell Phones, BlackBerry's, etc.) must be approved for use and supplied by the appropriate ITS Division. Only OAG laptops installed with full-disk encryption, anti-malware safeguards, and secure connectivity are authorized for use with OAG data and networks.

5.18. Malware Protection Software

All workstations and laptops must use approved malware protection software and configurations, regardless of whether they are connected to OAG networks or are used as a standalone device. Additionally, each file server attached to the OAG network and each e-mail gateway must utilize

Office of the Attorney General

OAG IT-approved e-mail malware protection software and/or hardware. Users shall not alter, disable, bypass, or adjust any settings or configurations for OAG malware protection software in any manner.

5.19. Intrusion Detection

Intrusion detection techniques will be deployed wherever possible in order to safeguard against unauthorized attempts to access, manipulate, or disable OAG networks. Intrusion detection activities may be conducted only by specially-trained personnel within the OAG's Information Security Division using techniques approved by the CISO.

5.20. Internal Electronic Investigations

All internal electronic investigations must be authorized by, and conducted under the supervision of, the CISO unless otherwise approved by the First Assistant Attorney General. No other investigation is authorized on OAG systems or networks. Any unauthorized electronic investigation or monitoring discovered on OAG systems or networks will be reviewed by the Information Security Division and may result in disciplinary action up to and including termination of employment.

5.21. Screen Savers

To reduce the likelihood of unauthorized access to OAG data, systems and networks, all OAG workstations, including laptop computers, must be configured to activate password-protected screensavers after no more than fifteen minutes of user inactivity. An employee should not leave his or her workstation unless the password-protected screensaver has been activated or, if possible, the workstation has been secured by a locked door.

5.22. User Passwords

Systems that use passwords shall follow the standards on password usage prescribed by DIR. This document specifies minimum criteria and provides guidance for selecting additional password security criteria. Disclosure of an individual's password or use of an unauthorized password or access device may result in disciplinary action up to and including termination of employment.

5.23. Administrator Passwords

All system administrators will maintain and use both a standard user password and a system administrator password ("super user" password). The system administrator password will be used only for system administrator activities. All common applications and system activities (email, calendar, etc.) must be accessed by the system administrator only with their standard user password.

5.24. System Log On & Re-Boot

All OAG workstations, including laptop computers, must be connected to the OAG network at least once weekly in order to receive appropriate application updates and security patches. Additionally, all systems must be re-booted (shut down and restarted) at least once a week to ensure these updates and patches are installed appropriately.

5.25. System Settings

All OAG systems are specifically configured to ensure that users have the appropriate ability to perform assigned tasks. Users shall not modify, change or attempt to change any system settings. If additional user access, permissions or system setting changes are required, then a request for the modification must be approved by the user's manager and submitted to the appropriate IT Division for handling.

5.26. Control of Peripherals

A peripheral device is any device attached to a computer in order to expand its functionality, such as USB flash drives, CD burners, or PCMCIA card slots. The ability to use peripheral devices may be controlled on some OAG systems; users are not authorized and should not attempt to change control settings in order to use peripheral devices on these systems. Adding or deleting peripherals on these systems may only be accomplished by IT personnel.

5.27. Security Breaches

A security breach is defined as any event which results in loss, disclosure, unauthorized modification, or destruction of information resources. Users shall immediately report all actual or suspected security breaches to their Division Chief and the ISO responsible for their division. The responsible ISO will promptly report the suspected or actual security breach to the CISO. Depending on the nature of the information involved, additional procedures may be required in accordance with the Sensitive Personal Information Privacy Policy.

5.28. Dial-up Access

For dial-up access to OAG systems other than access authorized for the public, information security protocols shall be employed to positively and uniquely identify authorized users and authenticate user access to the requested system. All modems used for dial-up access to OAG systems must be authorized by the IRM and CISO.

5.29. Purchasing/Development Pre-Approval

All OAG purchases, acquisitions, or developments of information technology services, equipment or software must be reviewed and pre-approved by the appropriate ISO, and the IRM, in consultation with the CISO, to determine whether the purchase may negatively impact OAG information technology security. All purchases of information technology security products, or products with information technology security functionality or impact, must be approved by the IRM and either the A&L and/or CS ISO or CISO prior to the issuance of a purchase order.

5.30. Contract Security Provisions

All third-party contracts must contain appropriate language to ensure the security of OAG information to which the third-party may have access, even if such access is limited to encrypted data. This language must state in clear and unambiguous terms the security requirements placed on the third-party involved, and their responsibilities for security under the contract. It must also clearly state OAG's authority to audit their security procedures for appropriateness during the length of the contract.^{xii}

Office of the Attorney General

All contracts to which the OAG is a party and that affect OAG information technology security must be reviewed and approved by the CISO prior to execution in order to ensure that appropriate security controls are included.

5.31. System Development, Acquisition and Testing

Data and network security requirements must be considered and addressed in all phases of the development or acquisition of new information processing systems. Before being placed into use, all new systems must be properly tested in order to ensure compatibility with OAG information systems and the OAG computing environment. During system testing, test functions shall be kept either physically or logically separate from production functions in order to safeguard OAG data and information systems.

6. Exception, Waiver and Modification**6.1. Waivers and Exceptions**

Waivers and exceptions to the existing information security policies and procedures are strongly discouraged because they may pose an unacceptable risk to protected OAG data and systems. Prior to implementation, all exceptions or waivers of existing security policies or procedures must be reviewed by appropriate information technology security and IT personnel, approved by the CISO, and reported to the Records Management Officer.

- A waiver is a variance of a control standard that is limited to a specific period of time and to a specific system in order to allow IT personnel to perform an approved change or modification to OAG systems.
- An exception is an indefinite variance from a control standard supported by a valid and ongoing business justification.

6.2. Modification or Significant Changes to Procedures

All changes in the procedures to protect OAG IT systems and data must be reviewed by appropriate IT personnel and approved by the A&L ISO and/or CS ISO as appropriate and the CISO prior to implementation. If immediate changes to procedures are required to meet an emergency situation, A&L and/or CS ISO, CISO and the Records Management Officer must be informed as soon as possible thereafter.

6.3. Executive Management Waiver

Notwithstanding any provisions to the contrary contained herein, waivers, exceptions and modifications to the information security policies and procedures may be authorized in writing at the discretion of the First Assistant Attorney General.

7. Document Acceptance and Release Notice

This is Version 3.0 of the **OAG Information Security Technology Security Policy Manual**.

The OAG Information Security Technology Security Policy Manual is a managed document. Changes will be issued only as a complete replacement document. Recipients should remove superseded versions from circulation. This document is authorized for release after all signatures have been obtained.

Please submit all requests for changes to the owner/author of this document.

OWNER: _____ DATE: February 12, 2009
Dr. Walt H. Foulz, Chief Information Security Officer

SPONSOR: _____ DATE: February 12, 2009
Gary Buonacorsi, Information Resource Manager

8. References

-
- ⁱ Tex. Gov't Code § 2054.003(7).
 - ⁱⁱ 1 TAC §202.20.
 - ⁱⁱⁱ 1 TAC § 202.1
 - ^{iv} 1 TAC § 202.21.
 - ^v 1 TAC § 202.21.
 - ^{vi} 1 TAC § 202.21.
 - ^{vii} 1 TAC § 202.27.
 - ^{viii} *See generally*, 1 TAC Chapter 202.
 - ^{ix} 1 TAC § 202.21.
 - ^x 1 TAC § 202.1.
 - ^{xi} 1 TAC §202.26.
 - ^{xii} 1 TAC §202.25(6)(B).



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Signature Request Form

Please route form in accordance with signature approval list below.

Date: February 12, 2009

Policy name: Information Technology Security Policy Manual

(Description of Attachment)

Security policy for all OAG "information resources" as such term is defined in Texas Government Code section 2054.003(7) that is used by or for the OAG, throughout its life cycle. This policy also applies to all users of OAG information assets and electronic data regardless of location.

Attachments: Information Technology Security Policy Manual (Version 3.0)

Prepared by ITS Division

Gary Burnacorsi by email
Division Chief attached 2/12/09

February 12, 2009
Date

PLEASE FORWARD BY DATE

☒ Approved

☐ Approved with Comments/Edits

☐ Not Approved

Vers. 3.0 ✓

[Signature]
General Counsel Division

2/12/09
Date



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

PLEASE FORWARD BY DATE

☒ Approved

☐ Approved with Comments/Edits

☐ Not Approved

Version 3.0

Jonathan L. Felt
Deputy Attorney General for Legal Counsel

2/12/2009
Date

PLEASE FORWARD BY DATE

☒ Approved

☐ Approved with Comments/Edits

☐ Not Approved

James
Deputy for Administration

2/13/09
Date

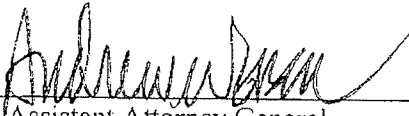
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☐ Approved with Comments/Edits

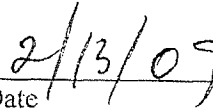
☐ Not Approved



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT



First Assistant Attorney General



Date

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STATEMENT OF RESPONSIBILITY

Name

Position

Agency, Division, or Company

Social Security Number

In general, all information that is used in or by the Office of the Attorney General is to be disseminated on a "need-to-know" basis. Confidential information is to be held in the strictest confidence and may not be disclosed except as provided in the Attorney General's disclosure policy. Sensitive information may only be created, modified, or deleted by authorized personnel. Special provisions must be made for the preservation of essential information.

Any computer system passwords I receive or devise are confidential. They are not to be disclosed to anyone! I am responsible for all computer transactions performed by my identification code (ID) which is authenticated by my password(s).

My failure to comply with the security policies of the agency may result in disciplinary action including termination of employment. Failure to observe the above conditions or any attempt to circumvent the computer security by using or attempting to use any transaction, software, files, resources, or password that I am not authorized to use may constitute a "breach of computer security" as defined in the TEXAS PENAL CODE, CHAPTER 33, Section 33.02, and that such an offense is a Class A Misdemeanor. Similar federal statutes may also be applicable.

Copyrighted material, including but not limited to commercial computer software, which maybe made available to me for use by the Office of the Attorney General is protected by copyright laws and is not to be copied for any reason without written permission from the owner of the copyright.

(Continued on next page)

This document is not part of the preceding policy document but is required by that policy document to be signed and placed in your employee records. Signature lines appear on the next page.

Statement of Responsibility

Page 2 of 2

State-owned information resources, including but not limited to data processing and related equipment, but not including telephones (covered under separate policy), are to be used only for official state purposes. I will not review or modify information that is outside the scope of my current job assignment.

The use or installation of any software or hardware not owned by the Office of the Attorney General is expressly forbidden unless explicitly authorized in writing. In the event that authorization is granted, installation of such software or the connection of such hardware is to be performed by authorized employees of the Office of the Attorney General.

By signing this statement I certify that I

- agree to abide by all written conditions imposed by the Office of the Attorney General as regards information security;
- understand my above-mentioned responsibilities;
- have received information security training; and
- have received, read, and understood the Employee's Information Security Manual.

SIGNATURE _____

DATE _____

NOTICE: The user statement of responsibilities form is not the beginning of a negotiation with the user. It is a statement by the user that he/she has been trained and therefore understands his/her responsibilities in the protection of OAG information assets. This form is **not** modifiable by the user. Any modifications by the user, other than providing the requested information, shall make the form null and void and shall be cause to discontinue said employees access to OAG information assets.



ATTORNEY GENERAL OF TEXAS GREG ABBOTT

My Account Logout

Agreements

Statement

OFFICE OF THE ATTORNEY GENERAL: AUTOMATED COMPUTER SYSTEM ACCESS STATEMENT OF RESPONSIBILITY

General Information:

All information maintained in the files and records of the Child Support Division are privileged and confidential. The unauthorized use or release of the information can result in criminal prosecution and civil liability. Only authorized personnel may add, modify and/or delete information.

Statements:

I understand that the information concerning any person, customer or client that may come to my knowledge while using the computer system of the TxCSU or TXCSES or any other OAG computer shall be held in strictest confidence and may not be disclosed except as used exclusively for purposes directly connected with the administration of programs under Title IV-A, IV-D and XIX of the federal Social Security Act and the OAG Confidentiality Policy and Procedures.

Notwithstanding the above, I understand that I may not disclose to any individual or agency any federal tax return or return information. I further understand that it is unlawful to offer or receive anything of value in exchange for federal tax return or return information. Such unauthorized disclosure or exchange is punishable by fine up to \$5,000, or imprisonment up to 5 years, or both, under Internal Revenue Code 7213 and 7213 A. Accessing federal tax information without a "need to know" is a federal misdemeanor punishable by not more than one year imprisonment, or a \$1000 fine or both, plus costs of prosecution, under 7213 A, Internal Revenue Code. I also understand that I may be civilly liable for damages of not less than \$1000 per violation, together with costs of prosecution under Section 7431 of the Internal Revenue Code.

I also understand that I may not release information to any committee or legislative body (federal, state, or local) that identifies by name or address any such applicant or recipient of services. Use of such information by a local government or component thereof for any other purpose, including but not limited to, collecting a fee is prohibited.

I understand that I may not perform any work, review, update or otherwise act to obtain information upon my own, or any relative's, friend's, or business associate's child support case, regardless if the case is open or closed. My failure to comply with the OAG Confidentiality Policy will result in immediate termination of my computer access. I also understand that a violation will be reported to my supervisor or other appropriate personnel in my agency for disciplinary action, which may include termination and/or referral for prosecution.

In addition, if applicable, I understand that the computer password(s) I receive or devise is confidential, and must not be disclosed to anyone. I understand that it is my responsibility to safeguard such password(s) by not allowing it to be viewed by anyone. I understand that I am responsible for computer transactions performed through misuse of my password(s).

I agree I will not load unauthorized software, personal computer programs, shareware or freeware of any kind onto the OAG computer equipment without the express written approval of the Office of the Attorney General, Information Resource Manager or designee, or the contract manager or designee. I understand that use of a password not issued or devised specifically for me is expressly prohibited and is a violation of state and federal law.

I also understand that failure to observe the above conditions may constitute a "breach of computer security" as defined in the TEXAS PENAL CODE, CHAPTER 33, Section 33.02 (b), and that such an offense may be classified as a felony. Similar federal statutes may also be applicable.

I certify that I understand that any copyrighted material, including but not limited to commercial computer software, which may be made available to me for use by the OAG is protected by copyright laws and is not to be copied for any reason without written permission from the owner of the copyright and the OAG.

By agreeing to this statement I certify that I:


- agree to abide by all written conditions imposed by the OAG regarding information security;
- understand my responsibilities as described above;
- have received, read and understand the OAG security information policy manual; and
- if applicable, I have read all applicable software licenses and agree to abide by all restrictions.

I Agree

I Disagree

Portal Tips | Accessibility | Privacy & Security Policy

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ATTORNEY GENERAL OF TEXAS GREG ABBOTT

[My Account](#) [Logout](#)

[Agreements](#)

Policy

When you register for the OAG Portal Service, we may ask you to give us certain identifying information ("Registration"), such as your name, address, and e-mail or the company's name and address and the company representative's name and e-mail address. This information will be used solely for Child Support IV-D purposes.

You agree to provide true, accurate, current, and complete information about yourself and your company. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from the OAG for any purpose.

For your protection and the protection of our other members and Web site users, you agree that you will not share your Registration information (including passwords, User Names, and screen names) with any other person for the purpose of facilitating their access and unauthorized use of OAG Portal Services. You alone are responsible for all transactions initiated, messages posted, statements made, or acts or omissions that occur within any OAG Portal Service through the use of Registration information. Your failure to honor any portion of this agreement can result in termination of access to Portal Services.

[Portal Tips](#) | [Accessibility](#) | [Privacy & Security Policy](#)

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ATTACHMENT D

Data Integrity Procedures Changes to Case Information

Before updating member/ case information, such as home address, phone number, etc., verify the caller's identity. Ask the caller for the following identifiers:

- Name
- Date of Birth
- Home address

If there is any doubt about the caller's identity after these identifier's have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller to take one of the following actions in order to have the member/case information updated on TXCSESWeb:

• **Mail:**

- a copy of a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.) to the county address

• **FAX:**

- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.) to the county FAX number

• **E-mail the information** to be updated with a scanned copy of the proof/verification information to be updated (ie., home address, SSN card, drivers license, etc.) to the county email address

• **In Person (District Clerk Office or Domestic Relations Office):**

- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.)

• **Visit the local child support office** that is assigned to work the RO case and provide:

- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.)

ATTACHMENT E



CERTIFICATION REGARDING LOBBYING
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
FORM F

PROGRAM: CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D OF
THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE
ATTORNEY GENERAL OF TEXAS

PERIOD: September 1, 2010 to August 31, 2012

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Title

Organization

ATTACHMENT F

United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information

#.1. PERFORMANCE

- #.1.1. In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- #.1.2. All work will be done under the supervision of the contractor or the contractor's employees.
- #.1.3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- #.1.4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- #.1.5. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- #.1.6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- #.1.7. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- #.1.8. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- #.1.9. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- #.1.10. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above. (NOTE TO DRAFTER: Include any additional safeguards that may be appropriate.)

United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information

#.2. CRIMINAL/CIVIL SANCTIONS

#.2.1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

#.2.2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

#.2.3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax
Information Including Federal Tax Returns and Return Information

#.3. INSPECTION

#.3.1. The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

ITS Department Security Incident Response Plan For OAG Data

Version: Final 01.01.00

Prepared by:

Shannon Clyde
Information Security Manager

Last Update: July 13, 2010

A. REVISION HISTORY

Contributors	Date	Reason For Changes	Version
Shannon Clyde, ISM	November 14, 2007	Approved final version	01.00.00
Judy Pittsford, acting CIO	November 14, 2007	Approved final version	01.00.00
Shannon Clyde	July 12, 2010	Replaced David Stanton with Chris Eckert. Honorifics added. Cell phone numbers added for Chris and Shannon. Corrected A. Broussard email address; Corrected OAG titles and honorifics; Replaced Cecelia Burk with Scot Doyal. Validated OAG contacts	01.00.01
Shannon Clyde	July 12, 2010	Minor typo corrections to contacts.	01.00.02
Shannon Clyde, ITS	July 12, 2010	Approved update	01.01.00
Scot Doyal, DRO	July 12, 2010	Approved update by mail	01.01.00
Joe Harlow, CIO	July 13, 2010	Approved update	01.01.00

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C. INTRODUCTION

1.0 Objectives and Scope

The Travis County ("County") Information and Telecommunications Systems Department (ITS) Security Incident Response Plan for Office of the Attorney General (OAG) Data supplements the Travis County ITS Department Incident Response Standards and Procedures.

This Security Incident Response Plan is intended to provide the specific requirements that must be met to comply with Community Supervision Contract # _____, § _____.

2.0 Audience

Those who need to participate in the ITS Incident Response efforts involving OAG Data including Community Supervision staff, ITS Department staff and those who need to interact with the incident management efforts involving OAG Data.

3.0 Keywords Defining Requirements

The following keywords "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", "MAY", and "OPTIONAL" are utilized within this document to indicate requirement levels and are to be interpreted as described below:

SHALL: This word, or the terms "REQUIRED" or "MUST", means that the definition is an absolute requirement of the specification.

SHALL NOT: This phrase, or the phrase "MUST NOT", means that the definition is an absolute prohibition of the specification.

SHOULD: This word, or the adjective "RECOMMENDED", means that there may exist valid reasons in particular circumstances to ignore a particular item, but the full implications must be understood and carefully weighed before choosing a different course.

SHOULD NOT: This phrase, or the phrase "NOT RECOMMENDED" means that there may exist valid reasons in particular circumstances when the particular behavior is acceptable or even useful, but the full implications must be understood and the case carefully weighed before implementing any behavior described with this label.

MAY: This word, or the adjective "OPTIONAL", means that an item is truly optional. An implementation, which does not include a particular option, **MUST** be prepared to interoperate with another implementation that does

include the option, though perhaps with reduced functionality. In the same vein, an implementation, which does include a particular option, MUST be prepared to interoperate with another implementation that does not include the option (except, of course, for the feature the option provides.)

4.0 Requirement Priorities

Requirements that use the key word MUST or SHALL have the highest priority.

Those described as RECOMMENDED, as indicated by the use of the key word SHOULD, have a secondary priority to those requirements using the key words SHALL or MUST.

Those described as OPTIONAL, as indicated by the use of the key word MAY, have a tertiary priority. All first priority requirements represent core functionality critical to the project and must be met.

As many secondary priority requirements should be met if allotted time, human resources and funding permit.

Tertiary priorities should be completed only after all first and secondary priorities have been met.

5.0 Document Change Management

Requests for changes to this document should be made in writing to the Information Security Manager or the Chief Information Officer.

D. INCIDENT RESPONSE CONTACT INFORMATION

1.0 Office of Attorney General (OAG) Contacts

Role/Position	Name	Phone Number	Email address
Chief of Information Security Officer	Dr. Walt H. Foulz	512-936-1320	Walt.Foulz@OAG.State.TX.US
Community Supervision Contract Manager; Government Contracts Manager, Child Support Division	Mr. Allen Broussard	512-460-6373	Allen.Broussard@CS.OAG.State.TX.US

2.0 Travis County Contacts

Position	Name	Phone Number	Email address
Chief Information Officer	Mr. Joe Harlow	512-854-9372	Joe.Harlow@co.travis.tx.us
Information Security Manager ITS Department	Mr. Shannon Clyde	Office: 512-854-7846 Cell: 512-589-0740	Shannon.Clyde@co.travis.tx.us
Information Security Analyst ITS Department	Mr. Chris Eckert	Office: 512-854-4548 Cell: 512-228-1098	Chris.eckert@co.travis.tx.us
ITS Department Help Desk	Not Applicable	512-854-9175	ITS.Helpdesk@co.travis.tx.us
Community Supervision Contract Manager; Director of Domestic Relations Office	Mr. Scot Doyal	512-854-9674	Scot.Doyal@co.travis.tx.us

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E. OAG DATA INCIDENT MANAGEMENT REQUIREMENTS

1.0 General Requirements

County shall respond to security incidents involving OAG Data in accordance with ITS Department Incident Management Standards and Procedures and specific OAG requirements as stated within this Incident Response Plan for OAG Data.

2.0 Responsibility for Notifications and Reports

The Information Security Officer or designate is responsible for the data collection, document creation, and delivering of the required notices and reports identified within this plan.

3.0 Notification Requirements

3.1. Initial Incident Notification to OAG

3.1.1. OAG Notification Time Frame, Recipients, Method

The OAG CISO and the OAG Contract Manager must be notified by telephone and electronic mail *within one (1) hour of determination that OAG Data is involved in the incident.*

3.1.2. OAG Notification Content

Content of the notification must include:

- Notice of incident
- Description of affected systems and networks
- Initial damage assessment
- Potential scope of the incident
- Containment/Eradication/Recovery steps taken to date
- Any changes in County contact information

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4.0 Reporting Requirements

4.1. Initial Written Report to OAG

4.1.1. Initial OAG Report Time Frame, Recipients, Method

The Information Security Manager or designate must provide a written report to the OAG CISO and the OAG Contract Manager by electronic mail *within twenty-four (24) hours of determination that OAG Data is involved in the incident.*

4.1.2. Report Content

- Disclosure of all information relating to the incident
- Results of preliminary damage analysis
- Time, nature of incident; mitigation efforts; corrective actions; estimated recovery time

4.2. Daily Status Report to OAG:

4.2.1. Daily OAG Status Report Time Frame, Recipients, Method

The Information Security Manager or designate must provide a *daily* oral status report to the OAG CISO or designate and an electronic mail message follow up to the OAG CISO and the OAG Contract Manager

4.2.2. Report Content

- Current damage analysis
- Status of containment, eradication, recovery efforts

4.3. Final Report to OAG:

4.3.1. Final OAG Report Time Frame, Recipients, Method

The Information Security Manager or designate must provide a final written report by electronic mail to the OAG CISO and the OAG Contract Manager *within five (5) days of the completion of the final damage analysis and the completion of the eradication/recovery phases but prior to incident closure.*

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4.3.2. Report Content

- Cause of security incident
- Nature of security incident
- Description of cure, effective date, description of how cure protects from recurrence
- Certification Statement: County's security program is operating with the effectiveness required to assure that the confidentiality and integrity of OAG Data are protected

Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors

ATTACHMENT H

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_rev1.pdf

Contact Name	Title	Company Name and Address		Phone
You may attach an inventory of the media if needed for bulk media disposition or destruction.				
Media Type		Media Title / Document Name		
<input type="checkbox"/> HARD COPY	<input type="checkbox"/> ELECTRONIC			
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)				
Dates of Records				
Document / Record Tracking Number		OAG Item Number	Make / Model	Serial Number
Item Sanitization	<input type="checkbox"/> CLEAR	Who Completed?	<input type="checkbox"/> Who Verified?	
	<input type="checkbox"/> PURGE	Phone	Phone	
	<input type="checkbox"/> DESTROY	DATE Completed		
Sanitization Method and/or Product Used				
Final Disposition of Media	<input type="checkbox"/> Reused Internally	<input type="checkbox"/>	Destruction / Disposal	
	<input type="checkbox"/> Reused Externally	<input type="checkbox"/>	Returned to Manufacturer	
	Other:			
Comments:				
If any OAG Data is retained , indicate the type of storage media, physical locations(s), and any planned destruction date.				
Description of OAG Data Retained and Retention Requirements:				
Proposed method of destruction for OAG approval:		Type of storage media?		
		Physical location?		
		Planned destruction date?		
<p>Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used.</p> <p>Authorized approval has been received for the destruction of media identified above and have met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and are not pending any open records requests.</p>				
Records Destroyed by:		Records Destruction Verified by:		
Signature	Date	Signature	Date	
Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.				
Send the signed Certificate of Destruction to:				
OAG: Child Support Division, Information Security Office, PO Box 12017, Austin, TX 78711-2017				

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Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_rev1.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information (FTI). These guidelines are also required for sensitive or confidential information that may include personally identifiable information (PII) or protected health information (PHI). NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy.** Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.
2. For media to be reused outside your organization or if leaving your organization for any reason, use the **PURGE** procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.
3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
4. For media that has been damaged (i.e. crashed drive) and can not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval.
6. Send the signed Certificate of Destruction to:

OAG: Child Support Division
 Information Security Office
 PO Box 12017
 Austin, TX 78711-2017

FAX to: 512-460-6070

or send as an email attachment to:

Kathleen.Donaho-Jaeger@cs.oag.state.tx.us

Final Distribution of Certificate	Original to:	Kathleen Donaho-Jaeger, Information Security Officer 512-460-6021
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager

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 Attorney's Office Family Violence Division
Contact Person/Title:	M. Ellen L. Parsons, LMSW
Phone Number:	512-854-3200 or 512-854-9415

Grant Title:	Family Violence Accelerated Prosecution Program		
Grant Period:	From:	9/1/2010	To: 8/31/2011
Grantor:	State of Texas, Office of the Governor, Criminal Justice Division, (STOP VAWA Federal Act.)		
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:	\$88,948	\$0	\$0	\$31,220	\$16,675	\$136,843
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	\$88,948	\$0	\$0	\$31,220	\$16,675	\$136,843
FTEs:	1.50					1.50

Permission to Continue Information				
Funding Source (Account number)	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE
001-1920-541-0701	\$5,672	\$5,672	\$11,344	.00

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

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Applicable Depart. Measures						
Average # days to file to file a FV Misd Case	Under 20	16				Under 15
# of FV cases set fro JTR per month	Under 400	378				Under 300
Measures For Grant						
#911 wave files requested	150	167				175
Outcome Impact Description	We want to show 911 wave file requests increase by the Court 4 Intake Attorney.					
# of crime photos requested	150					175

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Outcome Impact Description	We want to show crime photo requests increase by the Court 4 Intake Attorney.					
# of meds records requested	20	13				30
Outcome Impact Description	We want to show medical record requests increase by the Court 4 Intake Attorney.					

PBO Recommendation:

PBO recommends approval for the permission to continue this program until a final award is received. Any General Fund money that will be used to continue the program will be reclassified against the grant once the grant funds are received, therefore there will be no effect on the General Fund's ending fund balance.

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 Travis County Attorney's Office seeks to continue enhancing its victim outreach services and increase the efficiency of prosecuting family violence criminal cases.

The high volume of family violence cases, each with a victim needing outreach, combined with a historically slow intake process and the request for trials have contributed to a large backlog of jury trials in past years.

In Jan 2010 the # of Jury Trials set in County Court #4 was 353. Travis County would like to decrease this # to less than 300 a month.

With grant funds, the County Attorney was able implement an accelerated prosecution program in March 2007. Accelerated prosecution is the process of using the same prosecutorial team from the time a complaint is reviewed until a final disposition in the case is reached. Utilizing accelerated prosecution avoids the traditional intake process and its inherent time delays. Instead of two departments reviewing one case, family violence cases will be comprehensively reviewed and prosecuted by the same team of family violence prosecutors. With a streamlined intake process, the County Attorney will reduce the family violence filing days from 60 days to less than 15 days. Attorneys report that cases were being filed in under 15 days currently due to our current grant funds. Accelerated prosecution has made a significant impact on the filing process.

Furthermore, accelerated prosecution allows for prosecutors to plan case strategy earlier. Recommendations for punishment can be made sooner and evidence such as 911 tapes, photographs and medical records can be obtained earlier. Before such evidence might be lost.

The following table shows an increase of evidence requested since intake prosecutor was hired with grant funds in Oct 2009.

2009 Average Requested a month	Jan 2010	Requested	Increase amount
911 Wave Files	47	169	+122
Crime Photos	55	150	+95
Medical Records	15	37	+22

Accelerated prosecution would also allow for the prosecutorial staff and the victim to build rapport earlier, giving the victim more faith in the criminal justice system and making it less likely that the victim will recant.

Expanding personnel is a critical component of creating a family violence accelerated prosecution program. Implementing an accelerated prosecution program increases the rate of disposition of family violence cases and enhances victim outreach services. Through this grant, we have been allotted funding to hire 1.0 FTE intake prosecutor for this next contract period from 9/1/2010-08/31/2011.

Another vital component of accelerated prosecution is providing victim advocacy in-court year-round. With the match funded victim counselor and volunteer victim counselor interns providing services it is anticipated that these victim counselors could provide 500-600 family violence victims outreach services in the grant period.

Through the assistance of grant funds, the Family Violence Division of the Travis County Attorney's Office is taking a multi-disciplinary approach, employing victim counselors and prosecutors, to address the issue of domestic violence. While we seek to increase our prosecution efforts through the implementation of accelerated prosecution, we also recognize the need to provide services to the victims involved in each family violence case the County prosecutes.

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

This current grant is available 1-year at a time. If the TCAO performs adequately then we have priority eligibility to re-apply for an additional year. We are required to provide a match and office space, equipment, and supplies for grant funded employees. The info in the next section provides information about the match required.

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

A 35% match for this new grant contract.

The TCAO provides an in-kind match of UT Social Work Volunteer Victim Counselor Interns. Their work provides a total of \$16,675 of in-kind match. 960 hours total (\$17.37 an hour.)

The TCAO also provides a cash-match of 56% of a Victim Counselor position. This position provides \$31,220 of a cash-match.

The Victim Counselor provides supervision to the Victim Counselor Interns which overall is related to the impact of the victim services provided for the outcome of this grant as well.

Should costs result from activities not covered by the grant then the TCAO will access discretionary funds.

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

Yes, this grant contract offers a 2% indirect cost allocation.

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.

Accelerated prosecution is a program for the County Attorney that was implemented as a pilot as a result of a previous grant contract. Accelerated prosecution has shown to be a highly effective process. Accelerated prosecution has cut down filing of family violence cases from an average under 60 days to under 15 days in one year.

The effectiveness of accelerated prosecution has been positive and effective. If this program does not meet the needs of our agency and the community, in the future, then we will likely use

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the traditional intake method. The traditional intake method, a primary function of our agency, would not incur additional costs or use of departmental resources.

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

It would benefit TCAO to continue with this accelerated prosecution due to its effectiveness mentioned in question number 1. Accelerated prosecution has shown to be a highly effective process. Accelerated prosecution has cut down filing of family violence cases from an average under 60 days to under 15 days in one year .

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.

Continuing an accelerated prosecution program funded by the grant, the County Attorney seeks to continue reducing the family violence filing days by from under 60 days to under 15 days. Additionally, the 1.0 FTE prosecutor will assist with managing the ever-increasing family violence caseload; the FY10 expected caseload is over 3,700 family violence cases.

Accelerated prosecution creates an opportunity for punishment recommendations and case strategy that start at the date of filing, rather than waiting until the defense attorney places the case on a particular docket, which traditionally has been the jury docket. Ultimately, accelerated prosecution will continue to speed up the disposition of a criminal case with faster filing and continuity of the prosecutorial staff from intake to disposition. Accelerated prosecution is proving to be a vital part of our agency.

DAVID ESCAMILLA
COUNTY ATTORNEY



COUNTY ATTORNEY'S OFFICE

314 W. 11TH ST.

SUITE 300

AUSTIN, TEXAS 78701

10 JUL 31 2010 Phone: (512) 854-9415

Fax: (512) 854-9316

PERMISSION TO CONTINUE MEMORANDUM

Katie Petersen – PBO Analyst

David Escamilla, TCAO

Steve Capelle, TCAO

Mack Martinez, TCAO

Jim Connolly, TCAO

Matthew Naper, Auditor's Office

Chantelle Abruzzo, TCAO

Amanda Valdes, TCAO

Amy Barba, TCAO

TO:
FROM: M. Ellen L. Parsons, LMSW, TCAO
DATE: 8/3/10

2011 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant

RE: Permission to Continue – Grant #2104402

Dear Katie Petersen,

The Travis County Attorney's Office is requesting that Commissioner's Court approve a Permission to Continue our Grant Funded Accelerated Prosecution Program in the Family Violence Division that begins the new year on 9/1/10. Funding for this program will come from the 2011 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant.

TCAO is awaiting the grant contract at this time. TCAO has received verbal assurance from the CAPCOG (Capitol Area Council of Governments) and the grantor government agency, OOG/CJD (Office of the Governor/Criminal Justice Division), that Travis County will receive notification of the grant contract after 9/1/10. CAPCOG anticipates the notification should arrive in the month of 9/2010. TCAO will create a budget adjustment and budget transfer for Travis County to temporarily contribute funding for the grant project from 9/1/10-9/30/10.

Chart of Travis County Contribution Funding Amounts for month of 9/2010:

<u>Time Frame</u>	<u>Category</u>	<u>Salary & Fringe Total</u>
9/1/10 – 9/30/10	Intake Prosecutor for TCAO/FV Division	\$5672.00

*TCAO requests that Travis County contributes \$5672.00 to fund this project from 9/1/10-9/30/10. When grant contract arrives, it will be submitted to Commissioner's Court. If the contract is approved and the revenue is certified by the County Auditors, then the temporary County contribution will be repaid by grant funds.

Enclosed for your review are the following documents:

- 1) Grant Summary Sheet/Permission to Continue

Should you have any questions regarding this grant, please contact me.

Sincerely,

M. Ellen L. Parsons, LMSW

M. Ellen L. Parsons, LMSW

Senior Victim Counselor

Office: 512-854-3200, fax: 512-854-9316

Travis County Attorney's Office Family Violence Division

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Travis County Commissioners Court Agenda Request

Please consider the following item for:

Voting Session: August 17, 2010

I. A. Request made by: Rodney Rhoades, PBO

Phone 4-8679

Requested Text: Consider and take appropriate action on setting the Calendar Year 2011 Sheriff's and Constables' Fee Schedule

C. Approved by: _____

Signature of Commissioner or County Judge

II. A. All backup material needs to be attached to the Agenda 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 and send a copy of this Agenda Request and backup to them:

County Auditor's Office, 4-9125
County Attorney's Office, 4-9415
Constables' Offices

III. BUDGET OR PERSONNEL REQUESTS. Please check if applicable:

_____ Additional funding for any department or for any purpose
_____ Transfer of existing funds within or between any budget
_____ A change in your department's personnel (reclassifications, etc.)

Please coordinate through the County Planning and Budget Office (473-9106) or the Human Resources Department BEFORE submitting any agenda item that involves any budget or personnel issue.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials MUST be submitted to the County Judge's Office in writing by 5:00 PM on Monday for the next week's meeting. Agenda Requests missing this deadline will be considered for the next subsequent Commissioners Court meeting, as will Agenda Items without appropriate back-up material, including a signed budget transfer form.



PLANNING AND BUDGET OFFICE TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Randy Lott, Budget Analyst

DATE: August 6, 2010

RE: Setting Fees Charged by the Constables and Sheriff of Travis County in 2011

Under Section 118.131 of the TEXAS LOCAL GOVERNMENT CODE, the Commissioners Court must set the fees to be charged for services by the offices of the Sheriff and Constables before October 1 of each year to be effective January 1 of the following year. For calendar year 2011, based on input from the Constable and Sheriff's offices, there are no recommended changes to the fee schedule.

I have attached a copy of a recommended order and schedule of fees for your review and consideration. These documents have been reviewed by the County Attorney's Office and Auditor's Office. If you have any questions or comments, please call me at 854-9726.

cc: Danny Thomas, Constable, Precinct 1
Adan Ballesteros, Constable, Precinct 2
Richard McCain, Constable, Precinct 3
Maria Canchola, Constable, Precinct 4
Bruce Elfant, Constable, Precinct 5
Greg Hamilton, Sheriff
Rodney Rhoades, Leroy Nellis, Bill Derryberry, PBO
Blain Keith, Carolyn Damron, County Auditor's Office
Jim Connolly, Assistant County Attorney

SCHEDULE OF FEES TO BE CHARGED
FOR SERVICES† BY THE OFFICES OF THE SHERIFF
AND CONSTABLES OF TRAVIS COUNTY IN 2011
Effective January 1, 2011

CITATION (County and District Court)	\$ 70.00
CITATION (Small Claims and Justice Court)	70.00
CITATION (Probate, by posting)	70.00
SUBPOENA (Civil)	70.00
SUMMONS (Civil)	70.00
FORCIBLE DETAINER	70.00
INJUNCTION	105.00
TURNOVER ORDER*	105.00
WRIT OF EXECUTION*	205.00
ORDER OF SALE*	205.00
TEMPORARY RESTRAINING ORDER	105.00
WRIT OF POSSESSION	150.00
PROTECTIVE ORDER (to be charged to respondent)	130.00
WRIT OF ATTACHMENT	145.00
WRIT OF SEQUESTRATION	145.00
WRIT OF GARNISHMENT	105.00
DISTRESS WARRANT	205.00
WRIT OF RE-ENTRY	150.00
PROPERTY CODE SHOW CAUSE ORDER	70.00
OTHER WRITS	105.00
MENTAL/ALCOHOL/DRUG COMMITMENT	15.00
PEACE BOND	15.00
POSTING WRITTEN NOTICE (each)	55.00
TAKING AND APPROVING BOND	30.00
EXECUTING A DEED	30.00
EXECUTING A BILL OF SALE	30.00
CRIMINAL RECORD/WARRANT LETTER	15.00

(†) The fees listed above apply to an unsuccessful attempt to provide this service as well as a successful attempt.

(*) County *commission* due based on percent of monies collected is 10% of 1st \$20,000; and 4% of amounts greater than \$20,000.

For a Writ of Possession served which exceeds two hours and for Writs served out of county that exceed two hours, an additional fee of \$50/hour/deputy is required for an officer to perform the service.

Other fees: Issuance, renewal or reinstatement of Alarm Permit: Residential, \$25.00; Commercial, \$50.00. Response to false alarm, if more than five false alarms have occurred within the preceding 12-month period, \$75.00. Sexually Oriented Businesses: Initial registration for exemption, \$50.00; Renewal of exemption, \$25.00; Initial or renewal application for Sexually Oriented Business License, \$500.00; Initial or renewal application for Operator's License, \$50.00; issuance of duplicate registration or license, \$15.00.

Approved by Travis County Commissioners Court on August 10, 2010.

TRAVIS COUNTY, TEXAS

BY: _____
Samuel T. Biscoe, Travis County Judge

ORDER OF THE COMMISSIONERS COURT
SETTING FEES TO BE CHARGED BY THE OFFICES
OF THE SHERIFF AND CONSTABLES IN 2011

STATE OF TEXAS

COUNTY OF TRAVIS

Pursuant to Section 118.131 of the TEXAS LOCAL GOVERNMENT CODE, it is hereby ORDERED that the fees to be charged for services by the offices of the Sheriff and Constables of Travis County in 2011 be and the same are hereby set in the amounts set out in the Schedule of Fees to Be Charged for Services by the Offices of the Sheriff and Constables of Travis County in 2011 which is attached hereto and made a part hereof.

ORDERED THIS 17th DAY OF AUGUST 2010.

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct One

Sarah Eckhardt
Commissioner, Precinct Two

Karen Huber
Commissioner, Precinct Three

Margaret Gómez
Commissioner, Precinct Four

Travis County Commissioners Court Agenda Request

Voting Session_ August 17, 2010
(Date)

Work Session
(Date)

I. A. Request made by: Rodney Rhoades _____ Phone # 854-8679
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on the blocking and stacking alternatives for 700 Lavaca proposed by the Broaddus team as a part of the Travis County Central Campus Master Plan.

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

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

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

David Escamilla, County Attorney	854-9415
Dolores Ortega-Carter, Travis County Treasurer	854- 9365
Susan Spataro, Travis County Auditor	854-9125
Cyd Grimes, Travis County Purchasing Agent	854-9700
Danny Hobby, Executive Manager Emergency Services	854-9367
Roger Jefferies, Executive Manager Justice & Public Safety	854-4415
Sherri Fleming, Executive Manager Health & Human & Veterans' Services	854-4100
Joe Gieselman, Executive Manager Transportation & Natural Resources	854-9383
Roger El Khoury, Director Facilities Management Department	854-4579
Joe Harlow, Chief Technology Officer, ITS	854-9175
Deece Eckstein , Intergovernmental Relations Coordinator	854-9754
Steven Broberg, Director, Records Management & Comm. Resources	854-9575
Diane Blankenship, Director, Human Resources Management Dept.	854-9165
Belinda Powell, Strategic Planning Manager, PBO	854-9106
Leslie Stricklan, AIA, Sr. Project Manager, FMD	854-4778

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item budget

- _____ Grant
 - _____ Human Resources Department(854-9165)
- _____ A change in your department's personnel (reclassifications, etc.)
 - _____ Purchasing Office (854-9700)
- _____ Bid, Purchase Contract, Request for Proposal, Procurement
 - _____ County Attorney's Office (854-9415)
- ___ Contract, Agreement, Policy & Procedure

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



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM DRAFT

August 17, 2010

TO: Members of the Commissioners Court

FROM: Belinda Powell, Strategic Planning Manager *Belinda Powell*
Leslie Stricklan, AIA, Sr. Project Manager, Facilities Management Department *Leslie Stricklan*

SUBJECT: Consider and take appropriate action on the blocking and stacking alternatives for 700 Lavaca proposed by the Broaddus team as a part of the Travis County Central Campus Master Plan.

The Broaddus team has generated two alternative blocking and stacking scenarios for 700 Lavaca, based on the projected space needs for 2035. These space projections for the General Government Departments were developed by Broaddus in the Phase One Needs Assessment of the Central Campus Master Plan and were approved by Commissioners Court for planning purposes on February 2, 2010. Below are the projected square footage totals by office/department for the "current need" and 2035 planning horizon, which were approved for the departments being considered for 700 Lavaca. The Health & Human Services square footages are not shown because it is assumed that this agency will not be located in 700 Lavaca.

General Govt Offices and Departments	Current	2035
Commissioners Court Members Offices	8,330	11,165
Commissioners Courtroom & Support	7,905	7,905
County Treasurer's Office	3,804	5,705
County Auditor's Office	33,602	59,350
Purchasing Office	10,282	16,816
Transportation & Natural Resources Department	26,839	43,419
Criminal Justice Planning	3,335	6,719
Planning & Budget Office	5,403	7,347
Administrative Operations	1,696	2,101
Human Resource Management Department	7,063	12,123
Facilities Management Department	12,081	17,767
Information & Telecommunications Systems Dept.	21,203	32,932
Records Management & Comm. Resources Dept.	6,099	7,981
Intergovernmental Relations	1,715	2,525

These areas are Net Occupiable Square Feet (NOSF) projected using a factor of 1.35 for internal circulation corridors. After testing several space layouts for the unusual geometry of angled walls in the 700 Lavaca tower floors, the Broaddus team concluded that the internal circulation factor needed to increase from 1.35 to 1.42 to create workable plans. This increases the spaces projections by 7%.

In addition to these office/departmental area totals, the planning for 700 Lavaca includes several Building Amenity and Campus Amenity elements included in the Phase One Needs Assessment:

- Up to 12 large conference rooms (600 SF or greater), which can be shared between departments.
- 1 multi-function space (3,600 SF with movable divider walls), which can also be used by community groups.
- 2 large conference/training rooms (1,452 SF each)

The Broaddus presentation attached explains the planning assumptions and criteria which guided the two alternative blocking and stacking scenarios for 700 Lavaca. One scenario includes the Information & Telecommunications Systems (ITS) Department and the other scenario includes the Transportation & Natural Resources (TNR) Department. In order to approve a 2035 blocking and stacking concept for 700 Lavaca, the Commissioners Court will need to choose which of these two departments will be located in 700 Lavaca, and which one will be located elsewhere in the Central Campus. Both departments feel strongly that they should be located in 700 Lavaca and have presented their reasons in the attached memos.

The initial occupancy for the building is not included in this master plan presentation. The initial occupancy plans will be developed by the Facilities Management Department based on the approved 2035 blocking and stacking concept and accommodating the existing leased areas. The attached diagram is provided for general information showing when the various areas of the building will become available for County occupancy as the leases expire.

EXHIBITS:

- 1) Broaddus presentation of proposed blocking and stacking for 700 Lavaca
- 2) Memo from Joe Harlow, ITS
- 3) Memo from Joe Gieselman, TNR
- 4) Space availability diagrams for 700 Lavaca

COPY TO:

David Escamilla, County Attorney
Dolores Ortega-Carter, Travis County Treasurer
Susan Spataro, Travis County Auditor
Cyd Grimes, Travis County Purchasing Agent
Rodney Rhoades, Executive Manager Planning & Budget
Danny Hobby, Executive Manager Emergency Services
Roger Jefferies, Executive Manager Justice & Public Safety
Sherri Fleming, Executive Manager Health & Human & Veterans' Services
Joe Gieselman, Executive Manager Transportation & Natural Resources
Roger El Khoury, Director, Facilities Management Department
Joe Harlow, Chief Technology Officer, Information & Telecommunications Systems Department
Deece Eckstein, Intergovernmental Relations Coordinator
Steven Broberg, Director, Records Management & Communication Resources
Diane Blankenship, Director, Human Resources Management Department
Sydnia Crosbie, Chair, Travis County Parking Committee

TRAVIS COUNTY CENTRAL CAMPUS STUDY

FOR STRATEGIC NEEDS ANALYSIS & FACILITIES MASTER PLAN

Commissioners Court Presentation – 700 Lavaca – August 17, 2010



**BROADDUS
& ASSOCIATES**
INNOVATIVE PROJECT MANAGEMENT AND PLANNING

RICCI GREENE ASSOCIATES
WIGINTON HOOKER JEFFRY
ARCHITECTS

700 LAVACA BLOCKING & STACKING



PLANNING ASSUMPTIONS & CRITERIA

- Use 2035 programmed square footages to test fit for the Master Plan after most tenant leases expire
- Maintain exterior walls, columns, and core of the building, including the 2-hour fire walls/corridors for the existing core (elevator, stair, mechanical shafts)
- Ideally moves departments /offices once for minimal disruptions and expense
- Uses County developed Adjacency Matrix
 - Strong Adjacencies
 - Desirable Adjacencies
- Locates high-traffic departments /offices on lower floors
- Locates multi-floor departments /offices on contiguous floors
- Implement sustainable practices
 - Re-allocate existing partitions where feasible without compromising space program and maintaining an efficient layout
 - Provide natural light into interior spaces

PLANNING ASSUMPTIONS & CRITERIA, CONT.

- Best use of existing Building Amenities
 - North & south interior stairs
 - North street access door
 - Exercise room and showers
 - Elevator – Basement to 1st floor
 - Elevator – Basement to 6th floor
- Assume County Attorney and Health & Human Services will not be in 700 Lavaca
- Assume the Health & Wellness Clinic Unit will not be in 700 Lavaca
- Assume the Mini-Data Center is not in 700 Lavaca

DIRECTIONS NEEDED

- ITS or TNR located in 700 Lavaca?
- Cafeteria
 - Should a cafeteria be included in 700 Lavaca?
 - If included, consider the Campus Master Plan short term and future needs? (Existing locations , phasing, and demand for service)

700 LAVACA SCHEME

TRAVIS COUNTY CENTRAL CAMPUS STUDY

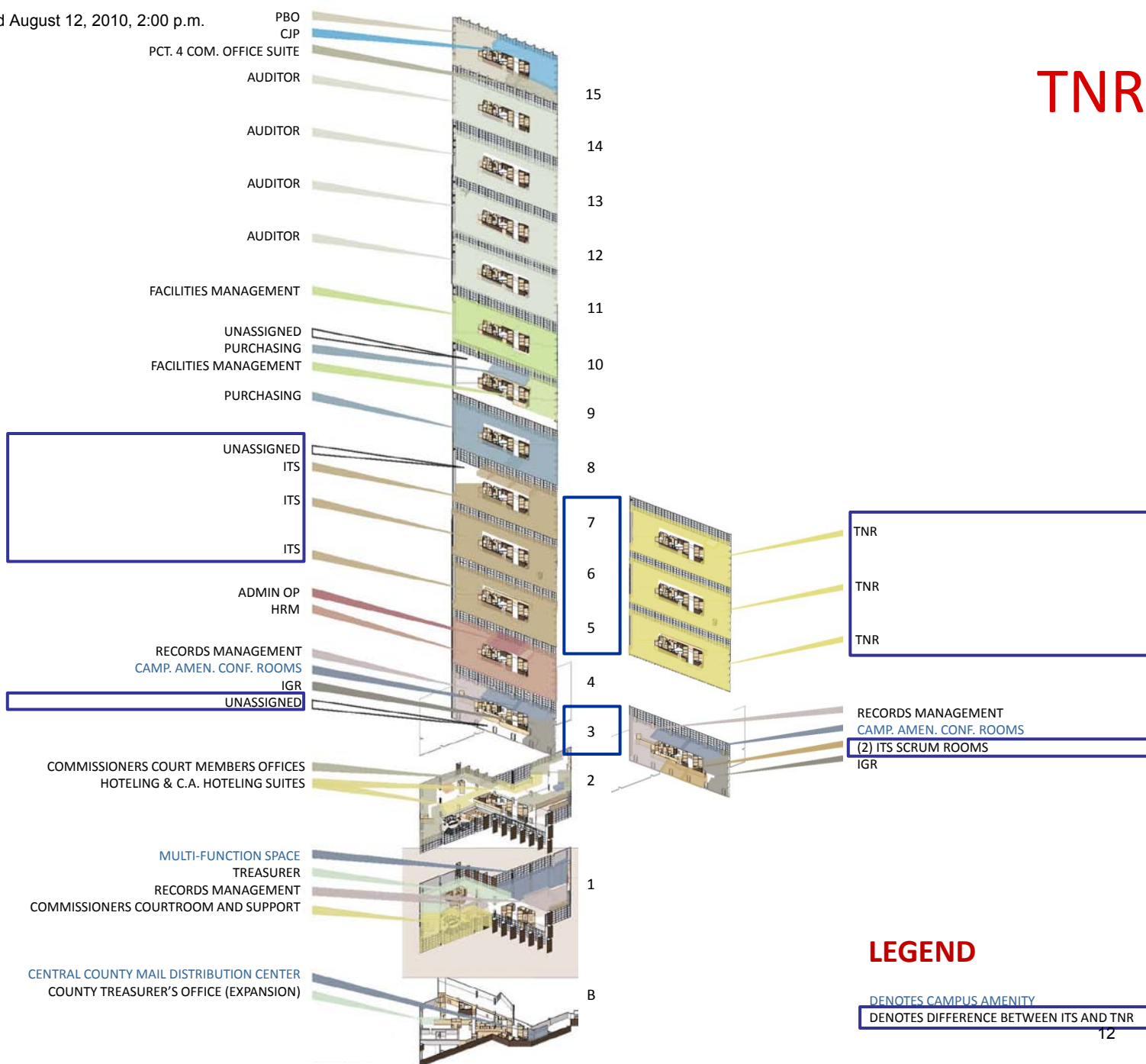


HIGHLIGHTS

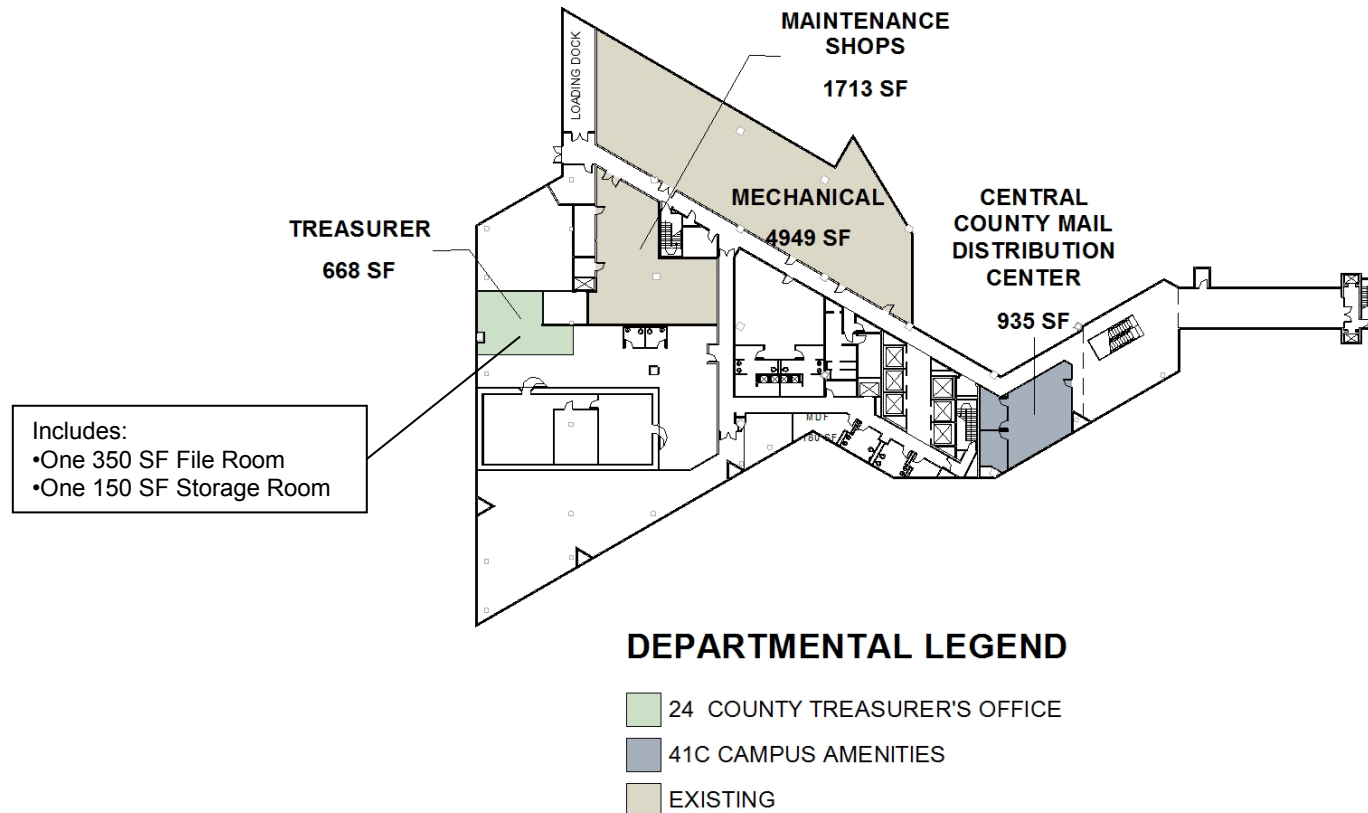
- Lease studies
 - Tenant areas have been considered, however, the following scheme only shows the 2035 occupants of 700 Lavaca
 - Lease assumptions will be adjusted as information becomes available
- Commissioners Courtroom is located on the east (plaza) side of the first floor
 - Anomaly in column grid on the east (plaza) side allows for proper circulation and desired sight lines
 - The larger two-story volume allows for greater design flexibility with regard to the ceiling design as well as the flow of people in and out of the courtroom
 - East (plaza) side allows for back-of-house circulation for Commissioners Court Members
- Multi-Function Space is located on the west side of the 1st floor
 - Moveable wall partitions can be located effectively along column lines and at the perimeter of the 2-story open area
- Treasurer is located on the south end of the 1st floor
- Media Services is located on the 1st floor and the remainder of Records Management on the 3rd floor
- Executive and County Attorney Hoteling Suites are on the 2nd floor
 - Utilizing the existing north and south stairs for quick access to the Commissioners Courtroom on the 1st floor

ITS

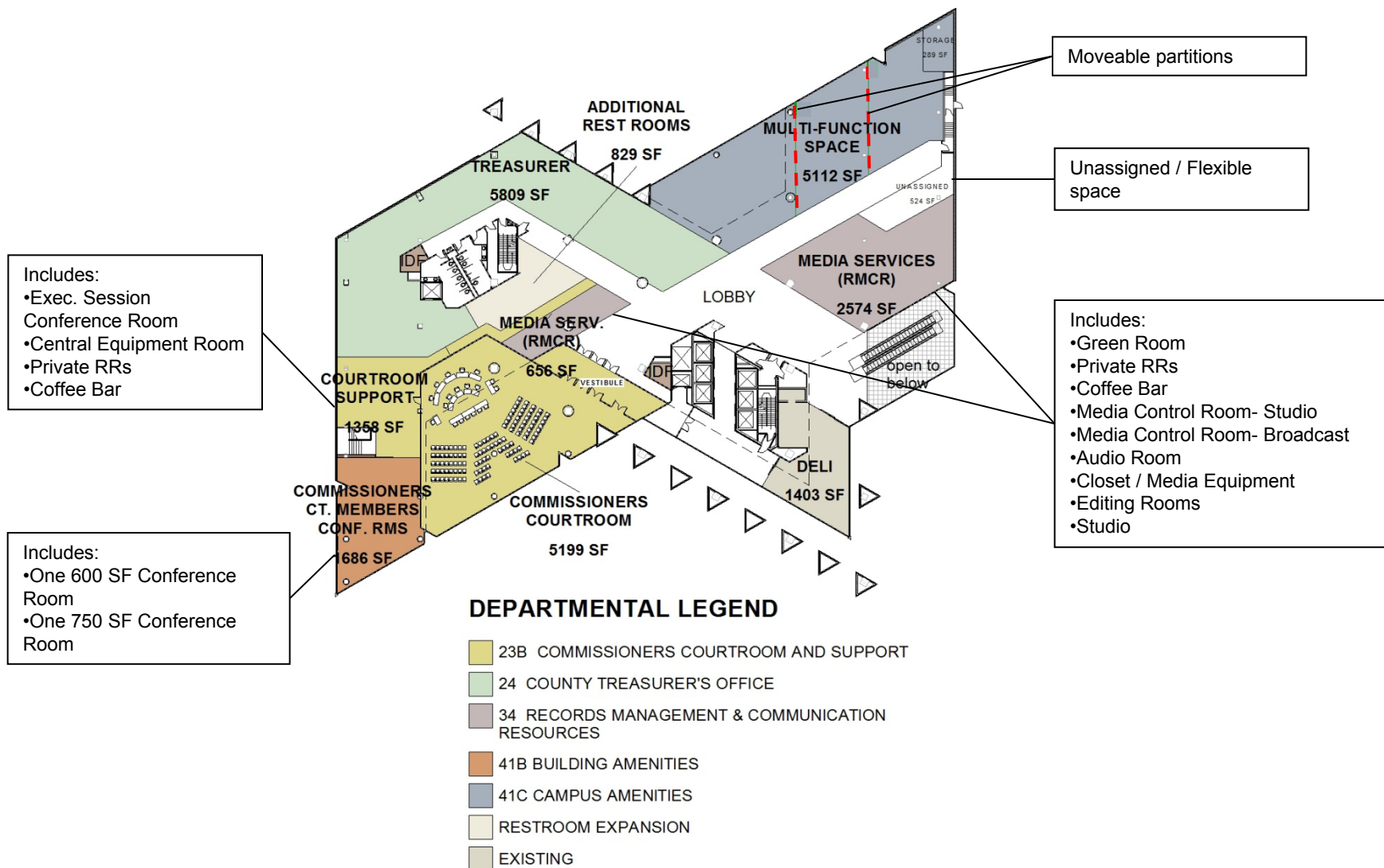
TNR



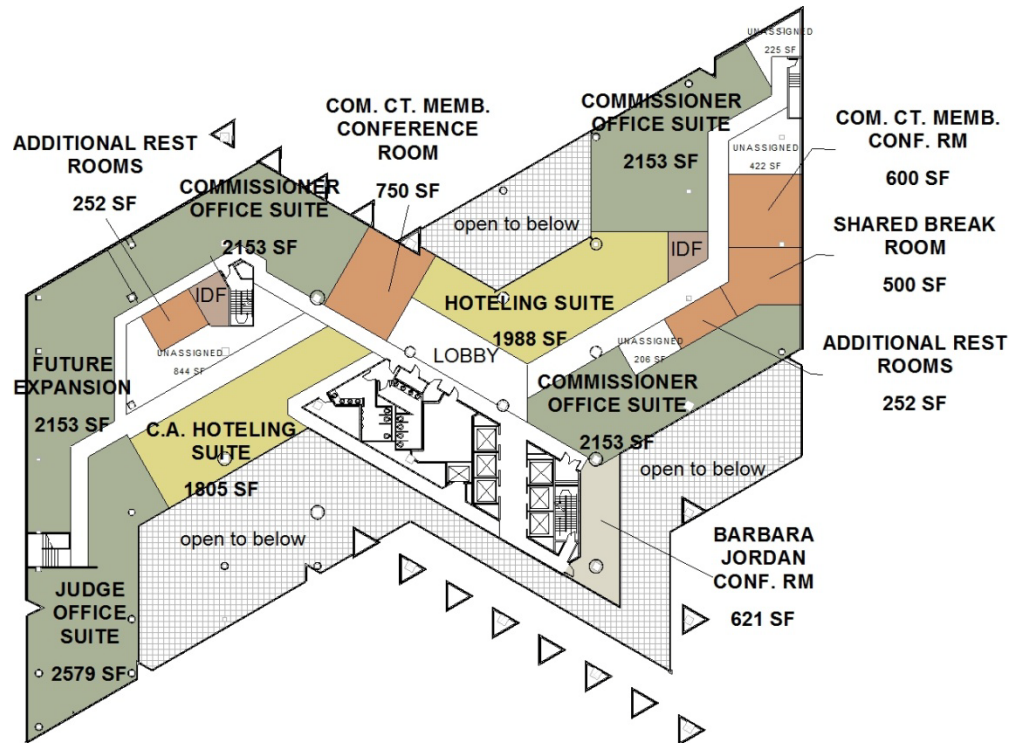
BASEMENT FLOOR PLAN



FIRST FLOOR PLAN



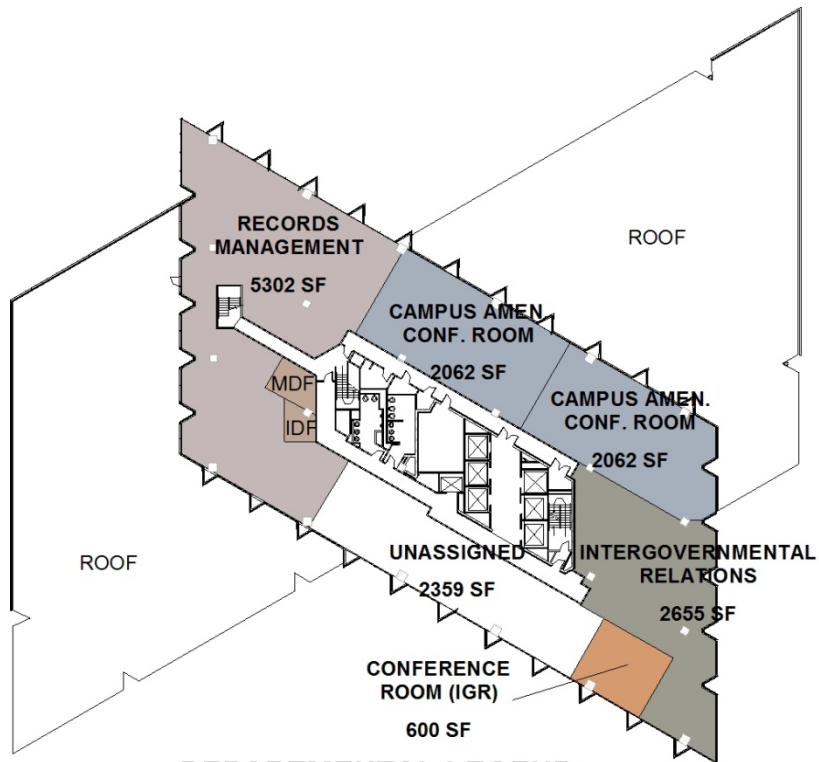
SECOND FLOOR PLAN



DEPARTMENTAL LEGEND

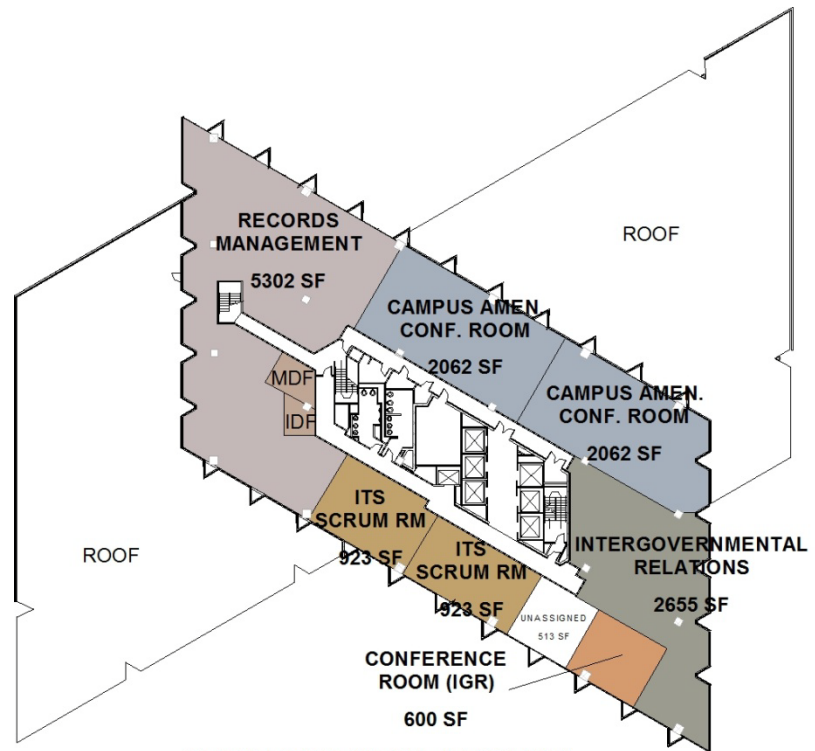
- 23A COMMISSIONERS COURT MEMBERS OFFICES
- 23B COMMISSIONERS COURTROOM AND SUPPORT
- 41B BUILDING AMENITIES
- EXISTING

THIRD FLOOR PLAN



DEPARTMENTAL LEGEND

- 34 RECORDS MANAGEMENT & COMMUNICATION RESOURCES
- 36 INTERGOVERNMENTAL RELATIONS
- 41B BUILDING AMENITIES
- 41C CAMPUS AMENITIES



DEPARTMENTAL LEGEND

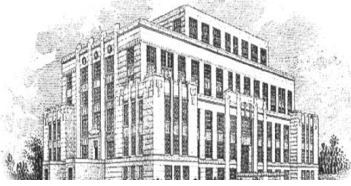
- 33 INFORMATION & TELECOMMUNICATIONS SYSTEMS
- 34 RECORDS MANAGEMENT & COMMUNICATION RESOURCES
- 36 INTERGOVERNMENTAL RELATIONS
- 41B BUILDING AMENITIES
- 41C CAMPUS AMENITIES

ITS

TNR

QUESTIONS / DISCUSSION





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) 854-9372 Fax (512) 854-9633

To: Judge Biscoe, County Commissioners

From: Joe Harlow, Chief Information Officer

Date: May 24th 2010

Re: ITS Move to 700 Lavaca

I would like to recommend to the Court that ITS be given top consideration when determining which departments will be located at 700 Lavaca. I understand the final decision will be made soon and I wanted to be sure you all had the perspective from ITS.

(1) ITS is currently located in five different locations in the downtown area today plus our County Training Center located at the Airport North Campus location. This has posed a burden on our day to day operations, especially when ITS is engaged in recovery operations from an outage of computer services as we have to work closely with the departments effected and the various divisions within ITS. ITS needs to have all our staff located together in a single location in order to coordinate problem resolution and the implementation of upgrades to the department applications as well as new systems.

(2) It is especially important that ITS is located near the departments we serve. In particular the Purchasing Department, is critical in order to procure the needed system and equipment upgrades. We meet with the Purchasing agent and staff on a regular basis in order to facilitate this activity.

(3) Auditing is another critical department we work with on a daily basis. ITS needs to work closely with the Audit Department in support of the daily processing needs of the General Ledger and the other systems critical to the Audit operations. The need to be in close proximity to the Audit Department will become even more important as the BEFIT project gets closer to implementation. ITS will play a significant support roll for the BEFIT project.

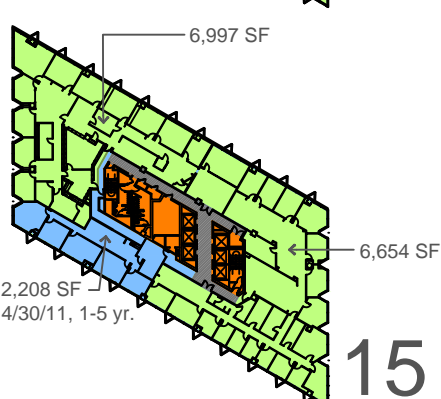
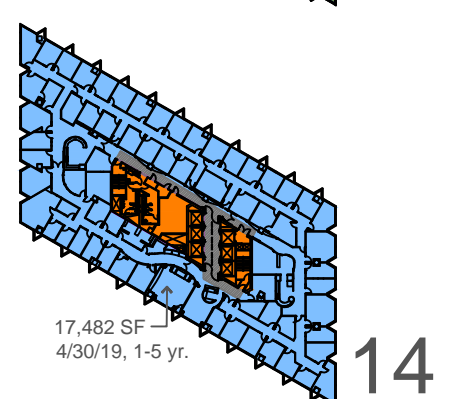
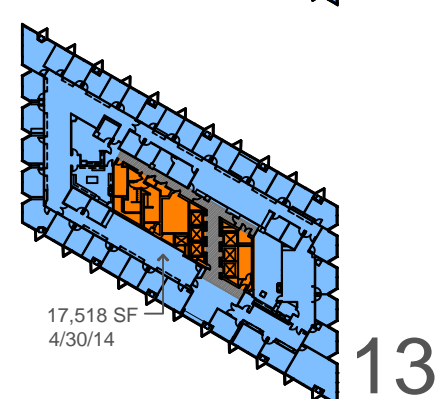
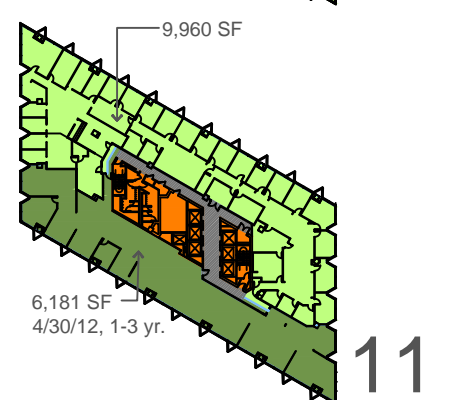
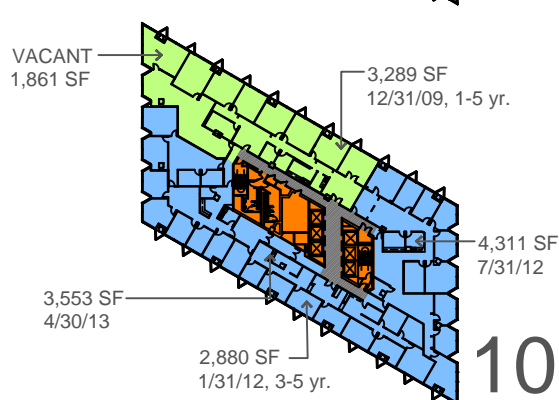
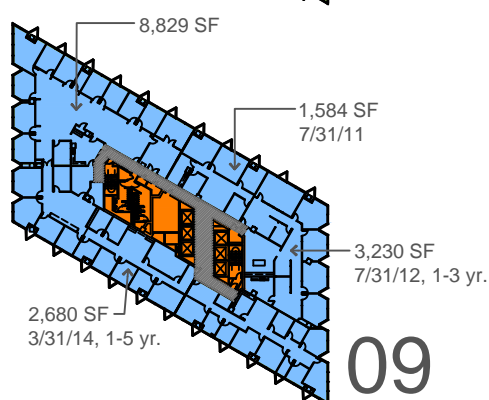
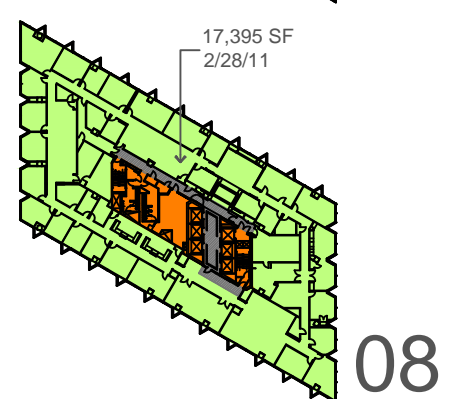
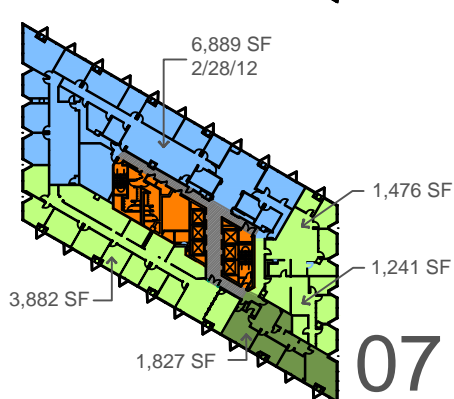
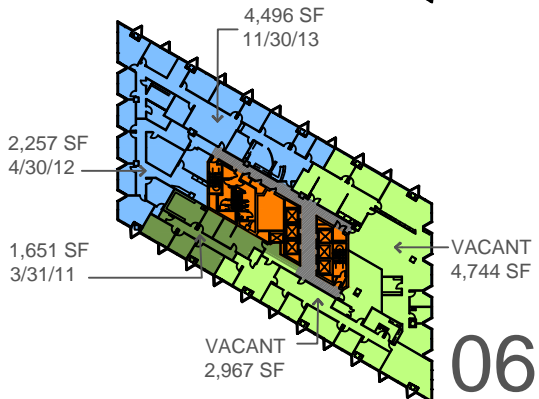
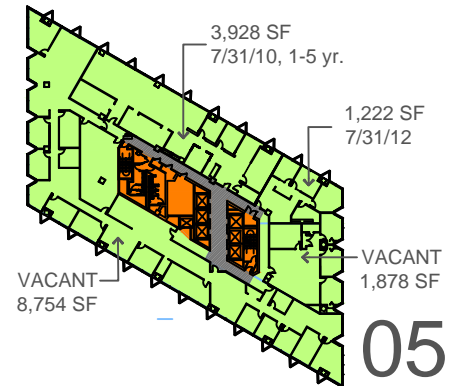
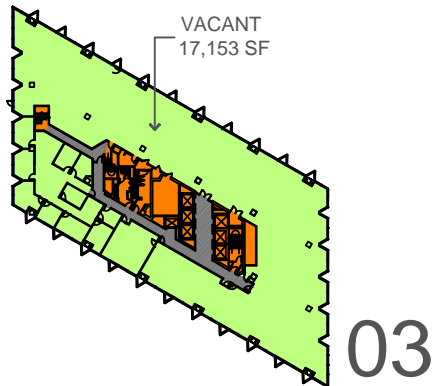
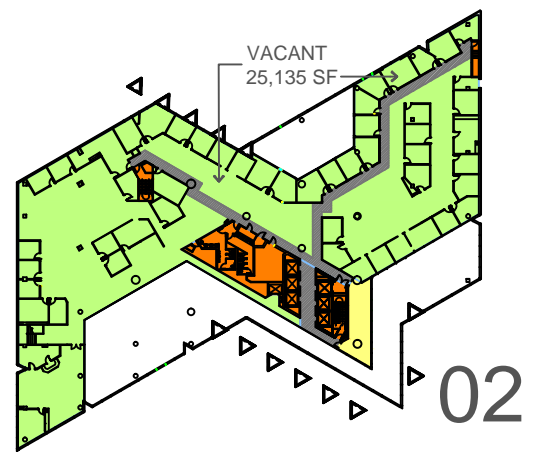
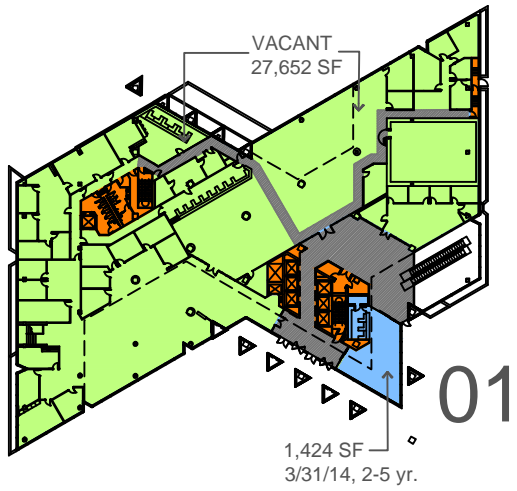
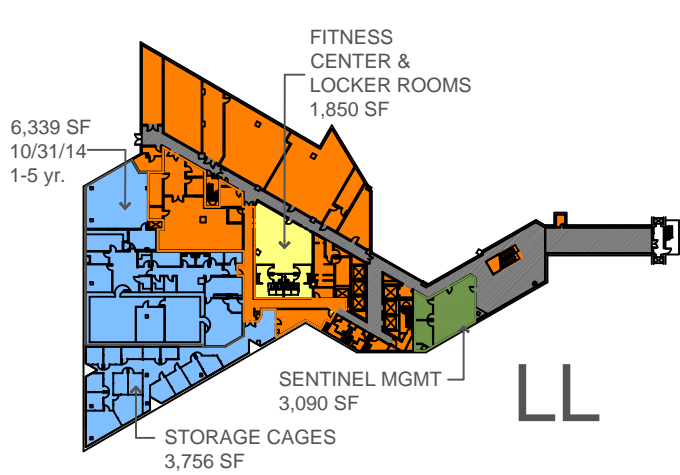
(4) ITS is currently working jointly with the Justice and Public Safety Planning Department to develop a Technology Committee to facilitate the coordination of all technology projects within the County. The objective is to provide a coordinated effort among all departments in a cost effective manner. This is also supported by PBO and the Purchasing Departments as ITS supports these department's daily operations.

(5) ITS also works closely with Human Resources as we have developed an extensive set of applications, especially the Intranet functions to support Open Enrollment. This is not a one time per year event for HR and ITS as we are working on improvements to the functionality and to implement changes to the benefit package all year. In addition we are constantly monitoring the systems to insure all HIPPA requirements are being met as HR goes about the daily business of the Wellness Center and Human Resource functions.

ITS is currently working with the Down Town Planning Committee to develop long range plans for the Data Center. Several options are being considered and this topic will be addressed with the Court in the near term. As part of this planning effort we are developing the concept of a small centralized Network Operations Control Center that can be located with the ITS staff at 700 Lavaca, thereby facilitating the need for ITS staff to be co-located together. The actual Data Center can then be remotely managed from this facility. This concept then allows the location of a new Data Center to be determined based on the best physical characteristics available at any available location.

ITS works closely with all the Departments located in the downtown area today on a daily basis. With ITS located at 700 Lavaca we will be able to continue this close working relationship as the County continues to move other departments to 700 Lavaca when additional floors become available. I welcome the opportunity to discuss this recommendation with you further at your convenience.

FLR	TENANT	CALENDAR YEAR																										End of Current Lease	Renew Option (Years)	Maximum Lease Date
		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035			
LL	Sentinel Management Office																											NA	NA	NA
	Bullion Direct																											10/31/2014	1-5	10/31/2019
1	Murphy's Deli																											3/31/2014	2-5	3/31/2019
2																														
3																														
4	Bruce Lipshy																											2/28/2012	1-3	2/28/2015
5	Aguirre, Inc.																											7/31/2013	1-5	7/31/2018
	UT Arlington																											7/31/2012	0	7/31/2012
6	Jerry Gunn																											3/31/2011	0	3/31/2011
	John T. Barrett																											4/30/2012	0	4/30/2012
	Mitchell & Colmenero, LLP																											11/30/2013	1-5	11/30/2018
7	Capitol Area Contractors, Inc.																											6/1/2008	0	M/M
	Frank Denius																											2/28/2011	0	2/28/2011
	Daffer McDaniel, LLP																											2/29/2012	0	2/29/2012
	Midwikis & Granger, PC																											12/31/2010	0	12/31/2010
8	Meyertons, Hood, Kivlin, Kowert & G...																											2/28/2011	0	2/28/2011
9	Texas Charter Schools Association																											3/31/2014	1-5	3/31/2019
	Riggs & Aleshire, PC																											7/31/2012	1-3	3/31/2015
	Hearne & Browder																											3/31/2011	0	3/31/2011
10	Kasling, Hemphill, Dotezal & Atwell																											9/30/2010	0	9/30/2010
	Dwyer, Murphy, Clavert, LLP																											1/31/2012	3 or 5	1/31/2017
	Zunker, Crain & Gibson, LLP																											8/31/2012	0	8/31/2012
	Cary & Lippincott, PLLC																											4/30/2013	0	4/30/2013
11	Travis County DA PIU																											11/30/2011	1-5	11/30/2016
	Arth & Mauzy																											4/30/2012	1-3	4/30/2015
12	Intrado, Inc.																											1/31/2012	1-5	1/31/2017
13	DuBois, Bryant & Campbell, LLP																											4/30/2014	1-4	4/30/2018
14	Austin Suites Management, Ltd.																											11/30/2019	1-5	11/30/2024
15	City of Austin Treasury																											4/30/2011	0	4/30/2011
	Sheppard, Houp & Dworin																											4/30/2011	1-5	4/30/2016
KEY	Current Lease																													
	Lease Option																					</								



SPACE AVAILABLE IN 2011 AND THROUGH 2013

INCLUDES CURRENTLY VACANT SPACE AND
SPACE THAT WILL BE VACATED BY LEASE TENANTS

LEGEND	
	AVAILABLE FOR COUNTY OCCUPANCY
	AVAILABLE FOR COUNTY OCCUPANCY DEC. 2013
	TENANT LEASE SPACE
	CORE (STAIRS, ELEVATORS, MECH., ELEC., JANITOR CL., IDF, ETC.)
	AMENITY (FITNESS CENTER, BARBARA JORDAN CONF ROOM, ETC.)
	PRIMARY CIRCULATION (REQ'D. ACCESS TO CORE, ETC.)

TRAVIS COUNTY
FACILITIES MANAGEMENT DEPT.
ROGER A. EL KHOURY, M.S., P.E., DIRECTOR
1010 LAVACA ST., SUITE 400, AUSTIN, TEXAS

NEW TRAVIS COUNTY ADMINISTRATION BUILDING

700 LAVACA STREET 1 AUSTIN, TEXAS 1 NOT TO SCALE 1 · UPDATED ON AUGUST 11, 2010



8 ✓


TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session:

August 17, 2010

I. A. Request made by:


Leroy W. Nellis, Budget Director, Planning & Budget (ext. 9066)

**Approve Amendment of Economic Development Agreement
between Travis County and Simon Property Group, Inc.**

Approved by:

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

August 11, 2010

TO: Members of Commissioners Court
FROM: Leroy Nellis, Budget Director
SUBJECT: Amendment of Economic Development Agreement between Travis County and Simon Property Group, Inc.

Attached is an Amendment of the Economic Development Agreement between Travis County and Simon Property Group, Inc. (Domain). The amendment is needed in order to resolve the issue involving the certification of the required 1,100 FTE employees hired by the Domain within twelve months after the completion date of the project (March 2008). Domain has maintained that they met the requirement, but we have been unable to verify the numbers via third party audit. The City of Austin agreement with Domain only requires head count (not FTEs) and therefore was in compliance with City requirements. After consultation with the County Attorney's Office, PBO recommended an amendment to the agreement which allows Domain until December 31, 2011 to meet their jobs requirement. The FTE count is verified by the City of Austin Economic Development Office, which in 2009 began auditing the employee and FTE counts for the businesses at the Domain.

PBO recommends approval of the amendment to the agreement.

Cc: Rodney Rhoades
Katie Petersen
Mary Etta Gerhardt

AMENDMENT OF
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN TRAVIS COUNTY AND SIMON PROPERTY GROUP, INC.

This Amendment of Economic Development Agreement ("Amendment") is entered into by and between the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Simon Property Group, Inc. ("Company").

RECITALS

County and EGP Management, L.L.C. ("EGP"), entered into an economic development agreement ("Agreement"), commencing on or about August 26, 2003, under which EGP agreed to develop as a mixed use project certain property located in Travis County, and County agreed to provide certain economic benefits to EGP.

Pursuant to the terms of the Agreement, EGP assigned said Agreement to Company.

The Agreement provides for amendment of the Agreement by written agreement of the Parties.

Pursuant to the Agreement, previous changes have been made by written agreement of the Parties.

County and Company desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement.

NOW THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 COMPANY PERFORMANCE

1.1 **Required Components - Jobs.** The Parties agree to amend Section 5.1.1(c), "Jobs," to change the opening phrase of the first sentences

from: "No later than twelve (12) months after the Completion Date of the Project"
to: "No later than December 31, 2011"

so that Company will have until December 31, 2011, to meet the initial job creation requirement of 1,100 permanent full-time equivalent ("FTE") jobs with the Project.

1.2 **Continued FTE Requirement.** The requirement for continued employment of at least 750 FTE's will take effect the year following the successful achievement of the 1,100 jobs.

1.3 **Reimbursement.** Effective as of the execution of this Amendment, all other terms and provisions of the Agreement will be in full force and effect with December 31, 2011, or the year of the achievement of the 1,100 FTE's, whichever occurs first, being the beginning of the Reimbursement Term (with the understanding that Company has also complied with all other requirements of the Agreement as set forth in Section 5.1.1, and other relevant provisions).

2.0 OTHER PROVISIONS

2.1 **Other Provision Changes.** The Parties agree to change all relevant provisions in the Agreement as necessary to accommodate the change in Section 1.1 of this Amendment, including, but not limited to Section 8.3, "Refund," and Attachment D, Section 2.d.

2.2 **Termination Date Not Effectuated.** The Parties agree that the changes made in this Amendment do not effect the Termination Date of the Agreement which remains either twenty (20) years

from the Completion Date or the date the maximum Agreement Funds have been reimbursed by County to Company under Section 7.0 of the Agreement.

2.3 **Reports.** The Parties understand and agree that all required reports and records will be provided each year during the Agreement, even if requirements have not been met.

30 **INCORPORATION**

31 County and Company hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and Company hereby ratify all the terms and conditions of the Agreement. The Agreement, with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.


4.0 **EFFECTIVE DATE**

4.1 This Amendment is effective when it is approved and signed by both of the Parties.

TRAVIS COUNTY

SIMON PROPERTY GROUP, INC.

BY: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

BY:  _____
Printed Name: Richard S. Sokolov
Title: President and COO
Date: July 21, 2010

Travis County Commissioners Court Agenda Request

9

Voting Session August 17, 2010
(Date)

Work Session _____
(Date)

I. Request made by:

Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759
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 \$939,497.16, for the period of July 30, 2010 to August 5, 2010.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

- A. Backup memorandum is attached.
- B. Affected agencies and officials.

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

III. Required Authorizations: Checked if applicable:

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

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: August 17, 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: July 30, 2010 to August 5, 2010

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$939,497.16

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 \$939,497.16.

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 30, 2010 TO AUGUST 5, 2010

-

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

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: August 17, 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 30, 2010
 TO: August 5, 2010

REIMBURSEMENT REQUESTED: **\$ 939,497.16**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,484,565.02
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: August 10, 2010	\$ (542,218.03)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 939,497.16
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 939,497.16

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 \$67,225.02) 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.

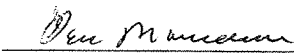
Fifteen percent (15%) of all claims under \$25,000 (\$131,416.25) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$75,303.66.


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.

 8/10/10
 Diane Blankenship, Director, HRMD Date

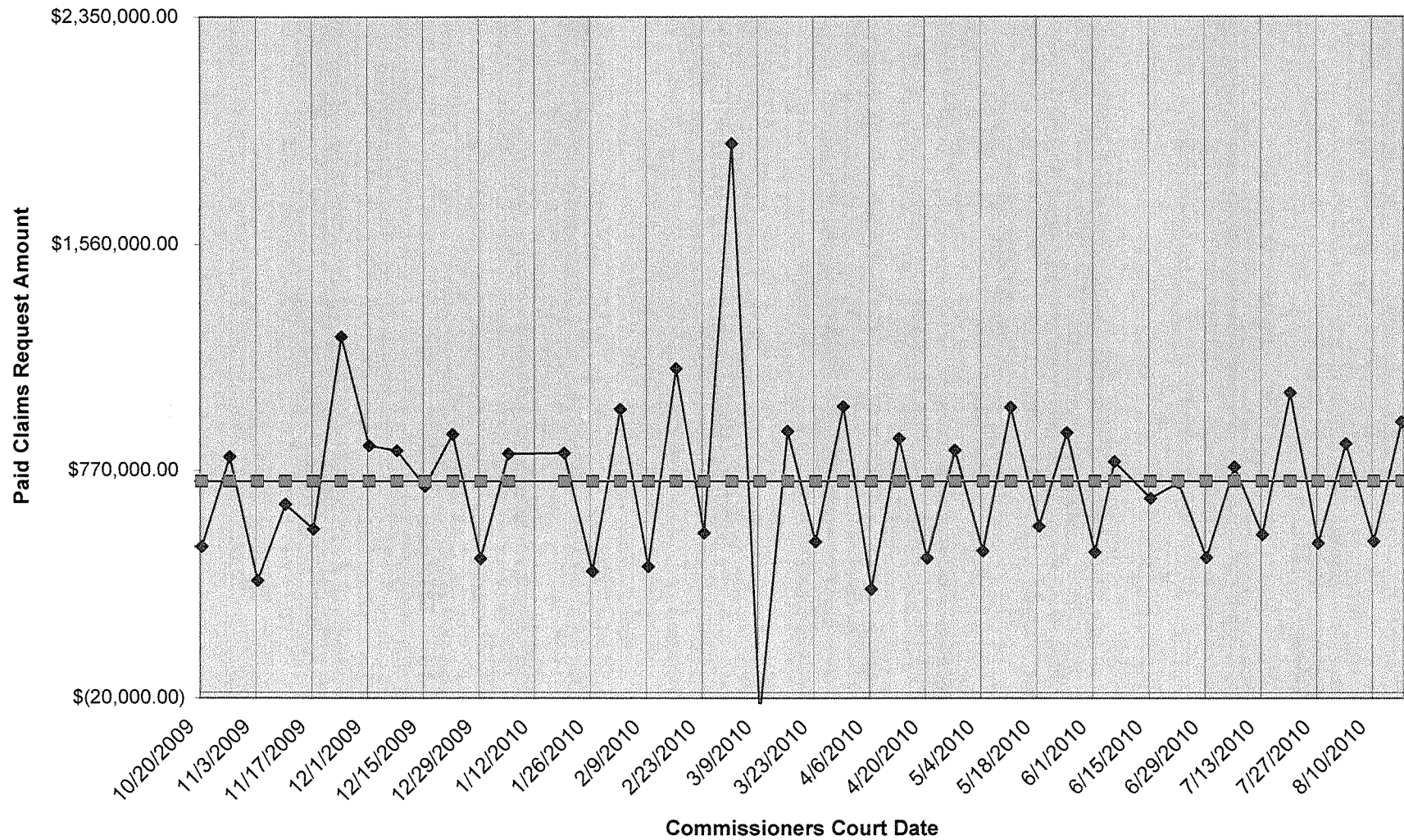
 8-10-2010
 Dan Mansour, Risk Manager Date

 8-9-10
 Cindy Purinton, Benefit Contract Administrator Date

 8/9/10
 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
7/9/10-7/15/10	7/27/2010	\$ 517,916.00	\$ 734,960.88	1	\$ 27,700.00
7/16/10-7/22/10	8/3/2010	\$ 863,260.86	\$ 734,960.88	2	\$ 59,620.10
7/23/10-7/29/10	8/10/2010	\$ 524,218.03	\$ 734,960.88	2	\$ 70,119.79
7/30/10-8/5/10	8/17/2010	\$ 939,497.16	\$ 734,960.88	2	\$ 67,225.02
Paid and Budgeted Claims - to date		\$ 31,846,361.67	\$ 32,338,318.72		
Amount of Difference from Budget			\$ (491,957.05)		
		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: 8/6/2010 5:06 AM
Subject: UHC BANKING REPTS/C

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

FROM: UNITEDHEALTH GROUP
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2010-08-06 REQUEST AMOUNT: \$1,484,565.02

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

CALCULATION OF REQUEST AMOUNT		
+ ENDING BANK ACCOUNT BALANCE FROM:	2010-08-05	\$471,550.15
- REQUIRED BALANCE TO BE MAINTAINED:		\$1,938,718.00
+ PRIOR DAY REQUEST:		\$00.00
= UNDER DEPOSIT:		<u>\$1,467,167.85</u>
+ CURRENT DAY NET CHARGE:		\$17,397.17
+ FUNDING ADJUSTMENTS:		\$00.00
		<u></u>
REQUEST AMOUNT:		\$1,484,565.02

ACTIVITY FOR WORK DAY: 2010-07-30

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$486,106.01	\$00.00	\$486,106.01
TOTAL:	\$486,106.01	\$00.00	\$486,106.01

ACTIVITY FOR WORK DAY: 2010-08-02

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$227,003.33	\$00.00	\$227,003.33

Page: 1 of 2

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_08_05

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	\$ (323.44)	NN	1734509	AA		1	8/5/2010	200	8/2/2010	8/5/2010
701254	632	\$ (330.06)	NN	938723	AA		1	8/5/2010	200	8/2/2010	8/5/2010
701254	632	\$ (334.12)	NN	1243672	AA		1	8/5/2010	200	8/2/2010	8/5/2010
701254	632	\$ (352.62)	NN	1209533	AH		6	8/5/2010	200	8/2/2010	8/5/2010
701254	632	\$ (570.00)	UZ	74805170	AH		9	7/27/2010	50	8/2/2010	8/5/2010
701254	632	\$ (581.00)	UZ	74805410	AH		8	7/27/2010	50	8/2/2010	8/5/2010
701254	632	\$ (581.00)	UZ	74805760	AE		8	7/27/2010	50	8/2/2010	8/5/2010
701254	632	\$ (636.02)	RH	85517890	AH		6	7/30/2010	50	8/5/2010	8/5/2010
701254	632	\$ (642.00)	RH	38285110	AE		8	3/25/2010	50	8/6/2010	8/5/2010
701254	632	\$ (840.24)	NN	1193906	AH		1	8/5/2010	200	8/2/2010	8/5/2010
701254	632	\$ (840.24)	NN	1193904	AH		1	8/5/2010	200	8/2/2010	8/5/2010
701254	632	\$ (1,349.52)	NN	SSN0000C	AL		0	7/30/2010	600	8/5/2010	8/5/2010
701254	632	\$ (1,715.54)	RI	10175740	AE		5	7/27/2010	50	8/2/2010	8/5/2010
701254	632	\$ (2,085.48)	RG	2719070	AE		5	7/31/2010	50	8/6/2010	8/5/2010
701254	632	\$ (3,079.78)	NN	SSN0000C	AL		0	8/2/2010	600	8/6/2010	8/5/2010
701254	632	\$ (6,183.00)	NN	SSN0000C	AL		0	8/2/2010	600	8/6/2010	8/5/2010
701254	632	\$ (9,041.89)	NN	SSN0000C	AL		0	7/30/2010	600	8/5/2010	8/5/2010
701254	632	\$ (12,623.54)	UW	21709050	AI		16	7/31/2010	50	8/6/2010	8/5/2010
701254	632	\$ (17,764.00)	NN	SSN0000C	AL		0	7/29/2010	600	8/4/2010	8/5/2010

939,497.16

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 08/05/2010

<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: 8/5/2010

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	121,486.71
RR	526-1145-522.45-29	19,568.22
Total CEPO		\$141,054.93
EPO		
EE	526-1145-522.45-20	302,677.81
RR	526-1145-522.45-21	54,830.20
Total EPO		\$357,508.01
PPO		
EE	526-1145-522.45-25	388,385.81
RR	526-1145-522.45-26	52,548.41
Total PPO		\$440,934.22
Grand Total		\$939,497.16

10

Travis County Commissioners Court Agenda Request

Voting Session 8/17/10
(Date)

Work Session _____
(Date)

I. Request made by:

Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney 

Routine Personnel Actions

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

II. Additional Information

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

III. Required Authorizations: Please check if applicable:

_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

August 17, 2010

ITEM # :

DATE: August 6, 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 Jefferies, Executive Manager, Justice and Public Safety 

FROM: Diane Blankenship, Director, HRMD *D.L.O.*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

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

RJ/DB/TLO

Attachments

cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE
--

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Constable 4	8	Deputy Constable	61 / Step 1 / \$43,210.75	61 / Step 1 / \$43,210.75
Criminal Courts	21	Office Specialist	10 / Minimum / \$24,079.54	10 / Minimum / \$24,079.54
Fac Mgmt	118	Building Ops Worker*	10 / \$30,139.20	10 / \$30,139.20
Fac Mgmt	160	Custodian*	5 / \$24,960.00	5 / \$24,960.00
HRMD	2	Human Resources Manager II	26 / Level 7 / \$86,008.00	26 / Level 7 / \$86,008.00
Tax Collector	142	Tax Specialist I (Part-time)	12 / Minimum / \$13,786.55	12 / Minimum / \$13,786.55
* Temporary to Regular			** Actual vs Authorized	

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Constable 4	8	Deputy Constable	61 / Step 1 / \$43,210.75	61 / Step 1 / \$43,210.75
Criminal Courts	21	Office Specialist	10 / Minimum / \$24,079.54	10 / Minimum / \$24,079.54
Fac Mgmt	118	Building Ops Worker*	10 / \$30,139.20	10 / \$30,139.20
Fac Mgmt	160	Custodian*	5 / \$24,960.00	5 / \$24,960.00
HRMD	2	Human Resources Manager II	26 / Level 7 / \$86,008.00	26 / Level 7 / \$86,008.00
Tax Collector	142	Tax Specialist I (Part-time)	12 / Minimum / \$13,786.55	12 / Minimum / \$13,786.55
* 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 Clerk	20003	Court Clerk Asst	11 / \$12.39	11 / \$12.39	02
District Clerk	20004	Court Clerk Asst	11 / \$12.39	11 / \$12.39	02
District Clerk	20040	Court Clerk I	13 / \$14.18	13 / \$14.18	02
District Clerk	20044	Court Clerk I	13 / \$14.18	13 / \$14.18	02
District Clerk	20068	Court Clerk I	13 / \$14.18	13 / \$14.18	02
HHS	20022	Planner	18 / \$20.48	18 / \$20.48	02
HHS	20049	Office Specialist	10 / \$13.13	10 / \$13.13	02
HRMD	20039	Medical Office Asst	14 / \$15.17	14 / \$15.17	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
District Clerk	20003	Court Clerk Asst	11 / \$12.39	11 / \$12.39	02
District Clerk	20004	Court Clerk Asst	11 / \$12.39	11 / \$12.39	02
District Clerk	20040	Court Clerk I	13 / \$14.18	13 / \$14.18	02
District Clerk	20044	Court Clerk I	13 / \$14.18	13 / \$14.18	02
District Clerk	20068	Court Clerk I	13 / \$14.18	13 / \$14.18	02
HHS	20022	Planner	18 / \$20.48	18 / \$20.48	02
HHS	20049	Office Specialist	10 / \$13.13	10 / \$13.13	02
HRMD	20039	Medical Office Asst	14 / \$15.17	14 / \$15.17	02
**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	1162	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$56,554.99	\$64,200.03	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1191	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1375	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Juvenile Probation	82	Juvenile Detention Ofcr I* / Grd 12	Juvenile Detention Ofcr II* / Grd 13	\$28,392.00	\$29,811.60	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Probation	350	Juvenile Res Trt Ofcr I* / Grd 12	Juvenile Res Trt Ofcr II* / Grd 13	\$30,888.00	\$32,432.40	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Probation	476	Juvenile Res Trt Ofcr I* / Grd 12	Juvenile Res Trt Ofcr II* / Grd 13	\$30,059.10	\$31,562.05	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Constable 4	Slot 6 / Deputy Constable / Grd 61 / \$43,210.75	Constable 2	Slot 6 / Deputy Constable Sr / Grd 62 / \$46,322.02	Promotion. Peace Officer Pay Scale (POPS).
County Atty	Slot 58 / Legal Secretary / Grd 15 / \$37,823.23	County Atty	Slot 88 / Legal Secretary / Grd 15 / \$37,823.23	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Atty	Slot 88 / Legal Secretary / Grd 15 / \$35,446.51	County Atty	Slot 58 / Legal Secretary / Grd 15 / \$35,446.51	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Criminal Courts	Slot 156 / Judicial Aide / Grd 15 / \$38,573.92	Criminal Courts	Slot 145 / Judicial Aide Spec / Grd 16 / \$40,502.61	Promotion. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 8 / Court Clerk II Sr / Grd 16 / \$43,378.07	JP Pct 2	Slot 8 / Court Clerk II Sr / Grd 16 / \$45,378.00	Salary adjustment. Pay is between midpoint and max of pay grade.
JP Pct 2	Slot 10 / Court Clerk II Sr / Grd 16 / \$40,294.70	JP Pct 2	Slot 10 / Court Clerk II Sr / Grd 16 / \$41,905.00	Salary adjustment. Pay is between min and midpoint of pay grade.
Sheriff	Slot 26 / Lieutenant Corrections / Grd 89 / \$98,006.06	Sheriff	Slot 21 / Lieutenant Corrections / Grd 89 / \$98,006.06	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 37 / Lieutenant Law Enforcement / Grd 77 / \$102,905.92	Sheriff	Slot 26 / Lieutenant Law Enforcement* / Grd 77 / \$102,905.92	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 224 / Deputy Sheriff Sr Law Enfrmt / Grd 74 / \$56,401.90	Sheriff	Slot 1696 / Detective Law Enforcement / Grd 75 / \$71,365.01	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1063 / Sergeant Corrections / Grd 88 / \$83,681.10	Sheriff	Slot 22 / Lieutenant Corrections / Grd 89 / \$98,006.06	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1169 / Sergeant Law Enforcement / Grd 76 / \$87,028.03	Sheriff	Slot 37 / Lieutenant Law Enforcement / Grd 77 / \$102,905.92	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1295 / Cert Peace Officer Sr / Grd 84 / \$54,758.91	Sheriff	Slot 1063 / Sergeant Corrections / Grd 88 / \$75,258.98	Promotion. Peace Officer Pay Scale (POPS).
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 1696 / Detective Law Enforcement / Grd 75 / \$79,292.93	Sheriff	Slot 1169 / Detective Law Enforcement* / Grd 75 / \$79,292.93	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Tax Collector	Slot 42 / Tax Specialist I / Grd 12 / \$30,124.00	Tax Collector	Slot 36 / Tax Supervisor / Grd 18 / \$42,598.40	Promotion. Pay is between min and midpoint of pay grade.
Tax Collector	Slot 93 / Office Asst* / Grd 8 / \$23,780.02	Tax Collector	Slot 93 / Tax Specialist I / Grd 12 / \$27,573.10	Promotion. Pay is at minimum of pay grade.
* Actual vs Authorized				

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent

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

Approved by: _____

Cyd V. Grimes 8/9/10

Voting Session: Tuesday, August 17, 2010

REQUESTED ACTION: APPROVE CONTRACT AWARD AND MODIFICATION NO. 1 FOR WATER TREATMENT SYSTEMS, IFB B100181-NB, TO THE SOLE RESPONSIVE BIDDER, GARRATT CALLAHAN CO. (FACILITIES MANAGEMENT)

Points of Contact:

Purchasing: Nancy Barchus, (512) 854-9764

Department: FM, Roger A. El Khoury, P.E., Director, 854-9661;
Ronny R. Aouad, 854-4781

County Attorney (when applicable): John Hille

County Auditor's Office: Susan Spataro, Jose Palacios

Other: Wallace Sefcik, Travis County Sheriff's Office Maintenance, 854-9-5216

➤ **Purchasing Recommendation and Comments:**

Purchasing concurs with department and recommends approval to the sole bidder. This procurement action met the compliance requirements as outlined by the statutes.

This contract requires the vendor to supply Water Treatment Systems to Travis County Facilities Management Department.

On June 4, 2010, IFB # B100181-NB was issued through BidSync. Two (2) bids were received on June 28, 2010. The Purchasing Office concurs with Travis County Facilities Management Department's recommendation to award a contract to the sole responsive bidder, Garratt Callahan Company.

Modification No. 1 will delete items 36 and 37 of Group A referring to the testing of a potable water well at 1310 FM 1626. That location (Manchaca Fire Hall Restaurant) is closed; food and water are no longer being served. Modification No.1 will also remove the TCEQ Certification requirement as it is only required for the servicing of the potable water well at 1310 FM 1626. All other locations are closed loop and will not have human contact.

Modification No. 1 also adds the water treatment services at Travis County Correctional Complex.

➤ **Contract Expenditures:** Within the past 12 months, \$20,105.00 has been spent against this requirement.

➤ **Contract Related Information:**

Award Amount: Estimated requirements, as needed basis

Contract Type: Annual

Contract Period: September 5, 2010 through September 4, 2011

➤ **Solicitation-Related Information:**

Suppliers Notified: 1423

Responses Received: 2

HUB Information: NA

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

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

☐ Comments:

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.

☒ Funding Account(s): 001-1415-525-5004, 001-3735-583-5004

☐ Comments:

➤ **Statutory Verification of Funding:**

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

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No: SVCOT- 24-10F-XM

File: 102

TO: Cyd Grimes, C.P.M., Purchasing Agent

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

FROM: Rony Aouad, Service Contract Manager

DATE: July 14, 2010

SUBJECT: Water Treatment Systems Services
Contract Award of IFB100181-NB

Roger A. El Khoury
Rony Aouad

Facilities Management Department (FMD) has completed the review of the two bids received for Water Treatment Systems Services. The apparent low bidder is Garratt Callahan Company. Garratt Callahan Company is the current vendor for the Travis County Correctional Complex.

FMD recommends award of Water Treatment Systems Services Contract to Garratt Callahan Company. Funding for this contract is in line item 001-1415-525-5004. Please direct any questions on this request to Rony Aouad at 44781. Your assistance in this request is greatly appreciated.

ATTACHMENT:

1- Bid Tabulation

COPY TO:

John F. Carr, Administrative Director, FMD

Lloyd Evans, Maintenance Division Director, FMD

Amy Draper, CPA, Financial Manager, FMD

Nancy Barchus, Purchasing Agent Assistant, Purchasing



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

TO: Nancy Barchus
Purchasing Agent Assistant

FROM: Wallace Sefcik
TCSO
Maintenance Manager

DATE: August 4, 2010

SUBJECT: Add the TCCC to the TC – Contract for Water Treatment Services

The Travis County Sherriff's Office Maintenance would like to be included in the Travis County Water Treatment Contract.

001-3735-583-5004 is the 14-digit funding account number that applies to this procurement.

Thanks for your help in adding us to this service contract.

Wallace Sefcik
Maintenance Manager
Travis County Sheriff's Office
512-854-5216

MODIFICATION OF CONTRACT NUMBER: 10T00142-NB, Water Treatment Systems Services**PAGE 1 OF 2 PAGES**

ISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701

PURCHASING AGENT ASST: Nancy Barchus
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185

DATE PREPARED:
July 23, 2010

ISSUED TO:
Garratt Callahan Company
Attn: Mr. Thomas M. Schuller
13313 Bright Sky Overlook
Austin, TX 78732

MODIFICATION NO.:
0001

EXECUTED DATE OF ORIGINAL
CONTRACT:
August 10, 2010

ORIGINAL CONTRACT TERM DATES: Sept 9, 2010 through Sept 8, 2011CURRENT CONTRACT TERM DATES: Sept 9, 2010 through Sept 8, 2011**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$18,738.00Current Modified Amount \$6,480.00

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

The purpose of this modification is to delete items #36 and #37, Group A, (Potable Water Well and Chlorinator) from the contract.

Item # 36: 1310 FM 1626 - Potable Well Water
Item # 37: 1310 FM 1626 - Chlorinator

and

Add Water Treatment Systems Services for the Travis County Correctional Complex as attached.

and

Remove from Special Provisions, Documentation item (e) Current TCEQ Certification, as it is required only for the servicing of potable water.

Note to Vendor:

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

LEGAL BUSINESS NAME: GARRATT CALLAHAN CO.☐ DBA☒ CORPORATION☐ OTHERBY: Thomas M Schuller
SIGNATUREBY: THOMAS M SCHULLER
PRINT NAMETITLE: SR. ACCOUNT MANAGER
ITS DULY AUTHORIZED AGENT

DATE:

7-28-2010

TRAVIS COUNTY, TEXAS

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

DATE:

8/9/10

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

Travis County Correctional Complex	Monthly Rate	Total Per Year
Building 130 – One Cooling Tower	\$160.00	\$1,920.00
Building 160 – One Cooling Tower	\$120.00	\$1,440.00
Building 106 – One Chill Water Loop	\$20.00	\$240.00
Building 110 – One Chill Water Loop	\$20.00	\$240.00
Building 160 – Condenser Water Loop	\$20.00	\$240.00
Building 130 – Condenser Water Loop	\$20.00	\$240.00
Building 110 – Two Heating Boilers	\$20.00	\$240.00
Building 106 – Two Heating Boilers	\$20.00	\$240.00
Building 140 – Heating Boilers Loop	\$20.00	\$240.00
Building 400 – Heating Boilers Loop	\$20.00	\$240.00
Building 400 – One Chill Water Loop	\$20.00	\$240.00
Building 400 – Water Softener Test	\$20.00	\$240.00
Building 120 – Water Softener Test	\$10.00	\$240.00
Building 130 – Water Softener Test	\$20.00	\$120.00
Building 140 – Water Softener Test	\$10.00	\$240.00
Building 160 – Water Softener Test	\$20.00	\$120.00
Total	\$540.00	\$6,480.00

Travis County

Bid B100181-NB

Garratt Callahan	First Offer - \$36.00	1 / hour	\$36.00	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		

B100181-NB-3-02 GROUP C - LABOR AND MATERIALS: URGENT TIME-CERTIFIED TECHNICIAN					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Water Treatment of Austin	First Offer - \$45.00	1 / hour	\$45.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Garratt Callahan	First Offer - \$54.00	1 / hour	\$54.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

Supplier Totals

Garratt Callahan		\$18,738.00 (44/44 items)
Bid Contact	Tim Schuller tschuller@g-c.com Ph 512-673-7696 Fax 866-771-2565	Address 13313 Bright Sky Overlook Austin, TX 78732
Qualifications	CISV SB TX	
Agency Notes:		Supplier Notes:
Water Treatment of Austin		\$221,840.00 (44/44 items)
Bid Contact	Eldon Featherston featherston278@yahoo.com Ph 512-364-4157	Address 8722 Showers Drive Elgin, TX 78621
Agency Notes:		Supplier Notes:

Award Total

\$18,738.00 (Does not apply to percentage or no price items.)

**



TRAVIS COUNTY PURCHASING OFFICE

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

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

12

Approved by: _____

M. Brice 8.12.10

Voting Session: Tuesday, August 17, 2010

REVISED

REQUESTED ACTION: APPROVE TEN-MONTH EXTENSION, MODIFICATION NO. 1, TO INTERLOCAL AGREEMENT NO. IL090321RE, THE UNIVERSITY OF TEXAS AT AUSTIN, FOR THE HEALER WOMEN PROGRAM (HHS&VS).

Points of Contact:

Purchasing: Elizabeth Corey, Marvin Brice

Department: HHS&VS - Sherri Fleming, Executive Manager

County Attorney: Mary Etta Gerhardt

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro And Jose Palacios

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- The Commissioners Court approved at \$110,000 contract for the Healer Women pilot project in 2009. This is a behavior change program that focuses on physical and behavioral health for African American women with a special emphasis on HIV/AIDS awareness and prevention. The Healer Women intervention curriculum is comprised of sixteen sessions designed to enhance the resilience of African American women so that they are better able to engage in health promotion and life-sustaining activities.
- The program has four components: 1) train program facilitators; 2) implement two rounds of the sixteen-session Healer Women intervention; 3) conduct a program evaluation; and 4) implement a long-term prevention program through coordination with community collaborators.
- Seven facilitators have been trained, and twenty-two participants have completed the first round of the Healer Women intervention. Due to some unexpected challenges in this pilot project, more time is needed than was originally anticipated to complete it. The University of Texas at Austin has requested that the contract be extended through June 30, 2011.
- No additional funds are requested.
- Modification No. 1 will renew the agreement for an additional ten-month period, from September 1, 2010 through June 30, 2011.

- **Contract Expenditures:** Within the last twelve months, \$55,000 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$110,000
Contract Type: Interlocal agreement
Contract Period: September 1, 2009 – August 31, 2010

➤ **Contract Modification Information:**

Modification Amount: N/A
Modification Type: Bilateral
Modification Period: September 1, 2010 – June 30, 2011

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: N/A % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

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

➤ **Statutory Verification of Funding:**

- ☒ Contract Verification Form: Funds Verified ____ Not Verified X (N/A) by Auditor.



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

RECEIVED
TRAVIS COUNTY
AUG -5 PM 1:13
PURCHASING
OFFICE

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

DATE: August 5, 2010

TO: Members of the Commissioners Court

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

SUBJECT: UT Healer Women contract extension

Proposed Motion:

Consider and take appropriate action to approve extending the contract period for the Healer Women contract with the University of Texas for HIV/AIDS awareness and prevention services targeting African American women.

Summary and Staff Recommendations:

The Commissioners Court approved a \$110,000 contract for the Healer Women pilot project in 2009. This is a behavior change program that focuses on physical and behavioral health for African American women with a special emphasis on HIV/AIDS awareness and prevention. The Healer Women intervention curriculum is comprised of 16 sessions designed to enhance the resilience of African American women so they are better able to engage in health promotion and life-sustaining activities. The curriculum is delivered by trained African American female facilitators in a community-based setting and includes behavioral skills practice, group discussions, lectures, role playing, videos that discuss prevention of STDs, and take-home exercises.

The program has four components: 1) train program facilitators; (2) implement two rounds of the 16-session Healer Women intervention; (3) conduct a program

evaluation; and (4) implement a long-term prevention program through coordination with community collaborators.

Seven program facilitators have been trained and 22 participants have completed the first round of the Healer Women intervention. Being a pilot project, there were some unexpected challenges in getting the program started. The Principal Investigator, Project Manager and Research Assistant will need to spend more time than originally anticipated to see the pilot project through to completion. Seven facilitators were trained instead of the six originally budgeted and a Project Assistant was needed to assist with recruiting and coordinating the intervention sessions

UT has requested that the contract be extended through June 30, 2011 in order to complete the four program components.

Issues and Opportunities:

The Healer Women pilot project is based on a program in Oakland, CA that showed significant change among participants in the following areas:

- Cultural Realignment (i.e., less depression, increased motivation, increased hopefulness about present and future quality of life);
- Cognitive Restructuring (i.e., increased self worth, less fatalism, increased sense of control over one's life, increased ability to protect self from HIV); and,
- Character Development (i.e. increased sense of health promotion, stronger attitudes against drug use and having unprotected sex).

Partners in this project include:

- The University of Texas at Austin School of Social Work faculty,
- The Center for Social Work Research,
- Austin/Travis County Health and Human Services Department, and
- Travis County HHSVS.

The ultimate goal of the program is to establish a long-term infrastructure for sustained implementation of the Healer Women Prevention Project in the Austin/Travis County community.

Budgetary and Fiscal Impact:

The original budget for this contract was \$110,000. The original contract period runs from 9/1/09 - 8/31/10.

Background:

Travis County and the City of Austin fund a broad array of social services across targeted populations, including individuals with HIV/AIDS, in order to maintain or improve overall health, safety, and quality of life. Continuing local funding for HIV/AIDS services is part of the Maintenance of Effort requirement of the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act Title I grant. The County and City General Fund support for these contracts helps secure approximately \$4 million in

annual funding under Ryan White Title I. The Travis County Healthcare District provides core medical services for persons with HIV/AIDS in Travis County.

The total amount of on-going funds for HIV/AIDS Programming in FY'08 was \$675,293.

In March 2008, local funding entities met and agreed to launch new collaborative efforts in regard to HIV/AIDS prevention in Travis County.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing Office

GRP1500/QR4BIDS
COREYETravis County Purchasing Office - Contract(s) as Listed
Purchase Order Expense Summary - Period Queried: 2009/08/06 to 2010/08/05

P.O. #	PO Date	Item#	Qty Ordered	Unit Cost	Ext Cost	CONTRACT #	\$ Qty Recd	Dpt	Building/Dept.
435223	2009/12/04	00889	33,000.00	1.0000	33,000.00	IL090321RE	33,000.00	NS	HUMAN SERVICES ADMIN SVCS
435223	2009/12/04	00889	22,000.00	1.0000	22,000.00		22,000.00		
435223	2009/12/04	00889	22,000.00	1.0000	22,000.00		.00		
435223	2009/12/04	00889	33,000.00	1.0000	33,000.00		.00		
Expenditures for Contract IL090321RE:									
				VALUE	110,000.00	SPENT	55,000.00		
Report Grand Total				SUM	110,000.00	SUM	55,000.00		

MODIFICATION OF CONTRACT NUMBER: IL090321RE – Healer Women Program**Page 1 of 4 Pages**

ISSUED BY:	PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Elizabeth Corey TEL NO: (512) 854-9853 FAX NO: (512) 854-9185	DATE PREPARED: July 23, 2010
ISSUED TO:	The University of Texas at Austin Office of Sponsored Projects 101 East 27 th Street, Suite 4.308 P.O. Box 1748 Austin, Texas 78712	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: September 29, 2009
ORIGINAL CONTRACT TERM DATES: <u>September 1, 2009 – August 31, 2010</u>		CURRENT CONTRACT TERM DATES: <u>September 1, 2010 – June 30, 2011</u>	
FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$ <u>110,000</u> Current Modified Amount \$ <u>110,000</u>			
DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect. The above-referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment: 1. The Agreement is extended through June 30, 2011. The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.			
Note to Vendor/City: [X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County. DO NOT execute and return to Travis County. Retain for your records.			
LEGAL BUSINESS NAME: <u>The University of Texas at Austin</u> BY: <u>Jeanette Holmes</u> SIGNATURE BY: <u>Jeanette Holmes</u> PRINT NAME TITLE: <u>Associate Director, Office of Sponsored Projects</u> ITS DULY AUTHORIZED AGENT			<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> OTHER <u>University</u> DATE: 07.26.2010
TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT			DATE:
TRAVIS COUNTY, TEXAS BY: <u>Samuel T. Biscoe</u> SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE			DATE:

EXTENSION OF
INTERLOCAL COOPERATION AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN TRAVIS COUNTY AND
THE UNIVERSITY OF TEXAS AT AUSTIN,
SCHOOL OF SOCIAL WORK CENTER FOR SOCIAL WORK RESEARCH
(Healer Women Fighting Disease Project)

This extension and amendment of Interlocal ("Extension") is entered into by the following parties: Travis County, a political subdivision of Texas ("County") and The University of Texas at Austin, School of Social Work Center for Social Work Research, an agency of the State of Texas and institution of higher education ("Center").

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.028, and other statutes), and provision of that care constitutes a public purpose; and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, CH. 121, CH. 122, and other statutes); and provision of those services constitutes a public purpose.

County and Center entered into an Interlocal Cooperation Agreement ("Agreement") to provide personal and professional services and activities related to provision of services to qualified recipients, the provision of which constitutes a public purpose, with the Initial Term of the Agreement commencing on September 1, 2009, and terminating August 31, 2010.

The Agreement provided for amendment of the agreement by the written agreement of the parties.

County and Center desire to extend the Agreement through June 30, 2011, and to make certain changes in the Agreement under the provisions of the Agreement.

Center will continue to provide personal and professional services for qualified recipients and for public health education and information, thus providing services which will further the achievement of a public purpose.

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

1.0 AGREEMENT TERM

1.1 **Extension Term.** Effective the date that this Extension is fully executed by both Parties ("Effective Date"), the Parties agree to extend the Agreement for an additional time, so that the term of the Agreement will continue through June 30, 2011.

2.0 ENTIRE AGREEMENT

2.1 **Attachments.** The Parties agree to amend Attachment A, "Work Statement, Performance Measures and Budget," as follows:

2.1.1 Amend Section 2, "Project Implementation," as follows:

- (a) In subsection B, change "10-week" trials to "16 session" trials.
- (b) Add subsection E. as follows:
E. conduct a comparison group simultaneous to the intervention.

2.1.2 Amend Section 3, "Project Outcomes," as follows: change subsection B to show ages served as between "18 and 60," rather than "18 and 50."

2.1.3 Amend Section 4, "Timeline," by deleting the Timeline and substituting the following:

4. **Timeline.**

The timeline for the Project implementation is:

September, 2009	Planning Phase
October, 2009	Train the Trainers Session to train local facilitators
November, 2009- January, 2010	Implementation of 1st Intervention Session
August, 2010 - October, 2010	Implementation of 2nd Intervention Session
June, 2010 and November, 2010	Follow-Up testing
November, 2010 - June, 2011	Final Evaluation and Report

3.0 GENERAL TERMS

3.1 The Parties agree that any terms not changed by this Extension remain in full force and effect, with the time period for performance extended through the date shown in Section 1.1 of this Extension.

4.0 INCORPORATION

4.1 Center and County hereby incorporate the Agreement into this Extension. Except for the changes made in this Extension, Center and County hereby ratify all the terms and conditions of the Agreement. The Agreement, with the changes made in this Extension, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

CENTER: THE UNIVERSITY OF TEXAS AT AUSTIN
SCHOOL OF SOCIAL WORK CENTER FOR SOCIAL WORK RESEARCH

By: Jeanette Holmes
Its Duly Authorized Officer
Printed Name: Jeanette Holmes
Date: July 26, 2010

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge
Its Duly Authorized Representative
Date: _____



TRAVIS COUNTY PURCHASING OFFICE

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

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

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Approved by: _____

Cyd V. Grimes 8/19/10

Voting Session: Tuesday, August 17, 2010

REQUESTED ACTION:

- A. APPROVE ORDER EXEMPTING THE PURCHASE OF PREVENTIVE MAINTENANCE AND SERVICING OF BUILDING ACCESS CONTROL SYSTEMS FROM COMMERCIAL SECURITY INTEGRATION, INC., FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024(a)(7)(D) OF THE COUNTY PURCHASING ACT.**
- B. APPROVE CONTRACT AWARD FOR THE PURCHASE OF PREVENTIVE MAINTENANCE AND SERVICING OF BUILDING ACCESS CONTROL SYSTEMS FROM COMMERCIAL SECURITY INTEGRATION, INC. (FMD)**

Points of Contact:

Purchasing: George Monnat, 854-9778; Bonnie Floyd, 854-4173

Department: FM – Lloyd Evans, 854-4773; John Carr, 854-4772; Roger El Khoury (Director), 854-4579

County Attorney (when applicable): Tamara Armstrong

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro And Jose Palacios

Other: Security Committee, Michael Hemby; PBO, Rodney Rhodes; ITS, Joe Harlow

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

Facilities Management Department (FMD) requests an exemption order that allows for a maintenance service agreement for Travis County security equipment with Commercial Security Integrations (CSI). An exemption order, approved by the Commissioners Court on November 6, 2007, is in place with CSI to procure and install new building access and surveillance security equipment. CSI has installed numerous systems throughout County facilities and has performed individually procured maintenance services on these systems in recent years. Such systems include Infographic Proximity Card Readers, Sapphire Pro and Diamond II access software, Digital Video Cameras and Recorders, Electronic Door Locking Mechanisms and the like. In order to effectively maintain this equipment and to ensure that maximum life cycle is achieved, FMD requests that an annual maintenance

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service agreement with CSI likewise be established which will allow for immediate response to unscheduled service requirements as well as to perform scheduled preventative maintenance services.

The Purchasing Agent requests the Commissioner's Court approval and acceptance of the Exemption Orders and award of contract.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: Estimated Requirements for unscheduled services ("break/fix") plus \$26,625.00 for preventive maintenance.

Contract Type: Purchase and related services

Contract Period: One year with two optional one year renewals

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.: 484701 (Preventive Maintenance, only)

☒ Funding Account(s): 001-1404-525-5007

☐ Comments:

➤ **Statutory Verification of Funding:**

☒ Contract Verification Form: Funds Verified X Not Verified by Auditor.

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

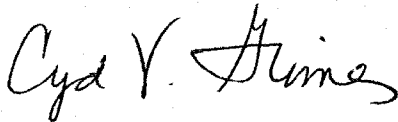
August 17, 2010

TO: Commissioners Court
Travis County, Texas

**SOLE SOURCE ACQUISITION OF PREVENTIVE MAINTENANCE AND SERVICING OF
BUILDING ACCESS CONTROL SYSTEMS**

I certify that the purchase of preventive maintenance and servicing of building access controls systems for Facilities Management, constitutes a sole source procurement, and is only available through Commercial Security Integration, Inc. I, therefore, find that this is a sole source purchase pursuant to V.T.C.A. Local Government Code 262.024(a)(7)(D) and is exempt from competitive bidding.

This statement is submitted pursuant to V.T.C.A. Local Government Code 262.024 and is to be entered into the Commissioners Court minutes.



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

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

(DATE)

(COUNTY JUDGE)

**ORDER EXEMPTING
PURCHASE OF PREVENTIVE MAINTENANCE AND SERVICING OF
BUILDING ACCESS CONTROL SYSTEMS FROM REQUIREMENTS OF THE
COUNTY PURCHASING ACT**

WHEREAS, the County has installed Building Access Control Systems, to include Access Card Readers, Cameras, Monitors, and other items in various County buildings, and

WHEREAS, in order to achieve system compatibility and integration, the system components must be purchased from the same equipment manufacturer, and

WHEREAS, on Tuesday, November 6, 2007, the Commissioners Court of Travis County, Texas approved an order to exempt from the competitive bidding requirements the purchase and installation of Security Systems to include Access Card Readers, Cameras, Monitors, and other items in various County buildings, and authorized the purchase of these items from Commercial Security Integration, Inc. as the only source available, and

WHEREAS, The Commissioners Court is authorized to exempt the purchase of an item or service, if only one source exists for captive replacement parts or components of equipment and the associated preventive maintenance and servicing of that equipment, from the bidding requirements of the County Purchasing Act, Texas Local Gov't Code Ann. Section 262.023, pursuant to Texas Local Gov't Code Ann. Section 262.024(a)(7)(D).

NOW, THEREFORE, the Commissioners Court of Travis County, Texas hereby orders that the purchase of preventive maintenance and servicing of Building Access Control Systems for Travis County from Commercial Security Integration, Inc. is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of an item that can be obtained from only one source.

Signed and entered this _____ day of _____, 2010.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: Security Maintenance

FILE: 703

TO: Cyd Grimes, CPM, Purchasing Agent

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

FROM: Lloyd A. Evans, Maintenance Division Director

DATE: July 23, 2010

SUBJECT: Exemption Order Request, Maintenance Service Agreement

Facilities Management Department (FMD) requests the Purchasing Office initiate actions to obtain an exemption order that allows for a maintenance service agreement for Travis County security equipment with Commercial Security Integrations (CSI). An exemption order, approved by the Commissioners Court on November 6, 2007, is in place with CSI to procure and install new access and surveillance security equipment. CSI has installed numerous systems throughout Travis County facilities and has performed individually procured maintenance services on these systems in recent years. Such systems include Infographic Proximity Card Readers, Sapphire Pro and Diamond II access software, Digital Video Cameras and Recorders, Electronic Door Locking Mechanism and the like. In order to effectively maintain this equipment and ensure maximum life cycle is achieved, FMD requests that an annual maintenance service agreement with CSI likewise be established which will allow for immediate response to unscheduled maintenance requirements as well as to perform scheduled preventive maintenance services.

Facilities Management Department requests that Purchasing Office place this item on the Commissioners Court agenda for August 3, 2010. If you have any questions or need additional information, please contact Lloyd Evans at extension 4-4773.

COPY TO:

John Carr, Administrative Director, FMD

Rudy Rios, Security Services Supervisor, FMD

Bonnie Floyd, CPPB, Assistant Purchasing Agent

PROCESSED
TRAVIS COUNTY
JUL 26 AM 9:57
PURCHASING
OFFICE

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

RECEIVED
TRAVIS COUNTY
AUG -3 PM 2:19
PURCHASING
OFFICE

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR: Commercial Security Integration, Inc.

TYPE OF GOODS/SERVICE: Maintenance and Repair

FUNDS VERIFIED:

1) Requisition number 484701 processed through the
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ 26,625.00

**FUNDS NOT VERIFIED;
CONTRACT NOT BINDING:**

 Contract did not specify a total contract amount.

 Goods/services to be provided on an "as needed basis" to be
invoiced in accordance with contracted unit price. Total amount
contracted not specified in contract.

CONTRACT #:

LINE ITEM VERIFIED: 001-1404-525-5007

☒ YES

☐ NO

Reviewed by:

[Signature]

Date: 5/3/10

Approved by:

[Signature]

Date: 8/3/10

PURCHASE REQUISITION NBR: 0000484701

REQUISITION BY: BARBARA WARREN 854-9536

STATUS: AUDITOR APPROVAL
REASON: ROUTINE/ATTN:R GARCIA

DATE: 10/19/09

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 123395 COMMERCIAL SECURITY INTEGRATION

DELIVER BY DATE: 10/29/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PROVIDE SECURITY PREVENTIVE MAINTENANCE AGREEMENT SERVICES AT THE FOLLOWING LOCATIONS: GRANGER BLDG-----WEST COMMAND USB-----5555 RUIZ BLDG HOLT-----PALM SQ TCCH-----TAX OFFICE PLUGERVILLE CJC & GAULT-----5501 AIRPORT CJP-----1101 NUECES EOB-----209 W 9TH STREE EAST COMMAND-----910 LAVACA ST JP1,JP2,JP3,JP4-----MISC PARTS, BATTERIES ETC SCOPE OF WORK INCLUDES: CLEAN AND ADJUST CAMERA'S, CHECK CAMERA POWER SUPPLIES, CHECK CAMERA CONNECTIONS, INSPECT & CHECK DVR'S, INSPECT & CHECK LOCKING HARDWARE, CHECK LOCKING HARDWARE POWER SUPPLY AND INSPECT ALL ACCESS CONTROL PANELS. ALL WORK TO BE COORDINATED WITH LLOYD EVANS AT 854-4773 OR 844-28 22 COMMODITY: EQUIPMENT MAINT/GENERAL SUBCOMMOD: SECURITY & ACCESS SYSTEMS	26525.00	YR	1.0000	26525.00	
2	SHIPPING AND HANDLING COMMODITY: EQUIPMENT MAINT/GENERAL SUBCOMMOD: SECURITY & ACCESS SYSTEMS	100.00	DOL	1.0000	100.00	
REQUISITION TOTAL:					26625.00	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00114045255007	REPR & MTNC-SERVCS PURCHD	100.00	26525.00
		REPAIRS - OTHER EQUIPMENT		
2	00114045255007	REPR & MTNC-SERVCS PURCHD	100.00	100.00
		REPAIRS - OTHER EQUIPMENT		
				26625.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

KIRK DAVIDSON 372-9500/372-8025
 YRLY PREVENTIVE MAINTENANCE AGREEMENT FOR FY10
 10/22/9 EXEMPT.APVD.GMC

**AGREEMENT BETWEEN TRAVIS COUNTY AND
COMMERICAL SECURITY INTEGRATION, INC. FOR PREVENTIVE MAINTENANCE
AND SERVICING OF BUILDING ACCESS CONTROL SYSTEMS**

This Agreement between Travis County and Commercial Security Integration, Inc. for Preventive Maintenance and Servicing of Building Access Controls Systems ("Agreement") is entered into by and between the following parties: Travis County, a political subdivision of the State of Texas (the "County") and Commercial Security Integration, Inc., located at 2600 McHale Court, Suite 150, Austin, Texas 78758 and licensed by the Texas Private Security Bureau, License No. B13801 (the "Contractor" or "CSI").

WHEREAS, County has received from CSI documentation on Preventive Maintenance and Servicing of Building Access Control Systems in those buildings owned or leased by the County, including those buildings listed in Exhibit A; and

WHEREAS, the County desires to obtain from CSI the Preventive Maintenance and Servicing of Building Access Control Systems in said buildings as described in this Agreement and in the Exhibits and Attachments hereto.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 SCOPE OF AGREEMENT

1.1 Scope. Contractor shall provide preventive maintenance and related services for building access control systems and other security systems ("Security Equipment") for the interior and exterior of County buildings in Austin, Texas, as described in this Agreement, including the Exhibits and Attachments hereto and any amendments or modifications hereto. Contractor shall provide such preventive maintenance services on an annual basis and related services, including furnishing replacement equipment, on an "on demand" or "as needed" basis.

1.2 Security Equipment Preventive Maintenance.

1.2.1 Contractor shall perform preventive maintenance on Security Equipment, including without limitation Digital Cameras, Digital Video Recorders (DVR's), Locking Hardware, and Access Control Panels, within each County owned or leased building listed in Exhibit A, attached hereto and hereby incorporated by reference herein for all purposes as if fully copied and set forth herein verbatim. Such preventive maintenance services also include miscellaneous items of the type described in Exhibit A. If County and Contractor determine that it is necessary for Contractor to perform preventive maintenance services for buildings other than those listed in Exhibit A, County and Contractor may amend this Agreement to include such buildings, for a servicing price mutually agreed upon by County and Contractor. Preventive maintenance for each facility shall be provided annually and shall include without limitation the following:

- a. Clean and adjust all cameras including without limitation checking power supplies and connections, and lubricating pivot points on Security Equipment;

- b. Thoroughly inspect and adjust DVRs as needed;
- c. Inspect locking hardware controlled by the security system or equipment, including without limitation power supplies;
- d. Inspect all Access Control Panels and adjust as needed.

1.2.2 The initial inspection by Contractor under this Agreement will also involve Contractor's listing of the IP addresses for all the cameras at all locations, commencing with the Airport Boulevard facilities, Downtown facilities, and McKinney Falls facilities. Contractor shall provide all IP addresses to the Travis County Information and Telecommunication Systems Department ("ITS"), as soon as practicable after Contractor collects the addresses.

NOTES:

- 1) Upon collection of the IP addresses from each site, the compiled listing is to be sent via e-mail to the attention of Larry Rogers, Network Engineer III at larry.rogers@co.travis.tx.us (or, his successor).
- 2) CSI is to use the following SNMP (Simple Network Management Protocol) for each camera:
 - SNMP Version – Preferred is Version 2 (Version 1, if Version 2 is unsupported)
 - SNMP Community String: **@Fac11t13s#** read-only
 - SNMP Server and Traps Destination: 10.251.11.20
- 3) SNMP Community Strings PUBLIC and PRIVATE are to be removed or Disabled on the devices.

1.3 Servicing of Security Equipment.

1.3.1 Contractor shall provide County-wide, Security Equipment services, on demand or as needed, including without limitation its inspection, testing, certification, maintenance, repair and replacement of Security Equipment ("Related Services"). All charges for such Related Services shall be calculated as prescribed in Exhibit B, as documented by Attachments A, B, C, and D which must be completed by Contractor for each service call. The Contractor shall provide all labor, equipment, parts, materials and transportation in connection with inspection, testing, certification, maintenance, repair and/or replacement of Security Equipment. Contractor shall perform such Related Services for the buildings listed in Exhibit A and any additional buildings listed in any amendment or modification to this Agreement, with all charges for such Related Services calculated as prescribed in this Paragraph 1.3.1. Contractor shall furnish replacement equipment for the buildings listed in Exhibit A and any additional buildings listed in any amendment or modification to this Agreement, at the prices listed in Exhibit C, attached hereto and hereby incorporated by reference herein for all purposes as if fully copied and set forth herein verbatim.

- 1.3.2 In Travis County facilities, there are two separate security systems or equipment, a GE Diamond II system, and a GE Sapphire system. These two systems control approximately 34 facilities, 375 cameras, 294+ access controlled openings, 69+ panic alarms, 72+ glass break detectors and 22+ motion sensors.
- 1.3.3 County may call or otherwise contact Contractor to service any County facility covered by this Agreement or any amendment hereto, for the purposes of repair or replacement of Security Equipment and accessories. In connection with such repair and/or replacement services, Contractor shall provide the replacement equipment listed in Exhibit C at the prices listed therein for said equipment.
- 1.3.4 Repair and/or replacement services provided under this Agreement including the Exhibits and Attachments hereto shall be provided by Contractor as soon as practicable after either a representative of County or a representative of Contractor becomes aware that a repair or replacement is necessary. (See the notes listed under 1.1.2, above, relative to SNMP and IP address information.)

1.4 Labor Rates and Prices. The labor rates prescribed in Exhibit B shall continue in effect for the duration of this Agreement. The equipment prices prescribed in Exhibit C shall continue in effect for the duration of this Agreement.

1.5 Standards. Contractor shall perform all its services under this Agreement including the Exhibits and Attachments hereto in a professional manner, and in accordance with the highest industry standards for craftsmen in the security maintenance trade. Contractor shall provide all services and equipment under this Agreement in a prompt and efficient manner as prescribed in this Agreement including the Exhibits and Attachments hereto. Nothing in this Agreement or the Exhibits and Attachments hereto shall be construed to relieve the Contractor of this duty.

1.6 Estimating Forms.

- 1.6.1 In performing its services under this Agreement including the Exhibits and Attachments hereto, Contractor shall use the Security Estimating Forms set forth in Attachments A, B, C, and D.
- 1.6.2 Attachment A will be utilized to set forth the total project cost, including individual jobs, for Contractor's services under this Agreement and the Exhibits and Attachments hereto, including all costs for materials and labor, and any subcontracting costs, provided that the total project cost does not exceed the total compensation described in Subsection 7.1 of Exhibit D attached hereto, or the service and equipment costs prescribed in Exhibits A, B and C attached hereto, and provided such costs are calculated on an annual basis or on a periodic basis in accordance with this Agreement and the Exhibits and Attachments hereto.
- 1.6.3 Attachment B will be utilized for providing labor and subcontracting costs, provided such costs shall reflect the labor rates prescribed in Exhibit B.

1.6.4 Attachment C will be utilized for itemizing the cost of materials including replacement equipment and miscellaneous items. Under this Agreement, County will purchase from Contractor the replacement equipment and miscellaneous items set forth in Exhibits A and C and used by Contractor in the course of making repairs and/or replacements under this Agreement. This Agreement does not involve the rental or lease of any equipment or other items, and equipment rental/lease costs shall not be included in either Attachment B or Attachment C.

1.6.5 Attachment D will be utilized for tracking labor hours once the project has commenced. Contractor's representative will contact the County's representative before arriving on site and Contractor's representative shall obtain the signature of County's representative as prescribed in Subsection 1.7 hereof, so that all labor hours are documented for accurate verification.

1.7 Time Report. To document labor hours for accurate verification, all Contractor personnel, including Contractor's officers, employees, agents, representatives, and subcontractors, shall sign in when beginning work under this Agreement, including the Exhibits and Attachments hereto, and sign out when such work has ended. Each in/out time shall be verified by a Travis County Building Coordinator or Security Guard, and the form submitted by Contractor's personnel shall be validated with the Coordinator's or Guard's signature.

1.8 Use of Labor Hours. The labor hours tracked and reported under Paragraph 1.6.5 hereof and Subsection 1.7 hereof shall be used to calculate charges for Related Services performed under this Agreement including the Exhibits and Attachments hereto. However, such hours shall not be used in calculating preventive maintenance servicing prices, which are set forth in Exhibit A for buildings listed therein, or any preventive maintenance servicing prices, which are set forth in any amendment or modification covering additional buildings.

1.9 Replacement Equipment. All replacement equipment provided under this Agreement, including the Exhibits and Attachments hereto, shall be the latest improved model meeting manufacturer's specifications in current production at the time of installation and shall be fully tested before installation.

1.10 Communicating with FMD. In the course of furnishing services and equipment under this Agreement, Contractor shall, on each occasion work is performed hereunder, keep the Travis County Facilities Management Department ("FMD") fully informed of the work in progress and advise the department regarding all aspects of the work performed.

2.0 CONFIDENTIALITY

2.1 Sensitive Sites. Contractor acknowledges and agrees that in furnishing services and equipment under this Agreement, including the Exhibits and Attachments hereto, Contractor will be accessing sensitive security sites throughout the County, and that the security and confidentiality of each site shall be of the highest priority.

2.2 Confidential Information.

- 2.2.1 Contractor acknowledges and agrees that Contractor including its personnel shall strictly maintain as confidential all information and documentation on the Security Equipment, including without limitation, all information and documentation obtained, collected, developed or maintained by Contractor in the course of furnishing services and equipment under this Agreement including the Exhibits and Attachments hereto, unless the Texas Public Information Act ("TPIA") requires disclosure, or unless County consents to the disclosure of such information or documentation. In the event any confidential information or documentation is disclosed by Contractor without County's consent, Contractor shall immediately notify the FMD in writing and County shall take any action which County determines to be in its interest, including without limitation reporting such disclosure to the appropriate state or federal authorities and cooperating with such authorities. Contractor shall at all times comply with the terms, conditions and provisions of the Non-Disclosure and Confidentiality Agreement, attached hereto as Exhibit G and hereby incorporated by reference herein for all purposes as if fully copied and set forth herein verbatim.
- 2.2.2 Contractor understands and agrees that it shall be responsible for and liable for any and all damages, costs and fines incurred by County in connection with disclosure by Contractor or its personnel of any confidential information or documentation without County's consent.
- 2.2.3 As used in this Section 2.0 "Contractor personnel" or "its personnel" includes Contractor's officers, employees, agents, representatives, and subcontractors.
- 2.2.4 As used in this Section 2.0, "confidential information" and "confidential documentation" mean information or documentation, respectively, relating in any way to the Security Equipment described in this Agreement including the Exhibits and Attachments hereto, or in any amendment or modification to this Agreement including any exhibits and attachments thereto, unless such information is public under the TPIA.

2.3 Disclosure and Use.

- 2.3.1 Contractor may disclose confidential information and confidential documentation only to its personnel. Contractor, including its personnel, shall use such confidential information and such confidential documentation only for the purposes described in this Agreement, including the Exhibits and Attachments hereto.
- 2.3.2 By furnishing confidential information and confidential documentation to Contractor, including its personnel, County does not waive or otherwise relinquish any right of non-disclosure or other privilege available to it under the TPIA or other applicable statute, law, or regulation.

2.4 Survival. The requirements set forth in this Section 2.0 shall survive the termination or expiration of this Agreement.

3.0 SECURITY COMPLIANCE

3.1 Requirements. The services and replacement equipment provided by Contractor must be secure, comply with all Travis County Information Security Requirements, and include appropriate levels of confidentiality and integrity, in accordance with Section 34.0 of the General Provisions (Exhibit D). In providing services and equipment under this Agreement, Contractor must also meet or exceed all federal, state and local government laws and regulations, governing the creation, use, storage, access, accessibility, maintenance, processing and transmission of confidential information.

3.2 Compliance. County shall cooperate with Contractor in Contractor's performance of its obligations under this Agreement; and, provided Contractor complies with the Travis County Security Requirements, County shall provide Contractor access to County's Security Equipment, as needed for Contractor to perform its obligations under this Agreement.

4.0 TERM OF CONTRACT

This Agreement shall commence on the date of its approval by the Travis County Commissioners Court (the "Effective Date") and shall continue in full force and effect for a term of one year, unless terminated as provided in this Agreement including Exhibit D attached hereto. Upon expiration of the initial one year term, this Agreement shall automatically renew for a second one year term, unless terminated as provided in this Agreement including Exhibit D. Upon expiration of the second one year term, this Agreement shall automatically renew for a third one year term, unless terminated as provided in this Agreement including Exhibit D.

5.0 WARRANTIES

5.1 TERM. CONTRACTOR'S WARRANTY UNDER SUBSECTION 5.2 HEREOF COVERS EACH PIECE OF EQUIPMENT PROVIDED BY CONTRACTOR IN CONNECTION WITH ITS REPAIR AND REPLACEMENT SERVICES, AS WELL AS MISCELLANEOUS ITEMS OF THE TYPE DESCRIBED IN EXHIBIT A. THE TERM OF CONTRACTOR'S WARRANTY FOR EACH PIECE OF EQUIPMENT AND FOR EACH ITEM SHALL BE NINETY (90) CALENDAR DAYS AFTER INSTALLATION OF THE EQUIPMENT OR ITEM. IN ADDITION TO ITS WARRANTY, CONTRACTOR SHALL PASS ON TO COUNTY ANY APPLICABLE MANUFACTURER'S WARRANTY COVERING THE EQUIPMENT OR ITEM. AS USED IN THIS SECTION 5.0, "EQUIPMENT" MEANS THE REPLACEMENT EQUIPMENT LISTED IN EXHIBIT C, OR IN ANY AMENDMENT OR MODIFICATION HERETO COVERING REPLACEMENT EQUIPMENT.

5.2 SCOPE OF WARRANTY. CONTRACTOR WARRANTS THAT, FOR THE 90 DAY PERIOD APPLICABLE TO EACH PIECE OF REPLACEMENT EQUIPMENT AND EACH ITEM PROCURED UNDER THIS AGREEMENT OR ANY AMENDMENT OR MODIFICATION HERETO, THE EQUIPMENT AND THE ITEMS WILL BE FREE OF DEFECTS AND WILL FUNCTION IN ACCORDANCE WITH APPLICABLE MANUFACTURER'S SPECIFICATIONS.

5.3 NOTICE. IN THE EVENT A PIECE OF EQUIPMENT OR AN ITEM IS DEFECTIVE OR FAILS TO FUNCTION IN ACCORDANCE WITH APPLICABLE MANUFACTURER'S SPECIFICATIONS, COUNTY WILL NOTIFY CONTRACTOR OF SUCH FAILURE AND CONTRACTOR SHALL, AT NO COST TO COUNTY, REPAIR OR REPLACE THE DEFECTIVE EQUIPMENT OR ITEM, AS APPLICABLE, SO THAT IT NO LONGER HAS THE DEFECT AND FUNCTIONS IN ACCORDANCE WITH APPLICABLE MANUFACTURER'S SPECIFICATIONS.

5.4 COSTS. DURING THE APPLICABLE WARRANTY PERIOD, CONTRACTOR IS RESPONSIBLE FOR ALL LABOR, MATERIALS, AND OTHER COSTS ASSOCIATED WITH REPAIR AND/OR REPLACEMENT OF DEFECTIVE EQUIPMENT AND DEFECTIVE ITEMS UNDER SUBSECTION 5.3 HEREOF.

6.0 PERSONNEL QUALIFICATIONS

6.1 Qualifications. Contractor warrants and represents that Contractor's personnel, including its officers, employees, agents, representatives, and subcontractors have the knowledge, ability, expertise, and experience to perform services and furnish the equipment required under this Agreement including Exhibits and Attachments hereto or under any amendment or modification hereto.

6.2 Licenses and Certificates. The Contractor covenants to undertake no task in which a professional license or certificate is required unless Contractor or someone under Contractor's direction is appropriately licensed.

6.3 Termination. In the event County, in its sole judgment, determines that Contractor lacks such knowledge, ability, expertise, and experience to perform services and furnish equipment under this Agreement, including the Exhibits and Attachments hereto, at the standards prescribed under Subsection 1.5 hereof, County may immediately terminate this Agreement without further liability to Contractor.

6.4 Rejection. County shall have the right to reject at any time any Contractor personnel whose qualifications, in County's sole judgment, do not meet the standards set forth in this Section 6.0 and Subsection 1.5 hereof. In the event of such rejection, County shall not be liable for any costs or charges associated with performance by a person who, in the County's sole judgment, lacks the knowledge, ability, expertise, and experience to perform the required services or furnish the required equipment.

7.0 PURCHASE ORDERS

Contractor will not perform any services or furnish any equipment under this Agreement, until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference contract and purchase order numbers on all invoices submitted to the Travis County Auditor. Upon issuance of a purchase order, a representative of FMD will contact the Contractor with the equipment or services needed to be provided under this Agreement. The Contractor must respond by performing the services or providing the equipment at the time required and as prescribed in this Agreement. Failure to act in this manner may result in termination of this Agreement.

8.0 CONTRACT ADMINISTRATOR

For purposes of monitoring performance and approving and coordinating schedules, services and equipment, the County department named below shall act as administrator on behalf of Travis County:

Travis County Facilities and Management Department
Lloyd Evans (or designee)
Building Maintenance Division Director
1010 Lavaca Street, Suite 400
Austin, TX 78701
512-854-9661
lloyd.evans@co.travis.tx.us

9.0 CONTRACTOR WARRANTIES; IMPLIED SERVICES

9.1 Warranties and Representations. Contractor warrants and represents that it has made all investigations and examinations necessary to be fully informed regarding the requirements of this Agreement, including Exhibits and Attachments hereto, and the facilities for performing services and furnishing equipment hereunder. Contractor also warrants and represents that all conditions, site or otherwise, have been taken into account in determining the compensation prescribed in Subsection 7.1 of Exhibit D attached hereto, including the offered prices set forth in Exhibits A and C and the labor rates prescribed in Exhibit B attached hereto.

9.2 No Change in Compensation. No plea of ignorance by Contractor of conditions that exist as a result of failure or omission on the part of Contractor to make the necessary examinations and investigations, or Contractor's failure to fulfill its obligations under this Agreement, including the Exhibits and Attachments hereto, will be accepted as a basis for varying the requirements of Travis County or the compensation to Contractor under this Agreement including Exhibit D attached hereto. There will be no increase in compensation paid to Contractor under this Agreement including Exhibit D, based upon Contractor's misunderstanding or lack of knowledge about the requirements of this Agreement including the Exhibits and Attachments hereto. Notwithstanding the foregoing, County and Contractor may agree to additional compensation for services covering additional buildings or for additional replacement equipment, by amending or modifying this Agreement as provided in Section 11.0 hereof.

9.3 Information. Contractor warrants and represents that all of the information provided in Exhibits A, B, and C, as well as Attachments A, B, C and D, is true and correct and that Contractor will use its best efforts to provide quality services and furnish quality equipment to County.

9.4 Implied Services. Contractor acknowledges and agrees that if any services, functions or responsibilities not specifically described in this Agreement are required for the proper performance of services and furnishing of equipment described in this Agreement, including the Exhibits and Attachments hereto, they shall be deemed to be implied by and included within the scope of this Agreement to the same extent and in the same manner as if specifically described herein. Except as otherwise expressly provided in this Agreement, Contractor shall be responsible for providing the personnel and equipment as necessary to provide the services and equipment described in this Agreement including the Exhibits and Attachments hereto.

10.0 EXHIBITS AND ATTACHMENTS

The Exhibits and Attachments enumerated below are hereby incorporated by reference into this Agreement, made a part of this Agreement, and constitute promised performances by Contractor in accordance with the terms, conditions and provisions of this Agreement:

- (i) Exhibit A: Building/Site Site Listing - Preventive Maintenance Annual Rate;
- (ii) Exhibit B: Labor Rates;
- (iii) Exhibit C: Security Equipment Replacement Pricing;
- (iv) Exhibit D: General Provisions;
- (v) Exhibit E: Ethics Affidavits;
- (vi) Exhibit F: Insurance Requirements;
- (vii) Exhibit G: Non-Disclosure and Confidentiality Agreement;
- (viii) Attachment A: Security Maintenance Services Estimating Form/Job Summary Sheet;
- (ix) Attachment B: Security Maintenance Services Estimating Form Labor/Subcontract Items;
- (xi) Attachment C: Security Maintenance Services Materials Pricing;
- (xii) Attachment D: Security Equipment Maintenance and Repair Time Report.

11.0 CONTRACT AMENDMENT

This Agreement may be modified or amended only by written instrument, signed by both County and Contractor. Except as otherwise authorized by the Travis County Commissioners Court, no official, employee, agent or representative of the County has any authority, either express or implied, to modify or amend this Agreement.

12.0 AUTHORITY TO EXECUTE

Contractor hereby warrants and agrees that Kirk Davison, President, Commercial Security Integration, Inc., has been duly authorized by Contractor to sign the Agreement, including Exhibits and Attachments hereto, on behalf of Contractor and to bind Contractor validly and legally to all the terms, conditions and provisions of this Agreement. If Contractor alleges that said person lacks such authority, County may immediately terminate this Agreement without penalty or liability to Contractor.

13.0 ENTIRE CONTRACT


This Agreement, including all Exhibits and Attachments hereto, represents the final, integrated, written agreement between the parties with respect to the covered subject matter and supersedes any and all prior negotiations, representations, or agreements, either oral or written, covering the subject matter of this Agreement.

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

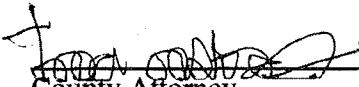
Date: _____

COMMERCIAL SECURITY INTEGRATION, INC.

By: 
Name: Kirk Davison
Title: President

Date: 7/24/10

APPROVED AS TO FORM:


County Attorney

By law, the County Attorney's Office may only advise or approve contracts for its clients. It may not advise or approve a contract for other parties. Our review and approval of this contract was conducted solely from the legal perspective of our client. Other parties should not rely on this approval and should seek advice from their own attorney.

AVAILABILITY OF FUNDS CONFIRMED:

SEE VERIFICATION FORM

Date: _____

Susan Spataro
Travis County Auditor

COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:

Date: _____

Cyd V. Grimes
Travis County Purchasing Agent

**EXHIBIT B
LABOR RATES**

ITEM UNIT NO.	DESCRIPTION	UNIT	PRICE
1.	<u>Security Engineer</u> Straight Time (working during the hours of 8:00 a.m. – 5:00 p.m.) Monday through Friday	Hour	\$ <u>100.00</u>
2.	<u>Certified Security Technician</u> Straight Time (working during the hours of 8:00 a.m. – 5:00 p.m.) Monday through Friday	Hour	\$ <u>75.00</u>
3.	<u>Security Engineer</u> Urgent Time (working during the hours of 5:01 p.m. – 7:59 a.m.) Monday through Friday Weekends and Holidays (all hours) Portal to Portal	Hour 2 hour Minimum	\$ <u>300.00</u>
4.	<u>Certified Security Technician</u> Urgent Time (working during the hours of 5:01 p.m. – 7:59 a.m.) Monday through Friday Weekends and Holidays (all hours) Portal to Portal	Hour 2 hour Minimum	\$ <u>250.00</u>
5.	<u>Trip Charge</u> A. Expedited Same Day Service B. Service for Outlying area's that exceed an 8 mile Radius from Courthouse		\$ <u>50.00</u>

NOTE: All times are local to Travis County, Texas.

Exhibit D
GENERAL PROVISIONS

1.0 GENERAL DEFINITIONS:

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means the Travis County Commissioners Court.
- 1.3 "County Building" means any County owned buildings, as well as any buildings leased by County.
- 1.4 "Is doing business" and "has done business" mean:
 - 1.4.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property or property interest, either real or personal, either legal or equitable; or
 - 1.4.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;
 - 1.4.3 But shall not include:
 - (A) Any payment, receipt, loan, or receipt of a loan which is not more than \$250 per calendar year in the aggregate, or
 - (B) Any retail transaction for goods or services sold to a key contracting person at a posted, published, or marked price available to the general public, or
 - (C) Any financial services product sold to a key contracting person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by the provider in the ordinary course of its business; or
 - (D) A transaction for a financial service or insurance coverage made on behalf of a national or multinational corporation by an agent, employee or other corporate representative who does not know and is not in position that he or she should have known about the Agreement with County.
- 1.5 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Ethics Affidavit (Exhibit E).
- 1.6 "Purchasing Agent" means the Travis County Purchasing Agent.
- 1.7 "County" means Travis County, Texas, a political subdivision of the State of Texas.
- 1.8 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or

economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:

- 1.8.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and
- 1.8.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

2.0 GENERAL CONDITIONS:

Contractor represents that he has thoroughly examined the Agreement including all Exhibits and Attachments thereto.

3.0 CONTRACTOR CERTIFICATIONS:

3.1 Certificates. Contractor certifies that he is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, and has not filed for bankruptcy. He further certifies that the company, corporation or partnership is not currently delinquent with respect to payment of property taxes within County.

3.2 Patent, Copyright, Trade Secret and Other Intellectual Property Rights.

3.2.1 Contractor further represents and warrants that (i) all applicable copyrights, patents, trade secrets, trademarks, service marks, licenses and other proprietary and intellectual property rights that may exist on equipment, hardware, software, products and documentation used in this Agreement have been adhered to and (ii) County shall not be liable for any infringement or misappropriation of those rights and any rights granted to County hereunder shall apply for the duration of this Agreement. Contractor shall, at its sole cost and expense, indemnify, defend and hold harmless the County, its officers, agents, employees and representatives from and against any and all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, court costs, and attorneys' fees for damages to any person or property arising in connection with any alleged or actual infringement or misappropriation of existing copyrights, patents, trade

secrets, trademarks, service marks, licenses, and other proprietary or intellectual property rights applicable to the equipment, hardware, software, other products, documentation, or services used under this Agreement. In the event that an infringement or misappropriation suit or proceeding arises, Contractor shall, at its sole cost and expense, secure County's right to continue using the equipment, hardware, software, other products, documentation, or services, as applicable, or replace or modify all or part of the equipment, hardware, software, other product, documentation, or service to render it non-infringing, so long as such replacement or modification does not adversely affect the operation of the Security Equipment or security system. If neither alternative is available on commercially reasonable terms, then, at the request of Contractor, County will discontinue the use of the equipment, hardware, software, other product, documentation, or service, as applicable, and Contractor will grant County a credit for any fee paid to Contractor, less a reasonable offset for use by County and obsolescence. In the event of discontinued use, County will return the infringing item to Contractor, provided return is permissible under applicable Texas retention statutes and regulations.

3.2.2 Contractor will not defend or indemnify County if any claim of infringement or misappropriation: (i) relates solely to a product which is not covered by this Agreement. A product is considered to be "covered by this Agreement" if it is listed in this Agreement or one of the Exhibits or Attachments hereto, is covered by an amendment or modification to this Agreement, or is included as part of a product listed in this Agreement, an Exhibit or Attachment hereto, or an amendment or modification hereto.

3.2.3 The indemnities provided to County by Contractor hereunder are dependent upon Contractor's receipt of the claim: (i) giving Contractor written notice of such claim within a reasonable time after County's receipt of the claim; (ii) permitting Contractor to defend or settle the claim; (iii) not at any time admitting to liability in respect of the whole or any part of the claim or agreeing to settle or dispose of the claim; (iv) providing all reasonable assistance to Contractor in defending or settling the claim.

3.2.4 The indemnity provisions set forth in this Subsection 3.2 shall survive the termination or expiration of this Agreement.

4.0 DISPUTES AND APPEALS:

The Purchasing Agent acts as the County representative in the issuance and administration of this Agreement in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent or other authorized County person, in relation to disputes is void unless otherwise stated in this Agreement. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not

resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

5.0 FUNDING:

Funds for payment on this Agreement have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, County cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The fiscal year for County extends from October 1st of each calendar year through September 30th of the next calendar year.

6.0 FUNDING OUT:

Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving Contractor thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.

7.0 INVOICING/PAYMENTS:

7.1 For preventive maintenance services provided under this Agreement, including the Exhibits and Attachments hereto, and for miscellaneous items of the type described in Exhibit A, County shall pay Contractor, on an annual basis, a total sum not to exceed Twenty Six Thousand Five Hundred Twenty-Five Dollars (\$26,525) for the initial, one year term, and for each subsequent renewal term, if the Agreement is renewed as provided in Section 4.0 of the Agreement; provided, however, additional sums may be authorized by amendment or modification of the Agreement for preventive maintenance services and miscellaneous items covering additional buildings not listed in Exhibit A. Contractor shall perform repair services at the labor rate prescribed in Exhibit B (as documented by Attachments A, B, C, and D) for the initial, one year term, and for each subsequent renewal term, if the Agreement is renewed as provided in Section 4.0 of the Agreement. Before performing any repair services, Contractor must obtain approval from FMD. For replacement equipment listed in Exhibit C, County shall pay Contractor the corresponding price for the piece of equipment provided by Contractor during the initial one year term of the Agreement, and during each subsequent renewal term, if the Agreement is renewed as provided in Section 4.0 of the Agreement; provided, however, additional pieces of replacement equipment may also be procured by amendment or modification of the Agreement.

7.2 Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance

with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor, before any Contract funds are payable. If Contractor changes its vendor name or taxpayer identification number, Contractor shall notify the County Purchasing Agent immediately and provide a new W-9. No change in the obligations of or to Contractor will be recognized until it is approved by Commissioners Court.

- 7.3 All payments under this Agreement are subject to the Texas Prompt Payment Act, TEX. GOV'T CODE ANN. ch. 2251 and shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and within thirty (30) days after County's receipt of a valid invoice to the address below:

Ms. Susan Spataro
County Auditor
P.O. Box 1748
Austin, Texas 78767

- 7.4 At a minimum, valid invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Agreement; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Agreement. County will not pay invoices that are in excess of the amount authorized by the Purchase Order.

- 7.5 Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of valid invoice, whichever is last.

- 7.6 Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

- 7.7 Notwithstanding anything else to the contrary in this Agreement, if the Contractor is delinquent in the payment of property taxes in Travis County at the time of invoicing, the Contractor hereby assigns any payment to be made for services and equipment covered by this Agreement to the Travis County Tax Assessor/Collector for the payment of said delinquent taxes. In addition, Contractor is responsible for all other taxable matters associated with providing services and equipment under this Agreement.

8.0 DISCOUNTS:

In connection with any discount offered, time will be computed from the date of receipt of products or services or from the date a valid invoice is received, whichever is the later date.

9.0 PERSONS WITH OUTSTANDING DEBTS TO OTHER GOVERNMENTAL BODIES:

- 9.1 If notice of indebtedness has been filed with the County Auditor or County Treasurer, evidencing the indebtedness of a person to the state, Travis County, or a salary fund, a warrant may not be drawn on a county fund in favor of a person, or

the agent or assignee(s) of a person, until the person owing the debt is notified in writing that the debt is outstanding and the debt is paid.

- 9.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.
- 9.3 County may apply any funds County owes Contractor to the outstanding balance of debt for which notice is made under Section 9.1 above, if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding debt.
- 9.4 Contractor is hereby notified that County may apply any funds the County owes Contractor under this Agreement to offset or reduce any outstanding balances Contractor owes the State of Texas, Travis County, or a salary fund.
- 9.5 This Agreement shall be interpreted and construed in accordance with Section 154.045 of the Texas Local Government Code as enacted or as amended.

10.0 OFFICIALS NOT TO BENEFIT:

If a member of the Commissioners Court belongs to a cooperative association, the county may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11.0 COVENANT AGAINST CONTINGENT FEES:

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

12.0 ASSIGNMENT:

- 12.1 Assignment. Neither party shall transfer or assign any right, obligation or interest in this Agreement, directly or indirectly, voluntarily or involuntarily, without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, however, the requirement of County consent shall not apply to the outright sale of Contractor's business such that Contractor is no longer involved in the business's operations. Express written approval of the other party is subject to any terms, conditions and provisions which the other party may deem necessary; provided, however, such terms or conditions shall not include any increase in the contract price described in Subsection 7.1 hereof. No such approval shall be deemed in any way to provide for the occurrence of any obligation of the other party in addition to its obligations under this Agreement including the exhibits and attachments hereto. Approval of the assignment by the other party shall not be deemed a waiver of any right accrued or accruing against the party making the assignment. No assignee of the assigning party shall assign this Agreement without

the prior written approval of the other party, which approval shall not be unreasonably withheld, and such assignment shall be subject to the terms and conditions of this Subsection 12.1. No official, employee, representative or agent of County has the authority to approve any assignment under this Agreement unless that specific authority is expressly granted by Commissioners Court.

12.2 Successors Bound. The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

12.3 Change of Name. If a change of Contractor's name is required, the Purchasing Agent shall be notified immediately. No change in the obligations of or to Contractor will be recognized until it is approved by Commissioners Court.

13.0 **FORCE MAJEURE:**

If the performance by either party of any of its obligations under this Agreement is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof; provided, however, the party experiencing the event of force majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of force majeure. The party experiencing an event of force majeure shall promptly notify the other party of the event. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, County may terminate a purchase order if it is determined by County that Contractor will not be able to deliver products and/or services in a timely manner to meet the business needs of County.

14.0 **TERMINATION FOR DEFAULT:**

Failure by either County or Contractor in the performance of its respective obligations under this Agreement shall constitute a breach of this Agreement by that party. In the event of breach by one party, the other party may require corrective action within ten (10) calendar days after date of receipt by the party in breach of written notice citing the exact nature of the breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Agreement should not be terminated for default. Commissioners Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County legal representative only and all replies shall be made in writing to the Purchasing Agent or legal representative at the address provided herein or at the address provided in the Notice. Notices issued by or to anyone other than the Purchasing Agent or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Agreement in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the Contractor. At a minimum, Contractor shall be required to pay any difference in the cost of

securing the products or services covered by this Agreement, or compensate for any loss or damage to the County derived hereunder should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorneys' fees. In the event of Termination for Default, County, its officers, agents, employees, or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

15.0 **TERMINATION FOR CONVENIENCE:**

County reserves the right to terminate this Agreement upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination the County shall pay the Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Agreement prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Contractor is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Agreement, said supplies or materials shall become the property of County and shall be delivered to the Travis County Facilities and Management Department at the address shown in Section 8.0 of the Agreement, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated to be made hereunder.

16.0 **CHANGES:**

16.1 Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any exhibits or attachments to it shall be made by written change order signed by both parties. On behalf of the County, the Purchasing Agent may at any time, by written document, make changes within the general scope of this Agreement in any one of the following:

16.1.1 Description of services;

16.1.2 Place of delivery;

16.1.3 Any aspect of this Agreement to correct errors of a general administrative nature or other mistake, the correction of which does not affect the scope of the Agreement and does not result in expense to the Contractor.

16.2 It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to change the scope of this Agreement or any exhibits or attachments to it unless expressly granted that authority by the Commissioners Court.

16.3 If any change under 16.1 causes an increase or decrease in the cost, or time required for performance of any part of the work under this Agreement, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify this Agreement. The Contractor must submit any "proposal for adjustment" within thirty (30) calendar days after the date of receipt of the change order.

- 16.4 Contractor shall submit all requests for alterations, additions or deletions of the terms of this Agreement or any exhibits or attachments to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

17.0 COUNTY ACCESS:

At no charge to County, Contractor shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this Agreement for inspection, audit or reproduction by any authorized representative of County to the extent these records will properly reflect these costs and expenses. These include all costs, both direct and indirect, of labor, materials, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Agreement. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract period, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily. For purposes of this Paragraph, "contract period" includes the initial, one year contract term, and each subsequent renewal term if the contract is renewed under Section 4.0 of the Agreement.

18.0 SUBCONTRACTS:

- 18.1 Contractor shall not enter into any subcontracts for any equipment, hardware, service, or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Contractor that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.
- 18.2 If a subcontract is approved, Contractor must make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to be subcontractors under this Agreement. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Agreement and may result in termination of this Agreement.

19.0 MONITORING:

Through the Contract Administrator, County reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms of this Agreement, and of the adequacy and timeliness of Contractor's performance under this Agreement. After each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take the actions specified in the monitoring report prior to the deadlines specified.

20.0 CIVIL RIGHTS/ADA COMPLIANCE:

Contractor shall provide all services and activities required by this Agreement in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

21.0 GRATUITIES:

County may terminate this Agreement if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

22.0 FORFEITURE OF CONTRACT:

22.1 Contractor must forfeit all benefits of the Agreement and County must retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this Agreement if:

22.1.1 Contractor was doing business at the time of execution of this Agreement by Contractor or had done business during the 365 day period immediately prior to the date on which this Agreement is executed by Contractor with one or more Key Contracting Persons, if Contractor has not disclosed the name of any such Key Contracting Person in the Ethics Affidavit attached hereto as Exhibit E; or

22.1.2 Contractor does business with a Key Contracting Person after the date on which this Agreement is executed by Contractor and prior to full performance of this Agreement and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court within ten (10) days of commencing business with that Key Contracting Person.

23.0 NOTICES:

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

23.2 The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M.
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

23.3 The address of the Contractor for all purposes under this Agreement and for all notices hereunder is:

Kirk Davidson
President
Commercial Security Integration, Inc.
2600 McHale Court Suite 150
Austin, Texas 78758

23.4 Each party may change the address for notice to it by giving notice of the change in compliance with this Section 23.0.

24.0 CONSTRUCTION OF CONTRACT:

24.1 Law and Venue. This Agreement shall be governed, interpreted and construed by the laws of the United States of America, and the State of Texas without regard to its conflict of law principles and, all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement shall lie in the appropriate courts of Travis County, Texas, exclusively and, the parties hereby submit to the jurisdiction and venue of such courts, and agree not to raise the issue of forum nonconveniens in any such proceeding.

24.2 Severability. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

24.3 Headings. Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Agreement.

24.4 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this Agreement are stated in Central Standard Time or in Central Daylight Saving Time, as applicable.

24.5 Gender and Number: Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

25.0 GENERAL INDEMNITY:

Contractor shall indemnify, defend, and hold harmless County, its officers, agents, employees, and representatives from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and attorneys' fees, arising in connection with the services and replacement equipment provided by Contractor under this Agreement. It is the expressed intention of the parties to this Agreement, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

26.0 ORDER OF PRECEDENCE:

In the event of inconsistencies between provisions of this Agreement and the Exhibits and Attachments hereto, the inconsistency shall be resolved by giving precedence in the following descending order:

- 26.1 The terms, conditions and provisions of the Agreement including this Exhibit D ("General Provisions");
- 26.2 Exhibit G: Non-Disclosure and Confidentiality Agreement;
- 26.3 Exhibit A: Building Site Listing, including Contractor's standard forms set forth in Attachments A and D to this Agreement;
- 26.4 Exhibit B: Labor Rates, and Exhibit C: Security Equipment Replacement Pricing, including Contractor's standard forms set forth in Attachments B and C to this Agreement;
- 26.5 Other Exhibits attached to this Agreement; and
- 26.6 Other provisions whether incorporated by reference in this Agreement or otherwise referenced herein.

27.0 ADDITIONAL GENERAL PROVISIONS:

- 27.1 Contractor must comply with all Federal and State laws and regulations, and City and County ordinances, orders, and regulations, relating in any way to this Agreement.
- 27.2 Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 27.3 Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- 27.4 Contractor shall give consideration to recycled boxes, water soluble peanuts, and other products that replace bubble wrap and petroleum based peanuts which are harmful to the environment.

- 28.0 DESIGNATED COUNTY HOLIDAYS 2010:** No services will be performed and no deliveries will be accepted on designated County holidays, unless specific prior arrangements have been made. The approved County holiday schedule for 2010 may be obtained from the Purchasing Agent upon request. Future schedules are expected to be

similar.

29.0 MEDIATION:

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

30.0 CONFLICT OF INTEREST QUESTIONNAIRE:

If required under Chapter 176, Texas Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

31.0 NON-WAIVER OF DEFAULT:

31.1 The waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term or condition. No official, agent, employee, or representative of County may waive any breach of any term or condition of this Agreement unless expressly granted that specific authority by Commissioners Court.

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

31.3 All rights of Contractor under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right to Contractor under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken

in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

32.0 CERTIFICATION OF ELIGIBILITY:

Contractor certifies that at the time of execution of this Agreement, it was not on the Federal Government's list of suspended, ineligible, or debarred contractors and that it has not been placed on this list. If the Contractor is placed on the list during the term of this Agreement, Contractor shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in terminating this Agreement for default.

33.0 INSURANCE REQUIREMENTS:

During the period of this Agreement, including the initial term and any subsequent renewal terms, Contractor shall maintain at its own expense, insurance with limits not less than those prescribed in Exhibit F attached hereto and in accordance with the other requirements set forth in Exhibit F.

34.0 SECURITY COMPLIANCE:

34.1 Network, Computer, and Information Security Compliance:

The products and/or services solicited through this Agreement must be and remain in compliance with applicable Texas law.

The products and/or services solicited through this Agreement must be and remain in compliance with all Travis County network, computer, software, and information security policies, standards, specifications, guidelines, processes and procedures already developed or deployed or subsequently developed or deployed and used by or for the Travis County Department of Information and Telecommunications Services ("ITS") and/or a department, office or division of any elected or appointed Travis County official (collectively, the "Travis County Security Requirements" or the "Security Requirements"). The documents comprising the Security Requirements may be obtained upon request from ITS and upon execution of the Travis County Non-Disclosure and Confidentiality Agreement set forth in Exhibit G attached to the Agreement.

34.2 Initial Compliance: Contractor's products and/or services shall comply with the Security Requirements including but not limited to the Travis County Asset Management Policy, Lifecycle Management Standard, Configuration Management Standard, Change Control Standard, and System Development Lifecycle Standard. The Contractor's products and/or services must operate with and be compatible with any and all network security, computer security, software security, and/or information security safeguards, including security hardware, software, and appliances deployed by County (the "Security Safeguards").

34.3 Certification of Compliance: Contractor must perform a self-conducted compliance review of Contractor's products and/or services and provide to the County, written certification in the form of a completed, signed, and dated

compliance review checklist, attesting that Contractor's products and/or services are compliant with the Security Requirements. An authorized official of the Contractor's company must sign and date the compliance review checklist.

- 34.4 Exceptions to Compliance Prior to Contract Award: If the Contractor's products and/or services are not in full compliance, the Proposer may choose to provide a response to this request, noting the specific exceptions to compliance, the reasons for non-compliance, Contractor's future intention to achieve compliance or reasons why compliance is not necessary or desirable, and/or other comments that the County should take into consideration in evaluating the Proposer's response.**

- 34.5 Ongoing Compliance Upon Execution of Contract:**

Contractor's products, services, practices, and/or procedures must remain in compliance with the Security Requirements and compatible with the Security Safeguards, including complying with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur throughout the contract period including the initial contract term and any renewal term of the Agreement.

The Contractor shall provide the required hardware, software, materials, expertise, and/or labor required to ensure ongoing compliance of the Contractor-provided products and/or services with the Security Requirements, including operability and compatibility with the Security Safeguards as a part of ongoing maintenance and support.

The Contractor-provided goods, services, practices, and/or procedures must be accredited by the ITS Department Security Manager before being connected into the Travis County Government Network or placed into any County production operation environment. Accreditation is achieved by undergoing a Security Assessment that shows the Contractor supplied products and/or services are compliant with the Security Requirements and Security Safeguards. This security evaluation of the specific services and equipment covered by the Agreement may reveal aspects of the architecture, implementation, operation, maintenance, and/or other aspect of these services and equipment that may necessitate incorporating additional solution-specific information security requirements to protect County computers, networks, software, information, and facilities.

- 34.6 Notification of Non-Compliance or Incompatibility:**

If Contractor determines, at any time during the Contract term, including the initial term and any renewal term, that Contractor's products, services, practices, and procedures do not comply with County's current Security Requirements and/or are not compatible with County's current Security Safeguards, the Contractor shall notify the ITS Help Desk by no later than the end of the business day following the confirmation by the Contractor of the non-compliance or incompatibility.

If the County determines at any time during the Contract term, including the initial term and any renewal term, that the Contractor's products, services, practices, and procedures do not comply with County's current Security Requirements and/or are not compatible with County's current Security Safeguards, the County shall notify the Contractor by no later than the end of the business day following the confirmation by the County of the non-compliance or incompatibility.

34.7 Remedy of Non-Compliance or Incompatibility:

In the event that either the County or the Contractor are notified of a non-compliance and/or incompatibility, the Contractor shall:

Determine the effort and cost to bring Contractor's products, services, practices, and procedures into compliance and compatibility;

Provide to the County a draft working plan, including schedule, work effort and cost details, to remedy the non-compliance or incompatibility, no later than 5 working days after notification of the non-compliance and/or the incompatibility has been confirmed.

The County, at its sole discretion, shall determine whether the Contractor must bring some, all, or none of the non-compliant or incompatible Contractor's products, services, practices, and procedures into compliance with County's current Security Requirements and/or into compatibility with County's current Security Safeguards. Any instance of non-compliance or incompatibility that the County does not require to be brought into compliance or compatibility will be noted as an exception. The County may choose, in its sole discretion, at any time, to remove the exception and require compliance and/or compatibility.

The Contractor shall be responsible for all costs associated with bringing Contractor-supplied products, services and/or Contractor processes and practices into compliance with the Security Requirements and compatibility with the Security Safeguards.

The County may, at its sole discretion, provide some, all or none of the hardware, software, materials, expertise, and labor that may be required from time to time to bring the Contractor-supplied products, services, practices, and/or procedures into compliance with the Security Requirements and the Security Safeguards.

34.8 Connectivity and Access to County Network, Systems, Software, and/or Information:

The Contractor and Contractor personnel who will be providing and/or maintaining products and/or services, and who may from time to time access County systems, networks, software, and/or information, must be familiar with, and agree to adhere to and comply with the Security Requirements that pertain to and govern access to County computers, networks, software, and information including without limitation the Travis County Government Asset Protection Policy, Access Control Standard, Remote Access Standard, Security

Awareness Policy, and Third Party Security Awareness Standard. As used in this Subsection, "Contractor personnel" has the meaning set forth in Subsection 2.3.3.

34.9 As used in this Section 34.0, the terms "products" and "Contractor-supplied products" mean all the replacement equipment and miscellaneous items provided by Contractor under the Agreement and the Exhibits and Attachments thereto including all the hardware, software, and other products included with or within such replacement equipment and miscellaneous items.

35.0 Sovereign Immunity. No provision of the Agreement or this Exhibit D is in any way intended to constitute a waiver by Travis County of any immunities from suit or liability that County may have by operation of law and Travis County hereby retains all of its affirmative defenses.

Executed in duplicate on the _____ day of _____, 2010.

TRAVIS COUNTY

By: _____

Samuel T. Biscoe
County Judge

Date: _____

**COMMERCIAL SECURITY
INTEGRATION, INC.**

By: _____

Kirk Davidson
President

Date: 7-21-10

EXHIBIT E
ETHICS AFFIDAVIT

STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: 7/21/10
Name of Affiant: KIRK DAVIDSON
Title of Affiant: President
Business Name of Proposer: Commercial Security Integration
County of Proposer: Travis County,

Affiant on oath swears that the following statements are true:

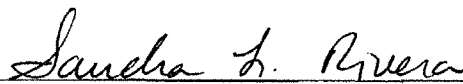
1. Affiant is authorized by Proposer to make this affidavit for Proposer.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proposer has received the list of Key Contracting Persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Exhibit "1" with whom Proposer is doing business or has done business during the 365 day period immediately before the date of Proposer's execution of the Agreement whose name is not disclosed in the Disclosure/Warrant attached to this affidavit as Exhibit "2".



Signature of Affiant

2600 McHale Ct. Ste. 150, Austin, TX 78758
Address

SUBSCRIBED AND SWORN TO before me by July on 21st, 2010.



Notary Public, State of

Sandra L. Rivera

Typed or printed name of notary

My commission expires: 12-9-2010

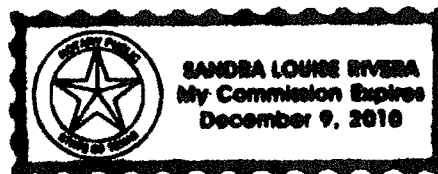


EXHIBIT G**Non-Disclosure and Confidentiality Agreement for Documents Comprising the
ITS Security Requirements**

Instructions: After signing this document, please return to George Monnat via Fax at 512-854-9175 or via email at george.monnat@co.travis.tx.us. Upon receipt of the signed document, the requested information will be forwarded. The original signed Non-Disclosure and Confidentiality Agreement ("NDA") should be returned with the Agreement signed by vendor.

1. In the interest of obtaining all information relevant for purposes of providing the requested services and/or equipment under the Agreement between Travis County and Commercial Security Integration, Inc. for Preventive Maintenance and Servicing of Building Access Control Systems (the "Agreement"), the undersigned¹ hereby agrees, to the extent permitted by law, to treat confidential any and all information and documentation furnished to the undersigned, but in any event the information contained in the specific documents listed below (the "Confidential Information").


The undersigned agrees to treat the Confidential Information as confidential at all times before execution of the Agreement, during the Agreement including all amendments and modifications thereto, and in perpetuity after termination or expiration of the Agreement.

2. The undersigned acknowledges that Travis County has developed the Confidential Information and that Travis County considers such information confidential and proprietary. The undersigned shall not, without first obtaining County's prior written consent, disclose the Confidential Information to any person or entity other than to the officers, employees, agents, and representatives of the undersigned or duplicate the Confidential Information in whole or in part.
3. The sole purposes for which the undersigned may disclose the Confidential Information to its officers, employees, agents, and representatives shall be limited to: (i) the evaluation of a continuing and/or further business relationship with Travis County; and (ii) in the event the Agreement is modified, amended, or extended, the fulfillment of its contractual obligations to Travis County under the Agreement including any and all amendments or modifications thereto.
4. The undersigned shall maintain the confidentiality of the Confidential Information in accordance with Section 2.0 of the Agreement and this NDA, including instructing its officers, employees, agents, and representatives regarding the

¹ As used in this Non-Disclosure and Confidentiality Agreement, the term "the undersigned" includes the officers, employees, agents, and representatives of the vendor receiving the documents listed herein.

obligations of the undersigned under this Non-Disclosure and Confidentiality Agreement and to take all other reasonable precautions to prevent disclosure of the Confidential Information.

5. The undersigned acknowledges and understands that the documents listed below will change over time to accommodate the needs of Travis County. Travis County reserves the right to revise (by way of modification, deletion or supplementation) the documents and the Confidential Information contained therein and, following such revision, agrees to provide the updated version of any revised document to the undersigned as soon as practicable. The undersigned agrees that this Non-Disclosure and Confidentiality Agreement shall apply to current and future versions of the documents listed below.
6. At the request of County, the undersigned agrees to destroy all copies of the Confidential Information immediately.
7. By furnishing the Confidential Information to the undersigned pursuant to this Non-Disclosure and Confidentiality Agreement, Travis County does not waive or otherwise relinquish any right of non-disclosure or other privilege available to it under the Texas Public Information Act or other applicable statute, law, or regulation.

By:  KIRK DAVIDSON

Title: President

Company Name: Commercial Security Integration

Date: 7-21-10

k.davidson@csi-texas.com
Email Address (for person who is to receive the security documents):

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS

July 6, 2010

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Chris Fanuel	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDonald, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
Special Assistant to Comm. Court	Christian Smith	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Vacant	
Executive Manager, Budget & Planning	Rodney Rhoades	
Exec Manager, Emergency Services	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Executive Manager, Criminal Justice Planning	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, Civil Division	Jim Collins	
Director, Land Use Division	Tom Nuckols*	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	

Attorney, Transactions Division ... Jim Connolly
 Attorney, Transactions Division ... Tenley Aldredge
 Attorney, Transactions Division ... Beth Devery*
 Attorney, Transactions Division ... Vacant
 Purchasing Agent Cyd Grimes, C.P.M.
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV Diana Gonzalez
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Oralia Jones, CPPB
 Purchasing Agent Assistant IV Lori Clyde, CPPB
 Purchasing Agent Assistant IV Scott Wilson
 Purchasing Agent Assistant IV Jorge Talavera, CPPB
 Purchasing Agent Assistant IV George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV John E. Pena, CTPM*
 Purchasing Agent Assistant III..... Vacant
 Purchasing Agent Assistant III..... David Walch
 Purchasing Agent Assistant III..... Michael Long, CPPB
 Purchasing Agent Assistant III..... Elizabeth Corey, C.P.M.*
 Purchasing Agent Assistant III..... Rosalinda Garcia
 Purchasing Agent Assistant III..... Loren Breland
 Purchasing Agent Assistant II Vacant
 Purchasing Agent Assistant III..... Nancy Barchus, CPPB
 HUB Coordinator..... Sylvia Lopez
 HUB Specialist. Betty Chapa
 HUB Specialist. Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis*
 Business Maintenance Division Director..... Lloyd Evans

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Attorney, Transactions Division	Stacy Wilson	07/06/10
Executive Manager, Administrative	Alicia Perez.....	09/01/10
Purchasing Agent Assistant III	Rebecca Gardner	12/28/10
Executive Assistant.....	Kelly Darby.....	01/15/11
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO.....	04/26/11
Attorney, Transactions Division	Sarah Churchill....	04/30/11
Purchasing Agent Assistant II.....	Donald E. Rollack	05/31/11

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

EXHIBIT 2

Contractor acknowledges that Contractor is doing business or has done business during the 365-day period immediately prior to the execution date of the Agreement by Contractor with the following key persons and warrants that these are the only such key persons:

If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365-day period immediately prior to the execution date of the Agreement by Contractor with any key person.



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent

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

Approved by: _____

Cyd V. Grimes 8/9/10

Voting Session: Tuesday, August 17, 2010

REQUESTED ACTION: APPROVE CONTRACT AWARDS FOR RESIDENTIAL PLUMBING SERVICES, IFB B100205-NB, TO THE FOLLOWING LOW BIDDERS:

- (A) GG'S CONSTRUCTION – PRIMARY CONTRACTOR
- (B) 5-F MECHANICAL GROUP, INC. – SECONDARY CONTRACTOR
- (C) MID-STATE PLUMBING, INC. – TERTIARY CONTRACTOR

Points of Contact:

Purchasing: Nancy Barchus, (512) 854-9764

Department: HHS, Sherri Fleming, Executive Manager, 854-4100, Lance Pearson, Housing and Weatherization Services Manager, 854-7260

County Attorney (when applicable): John Hille

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

These contracts require the contractors to supply Residential Plumbing Services to Travis County Health and Human Services Department.

On June 14, 2010, IFB # B100205-NB was issued through BidSync. Three (3) bids were received on July 6, 2010. The Purchasing Office concurs with Travis County Health and Human Services Department's recommendation to award a primary, a secondary and a tertiary contract to the lowest bidders.

Travis County reserved the right to make multiple awards as specified in Special Provisions, Paragraphs 3 and 4, Method of Award and Primary, Secondary and Tertiary Source.

Awarding a primary and secondary contract will allow for immediate response should the primary contractor be unable to respond and perform per Travis County Health and Human Services Department's instructions or unable to meet established schedules and deadlines for completion of work as outlined in job estimates or per purchase order performance schedule.

- **Contract Expenditures:** Within the last 12 months, \$515.00 has been spent against this requirement.
- **Contract Related Information:**
 - Award Amount: Estimated requirements, as needed basis
 - Contract Type: Annual
 - Contract Period: August 21, 2010 through August 22, 2011
- **Solicitation-Related Information:**
 - Solicitations Sent: 1,531
 - HUB Information: NA
 - Responses Received: 3
 - % HUB Subcontractor: N/A
- **Special Contract Considerations:**
 - ☐ Award has been protested; interested parties have been notified.
 - ☒ Award is not to the lowest bidder; interested parties have been notified.
 - ☐ Comments:
- **Funding Information:**
 - ☐ Purchase Requisition in H.T.E.
 - ☒ Funding Account(s): 001-5857-611-6277/6278, 131-5857-611-6277/6278, 149-5857-611-6277/6278, 141-5854-611-6277/6278
 - ☐ Comments:
- **Statutory Verification of Funding:**
 - ☐ Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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



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

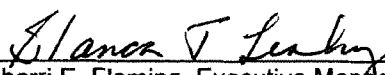
RECEIVED
TRAVIS COUNTY
AUG - 4 AM 11:13
PURCHASING
OFFICE


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

MEMORANDUM

DATE: July 23, 2010

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

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

FROM: Lance Pearson, Travis County Housing Services Manager 

SUBJECT: IFB Invitation Contract B100205-NB, Residential Plumbing Services

Housing Services has reviewed the (IFB) Invitation for Contract B100205-NB, Residential Plumbing Services and recommends contract be awarded as follows: Primary, GG's Construction, Secondary, 5-F Mechanical Group Inc. and Tertiary, Mid-State Plumbing Inc.


The requested information is listed below:

Account Numbers: 001-5857-611-6277/6278 - General Fund
131-5857-611-6277/6278 - DOE
149-5857-611-6277/6278 - LIHEAP
141-5854-611-6277/6278 - CEAP

Commodity Code -- 952
Sub-commodity Code -- 029

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

XC: Michelle Small, Housing Services
Nancy Barchus, Purchaser, Travis County Purchasing Office
Deborah Britton, Community Services Division Director
Kendra Tolliver, Finance

5-F Mechanical Group Inc.		Alt 2 - \$5,750.00	1 / percentage	\$5,750.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Percentage Markup:			
Mid-State Plumbing, Inc.		First Offer - \$5,900.00	1 / percentage	\$5,900.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Percentage Markup: 18% Mark-Up is based on Local Supply House Quotes on Materials			
5-F Mechanical Group Inc.		First Offer - \$15.00	1 / percentage	\$15.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: B100205-NB-1-08 Supplier Notes: Percentage Markup: 15% Unit price as shown will not be \$15. All materials shall be marked up 15%. Price will vary with the individual orders.			

Supplier Totals

GGs Construction		\$5,821.00 (8/8 items)
Bid Contact	Rolando J Osorio rolandoo@mxconstruction.net Ph 512-257-8075	Address 13612 Bullick Hollow Road Austin, TX 78726
Qualifications	DBE HUB SB WBE	
Agency Notes:		Supplier Notes:
5-F Mechanical Group Inc.		\$6,108.20 (8/8 items)
Bid Contact	David Schnautz david5f@sbcglobal.net Ph 512-251-6880 Fax 512-251-6401	Address 826 Prarire Trail Austin, TX 78758
Agency Notes:		Supplier Notes:
Mid-State Plumbing, Inc.		\$6,428.00 (8/8 items)
Bid Contact	Jack Tyler jtyler@mid-stateplumbing.com Ph 512-288-3645 Fax 512-288-5019	Address 7900 Hudson Loop Austin, TX 78736
Agency Notes:		Supplier Notes:

**

PI655I01

TRAVIS COUNTY
Account Balance Inquiry8/05/10
12:29:41

Fiscal Year	:	2010
Account number	:	1-5857-611.62-77
Fund	:	001 GENERAL FUND
Department	:	58 HEALTH & HUMAN SERVICES
Division	:	57 HOUSING SERVICES
Basic activity	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity	:	1 HUMAN SERVICES
Element	:	62 HUMAN SERVICES
Object	:	77 CONTRACTED SERVCS-HOUSING

Budget	:	126,006
Encumbered amount	:	93,015.50
Pre-encumbered amount	:	2,119.34
Expenditures	:	76,721.47-
Total expenditures	:	18,413.37
Balance	:	107,592.63

Press Enter to continue.**F3=Exit F12=Cancel**

PI655I01

TRAVIS COUNTY
Account Balance Inquiry8/05/10
12:30:09

Fiscal Year	:	2010
Account number	:	1-5857-611.62-78
Fund	:	001 GENERAL FUND
Department	:	58 HEALTH & HUMAN SERVICES
Division	:	57 HOUSING SERVICES
Basic activity	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity	:	1 HUMAN SERVICES
Element	:	62 HUMAN SERVICES
Object	:	78 SUPPLIES - HOUSING GRANT

Budget	:	88,820
Encumbered amount	:	26,935.40
Pre-encumbered amount	:	850.48
Expenditures	:	20,476.05-
Total expenditures	:	7,309.83
Balance	:	81,510.17

Press Enter to continue.**F3=Exit F12=Cancel**

PI655I01

TRAVIS COUNTY
Account Balance Inquiry8/05/10
12:30:50

Fiscal Year	:	2010
Account number	:	131-5857-611.62-77
Fund	:	131 HOUSING
Department	:	58 HEALTH & HUMAN SERVICES
Division	:	57 HOUSING SERVICES
Basic activity	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity	:	1 HUMAN SERVICES
Element	:	62 HUMAN SERVICES
Object	:	77 CONTRACTED SERVCS-HOUSING

Budget	:	1,780,880
Encumbered amount	:	1,358,256.04
Pre-encumbered amount	:	.00
Expenditures	:	99,471.57
Total expenditures	:	1,457,727.61
Balance	:	323,152.39

Press Enter to continue.**F3=Exit F12=Cancel**

PI655I01

TRAVIS COUNTY
Account Balance Inquiry8/05/10
12:31:13

Fiscal Year	:	2010
Account number	:	131-5857-611.62-78
Fund	:	131 HOUSING
Department	:	58 HEALTH & HUMAN SERVICES
Division	:	57 HOUSING SERVICES
Basic activity	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity	:	1 HUMAN SERVICES
Element	:	62 HUMAN SERVICES
Object	:	78 SUPPLIES - HOUSING GRANT

Budget	:	52,123
Encumbered amount	:	.00
Pre-encumbered amount	:	.00
Expenditures	:	19,273.05
Total expenditures	:	19,273.05
Balance	:	32,849.95

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry8/05/10
12:31:31

Fiscal Year	:	2010
Account number	:	149-5857-611.62-77
Fund	:	149 HOUSING
Department	:	58 HEALTH & HUMAN SERVICES
Division	:	57 HOUSING SERVICES
Basic activity	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity	:	1 HUMAN SERVICES
Element	:	62 HUMAN SERVICES
Object	:	77 CONTRACTED SERVCS-HOUSING

Budget	:	503,020
Encumbered amount	:	18,008.38
Pre-encumbered amount	:	85.00
Expenditures	:	141,348.94
Total expenditures	:	159,442.32
Balance	:	343,577.68

Press Enter to continue.**F3=Exit F12=Cancel**

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

8/05/10
 12:31:52

Fiscal Year	:	2010
Account number	:	149-5857-611.62-78
Fund	:	149 HOUSING
Department	:	58 HEALTH & HUMAN SERVICES
Division	:	57 HOUSING SERVICES
Basic activity	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity	:	1 HUMAN SERVICES
Element	:	62 HUMAN SERVICES
Object	:	78 SUPPLIES - HOUSING GRANT

Budget	:	415,163
Encumbered amount	:	4,620.37
Pre-encumbered amount	:	368.25
Expenditures	:	88,181.18
Total expenditures	:	93,169.80
Balance	:	321,993.20

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

TRAVIS COUNTY
Account Balance Inquiry8/05/10
12:32:14

Fiscal Year	:	2010
Account number	:	141-5854-611.62-77
Fund	:	141 CEAP (COMP ENGRY ASST PR)
Department	:	58 HEALTH & HUMAN SERVICES
Division	:	54 FAMILY SUPPORT SERVICES
Basic activity	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity	:	1 HUMAN SERVICES
Element	:	62 HUMAN SERVICES
Object	:	77 CONTRACTED SERVCS-HOUSING

Budget	:	373,511
Encumbered amount	:	103,611.45
Pre-encumbered amount	:	.00
Expenditures	:	185,356.47
Total expenditures	:	288,967.92
Balance	:	84,543.08

Press Enter to continue.**F3=Exit F12=Cancel**

PI655I01

TRAVIS COUNTY
Account Balance Inquiry8/05/10
12:32:35

Fiscal Year	:	2010
Account number	:	141-5854-611.62-78
Fund	:	141 CEAP (COMP ENGRY ASST PR)
Department	:	58 HEALTH & HUMAN SERVICES
Division	:	54 FAMILY SUPPORT SERVICES
Basic activity	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity	:	1 HUMAN SERVICES
Element	:	62 HUMAN SERVICES
Object	:	78 SUPPLIES - HOUSING GRANT

Budget	:	82,797
Encumbered amount	:	6,723.00
Pre-encumbered amount	:	505.00
Expenditures	:	47,592.73
Total expenditures	:	54,820.73
Balance	:	27,976.27

Press Enter to continue.**F3=Exit F12=Cancel**



TRAVIS COUNTY PURCHASING OFFICE

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

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

15

Approved by: _____

Cyd V. Grimes 8/9/2010

Voting Session: Tuesday, August 17, 2010

REQUESTED ACTION: REJECT BID RECEIVED FOR IFB NO. B100216-LP, BLAKE MANOR ROAD RECONSTRUCTION PROJECT. (TNR)

Points of Contact:

Purchasing: J. Lee Perry, Marvin Brice

Department: (TNR), Joe Gieselman, Executive Manager;
Steve Manilla, Public Works Director; Roger Schuck, Project Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro And Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- On July, 8, 2010 one bid was received from RGM Constructors for the Blake Manor Road Reconstruction Project. The bid received, in the amount of \$1,875,390.58, was substantially higher than the engineers estimate. Therefore, TNR with Purchasing's concurrence recommends rejecting this bid.
- Two vendors who viewed the project on Bidsync.com were contacted by the Purchasing Office inquiring as to why they did not bid on the project. In both cases the asphalt specifications were not easily met. Therefore they did not bid the project. Design changes and material type requirement adjustments will be made to the plans and specifications, and the bid re-solicited at a later date.
- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 N/A
Contract Type: Construction
Contract Period: N/A

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)
Modification Type: N/A
Modification Period: N/A

➤ **Solicitation-Related Information:**

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

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.: 500448
- ☐ Funding Account(s): 452-4941-759-759-8164
- ☐ Total Project Budget: \$1,000,000.00
- ☐ Design Budget: N/A
- ☐ Construction Budget: \$1,000,000.00
- ☐ Miscellaneous Budget: N/A
- ☐ Comments: N/A

➤ **Statutory Verification of Funding:**

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

REQUESTED ACTION: ____ **Approved** ____ **Disapproved**

Samuel T. Biscoe
Travis County Judge

Date



Lee
7.30.10
MB

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

July 29, 2010

Memorandum to: Marvin Brice, Assistant Purchasing Agent

From: Steve Manilla, P.E., TNR Public Works Director

Subject: Rejection of Bids for Blake-Manor Reconstruction Project

On July 8, 2010 we received one bid on the subject project and it was greater than 50% higher than the Engineer's estimate. As such, we do not recommend award of the construction contract. There are a number of factors that we believe affected the outcome including: bidder unfamiliarity with the unique pavement design; low interest of specialty suppliers to provide an uncommon material mixture; our requirement to complete the work without a road closure; and, our single-project bid solicitation occurring on the same day as TxDot's multiple project bid solicitation. We believe we can mitigate many of these issues and we will begin that process immediately so that we can rebid the project later this year.

Please contact me if you have questions.

cc:

Steve Sun, P.E., CIP Division Manager

Roger Schuck, P.E., Project Manager

Cynthia McDonald, Donna Williams-Jones, Brunilda Cruz, TNR Financial Services



TRAVIS COUNTY PURCHASING OFFICE

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

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

16

Approved by: _____

Cyd V. Grimes 8/6/10 *UB*

Voting Session: Tuesday, August 17, 2010

REQUESTED ACTION: APPROVE INTERLOCAL AGREEMENT NO. IL100282EC, TEXAS AGRILIFE EXTENSION SERVICE, FOR WILDLIFE DAMAGE MANAGEMENT SERVICES (HHS&VS).

Points of Contact:

Purchasing: Elizabeth Corey, Marvin Brice

Department: HHS&VS - Sherri Fleming, Executive Manager

County Attorney: Mary Etta Gerhardt

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro and Jose Palacios

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- The contract pays for a full-time wildlife biologist to respond to complaints about damage caused by wildlife and to remedy the problem by public education, wildlife behavior modification and, if necessary, removal.
- Since 2005, Texas AgriLife Extension Service has provided services for wildlife damage management in Travis County. The goals of the program are to reduce threats to property, health and safety caused by coyotes and other wildlife. Because the Texas Department of Assistive and Rehabilitative Services drafted this agreement, it is requested that Travis County sign the agreement first.
- **Contract Expenditures:** N/A
- **Contract-Related Information:**
 - Award Amount: \$52,000
 - Contract Type: Interlocal agreement
 - Contract Period: September 1, 2010 – August 31, 2011
- **Contract Modification Information:**
 - Modification Amount: N/A
 - Modification Type: N/A

Modification Period: N/A

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☒ Purchase Requisition in H.T.E.: 504405
- ☒ Funding Account(s): 001-1800-613-4099
- ☐ Comments:

➤ **Statutory Verification of Funding:**

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



**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 6, 2010
To: Members of the Commissioners Court
FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
Subject: FY'11 Wildlife Damage Management contract

Proposed Motion:

Consider and take appropriate action to approve the FY'11 Wildlife Damage Management contract with Texas AgriLife Extension Service.

Summary and Staff Recommendation:

The contract pays for a full-time wildlife biologist to respond to complaints about damage caused by wildlife and to remedy the problem by public education, wildlife behavior modification and, if necessary, removal. The goals of the program are to reduce threats to property, health and safety caused by wildlife, primarily coyotes.

TCHHSVS staff recommends approving this contract.

Budgetary and Fiscal Impact:

The FY'11 contract budget is \$52,000. The contract runs from 9/1/10 – 8/31/11. Requisition #504405 for \$4,333 covers the month of September. The remaining \$47,667 will be encumbered in October after the FY'11 budget is loaded in H.T.E. The money is budgeted in 001-1800-613-4099.

Issues and Opportunities:

There are ongoing complaints from Travis County residents related to coyote threats to human health and safety as well as attacks on pets. This interlocal agreement addresses the need for a comprehensive wildlife damage management program to control the problem.

Background:

The court first approved an Interlocal Cooperation Agreement with Texas AgriLife Extension Service in FY'05 for a wildlife damage management program in Travis County.

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

CONTRACT NO. 11-WS-01

**INTERLOCAL COOPERATION AGREEMENT
FOR WILDLIFE DAMAGE MANAGEMENT**

This Interlocal Cooperation Agreement (Agreement) is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (Receiving Agency) and the Texas AgriLife Extension Service - Wildlife Services (Performing Agency), pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act," Sec. 791.001, *et seq.*, TEX. GOV. CODE ANN. (Vernon Supp. 2000).

ARTICLE 1. STATEMENT OF WORK TO BE PERFORMED

1.0 STATEMENT OF WORK TO BE PERFORMED

- 1.01. **PROJECT.** In strict conformance with the terms and conditions of this Agreement, the Performing Agency shall conduct an operational wildlife damage management (WDM) program for the protection of facilities, structures, and the property from damage caused by wildlife and for the protection of human health and safety from wildlife-related diseases in the County of Travis and the City of Austin (Project).
- 1.02. **WORK PLAN.** The Project shall strictly conform to the work plan contained in the proposal submitted by the Performing Agency, a copy of which is attached hereto as Attachment A and incorporated herein for all purposes by this reference.
- 1.03. **PROGRESS REPORTS.** During the term of the Agreement, the Performing Agency shall submit to the Receiving agency quarterly Project management information reports, with the first report being due three (3) months after the effective date of the Agreement, and subsequent reports submitted every three (3) months thereafter throughout the term(s) of the Agreement.
- 1.04. **FINAL REPORT.** The Performing Agency shall submit to the Receiving Agency a final report containing a summary of the work performed during the Initial Term under this Agreement on or before October 1, 2011. If subsequent Renewal Term(s) are approved by the Parties, final reports related to each term shall be submitted each October 1 thereafter.
- 1.05. **LICENSES.** The Performing Agency shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the undertaking or completion of the work or services to be performed hereunder by the Performing Agency, including the procurement of releases, waivers and other agreements required for access to public and/or private property as necessary to carry out the services and activities set forth in this Agreement.

II. CALCULATION OF REIMBURSABLE COSTS.

2.0 BUDGET

- (a) The Receiving Agency will reimburse the Performing Agency for allowable expenses incurred by the Performing Agency in accordance with the "Budget" attached hereto and incorporated herein as Attachment B.
- (b) **Fiscal Year Limitation.** The Parties understand and agree that Receiving Agency's fiscal year runs from October 1 of each year through September 30 of the following year, and that Receiving Agency funding obligations can ONLY be incurred for the portion of any Agreement Term corresponding to a time period included in the approved budget for any

one Fiscal Year. As a result, of the total Agreement amount, Performing Agency cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

(i) September 1, 2010 - September 30, 2010 1/12 total contract amount
\$4,333.00

(ii) October 1, 2010 - August 31, 2011 11/12 total contract amount
\$ 47,667.00

- (c) Performing Agency understands and agrees that funds set out in 2.01(b)(ii) are contingent upon approval of such funding for the Agreement by the Commissioners Court in the budget process related to the Fiscal Year beginning October 1, 2010, and that the amount set forth under that subsection may be decreased or eliminated by the Commissioners Court during that budget process without any liability of Receiving Agency. This Section 2.01(c) shall apply to any future Agreement Term(s) within the Fiscal Year dates applicable to that Agreement Term. In no event shall any provision of this Agreement or any Agreement subject to this Agreement be interpreted to obligate the Receiving Agency beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period.

- 2.02. **VARIANCE.** The Receiving Agency may allow budget flexibility within categories to the extent that the resulting totals do not exceed 10% of the budgeted amount. Upon written request and justification by the Performing Agency, the Receiving Agency may allow, upon written memorandum to the File, budget flexibility within categories when the resulting totals exceed 10% of the budgeted amount. Changes made under this Section 2.02 that exceed 10% of the budgeted amount shall be effective only upon receipt by the Performing Agency of such memorandum to the File signed by the Receiving Agency's designated representative who, for purposes of this Section 2.02, shall be Sherri Fleming, Executive Manager, Travis County Health and Human Services and Veterans Service (Executive Manager).
- 2.03. **TRAVEL.** Travel shall be reimbursable under this Agreement only if "Travel" is an authorized budget category in Attachment B. If travel is included in Attachment B, it shall be reimbursed at the approved State of Texas employee rate as established by the State of Texas.
- 2.04. **PURCHASES.** The Performing Agency shall not purchase any equipment and/or computer software as a reimbursable budget item without prior written approval from Receiving Agency as indicated by written document signed by Executive Manager and Cyd Grimes, Travis County Purchasing Agent (Purchasing Agent). Equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to any equipment so purchased shall be retained by the Performing Agency at the end of the Agreement.

III. CONTRACT AMOUNT.

- 3.01. **CONSIDERATION.** For and in consideration of the Performing Agency's satisfactory performance under this Agreement, the Receiving Agency shall pay to the Performing Agency a total amount during the Initial Term not to exceed \$52,000.00, in accordance with the Budget referenced above.

IV. PAYMENT FOR SERVICES.

- 4.01 **PAYMENT.** Payment shall be made by the Receiving Agency from proper appropriation items or accounts which it normally uses for like expenditures (current revenue funds), by check payable to the Performing Agency. Performing Agency shall provide Receiving Agency with an invoice reflecting expenditures related to the Budget included in this Agreement within fifteen days of each month of the Agreement term. Receiving Agency will make payment to Performing Agency within thirty days of receipt of a complete and correct invoice.

- 4.02 **RETAINAGE.** To ensure full performance by the Performing Agency, final payment in an amount equal to five percent of the total consideration may be withheld until receipt and approval of all services and/or other deliverables required herein.
- 4.03 **BOOKS AND RECORDS; AUDIT.** Charges for service, statements, invoices, and other required documentation to evidence and properly support the requests for payment shall be maintained by the Performing Agency for a period of three years, or until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved, whichever occurs later, and delivered to the Receiving Agency on request. The Receiving Agency reserves the right to audit any Performing Agency account related to the Project and to verify any expense item submitted for reimbursement by the Performing Agency. In the event the Receiving Agency determines that any sum of money which has been paid by the Receiving Agency (1) has resulted in overpayment to the Performing Agency, or (2) has not been spent strictly in accordance with the terms of this Agreement, upon written request of the Receiving Agency, the Performing Agency agrees to reimburse the Receiving Agency within twenty working days after such written request for reimbursement. This Section 4.03 shall survive the termination of this Agreement.
- 4.05 **CREDIT.** Payments received by the Performing Agency shall be credited to the appropriate appropriation items or accounts.
- 4.06 **LIMITATION.** The Receiving Agency shall not be liable to the Performing Agency for costs incurred by the Performing Agency before the commencement of this Agreement or after the termination of the Agreement.

V. TERM OF AGREEMENT.

- 5.01 **TERM.** This Agreement shall be effective as of September 1, 2010, and shall terminate on August 31, 2011. This Agreement may be renewed upon written agreement by the Parties prior to the termination date of the Term of the Agreement.
- 5.02 **DISPUTE RESOLUTION.** If a contract dispute arises that cannot be resolved to the satisfaction of the Parties either Party may notify the other Party in writing of the dispute. Notification of such dispute shall be sent by the Performing Agency to the Purchasing Agent, with a copy to the Executive Manager. If the Parties are unable to satisfactorily resolve the dispute within fourteen days of the written notification, the Receiving Agency may require the issue(s) to be mediated. In such event, the Receiving Agency shall so notify the Performing Agency and furnish the Performing Agency with the names of three mediators acceptable to the Receiving Agency. Within ten days of such notice, the Performing Agency shall select a mediator from the list provided by the Receiving Agency and notify the Receiving Agency of the selection. The mediation shall occur within thirty days of such notification. Prior to the mediation, each Party will provide the mediator with a statement of issues to be mediated, along with any other information or releases required by the mediator. Cost of the mediator shall be borne equally by the Parties. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless all Parties agree, in writing, to waive the confidentiality.
- 5.03 **EARLY TERMINATION.** The Receiving Agency may terminate this Agreement upon 60 days written notice to the Performing Agency. Upon receipt of notice of early termination, the Performing Agency shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this Agreement and shall otherwise cease to incur costs under the Agreement. Early termination will be subject to an equitable settlement of the respective interests of the Parties accrued up to the date of termination.

VI. FUNDING

- 6.01. **NO DEBT.** This Agreement shall not be construed as creating any debt on behalf of the State of Texas or the Receiving Agency in violation of Sec. 49, Art. III of the State Constitution (Constitution). In compliance with Sec. 6, Art. VIII of the Constitution, it is understood that all obligations of the Receiving Agency are subject to the availability of funds. If such funds are not appropriated or become unavailable, this Agreement may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination. Performing Agency acknowledges and agrees that in no event shall any provision of this Agreement be interpreted to obligate the Receiving Agency beyond the funds approved by the Travis County Commissioners Court for any fiscal year/budget period. Other provisions notwithstanding, this Agreement will be subject to termination on any September 30 if, during the budget planning and adoption process, the Travis County Commissioners Court fails to provide funding for this Agreement for the Receiving Agency fiscal year following the beginning of the Agreement term.

VII. OWNERSHIP.

- 7.01. **OWNERSHIP.** The Receiving Agency shall have unlimited rights to technical or other data resulting directly from the performance of work under this Agreement. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Agreement and developed by the Performing Agency under this contract shall be owned by the Performing Agency.
- 7.02. **COPYRIGHT.** The Performing Agency shall not assert any rights at common law or in equity, or otherwise seek to establish any claim to statutory copyright in any material or information developed under this Agreement. The Parties expressly agree that the Performing Agency shall own all right, title, and interest in and to any copyright or other intellectual property rights and any material or information developed under this Agreement, including but not limited to the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the Receiving Agency and without expense or charge. All reports and other materials completed as a result of this Agreement shall carry an appropriate acknowledgement of Receiving Agency support on the front cover or title page of such document and other materials.

VIII. DATA COLLECTION AND DELIVERY.

- 8.01. **GEOGRAPHIC INFORMATION SYSTEMS.** Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased with funds from this Agreement, shall be subject to all applicable terms of the Texas Department of Information Resources (DIR) Standards and Guidelines for Geographic Information Systems in the State of Texas, August 1992.
- 8.02. **TRANSFER OF DATA.** Any GIS data to be transferred or exchanged that is collected, manipulated, or purchased with funds from this Agreement must be documented as specified in the Texas Metadata Standard or, at a minimum, as specified in the Texas Metadata Subset Standard (projected to be implemented by DIR in 1997), subject to any subsequent updates or revisions promulgated thereafter.
- 8.03. **FORMAT.** Any electronic data to be transferred in conjunction with a GIS shall be transferred in ARC/INFO, an ARC/INFO-compatible format, or other mutually agreed format. Non-spatial text or database data to be transferred shall be delivered in MS WORD, dbase (.dbf), or ASCII compatible formats. Acceptable media for delivery includes compatible tape cartridge, optical disks, and CD-ROM.

IX. EVENTS OF DEFAULT AND REMEDIES.

- 9.01. **DEFINED.** Each instance of the Performing Agency's failure to comply with any term, covenant or provision contained in this Agreement shall constitute an event of default (Event of Default) under this Agreement.
- 9.02. **REMEDIES.** Receiving Agency must use the dispute resolution process provided in Chapter 2260, "Texas Government Code," and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made against Performing Party.
- 9.03 **NO WAIVER.** No waiver of any Event of Default shall be considered a waiver of any other or subsequent Event of Default, and no delay or mission in the exercise or enforcement of the rights and powers of the Receiving Agency shall be construed as a waiver of any such rights or powers.

X. MISCELLANEOUS PROVISIONS.

- 10.01. **SUBCONTRACTS.** The Performing Agency may, only with the prior written consent of the Receiving Agency, subcontract with other agencies and/or private entities for some or all of the services to be performed under this Agreement; provided, however, such consent may be withheld or conditioned in the Receiving Agency's sole and absolute discretion. Each request for approval shall include a detailed budget estimate with specific cost details for each or specific item or work to be performed by the subcontractor and for each category of reimbursable expense. The Performing Agency shall legally bind any such subcontractors to perform and make such subcontractors subject to all the duties, requirements, and obligations of the Performing Agency specified herein. Nothing herein shall be construed to relieve the Performing Agency of the responsibility for insuring that the services rendered comply with the terms and provisions of this Agreement. The Performing Agency will provide the Receiving Agency with copies of all subcontracts and all amendments, cancellations, or terminations to such subcontracts upon request.
- 10.02. **INDEPENDENT CONTRACTOR.** It is further mutually understood and agreed that the Performing Agency is contracting with the Receiving Agency as an independent contractor and agrees to hold the Receiving Agency harmless to the full extent permitted under the Constitution and laws of the State of Texas from and against any and all claims, demands, and causes of action arising from the negligent acts or omissions of the Performing Agency, its employees or agents in connection with the performance of services by the Performing Agency or its subcontractors under this Agreement.
- 10.03. **HISTORICALLY UNDERUTILIZED BUSINESSES.** In accordance with state law, it is the Receiving Agency's policy to assist historically underutilized businesses (HUB's), whether minority or women-owned, to participate whenever possible in providing goods and services to the agency. The Receiving Agency encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling the contractor's obligations with the Receiving Agency. The Performing Agency will provide the Purchasing Department of the Receiving Agency with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising under this Agreement.
- 10.04. **INCORPORATION BY REFERENCE.** Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and the federal government, all of which shall apply to the performance of the work under this Agreement.
- 10.05. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties relative to the subject Project. No other agreement, statement, or promise that is not contained in this Agreement shall be binding except through a written modification signed by both Parties.

- 10.06 **WRITTEN CONSENT.** Written consent from the Landowner, Lessee, or designee (Cooperator) and concurrence with the Performing Agency will be required to access private property to conduct wildlife damage management activities.
- 10.07 **LIABILITY.** U. S. Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) is the agency assigned overall program responsibilities. USDA-APHIS-WS will hold Cooperator harmless from any liability arising from the negligent act or omission of a government officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2761 et. seq., except to the extent that aforesaid liability arises from the negligent act or omission of the Cooperator, their employees, agents or subcontractor(s). Such relief shall be provided pursuant to the procedure set forth in the FTCA and applicable regulations.
- 10.08. **GOVERNING LAW AND VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas. As per Texas Education Code, Section 85.18, exclusive venue for a suit against the Texas AgriLife Extension Service is Brazos County or the corresponding federal court; provided, however, neither the foregoing, nor any other provision of this Agreement, shall be construed as a waiver of sovereign immunity by either Party.
- 10.09. **SEVERANCE.** Should any one or more provisions of this Agreement be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Agreement, which shall remain of full force and effect.
- 10.10 **HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 10.11 **NOTICES.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Receiving Agency or the Performing Agency, as the case may be, at the address set forth below:

Receiving Agency:

Sherri Fleming, Executive Manager (or her successor)
Travis County Department of Health and Human Services,
and Veterans' Service
P.O. Box 1748
Austin, Texas 78767

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

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

and

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

Performing Agency:

Diane Gilliland
Assistant Director for Research Services
2147 TAMU
College Station, Texas 77843-2147

and

Texas AgriLife Extension Service - Wildlife Services
1600B Smith Road
Austin, Texas 78721

Notice given in any other manner shall be deemed effective only if and when actually received by the Party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

- 10.12. **AMENDMENTS.** Any change to the terms of this Agreement shall be made in writing and signed by both Parties. Requests for changes by Performing Agency will be submitted to the Purchasing Agent, with a copy to the Executive Manager.
- 10.13. **INSURANCE.** Performing Agency shall have standard insurance sufficient to cover the needs of the Performing Agency pursuant to applicable generally accepted business standards.
- 10.14. **CLAIMS NOTIFICATION.** Performing Agency will give written notice to Receiving Agency of any claim or other action made or brought by any person, firm, corporation or other entity against Performing Agency or Receiving Agency related to services and activities provided under this Agreement.
- 10.15 **FORCE MAJEURE.** Neither Party shall be financially liable to the other Party for delays or failures to perform where such failure is caused by force majeure (i.e., those causes generally recognized under Texas law as constituting impossible conditions).

THE UNDERSIGNED do hereby certify that: (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state and/or local government; (2) the proposed arrangements serve the interest of efficient and economical administration of those affected agencies; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article XVI of the Constitution to be supplied under contract by the lowest responsible bidder.

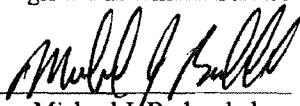
THE RECEIVING AGENCY further certifies that it has the authority to enter into this Agreement by virtue of the authority granted in TEXAS HEALTH AND SAFETY CODE, Chapter 825.004, Appropriations by Local Governments, and other applicable statutes.

THE PERFORMING AGENCY further certifies that is has the authority to enter into this Agreement by virtue of the authority granted in the Texas Education Code, Section 88.01.

THE PARTIES mutually bind themselves to the faithful performance of this Agreement, effective as of the first day of September 2010.

RECOMMENDED

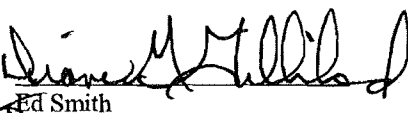
Texas AgriLife Extension Service - Wildlife Services

BY: 
Michael J. Bodenchuk
Title: Director

Date: 5/14/10

PERFORMING AGENCY

Texas AgriLife Extension Service

BY: 
Ed Smith
Title: Director, Texas AgriLife Extension Service and
Associate Chancellor for Agriculture and
Life Sciences

Date: 7.22.10

RECEIVING AGENCY

Travis County

BY: _____
Samuel T. Biscoe
Title: County Judge

Date: _____

ATTACHMENT A

CONTRACT NO. 11-WS-01

WORK PLAN

DATED: SEPTEMBER 1, 2010

Introduction

Texas Wildlife Services (TWS) program personnel report that conflicts between people and coyotes and other damage causing wildlife are increasing in urban areas across the State of Texas. While the program implemented under this Agreement will emphasize activities related to the coyote population, services and activities related to other damage causing wildlife will also be provided as feasible. References to services related to coyotes under this Agreement also include like services related to other damage causing wildlife. In recent years, TWS biologists assigned to Austin and central Texas have responded to a growing number of complaints related to coyote threats to human health and safety and coyote attacks on pets. In the past, WS biologists in Austin and Travis County have responded to most of these complaints by providing technical assistance or educational materials. Today, the problem has reached a point where technical assistance no longer meets the needs of the public. The TWS Program recognizes a need to conduct a comprehensive Coyote/ Damage Causing Damage Management (CDM) program in Travis County and the City of Austin and recommends the course of action outlined in this work plan.

Several counties which adjoin Travis County currently have coyote management programs in place. Blanco, Burnet, Hays, and Williamson counties currently fund coyote management programs. Historically, these programs have been directed at livestock depredation problems. However, in recent years, the Texas Wildlife Services Program has reported an increase in coyote complaints from residential areas in the aforementioned counties and a significant part of the service provided by the Texas Wildlife Services Program has been directed at managing problems in urban and suburban areas of the counties.

The proposed program for Travis County and the City of Austin differs somewhat from the current programs in surrounding counties in that highest priority will be given to addressing coyote problems in residential and urban areas of the county. Secondary emphasis will be given to coyote management in outlying areas of the City of Austin and Travis County.

Area of Jurisdiction.

This Agreement shall be performed only within the unincorporated areas of Travis County and the City of Austin. Participation in this Agreement by other incorporated municipalities within Travis County will be handled by amendment to this Agreement pursuant to Section 10.12.

Purpose of Objectives

The Texas AgriLife Extension Service - Wildlife Services Unit in conjunction with USDA-APHIS-WS Program (WS) will continue an operational and technical assistance based CDM program in the City of Austin and Travis County, Texas. The overall objective of this Agreement is to fund and conduct a full-service integrated CDM program. The primary goal of the operational program will be to reduce human health and safety threats and concerns and reduce injuries to and loss of pets caused by coyotes and other damage causing wildlife in Travis County and the City of Austin. The secondary goal will be to reduce damage to property and other resources caused by coyotes and other damage causing wildlife. An annual work plan and financial plan are included herein.

Objectives

- A. To continue and conduct an operational CDM program to minimize conflicts between people and coyotes and other damage causing wildlife.

B. To cooperate with Travis County, the City of Austin and Extension for the purpose of developing a public education program designed to minimize conflicts between people and coyotes and other damage causing wildlife. The educational effort will include development and dissemination of information related to modification of environmental conditions and/or cultural practices which influence coyote activity and activity of other damage causing wildlife.

C. To monitor coyote activity and activity of other damage causing wildlife while evaluating the effectiveness of CDM program efforts.

Goals

To minimize the following coyote/damage causing wildlife related problems in Travis County and the City of Austin: coyote threats to human health and safety, coyote attacks on pets, and other conflicts that may arise between people and coyotes and other damage causing wildlife.

Plan of Action

WS has assigned a full-time wildlife biologist to Travis County, for the purpose of continuing and conducting a CDM program. WS will also maintain an existing wildlife biologist position in Travis County to augment the CDM program. The existing position will support direct control and educational programs in cooperation with Travis County and the City of Austin. WS personnel assigned to Travis County will remain under the supervision of WS. CDM activities will be confined to the unincorporated areas of Travis County and the City of Austin. WS provides managerial, technical, and administrative program support. WS adheres to all local and state laws and regulations as well as USDA/APHIS/WS policies and guidelines when conducting WDM operations. Safety will be a priority.

CDM methods for controlling coyotes and other damage causing wildlife will include all legal methods such as, but not limited to, leghold traps, snares, shooting, calling, chemical control and hand removal. Only WS or other designated personnel will remove captured animals. WS will be responsible for application and maintenance of CDM equipment.

WS will inform City, County and Extension personnel of WDM activities by attending meetings and providing mutually agreed upon reports. The WS District Office in College Station, Texas (979/845-6201) will monitor the program.

Services and activities to be provided by Performing Agency will include the following:

1. Provide educational services for areas registering complaints or making requests for such services through Receiving Agency.
2. Evaluate and make recommendations for modification of citizen activities related to complaints and requests.
3. Cooperate with City and County in developing and distributing educational and other informational materials designed to decrease the occurrence of problems related to damage-causing wildlife.
4. Provide services as allowed by law related to all damage-causing wildlife, with the initial emphasis on problems related to the coyote population.
5. Where necessary and in instances where other options do not result in a resolution of the wildlife problem, provide for the extermination of animals determined to be a danger to the community.
6. Respond in a timely and effective manner to all complaints related to damage-causing wildlife within the jurisdiction of the Performing Agency utilizing methods which include public education, wildlife behavior modification, and, where necessary, elimination of damage-causing wildlife.

City/County Cooperative Effort

Performing Agency acknowledges and agrees that this Agreement is based upon the cooperative effort to be entered into between Receiving Agency and the City of Austin (City), pursuant to the terms of a separate agreement between Receiving Agency and City (City/County Agreement). Continued performance of the Agreement by Receiving Agency is conditioned upon the performance by City of certain obligations pursuant to the City/County Agreement. Section 5.03 notwithstanding, Receiving Agency may terminate this Agreement with 30 days notice upon the failure of City to perform according to the terms of the City/County Agreement, including payment by City to County of funds set forth under that City/County Agreement.

Functions related to this Agreement to be provided by City include the following:

1. Payment by City to Receiving Agency of \$10,000
2. Provision of the following in-kind services:
 - Coyote and other damage causing wildlife related calls will be handled through the Town Lake Animal Center (TLAC) Animal Control Office and 311 Call Center. The requests for service will be forwarded to the Wildlife Biologist for handling when necessary.
 - City Animal Services will continue to provide education and information to citizens in those cases where additional services are not warranted and will assist the Wildlife Biologist with education efforts in the neighborhoods including direct customer service, neighborhood meetings and material distribution.
 - City Animal Services will continue to maintain the database of complaints by geographic area to track problem neighborhoods and provide information to the Wildlife Biologist for proactive efforts of coyote population management and the management of other damage causing wildlife populations.
 - City Animal Control will handle transport of bodies for any euthanized animals as well as handle disposal of the bodies.
 - City Animal Control will provide the rabies quarantine/testing and reporting support required for any suspect animals.
 - City Animal Control will provide any coordination support requested by the Wildlife Biologist while conducting activities, including serving as a central point of contact for the Wildlife Biologist to notify the City of the location of traps, harvesting sweeps, etc.
 - Provide the necessary City authorization to access City-owned property to implement the wildlife management program described in this Agreement.
 - Transport trapped coyote(s) requiring euthanasia when requested by TWS.
 - Euthanize coyote(s) when instructed by TWS to do so.

ATTACHMENT B

CONTRACT NO. 11-WS-01

DATED: SEPTEMBER 1, 2010

BUDGET

Salary and Benefits	
One full-time wildlife biologist	\$ 50,000.00
Supplies	2,000.00
TOTAL	\$ 52,000.00



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 8/9/2010

Voting Session: Tuesday, August 17, 2010

REQUESTED ACTION: APPROVE ISSUANCE OF JOB ORDER NO. 12, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT 07K00308RV, TRIMBUILT CONSTRUCTION, INC. (FM)

Points of Contact:

Purchasing: Richard Villareal, Marvin Brice

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

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Steven Manilla, Public Works Director, TNR

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

Facilities Management requests approval for issuance of Job Order No. 12 to Trimbuilt Construction, Inc. This job order is issued to provide minor construction and renovation services for the East Metro Park Meeting Hall.

Construction will include concrete, roofing, painting, and steel fabrication. Upon approval, Job Order No. 12 will be issued at the total negotiated cost of \$53,476.50.

- **Contract Expenditures:** Within the last 12 months \$362,844.55 has been spent against this contract.

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is not a HUB

% HUB Subcontractor: N/A

RECEIVED
COUNTY JUDGE'S
OFFICE
10 AUG 19 PM 1:08

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☒ Purchase Requisition in H.T.E.: (Req. No. 506859)
- ☒ Funding Account(s): 507-4945-809-8120
- ☒ Total Project Budget: \$60,000.00
- ☒ Construction Budget: \$53,476.50
- ☒ Miscellaneous Budget: \$6,523.50
- ☐ Comments:

➤ **Statutory Verification of Funding:**

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



*lick
8.4.10
MB*

FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD# East Metro Park

File: 802

RECEIVED
TRAVIS COUNTY
2010 AUG - 4 PM 8
PURCHASE
OFFICE

TO: Cyd Grimes, CPM, Purchasing Agent

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

John Carr
Roger El Khoury
68

FROM: Gabe Stock, AIA, LEED AP, Senior Architectural Associate

DATE: August 04, 2010

SUBJECT: East Metro Park Meeting Hall Modification
Contract No. 07K00308RV – Job Order #12

Facilities Management Department recommends issuance of a purchase order, in the amount of \$53,476.50, to Trimbuilt Construction Inc. for construction work related to the East Metro Park Meeting Hall Modification. The cost proposal is fair and reasonable. Trimbuilt Construction Inc. is a Job-Order Contractor (JOC) currently doing work for Travis County under the above referenced contract. Funds for this purchase order are in account #507-4945-809-8120 and are encumbered under the requisition number 506859. The performance period for this work will be 30 days.

Your assistance in posting this item for Commissioner Court approval on the August 17, 2010 Voting Session agenda is greatly appreciated. If you have any questions or need additional information, please call Gabe Stock at extension 45240.

ATTACHMENT:

Cost Proposal from Trimbuilt Construction Inc.

COPY TO:

Steven Manilla, Public Works Director, TNR
Amy Draper, CPA, Financial Manager, Facilities Management Department
Richard Villareal, Construction Procurement Specialist, Purchasing Office
John Carr, Administrative Director, Facilities Management Department



Trimbuilt Construction, Inc.
On time. Every time.

East Metro Park
18701 Blake Manor Rd.
0
Manor, TX 78653

Total Base Bid: \$ 53,476.50
Alternates: \$1,022.47
Total \$ 54,498.97
**Below prices include all accepted alternates

Architect: Travis County Facilities Management Department
Engineer: Travis County Facilities Management Department

Date of Plans: 7/16/10
Date of Bid: 7/23/10

Estimator: Steve Shuler

Office Sq. Ft.: 0 Warehouse Sq. Ft.: 0 Misc. Sq. Ft.: 0 Total Sq. Ft.: 0

5	Painting		\$	3,005.00
7	Roofing		\$	12,645.00
21	Steel Fabrication Erect		\$	14,940.00
	Price include pressure treated 6"x6" posts.			
8	Concrete		\$	8,660.00
10	Final Cleanup		\$	150.00
	General Conditions		\$	9,215.00

30	Project Management	35%	# of weeks	4	\$	2,520.00
29	Supervision	70%	# of weeks	4	\$	4,480.00
27	General Cleaning		# of weeks	4	\$	400.00
11	Trash Dumpster		# of dumpsters	1	\$	510.00
12	Bonding			1	\$	1,305.00

Sub-Total \$ 48,615.00
Overhead & Profit % 10.00%
Overhead & Profit Total \$ 4,861.50
Total Excluding Tax \$ 53,476.50
Remodel Tax % 0.00%
Remodel Tax Total \$ -

Total Base Bid \$ 53,476.50

Alternates to Base Bid:

1	Cedar posts in lieu of pressure treated.	\$	1,022.47
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Qualifications to Base Bid:

All work is figured during regular business hours.

OK

DRAFT

Trimbuilt Construction, Inc.
Attn.: Mr. B. Scott Trimm
P.O. Box 80169
Austin, Texas 78708

- A. JOB ORDER NO. 12, WHICH REQUIRES **TRIMBUILT CONSTRUCTION, INC.** TO PROVIDE MINOR CONSTRUCTION AND RENOVATION SERVICES AT THE **EAST METRO PARK MEETING HALL** AS PER CONTRACT REQUIREMENTS, **TRIMBUILT CONSTRUCTION, INC.** ESTIMATE, SCOPE OF WORK, PLANS & SPECIFICATIONS, AND THE CONDITIONS DESCRIBED BELOW, IS HEREBY RELEASED.
- B. THE OWNER SHALL PAY THE CONTRACTOR THE NOT-TO-EXCEED AMOUNT OF **\$53,476.50** IN CONSIDERATION OF THE PERFORMANCE OF THE WORK.
- C. PERFORMANCE PERIOD: **THIRTY (30) CALENDAR DAYS AFTER ISSUANCE OF A NOTICE-TO-PROCEED FOR SUBSTANTIAL COMPLETION.**

TRIMBUILT CONSTRUCTION, INC.

B. SCOTT TRIMM DATE

CYD V. GRIMES, C.P.M. DATE
TRAVIS COUNTY PURCHASING AGENT

SAMUEL T. BISCOE DATE
TRAVIS COUNTY JUDGE

PURCHASE REQUISITION NBR: 0000506859

REQUISITION BY: DONNA WILLIAMS 854-7677

STATUS: AUDITOR APPROVAL
REASON: 53936 ENC PENDING AWARD

DATE: 8/03/10

SHIP TO LOCATION: TNR EAST METRO PARK

SUGGESTED VENDOR: 49186 TRIMBUILT CONSTRUCTION INC

DELIVER BY DATE: 8/03/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	IMPROVEMENTS TO EAST METRO PARK PAVILION COMMODITY: ROADSIDE, GROUNDS, PARK SUBCOMMOD: PARK IMPROVE-PURCHASE SVC	53476.50	DOL	1.0000	53476.50	

REQUISITION TOTAL: 53476.50

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	50749458098120 CAPITAL OUTLAY PURCHD SERV-PARK IMPRVMT	0502PE 2005 Bond East Metro Park	53476.50

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20100803 RUSH COURT



TRAVIS COUNTY PURCHASING OFFICE

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

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

19

Approved by: _____

Cyd V. Grimes 8/11/10

Voting Session: Tuesday, August 17, 2010

REQUESTED ACTION: RATIFY ISSUANCE OF JOB ORDER NO. 84, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC. (FM)

Points of Contact:

Purchasing: Richard Villareal, Marvin Brice

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

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

Subject Job Order was for the renovation/expansion of lease space currently occupied by the tenant, Texas Charter School, on the 9th floor of 700 Lavaca. As part of an amendment to the Lease Agreement between Travis County and Texas Charter School, the County agreed to renovate and expand the lease space.

Based on the terms of the Lease Agreement amendment, the renovations/expansion had to occur, and be completed by September 1, 2010. It was determined that the most expedient manner to accomplish this task was through utilization of the Job Order Contract (JOC). A quote of \$38,991.68 was obtained from the JOC.

Based on requirements of the JOC, all Job Orders exceeding \$25,000.00 requires Court approval. Due to the timing of the Court's approval of the Lease Agreement Amendment (approved on August 10, 2010), an additional 1 week would have been lost in obtaining Court approval of the JO on the next available Court date of August 17, 2010. Therefore, in order to comply with the Lease Agreement Amendment, and begin the work as soon as possible, the JO was issued on August 11, 2010, and is now presented for ratification by the Court.

➤ **Contract Expenditures:** Within the last 12 months, \$1,878,458.11 has been spent against this contract.

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is a HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☒ Purchase Requisition in H.T.E.: (Req. No. 507536)
- ☒ Funding Account(s): 007-1407-525-5004
- ☒ Total Project Budget: \$38,991.68
- ☒ Construction Budget: \$38,991.68
- ☐ Comments:

➤ **Statutory Verification of Funding:**

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

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

DATE

COUNTY JUDGE

CONTRACT NO. 07K00307RV

Job Order No. 84
Dated August 11, 2010

Architectural Habitat of Austin, Inc.
Attn.: Ms. Jan Cannaday
1707 West Koenig Lane
Austin, Texas 78756

- A. JOB ORDER NO. 84, WHICH REQUIRES ARCHITECTURAL HABITAT OF AUSTIN, INC. TO PERFORM MINOR CONSTRUCTION AND RENOVATION SERVICES AT 700 LAVACA-9TH FLOOR, TEXAS CHARTER SCHOOLS LEASE PER CONTRACT REQUIREMENTS, ARCHITECTURAL HABITAT OF AUSTIN, INC. ESTIMATE, SCOPE OF WORK, PLANS & SPECIFICATIONS, AND THE CONDITIONS DESCRIBED BELOW, IS HEREBY RELEASED.
- B. THE OWNER SHALL PAY THE CONTRACTOR THE NOT-TO-EXCEED AMOUNT OF \$38,991.68 IN CONSIDERATION OF THE PERFORMANCE OF THE WORK.
- C. PERFORMANCE PERIOD: THIRTY (30) CALENDAR DAYS AFTER ISSUANCE OF A NOTICE-TO-PROCEED FOR SUBSTANTIAL COMPLETION.

ARCHITECTURAL HABITAT OF AUSTIN, INC.

Jan Cannaday 8-11-10
JAN CANNADAY DATE

CYD V. GRIMES, C.P.M. DATE
TRAVIS COUNTY PURCHASING AGENT

Cyd V. Grimes for 8/11/10
SAMUEL T. BISCOE DATE
TRAVIS COUNTY JUDGE



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD# LAVA7-04-10F-4R

File: 802

TO: Cyd Grimes, CPM, Purchasing Agent

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

FROM: Ben Noack, AIA, LEED AP, Senior Architectural Associate

DATE: August 11, 2010

SUBJECT: Lavaca 700 – 9th floor – Texas Charter Schools Lease renovation
Contract No. 07K00307RV – Job Order #84

Facilities Management Department recommends issuance of a purchase order, in the amount of \$38,991.68, to Architectural Habitat for construction work related to the 700 Lavaca – 9th floor renovation for Texas Charter Schools Lease. The cost proposal is fair and reasonable. The new facility will renovate expanded space for the Texas Charter Schools tenant. Architectural Habitat is a Job-Order Contractor (JOC) currently doing work for Travis County under the above referenced contract. Funds for this purchase order are in account #007-1407-525-5004 and are encumbered under the requisition number 507536. The performance period for this work will be 30 days.

The Commissioners Court approved the lease amendment which includes this tenant build out on August 10, 2010. Your expedited approval of this item is greatly appreciated. If you have any questions or need additional information, please call Ben Noack at extension 44829.

ATTACHMENT:

1) Cost Proposal from Architectural Habitat.

COPY TO:

Amy Draper, CPA, Financial Manager, Facilities Management
Richard Villareal, Construction Procurement Specialist, Purchasing Office
John Carr, Administrative Director, FMD

#

22

Travis County Commissioners Court Agenda RequestVoting Session 8 / 17 / 10
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

- a) Consider and take appropriate action on an offer to sell an approximately 0.951 tract acre of land for use as right-of-way in roadway improvements planned for a portion of Lava Lane in Precinct Four.
- b) Consider and take appropriate action on an offer to sell an approximately 0.537 acre tract of land for use as right-of-way in roadway improvements planned for a portion of Lava Lane in Precinct Four.
- c) Consider and take appropriate action on an offer to sell an approximately 0.60 acre tract of land, and a .0306 acre drainage easement, for use as right-of-way in roadway improvements planned for a portion of Lava Lane in Precinct Four.

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

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

<u>Joseph P. Gieselman, TNR</u>	<u>854-9383</u>	<u>Dee Heap, TNR</u>	<u>854-7647</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>Christy Moffett, TNR</u>	<u>854-9383</u>
<u>Steve Sun, P.E., TNR</u>	<u>854-4660</u>	<u>Donna Williams-Jones, TNR</u>	<u>854-9383</u>
<u>Lee Turner, P.E., TNR</u>	<u>854-7598</u>	<u>John Hille, Asst. CA</u>	<u>854-9513</u>
<u>Greg Chico, TNR</u>	<u>854-4659</u>	<u>Chris Gilmore, Asst. CA</u>	<u>854-9455</u>

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

COURT DATE: 8 / 17 / 10

AGENDA ITEM #

MEMORANDUM

DATE: August 5, 2010

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Offers to sell three parcels of land and one drainage easement for use as public right-of-way as needed for roadway improvements planned for Lava Lane, located near FM 1625 and Coulver Road in southeastern Travis County.

SUMMARY OF BRIEFING AND STAFF RECOMMENDATION

Over the past few weeks, discussions between TNR Right-of-Way staff and the three property owners from whom Travis County needs property for planned improvements to Lava Lane have resulted in offers to sell. These three offers were willingly and freely submitted to the County in the form of written and signed purchase (sales) contracts (attached as Exhibits "A", "B", & "C").

The planned project is for improvements and an extension to Lava Lane, located between Thaxton Road and FM 1625 in the southeastern quadrant of the County. The three property owners are all related (family), and each owner has offered to sell the needed parcels for the equivalent of \$20,000 per acre. Travis Central Appraisal District values the parent tracts (land from which the various parcels would come) and immediately surrounding, similar, and highly comparable properties, at between \$11,000 and \$20,000 per acre. Details of the 3 offers to the County are:

Owner Name	Parcel #	Parcel Size	TCAD per acre	Offer per acre	Offer amount
Joel * & Leticia Rebollar	1	0.951	\$11,400	\$20,000	\$19,020.00
Caritina Rebollar	2	0.537	16,000	20,000	10,470.00
Constantina Gallegos	3 3E	0.60 fee 0.0306 easement	12,000	20,000	12,613.41

* Note: Mr. Joel Rebollar is employed by Travis County as a mechanic in TNR's Road & Bridge Division. In a review of the matter by Assistant County Attorney Chris Gilmore, he determined that no conflict of interest exists in purchase of property from Mr. Rebollar by Travis County. Please see his letter dated July 15, 2010 attached hereto as Exhibit "E". Furthermore, as this project is funded in part

Travis County Commissioners' Court
August 5, 2010
Page 2 of 2

through the use of CDBG monies, County staff sought approval from the U.S. Office of Housing and Urban Development (San Antonio Office) for the purchase of property from a County employee to construct a public improvement. Following HUD's inquiry, the Acting Community Planning and Development Director (Mr. Richard L. Lopez) concurred with the position of the County Attorney's Office (please see Exhibit "F" for a copy of Mr. Lopez's letter received by TNR on August 3, 2010).

Finally, with regard to the prices offered by the various owners, TNR Right-of-Way staff conducted an internal property analysis and area assessment / opinion of value. That research indicated that the offered sales prices are within the range of a fair market value calculation, and would likely be within any formal appraised value range. Data from TCAD further substantiates this viewpoint. Consequently, TNR recommends acceptance and execution of the three offer contracts as presented.

FISCAL AND BUDGETARY IMPACT

The total purchase price for all three of the proposed transactions / offers to sell is \$42,103.41. Additional costs, such as closing expenses, would bring the total County cost to approximately \$45,000. Funding for this project and the acquisition of Parcels #1, 2, 3, and 3E is in place, and is located within the following two accounts for CDBG (Community Development Block Grants):

ROW acquisition – account # 615 – 4931 – 621 – 8114 / project number HCUD03
ROW services – account # 615 – 4931 – 621 – 8115 / project number HCUD03

ISSUES AND OPPORTUNITIES

Entertainment and consideration of offers to sell right-of-way from private property owners can be an appropriate and prudent means by which the County may acquire property, without the costs associated incurred using land planning, appraisal, and appraisal review services. TNR staff believes this scenario represents one of those circumstances.

REQUIRED AUTHORIZATIONS

John Hille, Asst. County Attorney
Chris Gilmore, Asst. County Attorney

EXHIBITS

- (A) Map showing general location of subject properties and roadway project
- (B), (C), (D) Offer-to-sell purchase contracts for parcel #1, #2, #3, and #3E
- (E) Christopher Gilmore letter dated July 15, 2010
- (F) U.S. Housing and Urban Development letter received by TNR on August 3, 2010

copy: Steve Manilla, P.E., Public Works Director
Steve Sun, P.E., CIP Manager
Lee Turner, P.E., Senior Engineer
Greg Chico, Right-of-Way Manager
Dee Heap, Right-of-Way Negotiator
Christy Moffett, Senior Planner
Donna Williams-Jones, TNR, Senior Financial Analyst
John Hille, Assistant County Attorney
Chris Gilmore, Assistant County Attorney

EXHIBIT "A"

Map of Travis County, TX

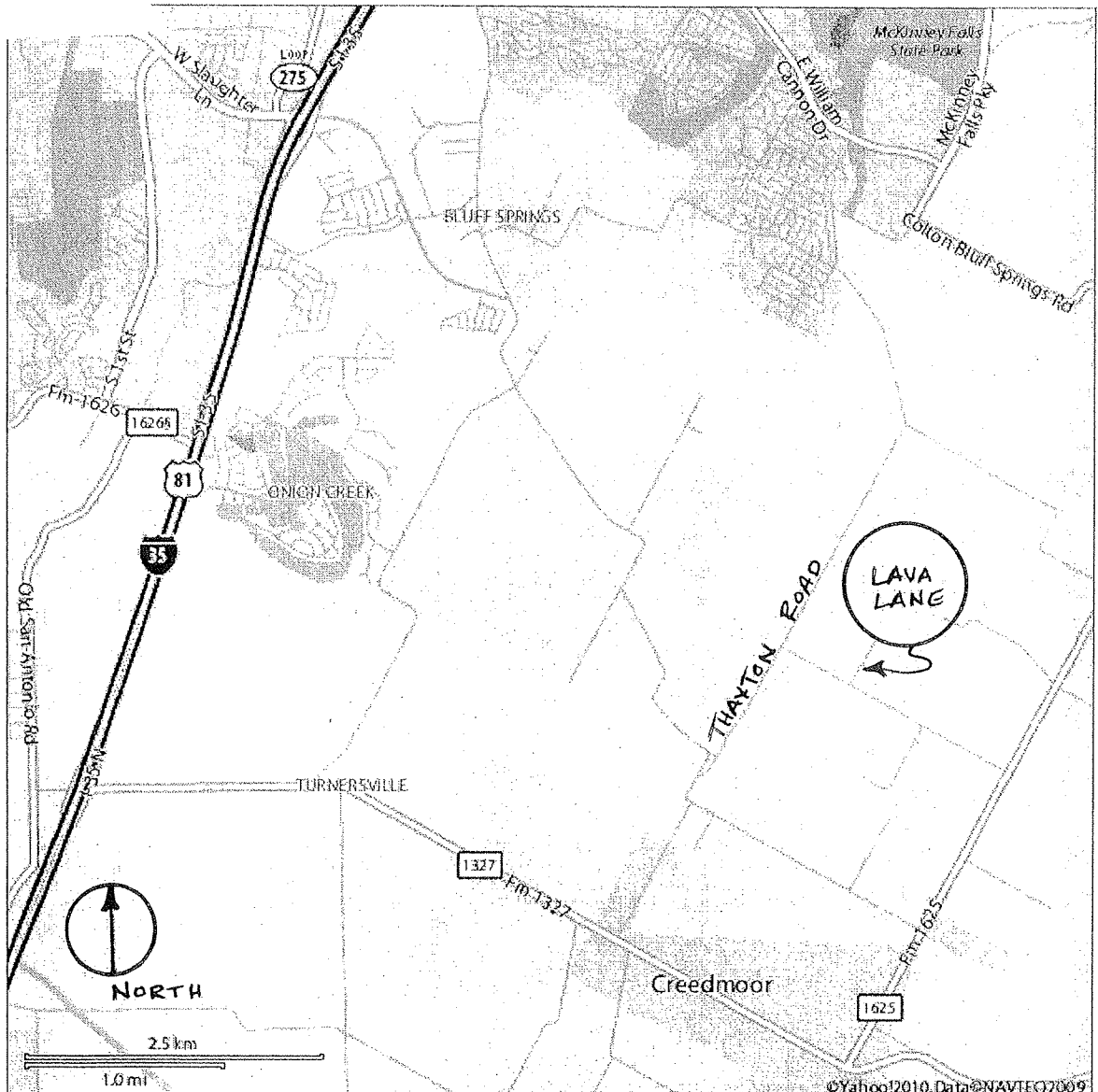


EXHIBIT "B"

TRAVIS COUNTY
PURCHASE CONTRACT

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

PARCEL # 1

THIS CONTRACT OF SALE is made by and between Joel G. Rebollar and Leticia Rebollar, hereinafter referred to as SELLER, and TRAVIS COUNTY, TEXAS, hereinafter referred to as BUYER, for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

SECTION I - PURCHASE AND SALE

The SELLER hereby agrees to sell and convey to BUYER and BUYER agrees to purchase that interest in real property situated in Travis County, Texas, together with all improvements and fixtures, privileges, and appurtenances pertaining thereto, hereinafter collectively called PROPERTY, described as follows:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in Exhibit "A" which is attached hereto and incorporated herein as if set out at length, which exhibit will identify the type of interest in real property purchased. If no identification of interest is specifically made, the parties agree the purchase is for fee title. The term GRANTOR in Exhibit "B" shall reference the SELLER.

SECTION II - CONSIDERATION

BUYER agrees to buy and SELLER agrees to sell the PROPERTY for NINETEEN-THOUSAND, TWENTY AND NO/100 DOLLARS (\$19,020.00).

SECTION III - COMMITMENT FOR TITLE INSURANCE

BUYER may obtain a Commitment for Title Insurance (the "Commitment") and legible copies of all recorded instruments affecting the property and recited as exceptions in the Commitment. If BUYER has an objection to items disclosed in such Commitment, SELLER shall cure the same by date of closing. BUYER may waive any item in the Commitment and complete the purchase.

The SELLER shall perform, observe, and comply with all of the covenants, agreements, and conditions required by this agreement prior to or as of the closing.

SECTION IV - REPRESENTATIONS AND WARRANTIES OF SELLER

The SELLER hereby represents and warrants to BUYER now, through closing and surviving closing, the following:

- A. No one resides on or uses any portion of the PROPERTY as lessees, tenants at sufferance, or trespassers;
- B. SELLER is the fee simple owner of the title to the PROPERTY and is duly authorized and empowered to sell said PROPERTY;
- C. SELLER has paid all taxes, charges, debts, and other assessments due by the SELLER with respect to the PROPERTY;
- D. There will be no unrecorded liens, mortgages, loans, Uniform Commercial Code liens, or other encumbrances against any of the PROPERTY which will not be satisfied out of the Sales Price; and
- E. SELLER shall not further encumber, or allow the encumbrance of, the title to the PROPERTY or modify the terms or conditions of any existing encumbrances, if any, without written consent of BUYER.

If any representation above is untrue, SELLER shall remedy the deficiency prior to closing. Should SELLER not remedy the deficiency prior to closing, the SELLER shall be in default.

SECTION V - CLOSING

The parties will finalize the transaction by closing on or before 90 days after the date of this agreement, which date is hereinafter referred to as the Closing Date. This date may be extended upon confirmation by the parties.

- A. At the closing, SELLER shall deliver to BUYER the following:
 - 1. A duly executed and acknowledged General Warranty Deed in a form and substance as the Deed attached as Exhibit "B" incorporated herein as if set out at length, conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein below and/or approved by BUYER in writing prior to closing.

2. An Owner's Policy of Title Insurance (the "Title Policy"), with premium cost to be paid by the BUYER, issued by Independence Title Company in the full amount of the Sales Price (or appraised value of the PROPERTY if cash is not the consideration), dated as of the closing, insuring BUYER'S contractual interest to the PROPERTY to be good and indefeasible subject only to those title exceptions contained in the standard, printed form allowed by the State Department of Insurance, however;
 - a. the exception as to restrictive covenants shall be endorsed "None of Record," unless waived by BUYER before closing.
 - b. the exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
 3. Evidence of its capacity and authority for the closing of this transaction.
 4. All signed releases, affidavits, and other necessary documents to close this transaction.
 5. Possession of the PROPERTY.
 6. Evidence that all general real estate taxes for the then current year relating to the Property (if purchased in fee) and interest on any existing indebtedness prorated to the day of closing have been paid.
 7. Evidence that all special taxes or assessments to the Closing Date shall be paid by Seller.
- B. The SELLER shall pay all cost of releasing existing loans, liens or other encumbrances, his attorney's fees and all other expenses stipulated to be paid by the SELLER under other provisions of this Contract.
- C. At the closing, BUYER shall perform the following:
1. Pay, by check, the purchase price.
 2. Sign any documents a buyer would normally sign to close a similar transaction.
 3. Pay cost of owner's title policy premium.

SECTION VI - BREACH BY SELLER

In the event that the SELLER shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the property for any reason, except the BUYER'S default, the BUYER may enforce specific performance of this agreement, bring suit for damages against the SELLER, or seek any other remedy provided by law.

SECTION VII - BREACH BY BUYER

In the event that the BUYER should fail to consummate the purchase of the property, leaving the BUYER in default and the SELLER not being in default hereunder, the SELLER shall have the right to bring suit for damages against the BUYER.

SECTION VIII - MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Contract, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators 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.

SECTION IX - MISCELLANEOUS

1. Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.
2. Notice. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

SELLER: Joel G. Rebollar and Leticia Rebollar
TRLR B
10202 Lava Lane
Austin, TX 78747-2197

BUYER: Travis County, Texas
c/o Executive Manager
Transportation and Natural Resources
P. O. Box 1748
Austin, Texas 78767

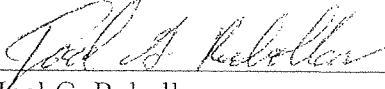
COPY TO: The Honorable David Escamilla
(or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
Attn.: Dee Heap
File No.: Lava Lane Parcel #1

3. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created here-under are performable in Travis County, Texas.
4. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.
5. Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
6. Entire Agreement
 - A. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof and contains all of the covenants and agreements between the parties with respect to said matter.
 - B. No modification concerning this instrument shall be of any force or effect, excepting a subsequent modification in writing signed by the party to be charged. No official, representative, agent, or employee of Travis County, Texas, has any authority to modify this Contract except pursuant to express authority to do so granted by the Commissioners Court of Travis County, Texas.
7. Time of Essence. Time is of the essence of this Contract.
8. Gender. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa, unless the Contract requires otherwise.


IN WITNESS WHEREOF, the Parties hereunto, acting by and through their duly authorized officers or on their own behalf have caused this Contract to be signed on the day and year below written. The later day and year below written will be the effective date upon which all duties under this Contract shall begin.

SELLER: Joel G. Rebollar and Leticia Rebollar

Date: 6-25-10

By: 
Joel G. Rebollar

Date: 6-25-10

By: 
Leticia Rebollar

BUYER: TRAVIS COUNTY, TEXAS

Date: _____

By: _____
Samuel T. Biscoe
Travis County Judge

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Exhibit "A"

Parcel 1

LEGAL DESCRIPTION
OF A 0.951 OF AN ACRE TRACT,
OUT OF THE SANTIAGO
DEL VALLE GRANT,
TRAVIS COUNTY, TEXAS

Being a 0.951 of an acre, more or less, tract or parcel of land, being a portion of that certain tract of land called Tract 1, 6.717 acres, as described in a deed to Joel G. Rebollar and wife, Leticia Rebollar, recorded in Document Number 2003020580 of the Official Public Records of Travis County, Texas, being also a portion of the said Estate of Alfred Overton, as recorded in Volume 3, Page 58, of the Plat Records of Travis County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found (Texas State Plane Coordinates N 10019116.70, E 3118804.49) on the north line of that certain tract of land called 3.1404 acres, as described in a deed to Caratina Rebollar, as recorded in Volume 8615, Page 389, of the Deed Records of Travis County, Texas, being on the south line of a 1.481 acre non-exclusive easement, as described as Tract 2 in Document Number 2003054456 of the Official Public Records of Travis County, Texas, marking the southwest corner of that certain tract of land called 4.580 acres, as described in a deed to Constantina Gallegos, as recorded in Document Number 2003029766 of the Official Public Records of Travis County, Texas, also marking the southeast corner of the said Rebollar 6.717 acre tract, for the southeast corner hereof;

THENCE, with the south line of the said 6.717 acre tract, and the south line of the said easement, the following three (3) calls:

N 62° 31' 29" W, at 230.20 feet, pass the northeast corner of a 30 foot right-of-way easement, recorded in Document Number 8615, Page 389, of the Deed Records of Travis County, Texas, for a total distance of 260.20 feet to an aluminum cap marked Travis County set, marking the northwest corner of the said 3.1404 of an acre tract, also marking the northwest corner of the said 30 foot right-of-way, also marking the northeast corner of that certain tract of land called 2.00 acres as described in a deed to Beatriz Garcia, recorded in Volume 6374, Page 1345 of the Real Property Records of Travis County, Texas;

With the north line of the said 2.00 acre tract, N 62° 31' 29" W, 295.08 feet to a 1/2" iron rod found marking the northeast corner of that certain tract of land called 4.32 acres, as described in a deed to Thomas Wilson Knape, recorded in Volume 9357, Page 164, of the Real Property Records of Travis County, Texas;

With the north line of the 4.32 acre tract, N 62° 30' 22" W, 87.18 feet to a 1/2" iron rod found on the east line of that certain tract of land called Tract 1, 4.001 acres, as described in a deed to Constantina Gallegos and daughter Analilia Medina Gallegos, recorded in Document Number 2003054456, of the Official Public Records of Travis County, Texas, marking the northwest corner of the said 4.32

acre tract, the southwest corner of the said easement, and the southwest corner of the said 6.717 acre tract, for the southwest corner hereof;

THENCE, with the west line of the said 6.717 acre tract, the west line of the said easement and the east line of the said 4.001 acre tract, N 28° 18' 27" E, 60.01 feet to a 5/8" iron rod with an aluminum cap marked Travis County set on the approximate north line of the said easement, for the northwest corner hereof;

THENCE, across the said 6.717 acre tract, the following five (5) calls:

With the approximate north line of the said easement, S 62° 30' 22" E, 49.21 feet to a 5/8" iron rod with an aluminum cap marked Travis County set, for an interior corner hereof;

N 27° 28' 31" E, 47.99 feet to a 5/8" iron rod with an aluminum cap marked Travis County set, for an exterior corner hereof;

S 62° 31' 29" E, 60.00 feet to a 5/8" iron rod with an aluminum cap marked Travis County set, for an exterior corner hereof;

S 27° 28' 31" W, 48.00 feet to a 5/8" iron rod with an aluminum cap marked Travis County set on the approximate north line of the said easement, for an interior corner hereof;

With the approximate north line of the said easement, S 62° 31' 29" E, 532.53 feet to a 5/8" iron rod with an aluminum cap marked Travis County set on the east line of the said 6.717 acre tract and the west line of the said 4.580 acre tract, for the northeast corner hereof;

THENCE, with the common west line of the said 4.580 acre tract and the east line of the said 6.717 acre tract, S 27° 37' 09" W, 60.00 feet to the POINT OF BEGINNING and containing 41,407 square feet of land, more or less.

This description is accompanied by a sketch of even date.

Bearing basis is based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

I hereby certify that this description and accompanying sketch represents an on the ground survey made under my supervision, in the month of July, 2009, and is true and correct to the best of my knowledge and belief.

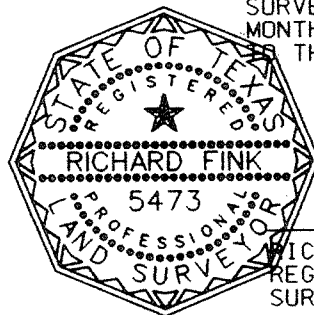

Richard Fink

5-12-2010
R.P.L.S. No. 5473



CONSTANTINA GALLEGOS AND
DAUGHTER, ANALILIA MEDINA GALLEGOS
TRACT 1: 4.001 ACRES
DOC. NO. 2003054456
OPRTCT

I, THE UNDERSIGNED DO HEREBY CERTIFY THAT
THIS PLAT REPRESENTS AN ON THE GROUND
SURVEY DONE UNDER MY SUPERVISION IN THE
MONTH OF JULY, 2009, AND THAT IT IS CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF.



RICHARD FINK
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5473

LEGEND

- FOUND IRON ROD WITH CAP
- SET 5/8" IRON ROD WITH ALUMINUM CAP
- RPRCT REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- OPRTCT OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- DRCT DEED RECORDS TRAVIS COUNTY, TEXAS
- X— WIRE FENCE
- CHAIN LINK FENCE

NOTES:

BEARING BASIS AND COORDINATES SHOWN
ARE BASED ON THE TEXAS STATE PLANE
COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.
DISTANCES SHOWN ARE SURFACE DISTANCES,
WITH A COMBINED GRID SCALE FACTOR OF
0.99996695.

A FIELD NOTE DESCRIPTION ACCOMPANIES
THIS PLAT.

THOMAS WILSON KNAPE
4.32 ACRES
9357/164
RPRCT

JOEL G. REBOLLAR AND
WIFE, LETICIA REBOLLAR
TRACT 1: 6.717 ACRES
DOC. NO. 2003020580
OPRTCT

PARCEL 1
0.951 AC
41407 SQ FT

BEATRIZ GARCIA
2.00 ACRES
6374/1345
RPRCT

CARITINA REBOLLAR
3.1404 ACRES
8615/389
DRCT

1.481 ACRE
NON-EXCLUSIVE EASEMENT
TRACT 2
DOC. NO. 2003054456
OPRTCT

P.O.B.
N=10019116.70
E=3118804.49

CONSTANTINA GALLEGOS
4.580 ACRES
DOC. NO. 2003029766
OPRTCT



FILE: Q:\Project\Survey\Lava Lane\parcel 3.dgn
DATE: 17-Mar-10 09:41



TRAVIS COUNTY, TEXAS
TRANSPORTATION and NATURAL
RESOURCES DEPARTMENT

SKETCH TO ACCOMPANY FIELD NOTES
OF A 0.951 ACRE PARCEL FOR RIGHT-OF-
WAY PURPOSES, SITUATED IN THE
SANTIAGO DEL VALLE GRANT,
TRAVIS COUNTY, TEXAS

60 30 0 60 120



SCALE IN FEET

EXHIBIT "B"

GENERAL WARRANTY DEED

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

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KNOW ALL PERSONS BY THESE PRESENTS:

That Joel G. Rebollar and Leticia Rebollar, of the County of Travis, State of Texas, hereinafter referred to as GRANTOR, whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by Travis County, a political subdivision of the State of Texas, whose mailing address is: P. O. Box 1748, Austin, Texas, 78767, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said Travis County, Texas, all of the following real property in Travis County, Texas, to-wit:

That certain tract of land situated in Travis County and being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind itself, its representatives, successors, and assigns to WARRANT AND DEFEND FOREVER, all and singular, the said premises unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof.

EXECUTED this ____ day of _____, 2010.

GRANTOR: Joel G. Rebollar and Leticia Rebollar

By: _____
Joel G. Rebollar

By: _____
Leticia Rebollar

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on the ____ day of _____, 2010, by Joel G. Rebollar, personally known to me or on the basis of legally sufficient identification for the purposes and consideration stated herein.

Notary Public in and for the
State of Texas

Printed Name of Notary Public
My commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on the ____ day of _____, 2010, by Leticia Rebollar, personally known to me or on the basis of legally sufficient identification for the purposes and consideration stated herein.

Notary Public in and for the
State of Texas

Printed Name of Notary Public
My commission expires: _____

Mailing Address of Grantee:
Travis County, Texas
c/o Transportation and Natural Resources Department
P.O. Box 1748
Austin, TX 78767
attn: Dee Heap

DH:dah
Lava Lane
c:\\mydocs.anernsmll.GenWarranty.doc

EXHIBIT "C"

TRAVIS COUNTY
PURCHASE CONTRACT

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

PARCEL # 2

THIS CONTRACT OF SALE is made by and between Caritina Rebollar, hereinafter referred to as SELLER, and TRAVIS COUNTY, TEXAS, hereinafter referred to as BUYER, for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

SECTION I - PURCHASE AND SALE

The SELLER hereby agrees to sell and convey to BUYER and BUYER agrees to purchase that interest in real property situated in Travis County, Texas, together with all improvements and fixtures, privileges, and appurtenances pertaining thereto, hereinafter collectively called PROPERTY, described as follows:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in Exhibit "A" which is attached hereto and incorporated herein as if set out at length, which exhibit will identify the type of interest in real property purchased. If no identification of interest is specifically made, the parties agree the purchase is for fee title. The term GRANTOR in Exhibit "B" shall reference the SELLER.

SECTION II - CONSIDERATION

BUYER agrees to buy and SELLER agrees to sell the PROPERTY for TEN-THOUSAND, SEVEN-HUNDRED-FORTY AND NO/100 DOLLARS (\$10,740.00) and other good and valuable consideration as described in Exhibit " C ".

SECTION III - COMMITMENT FOR TITLE INSURANCE

BUYER may obtain a Commitment for Title Insurance (the "Commitment") and legible copies of all recorded instruments affecting the property and recited as exceptions in the Commitment. If BUYER has an objection to items disclosed in such Commitment, SELLER shall cure the same by date of closing. BUYER may waive any item in the Commitment and complete the purchase.

The SELLER shall perform, observe, and comply with all of the covenants, agreements, and conditions required by this agreement prior to or as of the closing.

SECTION IV - REPRESENTATIONS AND WARRANTIES OF SELLER

The SELLER hereby represents and warrants to BUYER now, through closing and surviving closing, the following:

- A. No one resides on or uses any portion of the PROPERTY as lessees, tenants at sufferance, or trespassers;
- B. SELLER is the fee simple owner of the title to the PROPERTY and is duly authorized and empowered to sell said PROPERTY;
- C. SELLER has paid all taxes, charges, debts, and other assessments due by the SELLER with respect to the PROPERTY;
- D. There will be no unrecorded liens, mortgages, loans, Uniform Commercial Code liens, or other encumbrances against any of the PROPERTY which will not be satisfied out of the Sales Price; and
- E. SELLER shall not further encumber, or allow the encumbrance of, the title to the PROPERTY or modify the terms or conditions of any existing encumbrances, if any, without written consent of BUYER.

If any representation above is untrue, SELLER shall remedy the deficiency prior to closing. Should SELLER not remedy the deficiency prior to closing, the SELLER shall be in default.

SECTION V - CLOSING

The parties will finalize the transaction by closing on or before 90 days after the date of this agreement, which date is hereinafter referred to as the Closing Date. This date may be extended upon confirmation by the parties.

- A. At the closing, SELLER shall deliver to BUYER the following:
 - 1. A duly executed and acknowledged General Warranty Deed in a form and substance as the Deed attached as Exhibit "B" and incorporated herein as if set out at length, conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except

as permitted herein below and/or approved by BUYER in writing prior to closing; or, if the PROPERTY described in Section I is or includes an easement or license, SELLER shall deliver such appropriate.

2. An Owner's Policy of Title Insurance (the "Title Policy"), with premium cost to be paid by the BUYER, issued by Independence Title Company in the full amount of the Sales Price (or appraised value of the PROPERTY if cash is not the consideration), dated as of the closing, insuring BUYER'S contractual interest to the PROPERTY to be good and indefeasible subject only to those title exceptions contained in the standard, printed form allowed by the State Department of Insurance, however;
 - a. the exception as to restrictive covenants shall be endorsed "None of Record," unless waived by BUYER before closing.
 - b. the exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
 3. Evidence of its capacity and authority for the closing of this transaction.
 4. All signed releases, affidavits, and other necessary documents to close this transaction.
 5. Possession of the PROPERTY.
 6. Evidence that all general real estate taxes for the then current year relating to the Property (if purchased in fee) and interest on any existing indebtedness prorated to the day of closing have been paid.
 7. Evidence that all special taxes or assessments to the Closing Date shall be paid by Seller.
- B. The SELLER shall pay all cost of releasing existing loans, liens or other encumbrances, his attorney's fees and all other expenses stipulated to be paid by the SELLER under other provisions of this Contract.
- C. At the closing, BUYER shall perform the following:
1. Pay, by check, the purchase price.
 2. Sign any documents a buyer would normally sign to close a similar transaction.
 3. Pay cost of owner's title policy premium.

SECTION VI - BREACH BY SELLER

In the event that the SELLER shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the property for any reason, except the BUYER'S default, the BUYER may enforce specific performance of this agreement, bring suit for damages against the SELLER, or seek any other remedy provided by law.

SECTION VII - BREACH BY BUYER

In the event that the BUYER should fail to consummate the purchase of the property, leaving the BUYER in default and the SELLER not being in default hereunder, the SELLER shall have the right to bring suit for damages against the BUYER.

SECTION VIII - MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Contract, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators 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.

SECTION IX - MISCELLANEOUS

1. Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.
2. Notice. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

SELLER: Caritina Rebollar
10202 Lava Lane
Austin, TX 78747-2011

BUYER: Travis County, Texas
c/o Executive Manager
Transportation and Natural Resources
P. O. Box 1748
Austin, Texas 78767

COPY TO: The Honorable David Escamilla
(or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
Attn.: Dee Heap
File No.: Lava Lane Parcel #2

3. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.
4. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.
5. Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
6. Entire Agreement
 - A. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof and contains all of the covenants and agreements between the parties with respect to said matter. The Parties have agreed to additional provisions attached as Exhibit "C".
 - B. No modification concerning this instrument shall be of any force or effect, excepting a subsequent modification in writing signed by the party to be charged. No official, representative, agent, or employee of Travis County, Texas, has any authority to modify this Contract except pursuant to express authority to do so granted by the Commissioners Court of Travis County, Texas.
7. Time of Essence. Time is of the essence of this Contract.

8. Gender. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa, unless the Contract requires otherwise.

IN WITNESS WHEREOF, the Parties hereunto, acting by and through their duly authorized officers or on their own behalf have caused this Contract to be signed on the day and year below written. The later day and year below written will be the effective date upon which all duties under this Contract shall begin.

SELLER: Caritina Rebollar

Date: 6-25-10

By: Caritina Rebollar

BUYER: TRAVIS COUNTY, TEXAS

Date: _____

By: _____

Samuel T. Biscoe
Travis County Judge

Parcel 2

**LEGAL DESCRIPTION
OF A 0.537 OF AN ACRE TRACT,
OUT OF THE SANTIAGO
DEL VALLE GRANT,
TRAVIS COUNTY, TEXAS**

Being a 0.537 of an acre, more or less, tract or parcel of land, being a portion of that certain tract of land called 3.1404 acres, as described in a deed to Caratina Rebollar, as recorded in Volume 8615, Page 389, of the Deed Records of Travis County, Texas, said called 3.1404 acre tract being a portion of the subdivision of the Estate of Alfred Overton, as recorded in Volume 3, Page 58, of the Plat Records of Travis County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with an aluminum cap marked Travis County set (Texas State Plane Coordinates N 10018974.92, E 3119077.13) on the south line of that certain tract of land called 4.580 acres, as described in a deed to Constantina Gallegos, recorded in Document Number 2003029766 of the Official Public Records of Travis County, Texas, being also a portion of the said Estate of Alfred Overton, marking the northwest corner of that certain tract of land called 0.86 of an acre, as described in a deed to Constantina Gallegos, recorded in Volume 11238, Page 1062 of the Real Property Records of Travis County, Texas, being also a portion of the said Estate of Alfred Overton, also marking the northeast corner of the said Rebollar tract, for the northeast corner hereof;

THENCE, with the common east line of the said Rebollar tract and the west line of the said 0.86 acre Gallegos tract, S 28° 42' 37" W, 235.41 feet to a 5/8" iron rod with an aluminum cap set, marked Travis County, marking the northeast corner of a 30 foot wide right-of-way for Lava Lane, marking the southeast corner of the said Rebollar tract, for the southeast corner hereof;

THENCE, with the south line of the said Rebollar tract, N 63° 52' 28" W, at 31.70 feet, pass a 1/2" iron rod found marking the northwest corner of the said Lava Lane and the northeast corner of that certain tract of land called 1.995 acres, as described in a deed to Jose S. Alejandro and Edgar M Alejandro, recorded in Document Number 2008185213, of the Official Public Records of Travis County, Texas, being also a portion of the said Estate of Alfred Overton, for a total distance of 60.06 feet to a 5/8" iron rod with an aluminum cap marked Travis County set on the common north line of the said Alejandro tract and the south line of the said Rebollar tract, for the most southerly southwest corner hereof;

THENCE, across the said Rebollar tract, the following three (3) calls:

N 28° 42' 37" E, 110.22 feet to a 5/8" iron rod with an aluminum cap marked Travis County set, for an interior corner hereof;

N 61° 17' 23" W, 71.95 feet to a 5/8" iron rod with an aluminum cap marked Travis County set, for the most westerly southwest corner hereof;

N 27° 28' 31" E, 125.03 feet to a 5/8" iron rod with an aluminum cap marked Travis County set on the common north line of the said Rebollar tract and the south line of the said 4.580 Gallegos tract, for the northwest corner hereof;

THENCE, with the common north line of the said Rebollar tract and the south line of the said 4.580 acre Gallegos tract, S 62° 31' 34" E, 134.68 feet to the POINT OF BEGINNING and containing 23,390 square feet of land, more or less.

As of the date of this survey, this tract is subject to a 30 foot right-of-way easement, recorded in Volume 8615, Page 389, of the Deed Records of Travis County, Texas.

This description is accompanied by a sketch of even date.

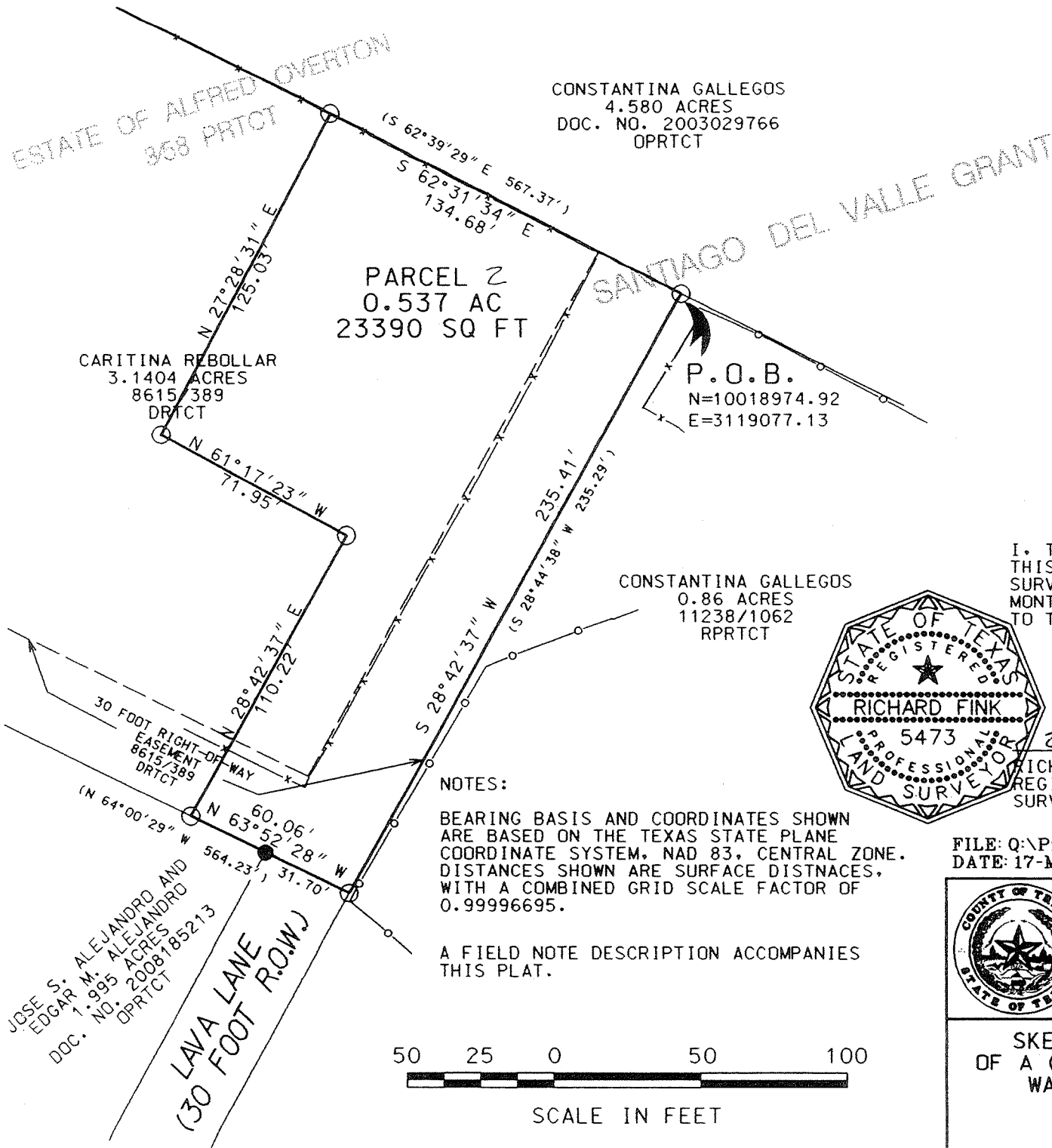
Bearing basis is based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

I hereby certify that this description and accompanying sketch represents an on the ground survey made under my supervision, in the month of July, 2009, and is true and correct to the best of my knowledge and belief.


Richard Fink

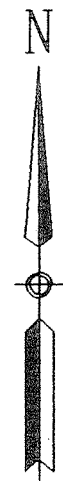
5-12-2010
R.P.L.S. No. 5473



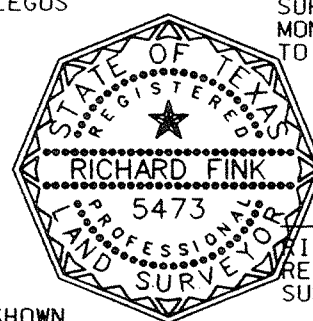


LEGEND

- FOUND IRON ROD WITH CAP
- SET 5/8" IRON ROD WITH ALUMINUM CAP
- RPRCT REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- OPRTCT OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- DRCTCT DEED RECORDS TRAVIS COUNTY, TEXAS
- X— WIRE FENCE
- CHAIN LINK FENCE



I, THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ON THE GROUND SURVEY DONE UNDER MY SUPERVISION IN THE MONTH OF JULY, 2009, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Richard Fink

5-12-2010

RICHARD FINK
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5473

NOTES:
BEARING BASIS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES SHOWN ARE SURFACE DISTANCES, WITH A COMBINED GRID SCALE FACTOR OF 0.99996695.

A FIELD NOTE DESCRIPTION ACCOMPANIES THIS PLAT.

FILE: Q:\Project\Survey\Lava Lane\parcel 1.dgn
DATE: 17-Mar-10 09:40



TRAVIS COUNTY, TEXAS
TRANSPORTATION and NATURAL RESOURCES DEPARTMENT

SKETCH TO ACCOMPANY FIELD NOTES OF A 0.537 ACRE PARCEL FOR RIGHT-OF-WAY PURPOSES, SITUATED IN THE SANTIAGO DEL VALLE GRANT, TRAVIS COUNTY, TEXAS

EXHIBIT "B"
GENERAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

That Caritina Rebollar, of the County of Travis, State of Texas, hereinafter referred to as GRANTOR, whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by Travis County, a political subdivision of the State of Texas, whose mailing address is: P. O. Box 1748, Austin, Texas, 78767, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said Travis County, Texas, all of the following real property in Travis County, Texas, to-wit:

That certain tract of land situated in Travis County and being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind itself, its representatives, successors, and assigns to WARRANT AND DEFEND FOREVER, all and singular, the said premises unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof.

EXECUTED this ____ day of _____, 2010.

GRANTOR: Caritina Rebollar

By:_____

ACKNOWLEDGMENT

STATE OF TEXAS

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§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on the ____ day of _____, 2010, by Caritina Rebollar, personally known to me or on the basis of legally sufficient identification for the purposes and consideration stated herein.

Notary Public in and for the
State of Texas

Printed Name of Notary Public
My commission expires: _____

Mailing Address of Grantee:
Travis County, Texas
c/o Transportation and Natural Resources Department
P.O. Box 1748
Austin, TX 78767
attn: Dee Heap

DH:dah
Lava Lane
c:\mydocs.lava.CrtnaGWD.doc

EXHIBIT "C"

SPECIAL PROVISIONS

SURVEY

BUYER agrees to survey a parcel of land owned by SELLER and part of SELLER'S property from which BUYER is acquiring the property referenced in Exhibit "A". Such property that BUYER will survey on behalf of SELLER is a 30' wide easement described as a Right-of-Way Easement according to the map or plat of record in Volume 8615, Page 389 Real Property Records of Travis County.

EXHIBIT "D"

TRAVIS COUNTY
PURCHASE CONTRACT

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

PARCEL # 3 / 3E

THIS CONTRACT OF SALE is made by and between Constantina Gallegos, hereinafter referred to as SELLER, and TRAVIS COUNTY, TEXAS, hereinafter referred to as BUYER, for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

SECTION I - PURCHASE AND SALE

The SELLER hereby agrees to sell and convey to BUYER and BUYER agrees to purchase that interest in real property situated in Travis County, Texas, together with all improvements and fixtures, privileges, and appurtenances pertaining thereto, hereinafter collectively called PROPERTY, described as follows:

All those certain tracts, pieces or parcels of land, lying and being situated in the County of Travis, State of Texas, described in Exhibits "A" and "B" which are attached hereto and incorporated herein as if set out at length, which exhibits will identify the type of interest in real property purchased. If no identification of interest is specifically made, the parties agree the purchase is for fee title. The term GRANTOR in Exhibits "C" and "D" shall reference the SELLER.

SECTION II - CONSIDERATION

C.G. BUYER agrees to buy and SELLER agrees to sell the PROPERTY for Twelve Thousand, Six hundred-thirteen dollars and forty one cents No/100 DOLLARS (\$12,613.41). C.E.

SECTION III - COMMITMENT FOR TITLE INSURANCE

BUYER may obtain a Commitment for Title Insurance (the "Commitment") and legible copies of all recorded instruments affecting the property and recited as exceptions in the Commitment. If BUYER has an objection to items disclosed in such Commitment, SELLER shall cure the same by date of closing. BUYER may waive any item in the Commitment and complete the purchase.

The SELLER shall perform, observe, and comply with all of the covenants, agreements, and conditions required by this agreement prior to or as of the closing.

SECTION IV - REPRESENTATIONS AND WARRANTIES OF SELLER

The SELLER hereby represents and warrants to BUYER now, through closing and surviving closing, the following:

- A. No one resides on or uses any portion of the PROPERTY as lessees, tenants at sufferance, or trespassers;
- B. SELLER is the fee simple owner of the title to the PROPERTY and is duly authorized and empowered to sell said PROPERTY;
- C. SELLER has paid all taxes, charges, debts, and other assessments due by the SELLER with respect to the PROPERTY;
- D. There will be no unrecorded liens, mortgages, loans, Uniform Commercial Code liens, or other encumbrances against any of the PROPERTY which will not be satisfied out of the Sales Price; and
- E. SELLER shall not further encumber, or allow the encumbrance of, the title to the PROPERTY or modify the terms or conditions of any existing encumbrances, if any, without written consent of BUYER.

If any representation above is untrue, SELLER shall remedy the deficiency prior to closing. Should SELLER not remedy the deficiency prior to closing, the SELLER shall be in default.

SECTION V - CLOSING

The parties will finalize the transaction by closing on or before 90 days after the date of this agreement, which date is hereinafter referred to as the Closing Date. This date may be extended upon confirmation by the parties.

- A. At the closing, SELLER shall deliver to BUYER the following:
 - 1. A duly executed and acknowledged General Warranty Deed in a form and substance as the Deed attached as Exhibit "C" and incorporated herein as if set out at length, conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein below and/or approved by BUYER in writing prior to closing; or includes an easement or license, SELLER shall deliver such

appropriate or additional documents as set out in Exhibit "D" to close the transaction.

2. An Owner's Policy of Title Insurance (the "Title Policy"), with premium cost to be paid by the BUYER, issued by Independence Title Company in the full amount of the Sales Price (or appraised value of the PROPERTY if cash is not the consideration), dated as of the closing, insuring BUYER'S contractual interest to the PROPERTY to be good and indefeasible subject only to those title exceptions contained in the standard, printed form allowed by the State Department of Insurance, however;
 - a. the exception as to restrictive covenants shall be endorsed "None of Record," unless waived by BUYER before closing.
 - b. the exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
 3. Evidence of its capacity and authority for the closing of this transaction.
 4. All signed releases, affidavits, and other necessary documents to close this transaction.
 5. Possession of the PROPERTY.
 6. Evidence that all general real estate taxes for the then current year relating to the Property (if purchased in fee) and interest on any existing indebtedness prorated to the day of closing have been paid.
 7. Evidence that all special taxes or assessments to the Closing Date shall be paid by Seller.
- B. The SELLER shall pay all cost of releasing existing loans, liens or other encumbrances, his attorney's fees and all other expenses stipulated to be paid by the SELLER under other provisions of this Contract.
- C. At the closing, BUYER shall perform the following:
1. Pay, by check, the purchase price.
 2. Sign any documents a buyer would normally sign to close a similar transaction.
 3. Pay cost of owner's title policy premium.

SECTION VI - BREACH BY SELLER

In the event that the SELLER shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the property for any reason, except the BUYER'S default, the BUYER may enforce specific performance of this agreement, bring suit for damages against the SELLER, or seek any other remedy provided by law.

SECTION VII - BREACH BY BUYER

In the event that the BUYER should fail to consummate the purchase of the property, leaving the BUYER in default and the SELLER not being in default hereunder, the SELLER shall have the right to bring suit for damages against the BUYER.

SECTION VIII - MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Contract, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators 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.

SECTION IX - MISCELLANEOUS

1. Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.
2. Notice. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

SELLER: Constantina Gallegos
10205 Lava Lane
Austin, TX 78747-2012

BUYER: Travis County, Texas
c/o Executive Manager
Transportation and Natural Resources
P. O. Box 1748
Austin, Texas 78767

COPY TO: The Honorable David Escamilla
(or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
Attn.: Dee Heap
File No.: Lava Lane Parcel #3 / 3E

3. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.
4. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.
5. Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
6. Entire Agreement
 - A. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof and contains all of the covenants and agreements between the parties with respect to said matter.
 - B. No modification concerning this instrument shall be of any force or effect, excepting a subsequent modification in writing signed by the party to be charged. No official, representative, agent, or employee of Travis County, Texas, has any authority to modify this Contract except pursuant to express authority to do so granted by the Commissioners Court of Travis County, Texas.
7. Time of Essence. Time is of the essence of this Contract.

8. Gender. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa, unless the Contract requires otherwise.

IN WITNESS WHEREOF, the Parties hereunto, acting by and through their duly authorized officers or on their own behalf have caused this Contract to be signed on the day and year below written. The later day and year below written will be the effective date upon which all duties under this Contract shall begin.

Date: 6/25/10

SELLER: Constantina Gallegos

By: Constantina Gallegos

BUYER: TRAVIS COUNTY, TEXAS

Date: _____

By: _____

Samuel T. Biscoe
Travis County Judge

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Exhibit "A"

Parcel 3

**LEGAL DESCRIPTION
OF A 0.60 OF AN ACRE TRACT,
OUT OF THE SANTIAGO
DEL VALLE GRANT,
TRAVIS COUNTY, TEXAS**

Being a 0.60 of an acre, more or less, tract or parcel of land, being a portion of that certain tract of land called 4.580 acres, as described in a deed to Constantina Gallegos, as recorded in Document Number 2003029766 of the Official Public Records of Travis County, Texas, being also a portion of the said Estate of Alfred Overton, as recorded in Volume 3, Page 58, of the Plat Records of Travis County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with an aluminum cap marked Travis County set (Texas State Plane Coordinates N 10018918.24, E 3119188.34) on the north line of that certain tract of land called 0.86 of an acre, as described in a deed to Constantina Gallegos, recorded in Volume 11238, Page 1062 of the Real Property Records of Travis County, Texas, marking the southwest corner of that certain tract of land called 1.068 acres, as described in a deed to Timothy D. Escobedo, recorded in Document Number 2003029766 for the Official Public Records of Travis County, Texas, marking the southeast corner of the said 4.580 acre tract and the southeast corner of a 1.481 acre non-exclusive easement, as described as Tract 2 in Document Number 2003054456 of the Official Public Records of Travis County, Texas, for the southeast corner hereof;

THENCE, with the south line of the said 4.580 acre tract, and the south line of the said easement, the following two (2) calls:

N 62° 59' 47" W, 124.82 feet to an aluminum cap marked Travis County set, marking the northwest corner of the said 0.86 of an acre tract, also marking the northeast corner of that certain tract of land called 3.1404 acres, as described in a deed to Caratina Rebollar, as recorded in Volume 8615, Page 389, of the Deed Records of Travis County, Texas, also marking the northeast corner of a 30 foot right-of-way easement, recorded in Document Number 8615, Page 389, of the Deed Records of Travis County, Texas;

With the north line of the said 3.1404 acre tract, N 62° 31' 29" W, at 30.01 feet, pass the northwest corner of the said right-of-way easement, for a total distance of 307.30 feet to a 1/2" iron rod found marking the southeast corner of that certain tract of land called Tract 1, 6.717 acres, as described in a deed to Joel G. Rebollar and wife, Leticia Rebollar, recorded in Document Number 2003020580 of the Official Public Records of Travis County, Texas, also marking the southwest corner of the said easement and the southwest corner of the said 4.580 acre tract, for the southwest corner hereof;

THENCE, with the east line of the said 6.717 acre tract, and the west line of the said 4.580 acre tract, N 27° 37' 09" E, 60.00 feet to a 5/8" iron rod with an aluminum cap marked Travis County set on the approximate north line of the said easement, for the northwest corner hereof;

THENCE, across the said 4.580 acre tract, with the approximate north line of the said easement, S 62° 39' 45" E, 433.51 feet to a 5/8" iron rod with an aluminum cap marked Travis County set on the common west line of the said 1.068 acre tract and the east line of the said 4.580 acre tract, being at the approximate northeast corner of the said easement, for the northeast corner hereof;

THENCE, with the common west line of the said 1.068 acre tract and the east line of the said 4.580 acre tract, S 28° 56' 59" W, 60.03 feet to the POINT OF BEGINNING and containing 26,129 square feet of land, more or less.

This description is accompanied by a sketch of even date.

Bearing basis is based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

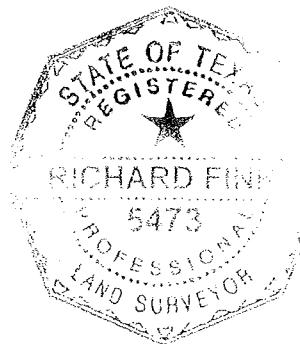
I hereby certify that this description and accompanying sketch represents an on the ground survey made under my supervision, in the month of July, 2009, and is true and correct to the best of my knowledge and belief.



Richard Fink

5-20-2010

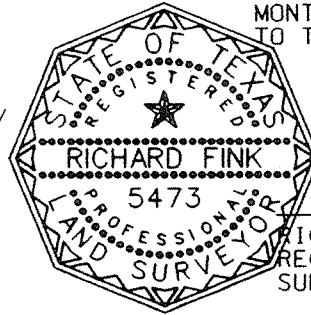
R.P.L.S. No. 5473



I, THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ON THE GROUND SURVEY DONE UNDER MY SUPERVISION IN THE MONTH OF JULY, 2009, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LEGEND

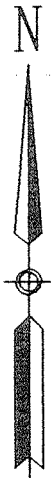
- FOUND IRON ROD WITH CAP
- SET 5/8" IRON ROD WITH ALUMINUM CAP
- RPRCT REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- OPRCT OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- DRCT DEED RECORDS TRAVIS COUNTY, TEXAS
- X— WIRE FENCE
- CHAIN LINK FENCE



RICHARD FINK
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5473

5-12-2010

JOEL G. REBOLLAR AND
WIFE, LETICIA REBOLLAR
TRACT 1, 6.717 ACRES
DOC. NO. 2003020580
OPRCT



SCALE IN FEET

FILE: Q:\Project\Survey\Lava Lane\parcel 2.dgn
DATE: 17-Mar-10 09:40



TRAVIS COUNTY, TEXAS
TRANSPORTATION and NATURAL
RESOURCES DEPARTMENT

SKETCH TO ACCOMPANY FIELD NOTES
OF A 0.60 ACRE PARCEL FOR RIGHT-OF-
WAY PURPOSES, SITUATED IN THE
SANTIAGO DEL VALLE GRANT,
TRAVIS COUNTY, TEXAS

NOTES:

BEARING BASIS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES SHOWN ARE SURFACE DISTANCES, WITH A COMBINED GRID SCALE FACTOR OF 0.99996695.

A FIELD NOTE DESCRIPTION ACCOMPANIES THIS PLAT.

SANTIAGO DEL VALLE GRANT

CONSTANTINA GALLEGOS
4.580 ACRES
DOC. NO. 2003029766
DRCT

PARCEL 3
0.60 AC
26129 SQ FT

CARITINA REBOLLAR
3.1404 ACRES
8615/389
DRCT

30 FOOT RIGHT-OF-WAY
EASEMENT
8615/389
DRCT

CONSTANTINA GALLEGOS
0.86 ACRES
11238/1062
RPRCT

TIMOTHY D. ESCOBEDO
1.068 ACRES
DOC. NO. 2003029766
OPRCT

P.O.B.

N=10018918.24
E=3119188.34

Exhibit "B"

Parcel 3E

**LEGAL DESCRIPTION
OF A 1336 SQUARE FOOT DRAINAGE
EASEMENT, OUT OF THE SANTIAGO
DEL VALLE GRANT,
TRAVIS COUNTY, TEXAS**

Being a 1336 square foot, more or less, tract or parcel of land, being a portion of that certain tract of land called 0.86 of an acre, as described in a deed to Constantina Gallegos, as recorded in Volume 11238, Page 1062, of the Real Property Records of Travis County, Texas, said called 0.86 of an acre tract being a portion of the subdivision of the Estate of Alfred Overton, as recorded in Volume 3, Page 58, of the Plat Records of Travis County, Texas, and being more particularly described as follows:

BEGINNING at a calculated point (Texas State Plane Coordinates N 10018898.73, E 3119035.40) on the west line of the said 0.86 of an acre Gallegos tract, being on the east line or that certain tract of land called 3.1404 acres, as described in a deed to Caritina Rebollar, recorded in volume 8615, Page 389 of the Deed Records of Travis County, Texas for the northwest or most northerly corner hereof. From said beginning point, a 5/8" iron rod with an aluminum cap marked Travis County set on the south line of that certain tract of land called 4.580 acres, as described in a deed to Constantina Gallegos, recorded in Document Number 2003029766 of the Official Public Records of Travis County, Texas, marking the northwest corner of the said 0.86 of an acre Gallegos tract, and the northeast corner of the said Rebollar tract, bears N 28° 42' 37" E, 86.87 feet;

THENCE, across the said 0.86 of an acre Gallegos tract, the following three (3) calls:

S 34° 24' 48" E, 41.31 feet to a calculated point, for the northeast or most easterly corner hereof;

S 55° 35' 12" W, 40.00 feet to a calculated point for the southeast or most southerly corner hereof;

N 61° 17' 23" W, 18.77 feet to a calculated point on the said common west line of the said 0.86 of an acre Gallegos tract and the east line of the said Rebollar tract, for the southwest or most westerly corner hereof;

THENCE, with the common east line of the said Rebollar tract and the west line of the said 0.86 of an acre Gallegos tract, N 28° 42' 37" E, 54.35 feet to the POINT OF BEGINNING and containing 1336 square feet of land, more or less.

This tract is for an easement, no monuments have been set.

This description is accompanied by a sketch of even date.

Bearing basis is based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

I hereby certify that this description and accompanying sketch represents an on the ground survey made under my supervision, in the month of July, 2009, and is true and correct to the best of my knowledge and belief.



Richard Fink

5-12-2010

R.P.L.S. No. 5473



SANTIAGO DEL VALLE GRANT

CONSTANTINA GALLEGOS
4.580 ACRES
DOC. NO. 2003029766
OPRTCT

PARCEL 1
0.537 AC
23390 SQ FT

TRUSTE OF ALFRED OLIVERA
2008 OPRTCT

CARITINA REBOLLAR
3.1404 ACRES
8615/389
DRTCT

P.O.B.

N=10018898.73
E=3119035.40

LEGEND

- △ CALCULATED POINT
- SET 5/8" IRON ROD WITH ALUMINUM CAP
- RPRCT REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- OPRTCT OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- DRTCT DEED RECORDS TRAVIS COUNTY, TEXAS
- X— WIRE FENCE
- CHAIN LINK FENCE

PARCEL 3E
DRAINAGE
EASEMENT
1336 SQ FT

CONSTANTINA GALLEGOS
0.86 ACRES
11238/1062
RPRCT

30 FOOT RIGHT-OF-WAY
EASEMENT
8615/389
DRTCT

20 10 0 20 40

SCALE IN FEET



I, THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ON THE GROUND SURVEY DONE UNDER MY SUPERVISION IN THE MONTH OF JULY, 2009, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Richard Fink

5-12-2010

RICHARD FINK
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5473

ORIGINAL SIGNATURE IN BLUE INK

FILE: Q:\Project\Survey\Lava Lane\parcel 4.dgn
DATE: 17-Mar-10 09:42

NOTES:

THIS SURVEY WAS COMPLETED WITHOUT A TITLE COMMITMENT. THERE MAY BE EASEMENTS, RESTRICTION, COVENANTS, OR OTHER ENCUMBRANCES AFFECTING THIS TRACT THAT ARE NOT SHOWN.

BEARING BASIS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES SHOWN ARE SURFACE DISTANCES, WITH A COMBINED GRID SCALE FACTOR OF 0.99996695.

THIS TRACT IS FOR AN EASEMENT, NO MONUMENTS HAVE BEEN SET.
A FIELD NOTE DESCRIPTION ACCOMPANIES THIS SKETCH.



TRAVIS COUNTY, TEXAS
TRANSPORTATION and NATURAL
RESOURCES DEPARTMENT

SKETCH TO ACCOMPANY FIELD NOTES
OF A 1336 SQUARE FOOT PARCEL FOR
DRAINAGE PURPOSES, SITUATED IN THE
SANTIAGO DEL VALLE GRANT,
TRAVIS COUNTY, TEXAS

EXHIBIT "C"

GENERAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

That Constantina Gallegos, of the County of Travis, State of Texas, hereinafter referred to as GRANTOR, whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by Travis County, a political subdivision of the State of Texas, whose mailing address is: P. O. Box 1748, Austin, Texas, 78767, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said Travis County, Texas, all of the following real property in Travis County, Texas, to-wit:

That certain tract of land situated in Travis County and being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind itself, its representatives, successors, and assigns to WARRANT AND DEFEND FOREVER, all and singular, the said premises unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof.

EXECUTED this ____ day of _____, 2010.

GRANTOR: Constantina Gallegos

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on the ____ day of _____, 2010, by Constantina Gallegos, personally known to me or on the basis of legally sufficient identification for the purposes and consideration stated herein.

Notary Public in and for the
State of Texas

Printed Name of Notary Public
My commission expires: _____

Mailing Address of Grantee:
Travis County, Texas
c/o Transportation and Natural Resources Department
P.O. Box 1748
Austin, TX 78767
attn: Dee Heap
DH:dah
Lava Lane
c:\mydocs.anernsnml\GenWarnty.doc

EXHIBIT "D"

DRAINAGE EASEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

That Constantina Gallegos, of the County of Travis and State of Texas, hereinafter referred to as GRANTOR, whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to GRANTOR in hand paid by Travis County, a political subdivision of the State of Texas, who's mailing address is P. O. Box 1748, Austin, Texas 78767, hereinafter referred to as GRANTEE, the receipt and sufficiency of which is hereby acknowledged and confessed and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the said Travis County, an easement for the construction and maintenance of a storm water drainage way to consist of an open drainage ditch or an enclosed storm sewer for that certain project entitled Lava Lane Road Improvement Project in, under, upon, and across the following described property, to-wit:

That certain tract of land situated in Travis County and being more particularly described by metes and bounds in Exhibit "A" which is attached hereto and made a part hereof.

GRANTOR further covenants and agrees to use his property only in those ways consistent with the drainage easement herein granted and agrees to do nothing which would impair, damage, or destroy said drainage easement, and it is further understood and agreed that the covenants and agreements set forth above shall be considered covenants running with the land, fully binding upon GRANTOR and his successors and assigns.

In addition to the easement, rights and privileges herein conveyed, GRANTEE shall have the right to use so much of the surface of the property of GRANTOR as may be reasonably necessary to construct and install within the easement granted hereby the facilities contemplated by this grant.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind himself, his heirs, executors, and administrators to WARRANT AND DEFEND FOREVER all and singular the said easement unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this ____ day of _____, 2010.

By: _____
Constantina Gallegos

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TEXAS §

This instrument was acknowledged before me on the ____ day of _____, 2010, by Constantina Gallegos, personally known to me or on the basis of legally sufficient identification for the purposes and consideration stated herein.

Notary Public in and for the
State of Texas

Printed Name of Notary Public
My commission expires: _____

After Recording, Please Return To:
Travis County, Texas
c/o Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767
attn: Dee Heap

DH:dh
Lava Lane Road Project

EXHIBIT "E"

DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

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

P. O. BOX 1748
AUSTIN, TEXAS 78767

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



LAND USE DIVISION

TOM NUCKOLS, DIRECTOR*

JULIE JOE

CHRISTOPHER GILMORE*†

*Board Certified
Commercial Real Estate Law
Texas Board of Legal Specialization
†Board Certified
Farm & Ranch Real Estate Law
Texas Board of Legal Specialization

July 15, 2010

Ms. Christy Moffett
Senior Planner
CDBG Program
Travis County HHS/VS
P.O. Box 1748
Austin, Texas 78767

Re: Proposed Purchase by Travis County ("County") of a 0.951 acre
Parcel of Land with CDBG Funds – Lava Lane & Determination of a
Conflict of Interest

Dear Ms. Moffett:

Pursuant to our conversation, set out below is a discussion of the CDBG Regulation on conflict of interest and the County's proposed purchase of a 0.951 acre parcel of land from Joel Rebollar, an employee of Travis County, and his wife, Leticia Rebollar. It is my understanding that the tract will be purchased with Community Development Block Grants (CDBG) funds.

The conflict of interest provisions of the CDBG Regulations are set out in 24 CFR 570.611. This regulation provides:

Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-

EXHIBIT "E"

assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

A copy of this conflict of interest regulation is attached to this letter.

Mr. Joel Rebollar is employed by Travis County as a mechanic with the Road and Bridge Design Division. Mr. Rebollar and his wife, Leticia Rebollar, own real property of which a 0.951 acre parcel is needed by Travis County to build a roadway. Public disclosure of the conflict of interest between the Rebollars and Travis County will be included in the backup to the Commissioners Court agenda prior to the purchase of the real property.

I have been informed that neither Joel nor Leticia Rebollar has had anything to do with the selection of the parcel and will have nothing to do with any aspect of the project. The County's purchase procedures and price determination for the purchase from the Rebollars are no different than for purchases from other parties.

While the Rebollars have participated in the citizen engagement processes available to any citizen in the county by attending CDBG public hearings, they do not exercise and have not exercised any functions or responsibilities with respect to CDGB activities, outside those of the general public, and are not in a position to participate in a decision-making process or gain inside information with regard to such activities. Based on those understandings, it is my opinion that the proposed purchase of a 0.951 acre parcel of land from the Rebollars is not a conflict under 24 CFR 570.611.

Sincerely,

Christopher C. Gilmore
Assistant County Attorney

CCG/rmb

cc: Greg Chico

EXHIBIT "F"



U.S. Department of Housing and Urban Development
San Antonio Field Office, Region VI
Office of Community Planning and Development
One Alamo Center
106 South St. Mary's Street, Suite 405
San Antonio, Texas 78205-3601
Phone (210) 475-6820 Fax: (210) 472-6825
www.hud.gov www.cspanol.hud.gov

AUG 03 2010

Ms. Christy Moffett
CDBG Administrator
P.O. Box 1748
Austin, Texas 78767

Dear Ms. ~~Moffett~~: *Christy*

SUBJECT: Conflict of Interest Determination for CDBG Funded Project: Lava Lane

We reviewed the County's Conflict of Interest determination dated July 15, 2010, regarding the proposed purchase of a 0.951 acre parcel of land with CDBG Funds. The legal opinion by Christopher C. Gilmore, Assistant County Attorney, determined that based on his understanding of the facts, it was his opinion that this proposed purchased was not a conflict under 24 CFR 570.611.

In accordance with 24 CFR 570.611(d) upon written request of the recipient, HUD may grant an exception to prohibited conflicts on a case by case basis. Due to the fact that Mr. Gilmore determined that a conflict of interest did not exist a request for an exception to the provisions is not warranted and therefore no further action is required by HUD.

If there are any questions regarding our review, please contact David Rios, Community Planning and Development Representative, at (210) 475-6800, ext 2314.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard L. Lopez", is written over a horizontal line.

Richard L. Lopez
Acting CPD Director

Gregory Chico - Re: Lava Lane

From: Christy Moffett
To: Gregory Chico
Date: 8/3/2010 2:38 PM
Subject: Re: Lava Lane
CC: Christopher Gilmore; Dee Heap; Lee Turner; Steven Manilla
Attachments: Conflict of Interest - Lava Lane_2_HUD response.PDF

Great news! Please see the attached draft and proceed with the putting it on the Court's agenda. HUD replied that with Chris' legal opinion, we are good to go. Their counsel reviewed the letter and HUD will defer to the County's legal opinion. I will forward a copy of the official letter when I receive it.

Greg or Dee - when you get a chance, can you forward me a copy of the document you will have each seller sign documenting no displacement occurred and the sell was voluntary?

Thanks,
Christy

Christy Copeland Moffett, LMSW
CDBG Senior Planner
Travis County HHS/VS
Executive Manager's Office

P 512.854.3460
F 512.854.4115
www.co.travis.tx.us/cdbg

>>> Gregory Chico 8/3/2010 2:29 PM >>>
Thanks.

>>> Christy Moffett 8/3/2010 12:56 PM >>>
Hi,

I have a call into HUD to get an ETA on a response. I will let you know as soon I hear back from them.

Thanks,
Christy

Christy Copeland Moffett, LMSW
CDBG Senior Planner

Travis County HHS/VS
Executive Manager's Office

P 512.854.3460

F 512.854.4115

www.co.travis.tx.us/cdbg

23

Travis County Commissioners Court Agenda Request

Voting Session 08/17/10
(Date)

Work Session _____
(Date)

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

B. Requested Text:

A. Consider and take appropriate action on a request for reduction of fees for Montebella Subdivision a revised plat of Lots 1-9 Block AAA, Lots 1-12 Block BBB, Lots 3-17 Block CCC Lots 6, 13-48 Block DDD Lots 1-35 Block EEE and Lots 3-12, 15-24 Block FFF Hill Top Manor Subdivision.

B. Consider and Take Appropriate Action on approval of a plat for recording in Precinct 3: Montebella Subdivision Subdivision (Short form plat – 128 Lots – 44.60 acres – Longhorn Skyview off Hamilton Pool Road – No fiscal required with Travis County – Sewage service to be provided by On-Site Septic – Travis County No ETJ).

C. Approved by:

Karen Huber
Commissioner Karen Huber, Precinct 3

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

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

Anna Bowlin: 854-7561
Joe Arriaga: 854-7562

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)

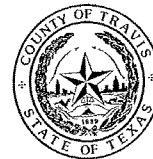
____ Bid, Purchase Contract, Request for Proposal, Procurement

10 AUG 11 AM 8:50
RECEIVED
COUNTY JUDGE'S OFFICE

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

July 28, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Manager 

SUBJECT: Montebella Subdivision Final Plat and Reduced Fee Request, Precinct 3

PROPOSED MOTION:

A. Consider and take appropriate action on a request for reduction of fees for Montebella Subdivision a revised plat of Lots 1-9 Block AAA, Lots 1-12 Block BBB, Lots 3-17 Block CCC Lots 6, 13-48 Block DDD Lots 1-35 Block EEE and Lots 3-12, 15-24 Block FFF Hill Top Manor Subdivision.

B. Consider and Take Appropriate Action on approval of a plat for recording in Precinct 3: Montebella Subdivision Subdivision (Short form plat – 128 Lots – 44.60 acres – Longhorn Skyview off Hamilton Pool Road – No fiscal required with Travis County – Sewage service to be provided by On-Site Septic – Travis County No ETJ).

SUMMARY AND STAFF RECOMMENDATION:

The owners of these 128 lots out of the original 170 lot plat Hill Top Manor (Vol. 62 Page 84) have found the survey instruments of 1972 and technology of the time has shown the survey calls on the original plat to be less than accurate and are requesting a reduction in fees. The applicant notes the current fee structure of a per lot charge would have required a fee of \$46,080.00 which they feel seems out of proportion with the scope of correcting survey calls and have proposed a flat fee of \$3000.00 and will pay any additional recording fees. The proposed revised plat keeps the same number of lots, but many of the boundary distances and numerous bearings and curve data have been corrected with an on the ground, modern survey. This will enable a clean future sale of the lots, corrected boundaries for County. Right of Way and the addition of numerous survey monuments to eliminate future uncertainty. The owner of subject lots in this subdivision wishes to revise the interior lots lines, correct property pins and markers, correct bearing and distances of lots in this subdivision.

Parkland fees are not applicable because there are no new lots being created and no new linear feet of roadway being proposed. All the streets in the proposed subdivision have been accepted by Travis County.

TNR staff supports approval of the fee reduction, in addition the revised plat meets all Travis County subdivision standards and barring any new information TNR staff recommends approval of the plat.

ISSUES:

Staff has not received any calls from anyone on this revised plat.

BUDGETARY AND FISCAL IMPACT:

None.

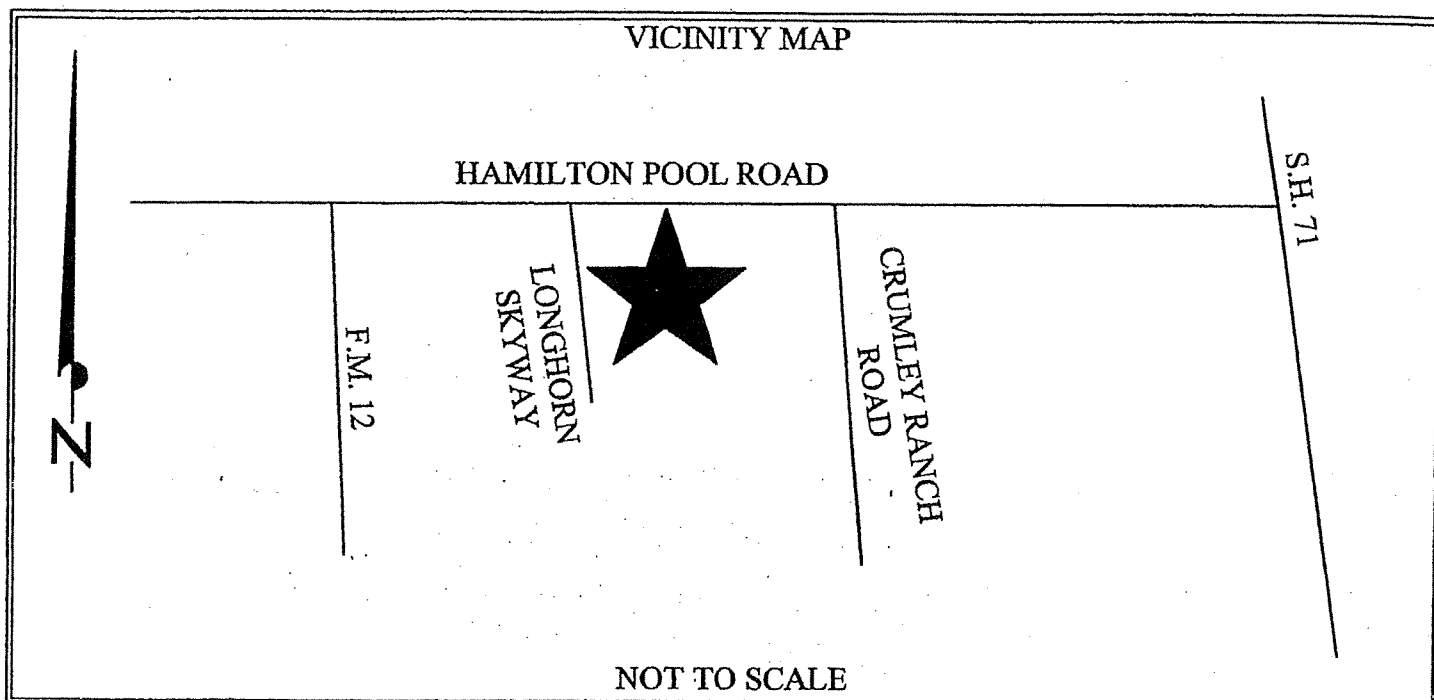
REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map, Plat

AMB: JLA/0410





1" = 100'

JUAN RODRIGUEZ SURVEY NO. 42
ABSTRACT NO. 658
TRAVIS COUNTY, TEXAS
FEBRUARY 2010

C143	6°41'04"	600.00'	70.00'	S31°00'49"W	69.96'
C143	6°41'04"	600.00'	70.00'	S37°41'53"W	69.96'
C144	6°41'04"	600.00'	70.00'	S44°22'58"W	69.96'
C145	6°45'43"	600.00'	70.81'	S36°50'48"E	70.77'
C146	6°45'43"	600.00'	70.81'	S43°36'31"E	70.77'

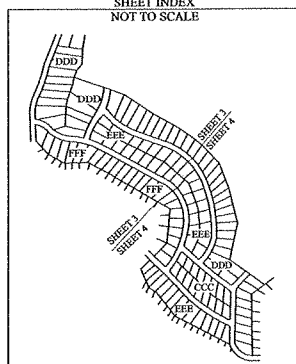
98.71 ACRES
DRIFTWOOD LAND COMPANY
DOC. 200717589
O.P.R.T.C.TX

98.71 ACRES
DRIFTWOOD LAND COMPANY
DOC. 200717589
O.P.R.T.C.TX

TWIN LAKE HILLS
BK. 50, PG. 84
P.R.T.C.TX

TWIN LAKE HILLS
BK. 50, PG. 84
P.R.T.C.TX

SHEET INDEX
NOT TO SCALE



LEGEND

- 1/2 INCH IRON ROD WITH PLASTIC "DELTA SURVEY" CAP SET
- 1/2 INCH IRON ROD FOUND
- OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- PLAT RECORDS, TRAVIS COUNTY, TEXAS

NOTES

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/HARN

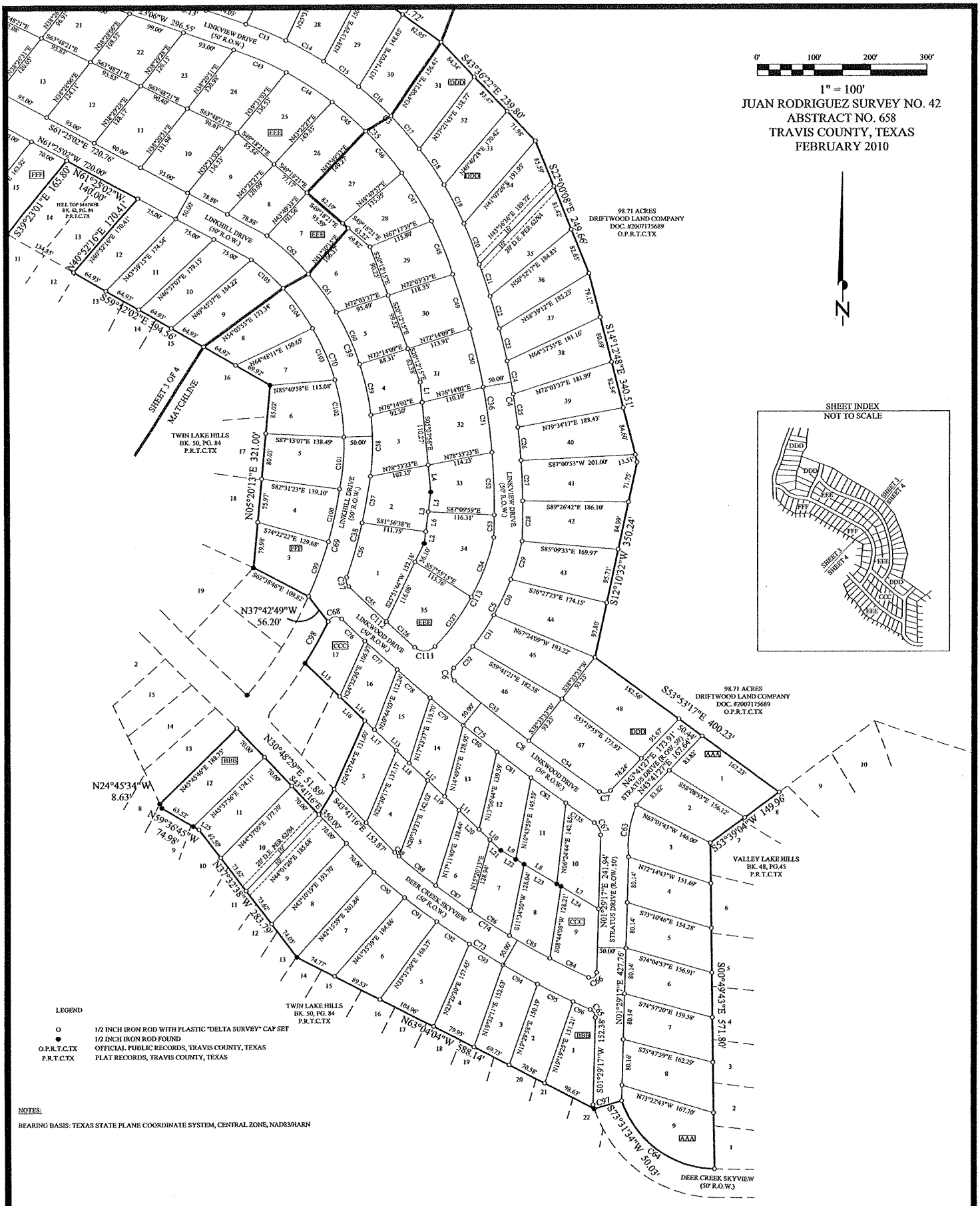
Delta Survey Group Inc.

8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230

MONTEBELLA SUBDIVISION

A REVISED PLAT OF LOTS 1-9 BLOCK AAA, LOTS 1-12 BLOCK BBB, LOTS 3-17 BLOCK CCC, LOTS 6 AND 13-48 BLOCK DDD, LOTS 1-35
BLOCK EEE AND LOTS 3-12 AND 15-24 BLOCK FFF OF HILL TOP MANOR SUBDIVISION

SHEET
3
OF
4

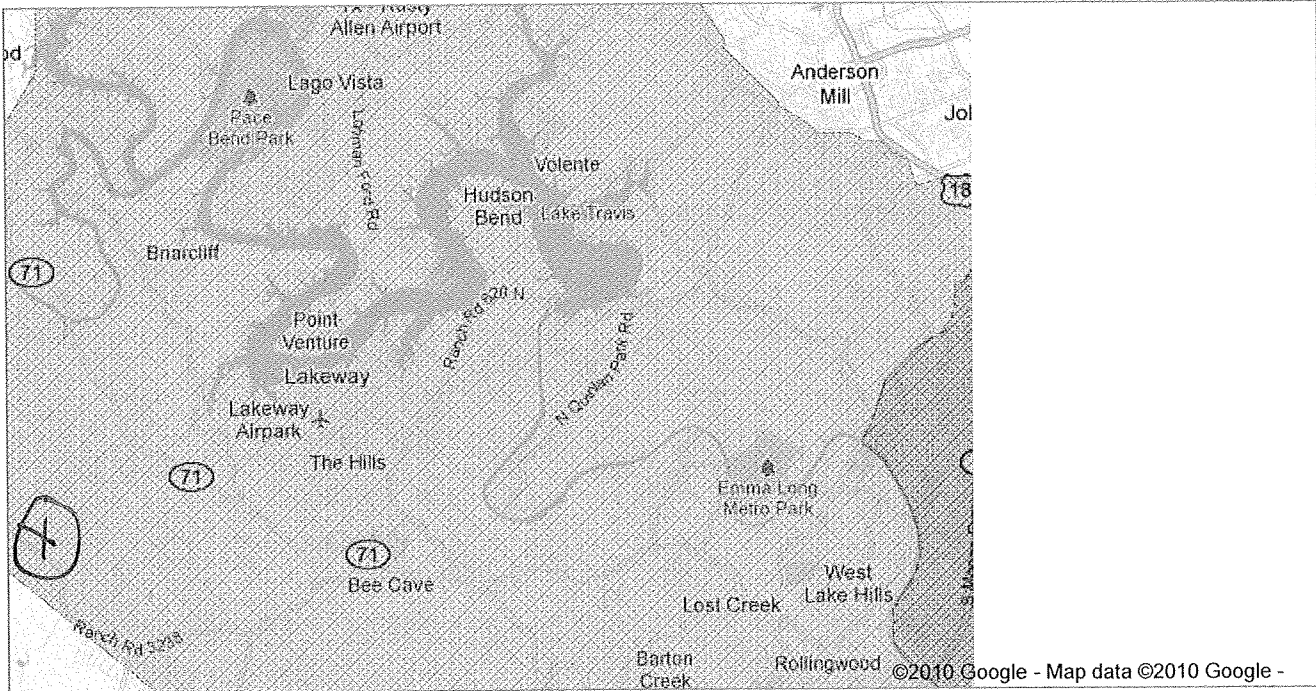


Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.

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[RSS](#) [Edit](#) [Print](#) [Send](#) [Link](#)



Travis County Commissioners Precincts

8,267 views - Public

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By Travis County GIS

★★★★★ 1 ratings - 1 comments

- ☐ Precinct 1 Ron Davis
http://www.co.travis.tx.us/commissioners_court/precinct1.asp
- ☐ Precinct 2 Sarah Eckhardt
http://www.co.travis.tx.us/commissioners_court/precinct2.asp
- ☒ Precinct 3 Karen Huber
http://www.co.travis.tx.us/commissioners_court/precinct3.asp
- ☐ Precinct 4 Margaret Gomez
http://www.co.travis.tx.us/commissioners_court/precinct4.asp

24

Travis County Commissioners Court Agenda Request

Voting Session 8/17/10
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on approval of a plat for recording in Precinct 3: Sweetwater, Pedernales Summit Parkway, Section One (Final Plat – Right-of-Way Only - No Lots – 6.817 acres – State Highway 71 – Fiscal has been posted with Travis County – No utilities are required – Travis County No ETJ).

B. Approved by:

Karen Huber
Commissioner Karen Huber, Precinct 3

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

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

Joe Arriaga: 854-7562 Dennis Wilson: 854-4217
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 AUG 11 AM 8:51

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

BACK UP MEMORANDUM

July 23, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services 

SUBJECT: Sweetwater, Pedernales Summit Parkway, Section One

PROPOSED MOTION:

Consider and take appropriate action on approval of a plat for recording in Precinct 3: Sweetwater, Pedernales Summit Parkway, Section One (Final Plat – Right-of-Way Only - No Lots – 6.817 acres – State Highway 71 – Fiscal has been posted with Travis County – No utilities are required – Travis County No ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This final plat consists of right-of-way for Pedernales Summit Parkway subdivision on 6.817 acres. Approximately 4,200 linear feet of new public streets are now built for the Sweetwater residential development with this subdivision. Parkland is not required with this final plat at this time because there are no residential units being planned with this subdivision. Parkland will be required when the developer plats the residential parts of the development. This plat is not subject to Interim Rules because it was filed and approved prior to the effective date of the rules.

The applicant was approved for alternative fiscal on 8/8/06. The developer is wishing to come out of alternative fiscal and has posted all the required fiscal to record the plat.

As this final plat application meets all Travis County standards and barring any new information, TNR staff recommends approval of the plat.

ISSUES AND OPPORTUNITIES:

The staff has not received any inquiries from anyone regarding this subdivision.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

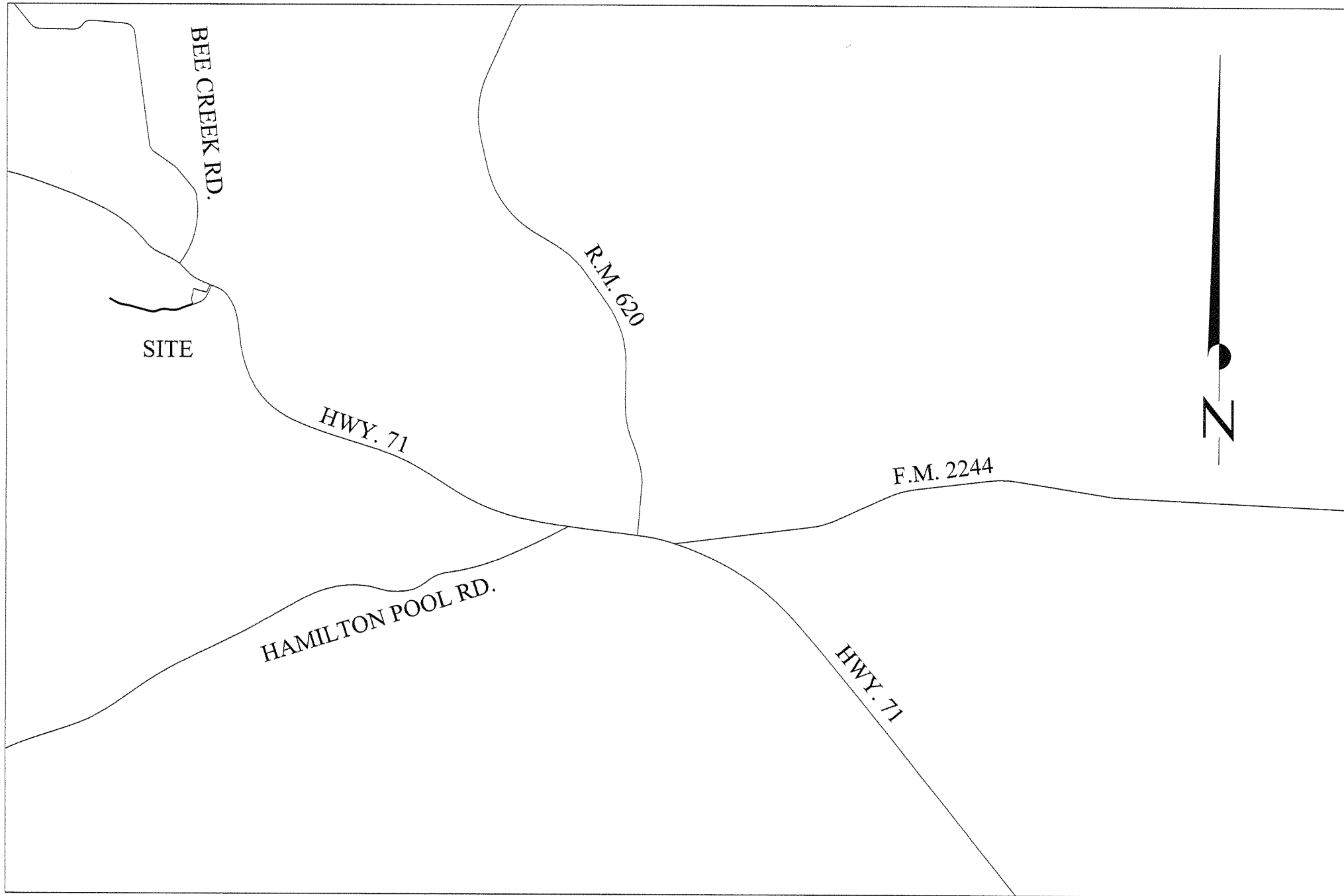
Location Map

Proposed Plat

Precinct Map

AMB: jla

0710



SWEETWATER SECTION ONE PEDERNALES SUMMIT PARKWAY



GRAPHIC SCALE

1" = 100'

TRAVIS COUNTY, TEXAS
AUGUST 2005WASTEWATER ESMT.
DOC. NO. 2008060446
O.P.R.T.C.T.X.

LEGEND

- 1/2" IRON ROD SET WITH "DELTA SURVEY" CAP
- TxDOT TYPE I MONUMENT
- CONCRETE MONUMENT SET
- R.O.W. RIGHT OF WAY
- O.P.R.T.C.T.X. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- SIDEWALK

S60°02'19"E 431.78'
PEDERNALES SUMMIT PARKWAY
N60°02'19"W 431.78'

D=21°51'57"
R=970.00'
L=370.18'
BRG=N70°58'17"W
CHORD=367.94'

D=21°51'57"
R=900.00'
L=343.47'
BRG=S70°58'17"E
CHORD=341.39'

S81°54'15"E
116.17'
N81°54'15"W
116.17'

D=08°48'38"
R=900.00'
L=138.40'
BRG=N77°29'56"W
CHORD=138.26'

1581.061 ACRE TRACT (REMAINDER)
SWEETWATER AUSTIN PROPERTIES, LLC.
DOC. NO. 2007015155
O.P.R.T.C.T.X.

CURVE	RADIUS	ARC	DELTA ANGLE	BEARING	CHORD
C1	450.00'	102.12'	13°00'00"	S50°12'33"W	101.99'
C2	635.00'	77.16'	6°57'44"	S76°34'29"E	77.11'

L9	S21°19'00"W	259.99'
L10	S73°05'37"E	204.66'
L11	N1°5'54'23"E	20.00'
L12	N37°09'08"E	138.15'
L13	N46°35'12"E	160.22'
L14	N16°05'51"W	301.75'
L15	N39°28'21"W	65.33'
L16	N01°49'54"W	125.91'
L17	S73°05'37"E	161.11'
L18	S05°44'42"E	407.89'
L19	S84°15'13"W	147.36'

D=08°48'38"
R=970.00'
L=149.16'
BRG=S77°29'56"E
CHORD=149.01'

1581.061 ACRE TRACT (REMAINDER)
SWEETWATER AUSTIN PROPERTIES, LLC.
DOC. NO. 2007015155
O.P.R.T.C.T.X.

C.J. STROTHER SURVEY NO. 606
SAM WILLY SURVEY NO. 517

S73°05'37"E 1014.61'
PEDERNALES SUMMIT PARKWAY
N73°05'37"W 1014.61'

DRAINAGE,
WATER QUALITY
& WASTEWATER
ESMT.
2.89 Ac.
DOC #

Delta Survey Group Inc.

8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230

LAND USE TABLE

RIGHT OF WAY	6.817 Ac.
BLOCKS	0
TOTAL ACREAGE	6.817 Ac.

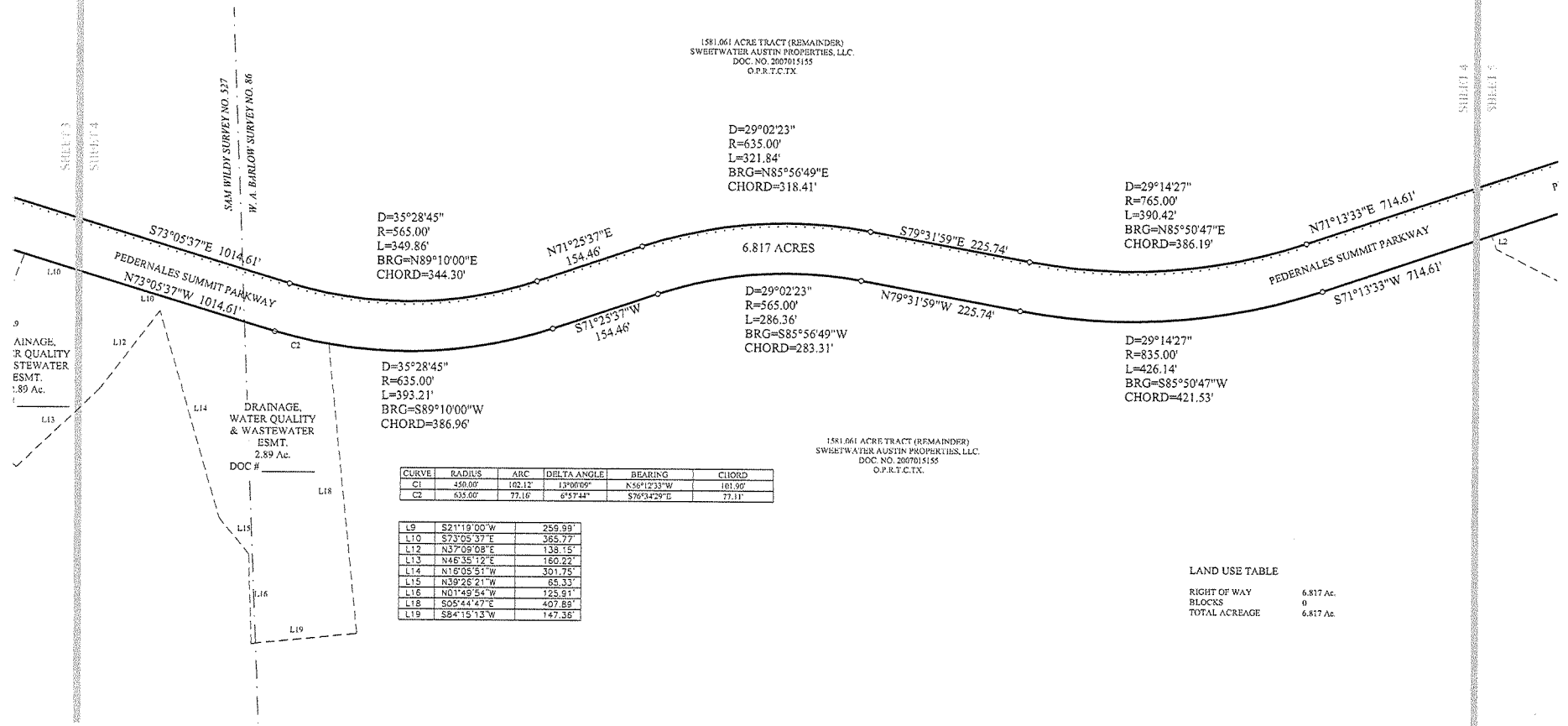
SHEET
3
OF
5

SWEETWATER SECTION ONE PEDERNALES SUMMIT PARKWAY



GRAPHIC SCALE
1" = 100'

TRAVIS COUNTY, TEXAS
AUGUST 2005



SWEETWATER SECTION ONE PEDERNALES SUMMIT PARKWAY



GRAPHIC SCALE

1" = 100'

TRAVIS COUNTY, TEXAS
AUGUST 20051581.061 ACRE TRACT (REMAINDER)
SWEETWATER AUSTIN PROPERTIES, LLC.
DOC. NO. 2007015155
O.P.R.T.C.T.X.W. A. BARLOW
SURVEY NO. 86SWEETWATER SECTION 1, VILLAGE A
DOC. NO. 200600162
O.P.R.T.C.T.X.1581.061 ACRE TRACT (REMAINDER)
SWEETWATER AUSTIN PROPERTIES, LLC.
DOC. NO. 2007015155
O.P.R.T.C.T.X.

LINE	BEARING	DISTANCE
L1	N53°12'22"W	192.22'
L2	N18°46'22"W	20.05'
L3	N71°13'33"E	254.59'
L4	S44°58'40"E	24.38'
L5	S04°33'09"E	67.99'
L6	S07°22'22"W	23.68'
L7	S20°51'39"W	43.75'
L8	S61°09'41"W	78.85'

L3 DRAINAGE,
WATER QUALITY
& WASTEWATER
ESMT.
0.66 Ac.
L4 DOC #

8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230D=18°46'52"
R=5629.58'
L=1845.32'
BRG=S60°47'23"
E CHORD=1837.07'STATE HWY. NO. 71
(200' R.O.W.)S24°45'45"W
26.17'S10°28'21"W
70.57'DELTA=05°42'38"
R=500.00'
L=29.90'
BRG=S27°57'04"W
CHORD=29.89'DELTA=05°42'38"
R=500.00'
L=29.90'
BRG=S27°57'04"W
CHORD=29.89'20' W/ ESMT.
DOC. 200617739
O.P.R.T.C.T.X.D=14°00'23"
R=5629.58'
L=1376.19'
BRG=S58°24'08"E
CHORD=1372.77'D=07°53'21"
R=505.00'
L=60.55' BRG=S28°42'26"W
CHORD=69.48'D=38°34'27"
R=635.00'
L=127.51' BRG=S51°56'20"W
CHORD=419.48'

LAND USE TABLE

RIGHT OF WAY	6.817 Ac.
BLOCKS	0
TOTAL ACREAGE	6.817 Ac.

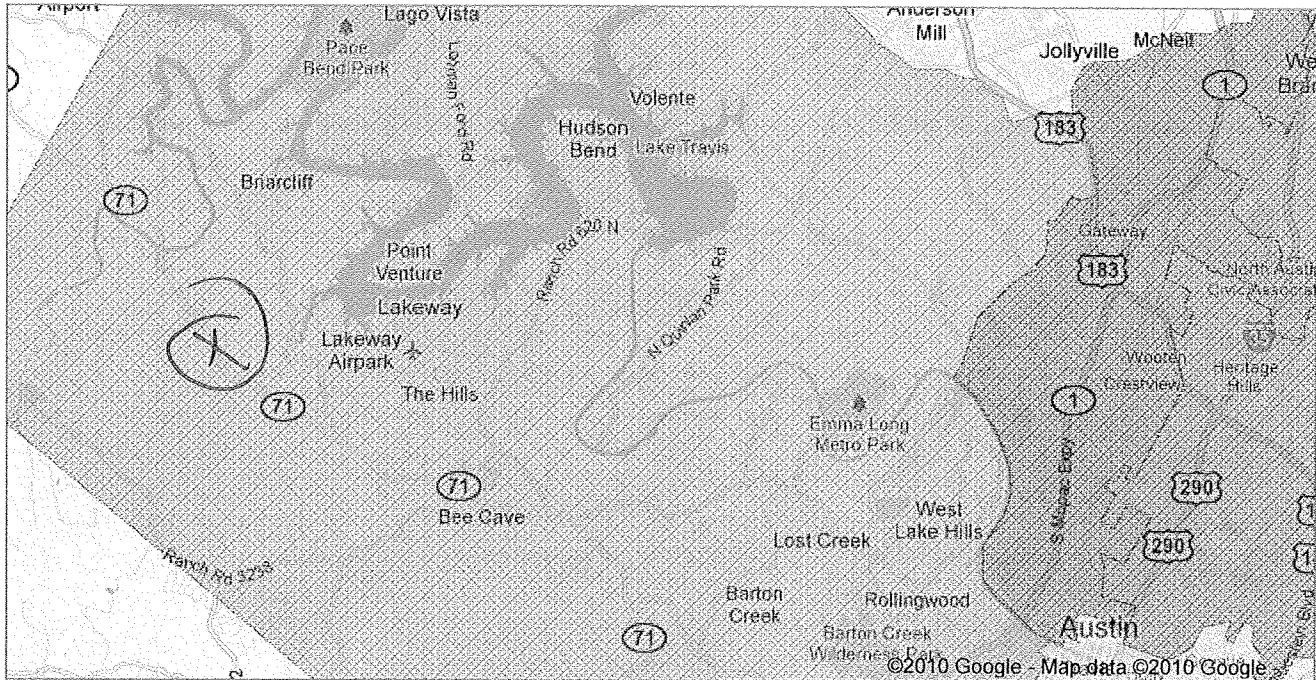
SHEET
5
OF
5

Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.

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Travis County Commissioners Precincts

8,366 views - Public

Created on Jul 21, 2009 - Updated Jul 21, 2009

By Travis County GIS

★★★★★ 1 ratings - 1 comments

- ☐ Precinct 1 Ron Davis
http://www.co.travis.tx.us/commissioners_court/precinct1.asp
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- ☒ Precinct 3 Karen Huber
http://www.co.travis.tx.us/commissioners_court/precinct3.asp
- ☐ Precinct 4 Margaret Gomez
http://www.co.travis.tx.us/commissioners_court/precinct4.asp

Travis County Commissioners Court Agenda Request

Voting Session 8/17/2010
(Date)

Work Session _____
(Date)

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

B. Requested Text:

A. Consider and take appropriate action on approval of a plat for recording in Precinct 3: Rocky Creek Ranch, Phase A, Section 1, Final Plat in Precinct 3. (Long Form Plat - 1 Total lots; 1 greenbelt lot – 2.78 acres – Hamilton Pool Road – Fiscal has been posted with Travis County – Sewage service to be provided by Travis county MUD #6, Travis County).

B. Approve a Construction Agreement for Rocky Creek Ranch, Phase A, Section 1, Final Plat.

C. Approved by:

Commissioner Karen Huber, Precinct 3

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

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

Joe Arriaga: 854-7562

Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

____ Additional funding for any department or for any purpose

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

____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

July 28, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director, Development Services

SUBJECT: Rocky Creek Ranch, Phase A, Section 1, Final Plat

PROPOSED MOTION:

- A. Consider and take appropriate action on approval of a plat for recording in Precinct 3: Rocky Creek Ranch, Phase A, Section 1, Final Plat in Precinct 3. (Long Form Plat - 1 Total lots; 1 greenbelt lot – 2.78 acres – Hamilton Pool Road – Fiscal has been posted with Travis County – Sewage service to be provided by Travis county MUD #6, Travis County).
- B. Approve a Construction Agreement for Rocky Creek Ranch, Phase A, Section 1, Final Plat.

SUMMARY AND STAFF RECOMMENDATION:

This final plat consists of 1 Total lot (1 greenbelt lot). There are no other uses being proposed with this subdivision except for a greenbelt, playscapes, lighting and signage. There is 440 feet of liner feet of public street being proposed with this subdivision. This plat which included part of the street, Rocky Creek Boulevard was approved for alternative fiscal on October 24, 2006. The developer has completed construction of adjacent street and wishes come out of alternate fiscal and record this plat. The street has been accepted by Travis County. This final plat is not subject to parkland requirements because it is for a nonresidential use – greenbelt lot.

As this final plat meets all Travis County standards, TNR staff recommends approval of this final plat.

ISSUES:

Staff has not received any calls or inquiries from anyone on this proposed plat.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

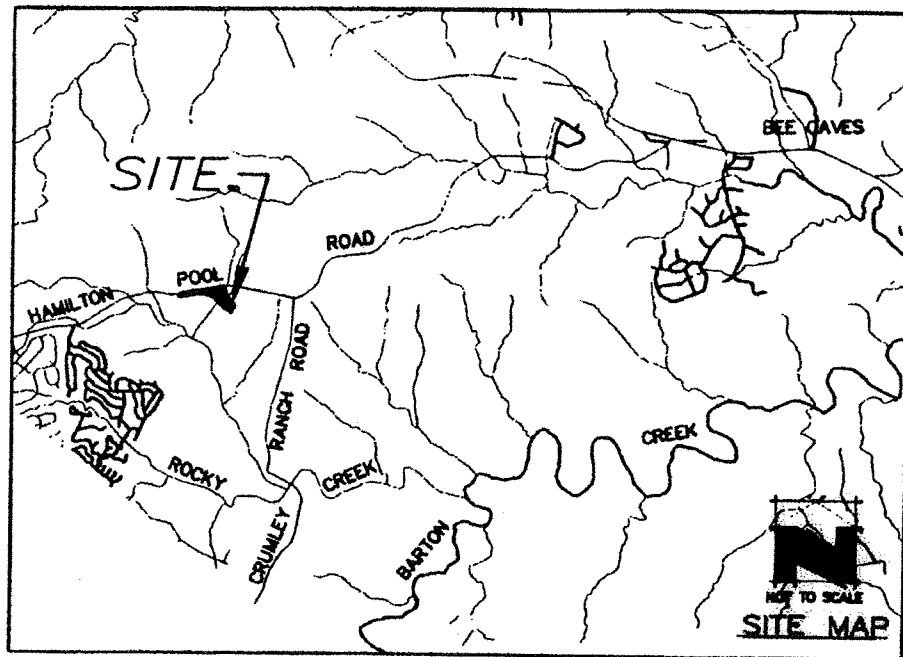
None.

EXHIBITS:

Location map, final plat and construction agreement.

AB: ja 710

ROCKY CREEK PHASE A SECTION 1



FINAL PLAT OF ROCKY CREEK RANCH, PHASE A, SECTION 1

2.78 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, TRAVIS COUNTY, TEXAS

Georing Base:
Texas State Plane Coordinate System
(Central Zone)
NAD 83(83)

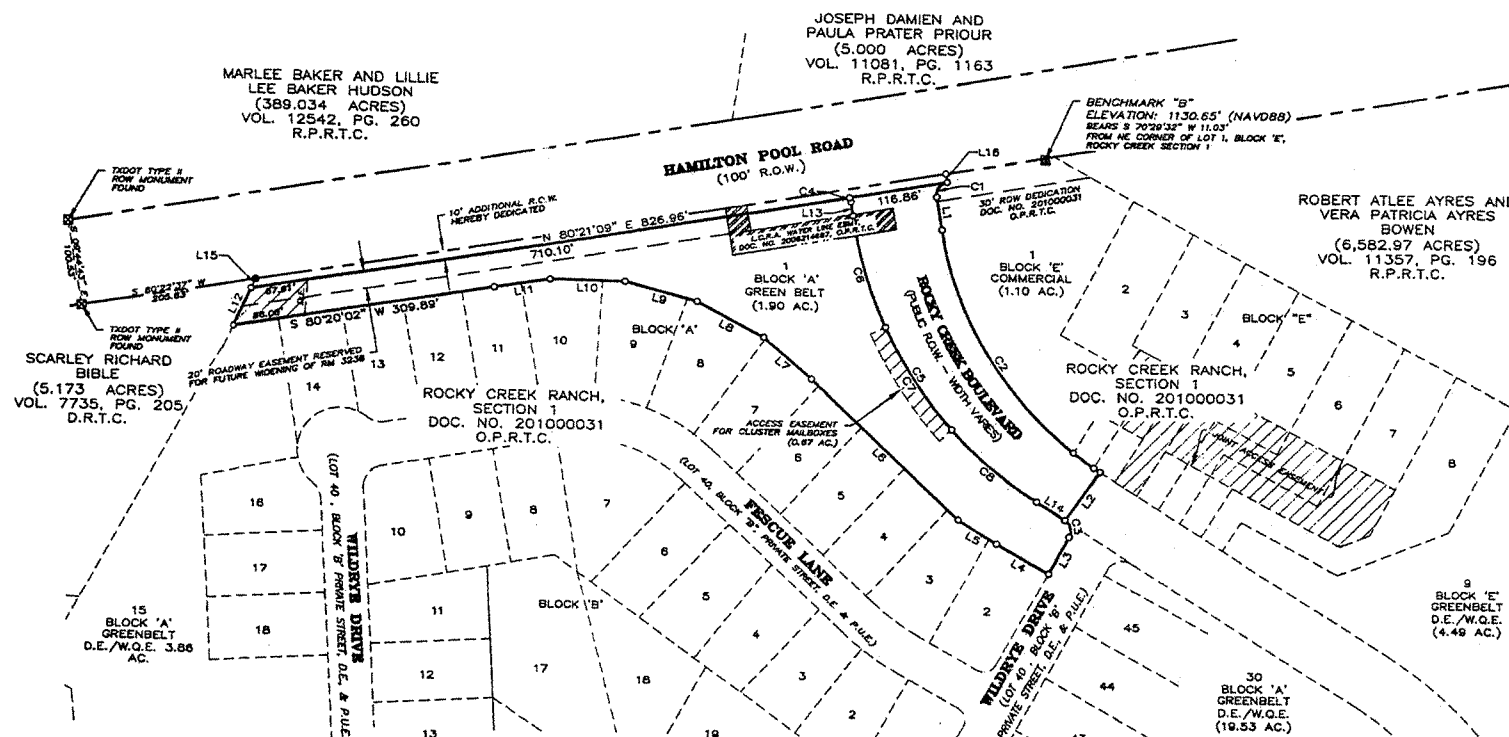


100 0 100 200

Scale 1"=100'

NUMBER	DIRECTION	DISTANCE
L1	S 09°38'36" E	38.86'
L2	S 35°52'01" W	70.09'
L3	S 28°51'13" W	49.04'
L4	N 61°08'46" W	70.00'
L5	N 58°04'15" W	52.76'
L6	N 47°20'16" W	238.84'
L7	N 49°39'18" W	74.80'
L8	N 61°36'39" W	67.60'
L9	N 75°23'42" W	67.60'
L10	N 89°15'07" W	88.52'
L11	S 80°54'20" W	68.29'
L12	N 25°27'27" E	49.34'
L13	S 09°38'51" E	16.54'
L14	S 57°54'25" E	39.82'
L15	S 25°27'27" W	12.22'
L16	S 09°38'51" E	10.00'

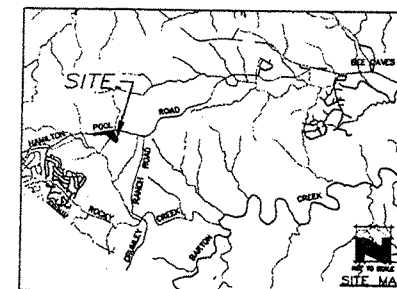
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	90°00'03"	15.00'	23.56'	21.21'	S 35°21'08" W
C2	48°17'46"	415.00'	349.81'	339.55'	S 33°47'44" E
C3	86°47'10"	15.00'	22.72'	20.81'	S 14°32'52" E
C4	19°28'15"	15.00'	5.10'	5.07'	S 18°22'59" E
C5	49°34'30"	475.00'	410.89'	398.29'	S 33°21'07" E
C6	16°30'45"	475.00'	136.89'	136.42'	S 16°49'14" E
C7	17°22'11"	475.00'	144.00'	143.45'	S 33°45'42" E
C8	15°41'34"	475.00'	130.10'	129.69'	S 50°17'35" E



GENERAL NOTES:

- No objects, including but not limited to buildings, fences, or landscaping shall be allowed in a drainage easement.
- Property owner or his/her assign shall provide for access to the drainage easement as may be necessary and shall not prohibit access by Travis County for inspection or maintenance of said easement.
- All drainage and water quality easements on private property shall be maintained by the property owner or his/her assigns.
- Water quality easements on private property shall be limited to native landscaping or vegetation complying with note 1.F of the water conservation measures shown hereon.
- All streets and drainage facilities will be designed in accordance to Travis County Construction Standards for streets and drainage in subdivisions.
- Water service to be provided by Travis County M.U.D. No. 16 or state approved water system.
- Wastewater service to be provided by Travis County M.U.D. No. 16 or state approved wastewater system.
- Electric service to be provided by Pedernales Electric Co-Op.
- Telephone service to be provided by SBC.
- Project is located within Travis County and is not located within any other city's Extra Territorial Jurisdiction (ETJ).
- No structure shall be occupied until connected to Travis County M.U.D. No. 16 system or state approved water system.
- No structure shall be occupied until connected to Travis County M.U.D. No. 16, a state approved sewer system or on-site wastewater system which has been approved by Travis County.
- Rocky Creek Boulevard shall be a public road.
- This subdivision is subject to a Phasing Agreement with Travis County that was approved with the Final Plat of Rocky Creek Section 1.
- Lot 1, Block A is prohibited from taking direct access to RM 3238.
- Overall Impervious cover within this subdivision shall not exceed fifteen percent (15%) provided that individual phases within the subdivision may exceed fifteen percent (15%).
- The water conservation measures listed on Sheet 2 shall be implemented.
- Lot 1, Block A is restricted to greenbelt use. Jogging trails, recreational facilities, such as playscapes, signage and lighting may be constructed on this lot. This lot will be maintained by the owner or his/her assigns.
- A Travis County Development Permit is required prior to site development.
- Lot 1, Block A shall be maintained by the owner or his/her assigns.
- This subdivision is subject to the Homeowners Association Declaration of Covenants, Conditions and restrictions as recorded in Document No.

LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET
▲	1/2" YELLOW PLASTIC CAP "CS, LTD"
■	BENCHMARK - CONCRETE MONUMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
R.P.R.T.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.



LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING 2.78 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, SITUATED IN TRAVIS COUNTY, TEXAS, AS A PORTION OF THAT 260.3923 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2009117261, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 803 - Georgetown, Texas 78626
(512) 830-1800/(512) 830-8388 fax
www.castleberrysurveying.com

SHEET

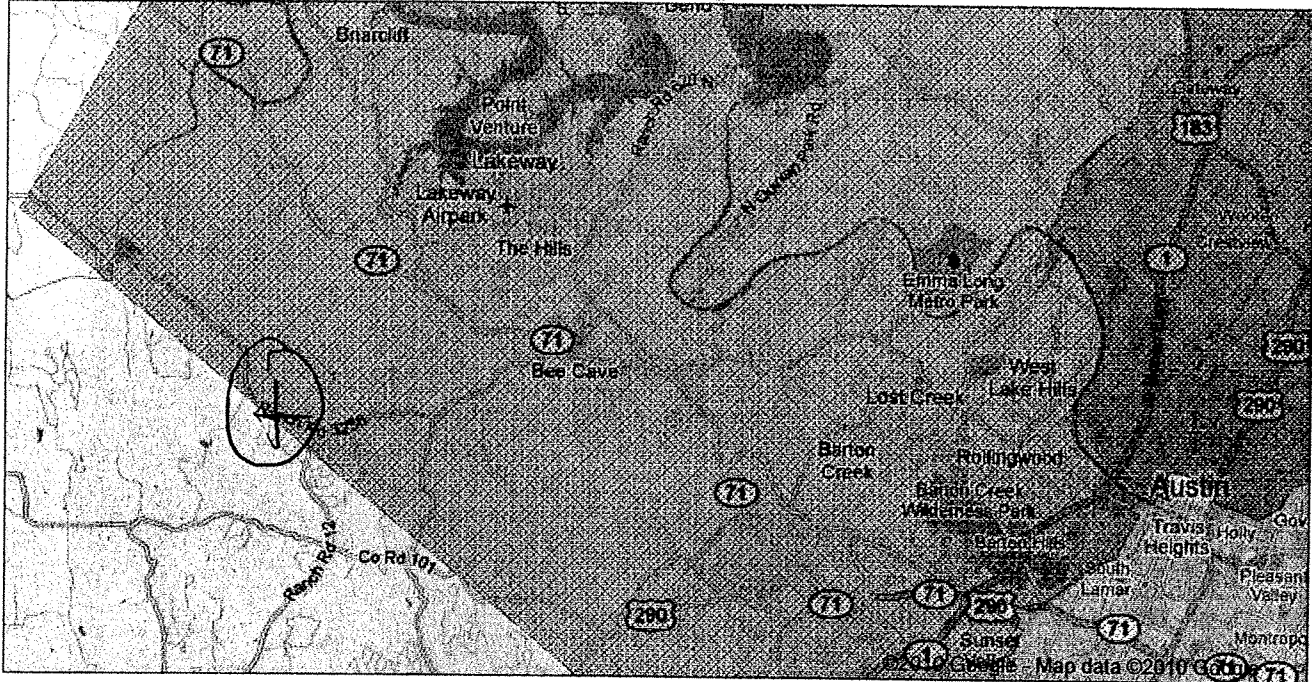
1 OF 2

Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.

[Get Directions](#) [My Maps](#)

[RSS](#) [Edit](#) [Print](#) [Send](#) [Link](#)



Travis County Commissioners Precincts

8,402 views - Public

Created on Jul 21, 2009 - Updated Jul 21, 2009

By Travis County GIS

★★★★★ 1 ratings - 1 comments

- ☐ [Precinct 1 Ron Davis](#)
http://www.co.travis.tx.us/commissioners_court/precinct1.asp
- ☐ [Precinct 2 Sarah Eckhardt](#)
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- ☐ [Precinct 3 Karen Huber](#)
http://www.co.travis.tx.us/commissioners_court/precinct3.asp
- ☐ [Precinct 4 Margaret Gomez](#)
http://www.co.travis.tx.us/commissioners_court/precinct4.asp

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between LegacyTexas Bank, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Rocky Creek Ranch Phase A Section 1" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the

reement

County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. **Inspection and Approval.** The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. **Notice of Defect.** The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. **Performance Period Security Release.** Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. **Conditions to Draw on Security.** The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. **Notice of Intent to Draw.** The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing

based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- 3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.
- 4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- 5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.
- 6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.
- 7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of

Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly

assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: LegacyTexas Bank
5000 Legacy Drive Suite 260
Plano, TX 75024

County: Transportation & Natural Resources Department
P.O. Box 1748 Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications

concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date: _____

LegacyTexas Bank

George A. Fisk

By: George Fisk

Name: George Fisk

Title: *CEO*

Authorized Representative

Date: *July 22, 2010*

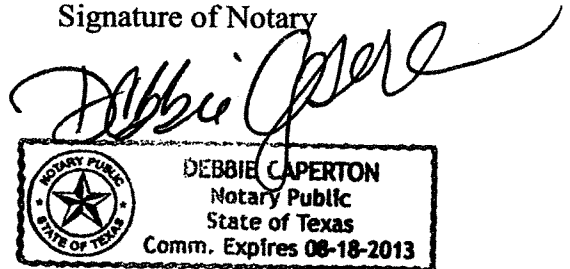
ACKNOWLEDGEMENT

STATE OF TEXAS

COLLIN
COUNTY OF ~~TRAVIS~~

This instrument was acknowledged before me on the day of *July 22, 2010*, by *George A. Fisk*, in the capacity stated herein.

Signature of Notary



After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78701

§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between LegacyTexas Bank, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Rocky Creek Ranch Phase A Section 1" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the

County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing

based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- 3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.
- 4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- 5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.
- 6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.
- 7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of

Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly

assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: LegacyTexas Bank
5000 Legacy Drive Suite 260
Plano, TX 75024

County: Transportation & Natural Resources Department
P.O. Box 1748 Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications

concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date: _____

LegacyTexas Bank

George A Fisk

By: George Fisk

Name: George Fisk

Title: CEO

Authorized Representative

Date: July 22, 2010

ACKNOWLEDGEMENT

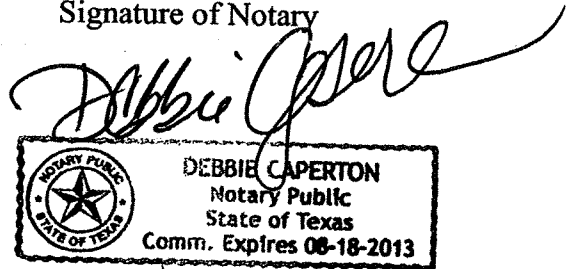
STATE OF TEXAS

COLLIN
COUNTY OF ~~TRAVIS~~

This instrument was acknowledged before me on the day of July 22, 2010, by George A. Fisk, in the capacity stated herein.

After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78701

Signature of Notary



§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between LegacyTexas Bank, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Rocky Creek Ranch Phase A Section 1" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the

County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing

based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- 3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.
- 4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- 5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.
- 6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.
- 7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of

Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly

assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: LegacyTexas Bank
5000 Legacy Drive Suite 260
Plano, TX 75024

County: Transportation & Natural Resources Department
P.O. Box 1748 Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications

concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date: _____

LegacyTexas Bank

George A. Fisk

By: George Fisk

Name: George Fisk

Title: CEO

Authorized Representative

Date: July 22, 2010

ACKNOWLEDGEMENT

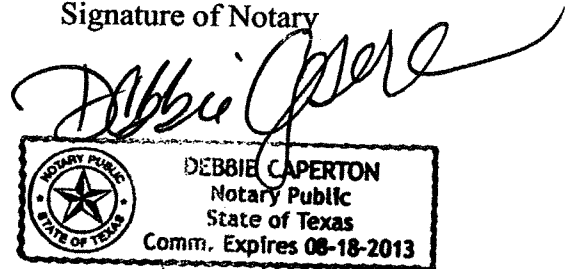
STATE OF TEXAS

COLLIN
COUNTY OF ~~TRAVIS~~

This instrument was acknowledged before me on the day of July 22, 2010, by George A. Fisk, in the capacity stated herein.

After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78701

Signature of Notary



§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

FINAL PLAT OF ROCKY CREEK RANCH, PHASE A, SECTION 1

2.78 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, TRAVIS COUNTY, TEXAS

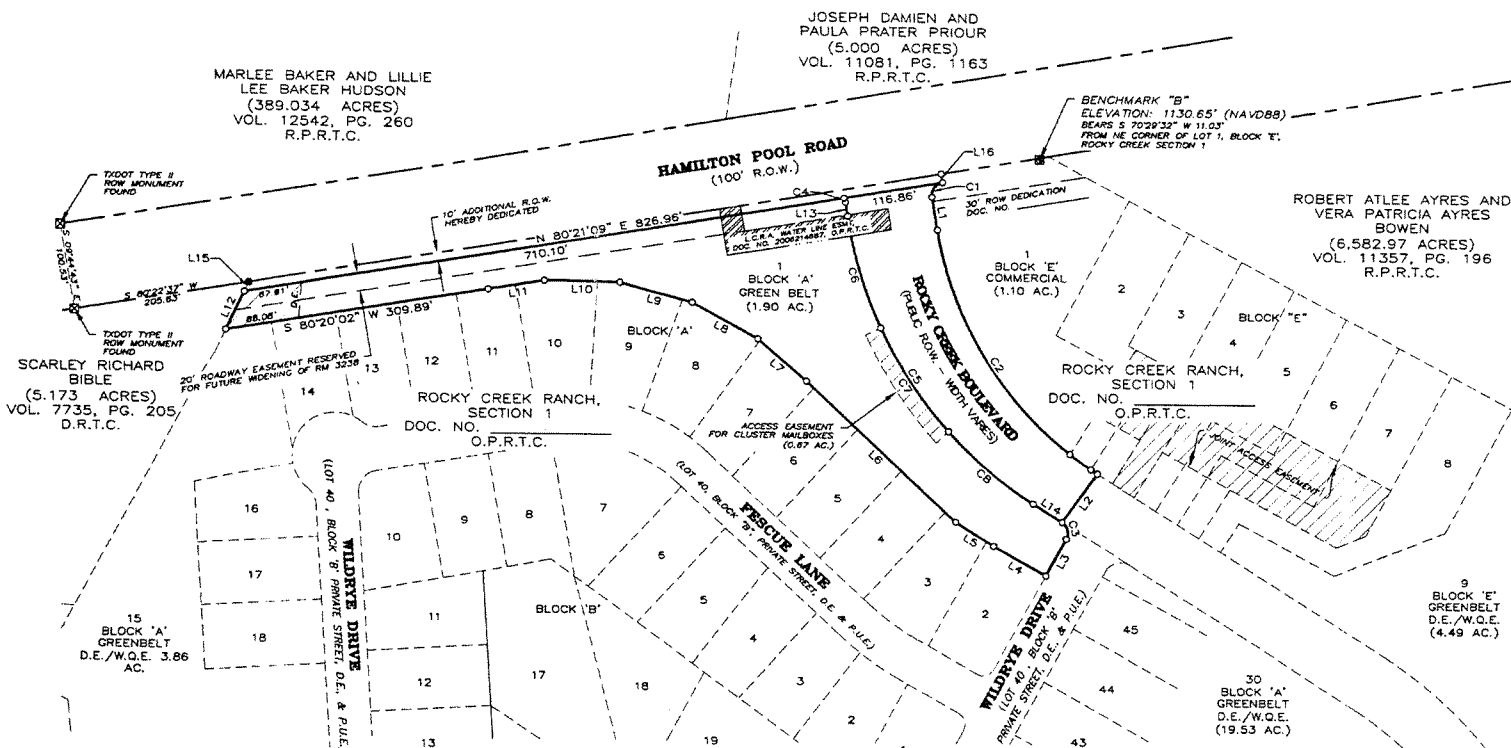
Reading Base:
Texas State Plane Coordinate System
(Central Zone)
NAD 83(93)



100 0 100 200
Scale: 1"=100'

NUMBER	DIRECTION	DISTANCE
L1	S 09°38'38" E	38.86'
L2	S 35°52'01" W	70.09'
L3	S 28°51'13" W	49.04'
L4	N 61°08'46" W	70.00'
L5	N 58°04'15" W	52.76'
L6	N 47°20'16" W	238.84'
L7	N 49°39'18" W	74.80'
L8	N 61°36'39" W	87.60'
L9	N 75°23'42" W	87.60'
L10	N 89°15'07" W	88.52'
L11	S 80°54'20" W	66.29'
L12	N 25°27'27" E	49.34'
L13	S 09°38'51" E	16.54'
L14	S 57°54'25" E	39.92'
L15	S 25°27'27" W	12.22'
L16	S 09°38'51" E	10.00'

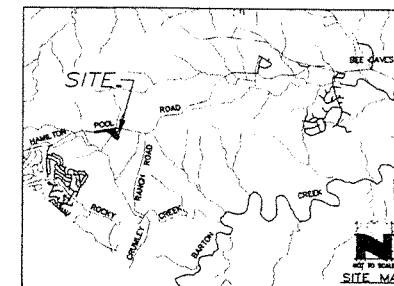
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	90°00'03"	15.00'	23.56'	21.21'	S 35°21'08" W
C2	48°17'46"	415.00'	349.81'	339.55'	S 33°47'44" E
C3	86°47'10"	15.00'	22.72'	20.61'	S 14°32'52" E
C4	19°28'15"	15.00'	5.10'	5.07'	S 19°22'59" E
C5	49°34'30"	475.00'	410.99'	398.29'	S 33°21'07" E
C6	16°30'45"	475.00'	136.89'	136.42'	S 16°49'14" E
C7	17°22'11"	475.00'	144.00'	143.45'	S 33°45'42" E
C8	15°41'34"	475.00'	130.10'	129.69'	S 50°17'35" E



GENERAL NOTES:

- No objects, including but not limited to buildings, fences, or landscaping shall be allowed in a drainage easement.
- Property owner or his/her assign shall provide for access to the drainage easement as may be necessary and shall not prohibit access by Travis County for inspection or maintenance of said easement.
- All drainage and water quality easements on private property shall be maintained by the property owner or his/her assigns.
- Water quality easements on private property shall be limited to native landscaping or vegetation complying with note 1.F of the water conservation measures shown herein.
- All streets and drainage facilities will be designed in accordance to Travis County Construction Standards for streets and drainage in subdivisions.
- Water service to be provided by Travis County M.U.D. No. 16 or state approved water system.
- Wastewater service to be provided by Travis County M.U.D. No. 16 or state approved wastewater system.
- Electric service to be provided by Pedernales Electric Co-Op.
- Telephone service to be provided by SBC.
- Project is located within Travis County on is not located within any other city's Extra Territorial Jurisdiction (ETJ).
- No structure shall be occupied until connected to Travis County M.U.D. No. 16 system or state approved water system.
- No structure shall be occupied until connected to Travis County M.U.D. No. 16, a state approved sewer system or on-site wastewater system which has been approved by Travis County.
- Rocky Creek Boulevard shall be a public road.
- This subdivision is subject to a Phasing Agreement with Travis County.
- Lot 1, Block A is prohibited from taking direct access to RM 3238.
- Overall impervious cover within this subdivision shall not exceed fifteen percent (15%) provided that individual phases within the subdivision may exceed fifteen percent (15%).
- The water conservation measures listed on sheet 3 shall be implemented.
- Lot 1, Block A is restricted to greenbelt use, jogging trails, recreational facilities, such as playscapes, signage and lighting may be constructed on this lot. This lot will be maintained by the owner or his/her assigns.
- A Travis County Development Permit is required prior to site development.
- Lot 1, Block A shall be maintained by the owner or his/her assigns.
- This subdivision is subject to the Homeowners Association Declaration of Covenants, Conditions and restrictions as recorded in Document No. _____.

LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET
□	W/YELLOW PLASTIC CAP "CS, LTD"
■	BENCHMARK - CONCRETE MONUMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
R.P.R.T.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.



LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING 2.78 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, SITUATED IN TRAVIS COUNTY, TEXAS, AS A PORTION OF THAT 260.3923 ACRE TRACT, AND A PORTION OF THAT 3.0382 ACRE TRACT DESCRIBED IN DOCUMENT NO. _____, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 803 - Georgetown, Texas 78628
(512) 930-1800 / (512) 930-9389 fax
www.castleberysurveying.com

SHEET

1

OF 2

26

Travis County Commissioners Court Agenda Request

Voting Session 8/17/10
(Date)

Work Session _____
(Date)

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

Consider and take appropriate action on:

A. A plat for recording in Precinct Three: Toubia Estates Final Plat. (Short Form Final Plat – 3 Total Lots – 16.0 acres – Derecho Drive – No fiscal required – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).

B. Approved by: Karen Huber
Commissioner Karen Huber, Precinct Three

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

Michael Hettenhausen: 854-7563 Dennis Wilson: 854-4217
Anna Bowlin: 854-7561

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item budget
____ Grant

Human Resources Department (854-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

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

RECEIVED
COUNTY JUDGE'S OFFICE
10 AUG 11 AM 8:51

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

BACK-UP MEMORANDUM

July 28, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director, Development Services 

SUBJECT: Touba Estates Final Plat, Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on:

- A. A plat for recording in Precinct Three: Touba Estates Final Plat. (Short Form Final Plat – 3 Total Lots – 16.0 acres – Derecho Drive – No fiscal required – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of three residential lots, platted from Derecho Drive, on 16.0 acres. No new public or private streets are proposed with this plat. Parkland fees of \$152.00 in lieu of parkland dedication have been paid to Travis County.

As this plat application meets all Travis County standards and received exemptions from platting by the City of Austin for tracts over 5 acres, TNR staff recommends approval of the final plat.

ISSUES AND OPPORTUNITIES:

At this time, staff has not received any inquiries from adjacent property owners. Should the case manager receive any inquiries prior to Court, an addendum to this memorandum will be presented to the Court.

BUDGETARY AND FISCAL IMPACT:

None.

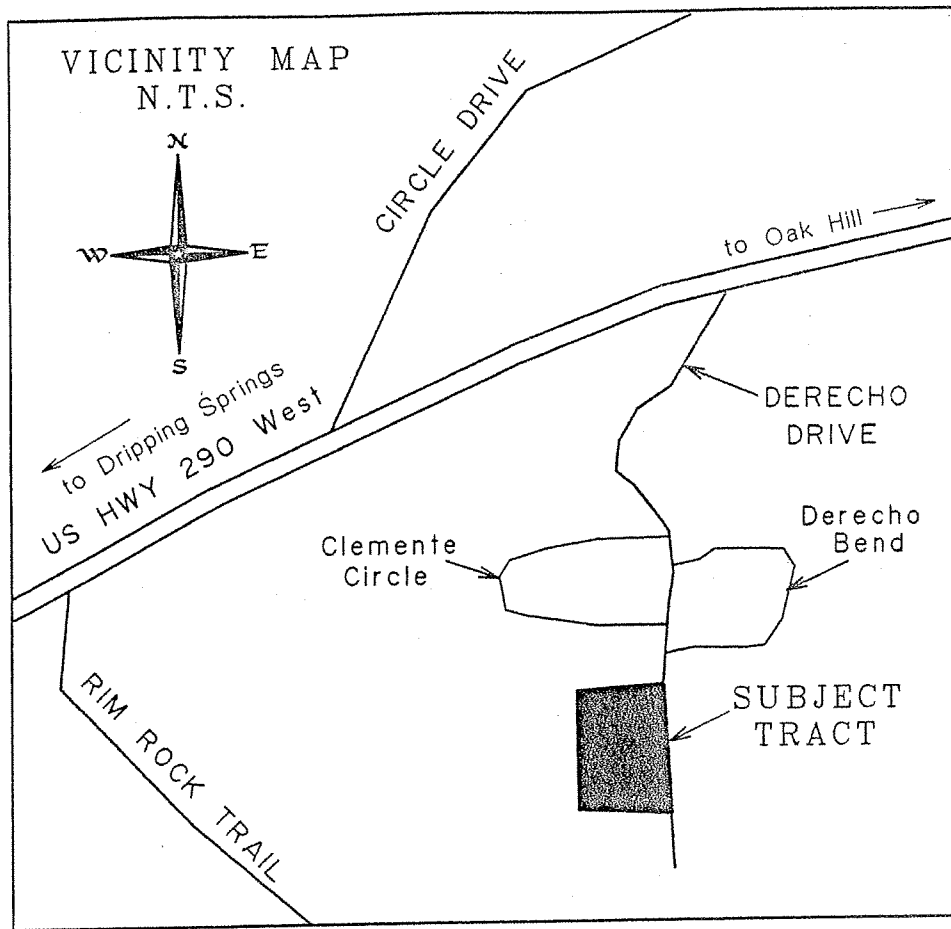
REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

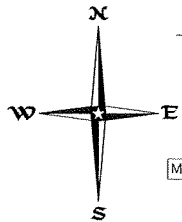
Precinct map
Location map
Proposed Plat

AMB: mph
1105



PRECINCT MAP

SCALE: 1" = 100'



Legend

- ⊙ 1/2" Iron Rod Found
- ⊙ 1/2" Iron Pipe Found
- ⊙ 1/2" Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
- ▲ 60D Nail Found
- Concrete Monument Set
- [Record Bearing and Distance]
- [M.F.F.E.] Minimum Finished Floor Elevation
- MSL : Mean Sea Level

TOUBA ESTATES

Prepared September 15, 2009

CURVE DATA

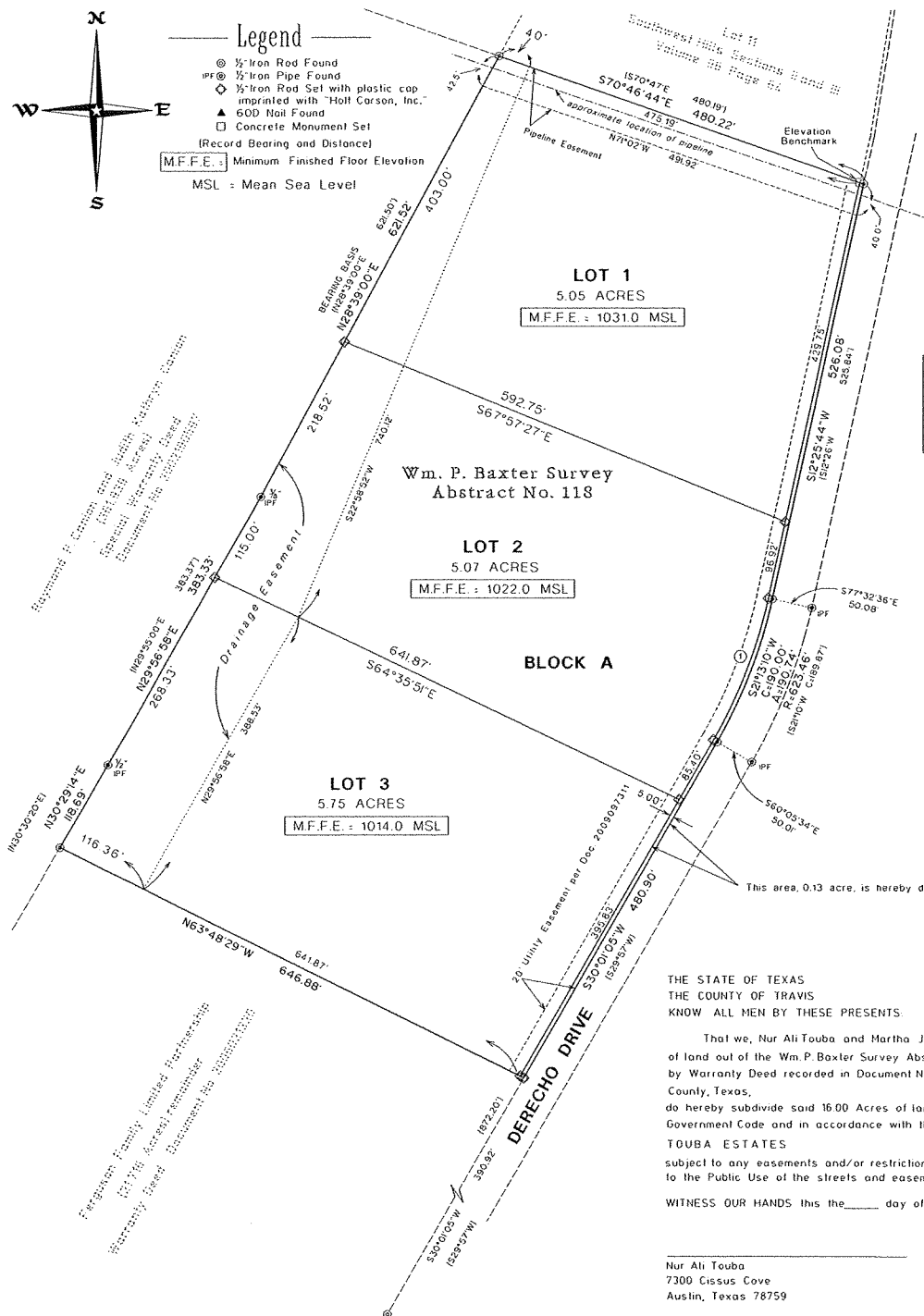
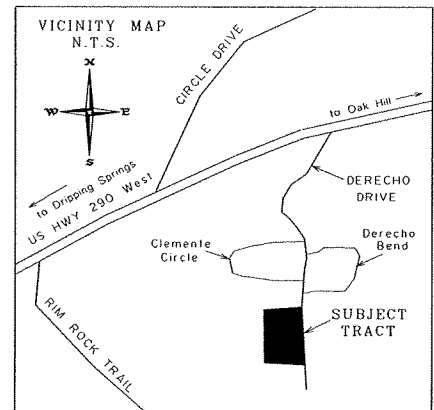
①
 $\Delta = 17^{\circ}31'44''$
 $R = 618.46'$
 $T = 95.35'$
 $C = 188.47'$
 $A = 189.21'$
 $CB = 521^{\circ}13'10''W$

ELEVATION BENCHMARK:

Concrete Monument Set for the Northeast corner of Lot 1 shown hereon. Elevation : 1069.28' INAVD88 using GEOID09

LAND USE TABLE

Lot 1	Residential 5.05 Acres
Lot 2	Residential 5.07 Acres
Lot 3	Residential 5.75 Acres
Additional Right-of-Way Dedication : 0.13 Acre	
Total Number of Lots : 3	
Total Acreage of Lots : 16.00 Acres	



THE STATE OF TEXAS
 THE COUNTY OF TRAVIS
 KNOW ALL MEN BY THESE PRESENTS.

That we, Nur Ali Touba and Martha Jean Touba, owners of all of that certain 16.00 Acre tract of land out of the Wm. P. Baxter Survey Abstract No. 118 in Travis County, Texas, as conveyed to us by Warranty Deed recorded in Document Number 2009097311 of the Official Public Records of Travis County, Texas,

TOUBA ESTATES

subject to any easements and/or restrictions heretofore granted, and do hereby dedicate to the Public Use of the streets and easements shown hereon.

WITNESS OUR HANDS this the _____ day of _____, A.D. 2010

Nur Ali Touba
 7300 Cissus Cove
 Austin, Texas 78759

Martha Jean Touba
 7300 Cissus Cove
 Austin, Texas 78759

THE STATE OF TEXAS
 THE COUNTY OF TRAVIS

I, the undersigned authority, on this the _____ day of _____, A.D. 2010, did personally appear Nur Ali Touba and Martha Jean Touba, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and they acknowledged before me that they executed the same for the purposes and considerations therein expressed

NOTARY PUBLIC _____

Printed Name _____

Commission Expires _____

THE STATE OF TEXAS
 THE COUNTY OF TRAVIS

I, Dana DeBeauvoir, Clerk of Travis County, Texas, do hereby certify that the foregoing Instrument of Writing and its Certificate of Authentication was filed for record in my office on the _____ day of _____, 2010, A.D., at _____ o'clock _____ M. and duly recorded on the _____ day of _____, A.D., at _____ o'clock _____ M. of said County and State in Document No. _____ Official Public Records of Travis County.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY this the _____ day of _____, 2010, A.D.

DANA DEBEAUVOIR, COUNTY CLERK TRAVIS COUNTY, TEXAS

BY _____
 Deputy

THIS SUBDIVISION IS LOCATED IN THE 2 MILE ETJ OF THE CITY OF AUSTIN, BUT HAS RECEIVED A LEGAL TRACT PLATTING EXCEPTION (C81-2009-0159 AND C81-2009-0160, AND C81-2009-161).

Greg Guernsey, Director, Planning and Development Review Department

Prepared September 15, 2009

TOUBA ESTATES

GENERAL NOTES:

- 1 No lot in this subdivision shall be occupied until connected to an approved water supply system and to an approved onsite septic system.
- 2 A Travis County Site Development permit is required prior to any site development.
- 3 No buildings, fences, landscaping, or other obstructions are permitted in drainage easements except as approved by the City of Austin and Travis County.
- 4 All drainage easements on private property shall be maintained by the property owner or his assigns.
- 5 Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by governmental authorities.
- 6 Prior to construction, drainage plans shall be submitted to Travis County and the City of Austin for review. The rainfall run-off from the lot shall be held to the amount prior to development by on-site ponds or other approved methods.

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, Holt Carson, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat complies with Chapter 82 of the Travis County Code and is true and correct and was prepared from an actual survey made by me or under my supervision on the ground.

Holt Carson
Registered Professional Land Surveyor No. 5166
HOLT CARSON, INC.
1904 Fortview Road Austin, Texas 78704 (512) 442-0990

Date

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

The 100-year floodplain is contained within the drainage easement as shown hereon. A portion of the tract is within the designated flood hazard area as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) No. 48453C0555H and No. 48453C0560H, Travis County, Texas, dated September 26, 2008.

James A. Hulffcutt Jr., P.E.
Registered Professional Engineer No. 55253
State of Texas
Pope-Dawson Engineers, Inc.
Texas Board of Professional Engineers, Firm Registration No. 470
7800 Shoal Creek Boulevard Suite 220 West
Austin, Texas 78757

Date

NOTE:

The state legislature has limited the authority of county governments to regulate land use in the unincorporated areas. At the time this plat was approved Section 232.101(b) of the Local Government Code prohibits Texas counties, unless otherwise authorized by state law, from regulating the use of any building or property for business, industrial, residential, or other purposes; the bulk, height, or number of buildings constructed on a particular tract of land; the size of a building that can be constructed on a particular tract of land, including without limitation and restriction on the ratio of building floor space to the land square footage; and the number of residential units that can be built per acre of land. Unless contained in restrictive covenants applicable to this subdivision, Travis County may not at the time this plat was approved restrict or prohibit adverse land uses on or in the vicinity of lots in this subdivision.

NOTE:

This subdivision is subject to restrictions recorded in Volume 3719 Page 452, Travis County Deed Records, and in Volume 12256 Page 1311, Travis County Real Property Records, and in Document No. 2009097311, Travis County Official Public Records, and to pipeline easement as recorded in Volume 994 Page 513 of the Travis County Deed Records and as further affected by Amendment to Easement recorded in Document No. 2009096027 of the Official Public Records of Travis County, Texas.

NOTE:

Prior to any construction activity and/or vegetation clearing, coordination with US Fish and Wildlife or participation in the BCCP is required to address Threatened and Endangered Species mitigation. Clearing can not be conducted March 1 through August 31st. Please contact Travis County's Environmental Specialist at 512-219-6190, ext 5.

IN APPROVING THIS PLAT, THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE IMPROVEMENTS) TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS' COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPERS' CONSTRUCTION.

THE STATE OF TEXAS

THE COUNTY OF TRAVIS I, Dana Debeauvoir, Clerk of the County Court of Travis County, Texas, do hereby certify that on the _____ day of _____, 2010, A.D., the Commissioners' Court of Travis County, Texas, passed an order authorizing the filing for record of this plat and that said order was duly entered in the minutes of said Court.

WITNESS MY HAND AND SEAL OF OFFICE of the County Court of said County, this the _____ day of _____, A.D., 2010.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

By _____
Deputy

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES

- 1 No structure in this subdivision shall be occupied until connected to a public sewer system or a private on-site sewage disposal system which has been approved and licensed by the Travis County On-Site Wastewater Program.
- 2 No structure in this subdivision shall be occupied until connected to a potable water supply from an approved public water system.
- 3 No on-site wastewater disposal system may be installed within 100 feet of a private water well nor may an on-site wastewater disposal system be installed within 150 feet of a public water well.
- 4 No construction may begin on any lot in this subdivision until plans for the private on-site sewage disposal system are submitted to and approved by the Travis County On-Site Wastewater Program.
- 5 All development on all lots in this subdivision must be in accordance with the minimum requirements of Texas Administrative Code Chapter 285 and Travis County Code Chapter 48.
- 6 These restrictions are enforceable by the Travis County On-Site Wastewater Program and/or lot owners within the subdivision.

Stacy Scheffel, DR Program Manager
On-Site Wastewater Program
Travis County-TNR

date

27

Travis County Commissioners Court Agenda Request

Voting Session 8/17/10
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR

B. Requested Text:

A. Approve the acceptance of the dedication of the public street and drainage facilities within Rocky Creek Ranch, Phase A, Section 1 and Rocky Creek Ranch, Section 1; and

B. Notify Court of satisfactory construction of the private streets within Rocky Creek Ranch, Section 1 - a subdivision in Precinct Three.

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

II. A. Is backup material attached*? Yes X No _____

*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

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

Yes X
numbers:

No _____ Please list those contacted and their phone

Anna Bowlin AB - 854-9383
Don Ward DW - 854-9383
Johnny Anglin - 854-9114

Jamie Mancillas - 854-9383
Gayla Dembkowski - 854-9383
Dave Fowler - 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: August 2, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Don W. Ward, P.E., Division Director, Road and Bridge

SUBJECT: **A.** Approve the acceptance of the dedication of the public street and drainage facilities within Rocky Creek Ranch, Phase A, Section 1 and Rocky Creek Ranch, Section 1; and
B. Notify Court of satisfactory construction of the private streets within Rocky Creek Ranch, Section 1 - a subdivision in Precinct Three.

Summary and TNR Staff Recommendation

Rocky Creek Ranch, Phase A, Section 1 has been in an alternative fiscal status since October 24, 2006. This subdivision's plat is being recommended for approval and recordation on the August 17, 2010 Commissioners Court agenda. Rocky Creek Ranch, Section 1 was recorded on March 29, 2010 at document #201000031.

Both subdivisions have been inspected for conformance with approved plans and specifications as listed. This subdivision will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year Performance Period has ended.

There are no public sidewalks within these subdivisions. The stop signs are in the process of being approved under Chapter 251 of the Texas Transportation Code.

In regards to the private street portion of this subdivision, according to Standards for Construction of Streets and Drainage in Subdivisions [§82.401(c)(2)] adopted by Travis County Commissioner's Court August 28, 1997, the Executive Manager will notify the Commissioners Court of the satisfactory construction of public and private improvements. Upon approval of the private improvements, the Executive Manager will release the security for the private improvements. We recommend that all fiscal associated with the private streets be released.

August 2, 2010

Page 2

Rocky Creek Ranch, Phase A, Section 1 is accessed from Hamilton Pool Road (FM 3238), a State of Texas highway maintained by the State. Rocky Creek Ranch, Section 1 is accessed from Phase A, Section 1. This action will add a total of 0.24 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

10% of final construction costs of the public street improvements will be held for the one-year warranty period.

Issues and Opportunities:

This insures that not only are the private streets built to public street standards, but that there is a collective body in place to maintain the private street portion of Section 1 for the respective residents.

Required Authorizations:

Road and Bridge Department.

Exhibits:

TNR Approval Letter

LCRA & MUD Letters

List of Streets

Requirements for Approval

Subdivision Location Maps

PS:DW:ps

1105 Rocky Creek Ranch, Phase A, Section 1 & Section 1



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

APPROVAL OF CONSTRUCTION

DATE: May 21, 2010

DEVELOPER:

LegacyTexas Bank
P.O. Box 869111
Plano, TX 75086-9111

ENGINEER:

Pape-Dawson Engineers, Inc.
7800 Shoal Creek Blvd.
Suite 220 West
Austin, TX 78757

SUBJECT: Rocky Creek Ranch, Section 1

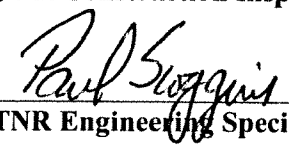
Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. Once approved by Commissioners Court, this construction will start a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

All items have been received

BY:

 5-24-10
TNR Construction Inspector – Johnny Anglin


TNR Engineering Specialist – Paul Scoggins

1102 fiscal file
1105 Subdivision File



May 19, 2010

Amy Frederick, P.E.
Blake Magee Company
1011 North Lamar
Austin, Texas 78703

Re: Acceptance of the Rocky Creek Ranch, Phase 1, Water Improvements

Dear Mrs. Frederick,

Please consider this letter as conditional acceptance by the LCRA of the water improvements installed as part of the Rocky Creek Ranch, Phase 1 construction. Our records show that the water system was completed and passed all pressure and bacteriological testing in March 2009.

As we discussed on the phone, the system has essentially sat idle since last March except for a little water used for revegetation efforts. Further, since there have been no actual connections made inside the subdivision, LCRA will require additional flushing and testing to ensure that there are no leaks and no presence of bacteria in the system prior to meters being set. If leaks are found or bacterial tests fail, the new owners will be responsible for remedying the deficiencies at their cost.

I trust that this letter will satisfy your request. If you have any additional questions, please feel free to contact me at 512-473-3251.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly D. Payne", is written over a horizontal line.

Kelly D. Payne, P.E.
Senior Engineer
Water Services, LCRA

XC: Janet Stephenson, LCRA
Darryl Zbranek, LCRA
Sarah Bruinings, LCRA
Brad Hill, LCRA



1701 Directors Blvd., Suite 400
Austin, Texas 78744-1024

TEL 512 441 9493
FAX 512 445 2286

AUSTIN	DALLAS
HOUSTON	BRENNHAM
SAN ANTONIO	ROSENBERG
COLLEGE STATION	THE WOODLANDS

May 27, 2010

Mrs. Amy Frederick
Blake Magee Company
1011 North Lamar Boulevard
Austin, TX 78703

Re: Rocky Creek Ranch Phase One Street & Drainage, Water & Wastewater Improvements
Travis County MUD No. 16 Acceptance

Dear Mrs. Frederick:

As District Engineer for Travis County MUD No. 16, Jones & Carter, Inc. is prepared to conditionally recommend acceptance of the wastewater and drainage improvements for the referenced project to the Board of Directors. This recommendation is subject to the establishment of vegetation in the bottom of the extended detention ponds and all other disturbed areas as well as receipt of the closeout contract documentation. It is our understanding that the contractor will be placing sod in the bottom of the ponds in the very near future.

If you need any additional information, please give me a call.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Gregory T. Bourgeois', is written over the typed name.

Gregory T. Bourgeois, P.E.

GTB/cms

J:\Projects\A588-900\Letters\Cond Accept.doc

cc: Ms. Sue Littlefield – Armbrust & Brown, LLP

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION
Mapscs No. 578FRocky Creek Ranch, Phase A, Section 1
Rocky Creek Ranch, Section 1Pct.# 3
Atlas No. H-03

PHASE A, SECTION 1 PLAT APPROVED FOR RECORDATION ON 8/17/10
SECTION 1 RECORDED AT DOC#201000031 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 3/29/10

TWO SUBDIVISION CONTAINING 1 PUBLIC STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Rocky Creek Blvd	Hamilton Pool Rd (FM 3238) in a southerly direction to the SE corner of Lot 61, Blk B	1268.03	0.24	70'	HMAC	28' EOP - EOP	NO
Total Footage/Mileage			1268.03	0.24				

THE TOTAL NUMBER OF LOTS IN THESE SUBDIVISIONS - 1 & 165 RESPECTIVELY N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREET NUMBERED 1

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 TOTALING 0.24 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3.

17-Aug-10

DATE

DP = DOUBLE PENETRATION
HMAC = HOT MIX ASPHALT
C = CONCRETE
UPP = UNPAVED, PIT RUN
UPS = UNPAVED, SELECT

A handwritten signature in dark ink, appearing to read "Don W. Ward", followed by the date "8/3/10".

Don W. Ward, PE
Division Director
Road & Bridge

DATE APPROVED BY COMMISSIONERS' COURT



TRANSPORTATION & NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

ROCKY CREEK RANCH, SECTION 1 REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 1/26/10 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, IF in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 2/25/09 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 1/26/10 4. Reproducible Plans, certified as "**Record Drawings**" or "**As-Built**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying **Stop Sign Warrants** sheets for each sign.
- 4/26/10 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- NA 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 5/24/10 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 5/27/10 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- NA 10. License Agreement (**If there are private improvements in Public ROW.**)



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

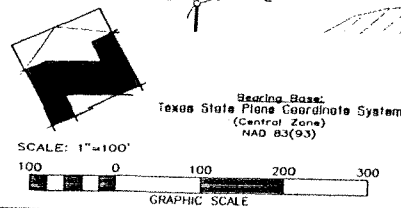
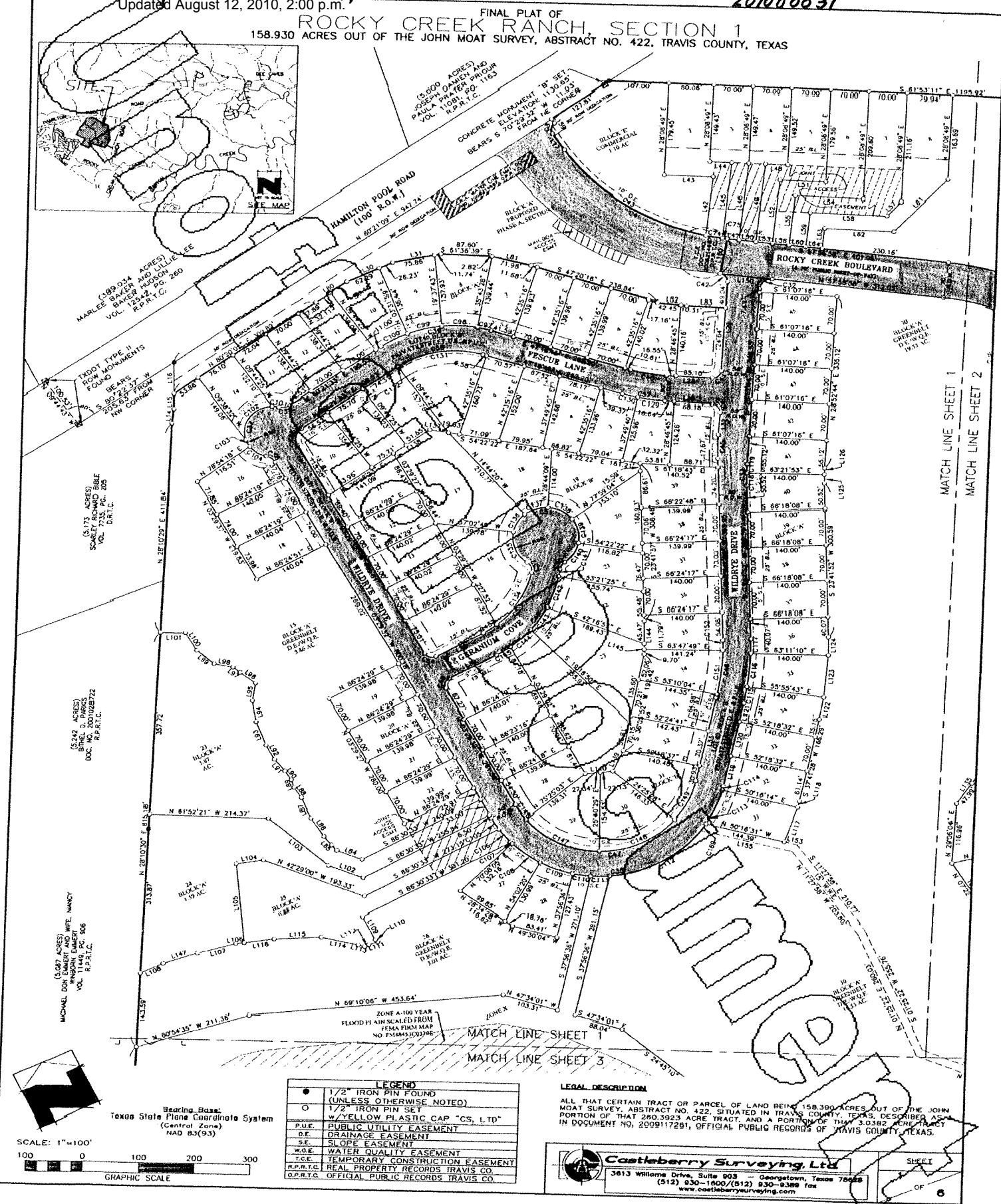
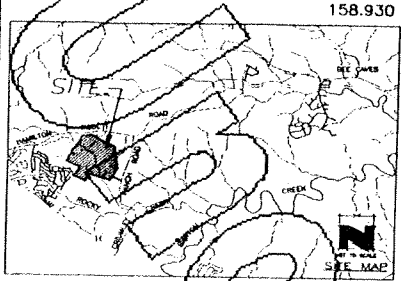
411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

ROCKY CREEK RANCH, SECTION 1 REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PRIVATE STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- | | |
|----------------|---|
| <u>1/26/10</u> | 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter) § 82.401(c)(1)(A) § 82.604(c)(2) |
| <u>NA</u> | 2. Construction Summary Report § 82.604(c)(1) |
| <u>2/25/09</u> | 3. Contractor's invoice or receipt of payment for work completed § 82.401(c)(1)(B) |
| <u>1/26/10</u> | 4. Reproducible Plans, certified as " Record Drawings ", by the Owner's Consulting Engineer § 82.604(c)(3) |
| <u>NA</u> | 5. If applicable , a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision § 82.604(c)(5) |
| <u>5/24/10</u> | 6. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan) § 82.401(c)(1)(C) |
| <u>5/27/10</u> | 7. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts |
| <u>5/27/10</u> | *8. The Certificate of Incorporation of the Homeowners Association filed with the Texas Secretary of State |
| <u>5/27/10</u> | *9. The Declaration of Covenants, Conditions, and Restrictions, showing the responsibility of the homeowners association to maintain the streets and drainage, recorded in the Real Property Records of Travis County |

* These two items are in lieu of warranty bond, sidewalk fiscal posting and ADA statement.

ROCKY CREEK RANCH, SECTION 1
158.930 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, TRAVIS COUNTY, TEXAS



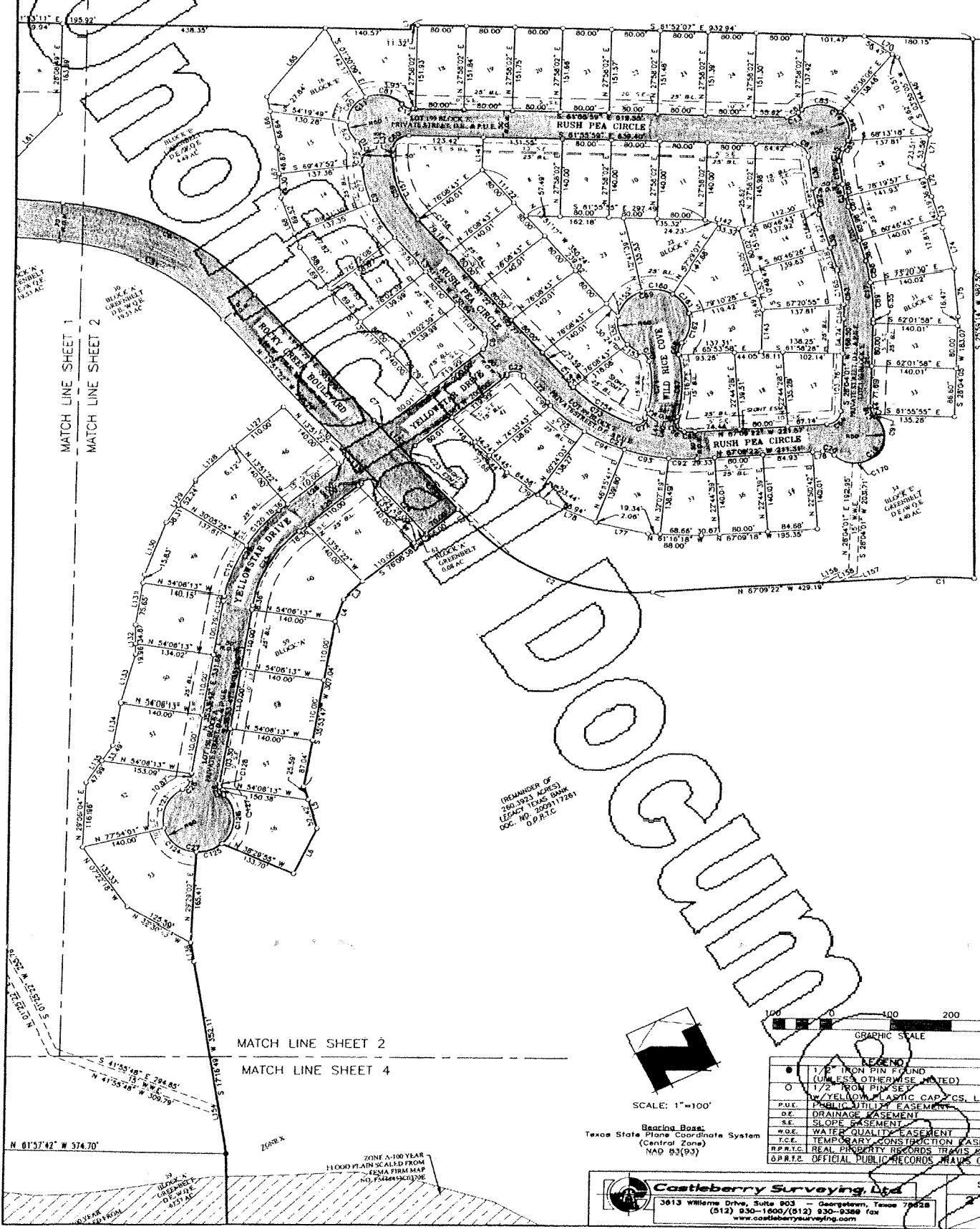
LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET
W	W/YELLOW PLASTIC CAP "CS, LTD"
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.E.	SLOPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
R.P.R.T.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.

LEGAL DESCRIPTION
ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING 158.930 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, SITUATED IN TRAVIS COUNTY, TEXAS, DESCRIBED AS A PORTION OF THAT 260.3923 ACRE TRACT, AND A PORTION OF THAT 3.0382 ACRE TRACT IN DOCUMENT NO. 2009117291, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

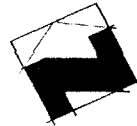
Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 203 - Georgetown, Texas 78626
(512) 930-1600/(512) 930-9388 fax
www.castleberry-surveying.com

SHEET
OF 6

FINAL PLAT OF
ROCKY CREEK RANCH, SECTION 1
158.930 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, TRAVIS COUNTY, TEXAS



(REMAINDER OF
260.3923 ACRES)
LEGACY TEXAS BANK
OCC. NO. 2009117281
O.P.R.T.C.



SCALE: 1"=100'



LEGEND	
●	1 1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET
—	1/2" YELLOW PLASTIC CAP P.C.S. L.T.O.
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.E.	SLOPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
R.P.R.T.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.

Geoid Base:
Texas State Plane Coordinate System
(Central Zone)
NAD 83(93)



Castleberry Surveying, Ltd.

3013 Williams Drive, Suite 903 - Georgetown, Texas 78626
(512) 830-1600/(512) 830-9388 fax
www.castleberry-surveying.com

SHEET
2
OF
8

FINAL PLAT OF
ROCKY CREEK RANCH, SECTION 1
 158.930 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, TRAVIS COUNTY, TEXAS

FLOOD PLAIN SCALED FROM
 FEMA FIRM MAP
 NO. 17047C02

MATCH LINE SHEET 1

MATCH LINE SHEET 3

ZONE X

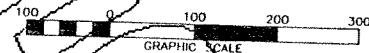
N 61°57'42" W 574.70'

ZONE A 100-YEAR
 FLOOD PLAIN SCALED FROM
 FEMA FIRM MAP
 NO. 17047C02

ZONE X

ZONE X

(REMAINDER OF
 200,000 ACRES)
 200,000 ACRES
 LEGACY LEAS BANK
 DEC. 10, 2009 117261
 O.P.R.T.C.



SCALE: 1"=100'
 Bearing Base:
 Texas State Plane Coordinate
 System
 (Central Zone)
 NAD 83(93)

LEGEND	
•	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.E.	SLOPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
R.P.R.T.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.



Castleberry Surveying, Ltd.
 3613 Wilshire Drive, Suite 903 - Georgetown, Texas 78626
 (512) 930-1600 / (512) 930-9388 fax
 www.castleberrysurveying.com

SHEET
 3
 OF
 8

N 64°47'23" W 359.60'

N 64°12'33" W 439.91'

(26.363 ACRES)
 BETH SPRAY
 VOL. 12585, PG. 824
 R.P.R.T.C.

(6.302 ACRES)
 MICHAEL D. EMMERT AND WIFE,
 NANCY W. EMMERT
 VOL. 2002026865
 O.P.R.T.C.

(15.937 ACRES)
 ABIGAIL RANNEY, JR.
 VOL. 13307, PG. 361
 R.P.R.T.C.

(26.363 ACRES)
 ABIGAIL RANNEY, JR.
 VOL. 8119, PG. 823
 R.P.R.T.C.

29 BLOCK 11
 GREENWOLD
 DE-WIDE
 61.57 AC.

29 BLOCK 11
 GREENWOLD
 DE-WIDE
 61.57 AC.

FINAL PLAT OF
ROCKY CREEK RANCH, SECTION 1
 158.930 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, TRAVIS COUNTY, TEXAS

(REMAINDER OF
 260.3923 ACRES)
 LEGACY TEXAS BANK
 DOC. NO. 2009117261
 O.P.R.T.C.

MATCH LINE SHEET 2
 MATCH LINE SHEET 4

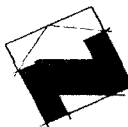
ZONE X

ZONE A 100 YEAR
 FLOOD PLAIN SCALED FROM
 FEMA FIRM MAP
 NO. 17000000000000000000

ZONE A 100 YEAR
 FLOOD PLAIN SCALED FROM
 FEMA FIRM MAP
 NO. 17000000000000000000

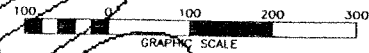
ZONE A 100 YEAR
 FLOOD PLAIN SCALED FROM
 FEMA FIRM MAP
 NO. 17000000000000000000

S 81°40'52" W 668.90'



SCALE: 1"=100'

Bearing Base:
 Texas State Plane Coordinate System
 (Central Zone)
 NAD 83(93)



LEGEND	
1/2" IRON PIN FOUND	(UNLESS OTHERWISE NOTED)
0" 1/2" IRON PIN SET	
W/ YELLOW PLASTIC CAP "CS, LTD"	
P.U.E. PUBLIC UTILITY EASEMENT	
D.E. DRAINAGE EASEMENT	
S.E. SLOPE EASEMENT	
W.Q.E. WATER QUALITY EASEMENT	
T.C.E. TEMPORARY CONSTRUCTION EASEMENT	
R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS CO.	
O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS CO.	

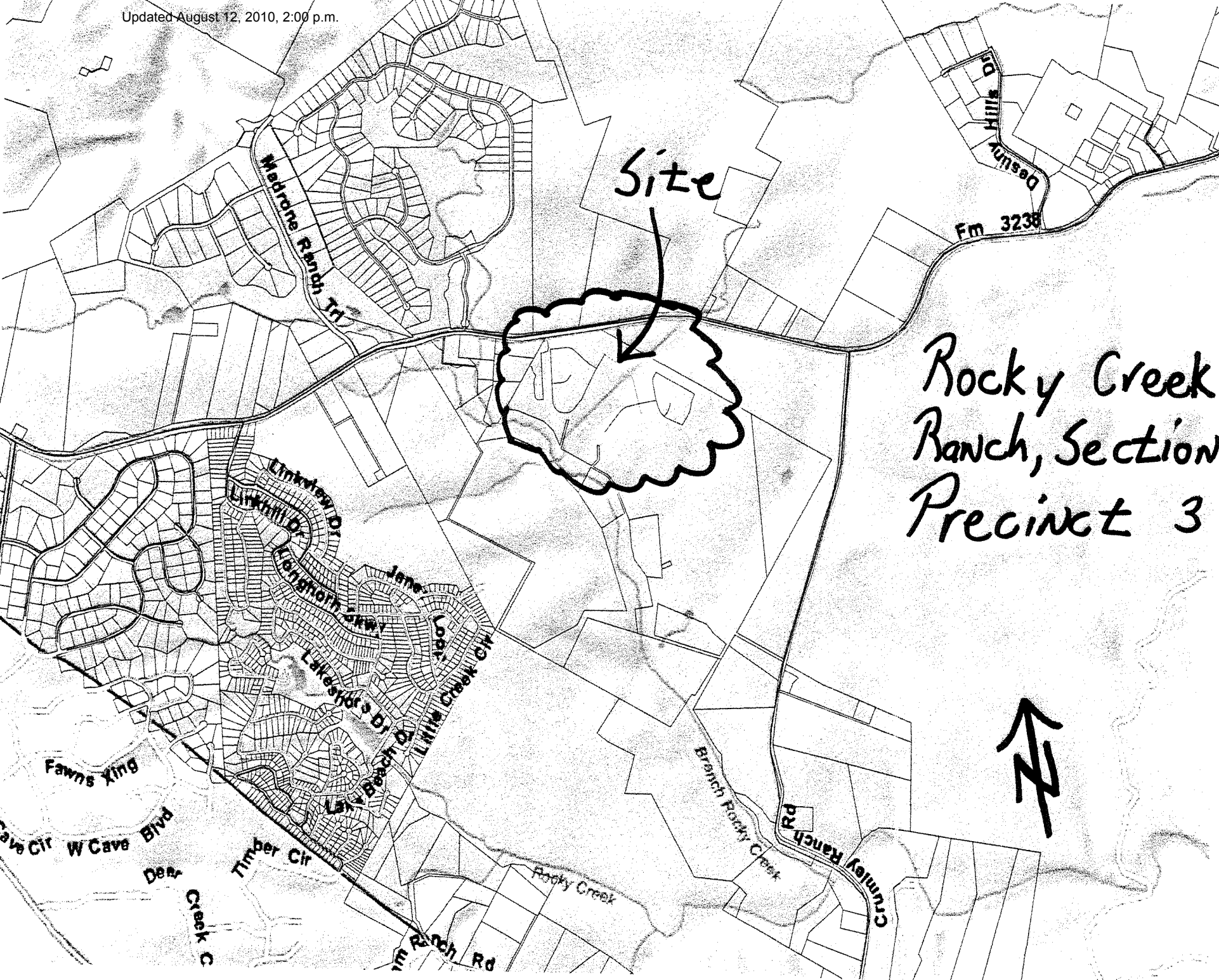


Castleberry Surveying, Ltd.
 3613 Wilshire Drive, Suite 903 - Georgetown, Texas 78626
 (512) 930-1800/(512) 930-9388 fax
www.castleberrysurveying.com

SHEET

OF

6



Rocky Creek
Ranch, Section 1.
Precinct 3

Item #

29

Travis County Commissioners' Court Agenda Request

Meeting Date: AUGUST 17, 2010

10 AUG 11 AM 9:51

I. A. Requestor: COMMISSIONER ECKHARDT Phone # 854-9222

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE ADOPTION OF THE TRAVIS COUNTY CODE STYLE GUIDE.

C. Sponsor: 
County Commissioner or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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

Chapter 2. Code Style and Formatting Guide

Contents:

Subchapter D. Style and Formatting of the Code 1

2.050	Purpose of Style and Formatting Guide 1
2.051	New Chapters 1
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This is not a real chapter.

This is an example of what a chapter would look like with the style & formatting applied.

Subchapter D. Style and Formatting of the Code

2.050 Purpose of Style and Formatting Guide

This style guide is to inform writers of the Code of the style approved by Commissioners Court for use in the Code.

2.051 New Chapters

- (a) Chapter names should identify the subject of the chapter concisely.
- (b) Avoid including the words "Travis County" in chapter names.
- (c) If the chapter has multiple subjects, consider breaking the chapter into several chapters. If that is not possible, use subchapters to separate multiple subjects within the chapter.

2.052 Readability

- (a) If possible, draft chapters by doing the following:

- (1) Use everyday words.
 - (2) Use short sentences
 - (3) Use active voice.
 - (4) Omit unnecessary words or characters.
 - (5) Avoid compound adverbs such as *herewith*, *herein*, and *heretofore*.
 - (6) If an acronym is used, define it when it is first used.
- (b) Helpful tools include *A Plain English Handbook* published online by the Securities and Exchange Commission and the *Texas Legislative Drafting Manual* published online by the Texas Legislative Council.

2.053 Capitalization and Punctuation

- (a) Use the Texas Legislative Council Drafting Manual as a guide for capitalization and punctuation. Otherwise, the rules of grammar and common usage prevail.
- (b) Capitalize "County" if it is used a substitute for "Travis County."
- (c) Always capitalize "Commissioners Court" and department names.
- (d) The first letter in all words in a defined word or phrase is capitalized.
- (e) Do not write text in all uppercase letters. Use title case for headings; otherwise use sentence case.

2.054 Personal Names

Use the positions title instead of the name of the person holding a position.

2.055 Forms, Tables and Exhibits

- (a) When appropriate, tables, forms, and exhibits are incorporated into the text of the chapter.
- (b) The form, table, or exhibit will be introduced as a section or appropriate division of a section and be numbered accordingly.

2.056 Formatting: Footnotes

- (a) Each chapter name should include a footnote that gives the reader information regarding the currency of the chapter. The footnotes are in 10-point Arial.
- (b) If the chapter is new, insert the footnote, "Chapter # was adopted on (date), item (#)."

- (c) If the chapter has been replaced, insert the footnote "Chapter # was replaced on (date), item (#)."
- (d) Amendments incorporated by Codifier
 - (1) If the Codifier has incorporated amendments, the Codifier will insert the footnote "Chapter # – amendments added through (date)."
 - (2) Each amendment that the Codifier incorporates should be marked with a footnote next to the section heading. The footnote should state "Section # was (added, replaced, or amended) on (date), item (#)."

2.057 Formatting: Document Description

Name and describe the chapter in Word under File, Properties, Summary to help Internet search engines find the chapter after it is in PDF format.

2.058 Formatting: Justification and Alignment

Text is aligned left justified, ragged right. Exception: the chapter name is centered and page numbers are right justified.

2.059 Formatting: Margins and Indentations

- (a) Margins are set at 1 inch on the top, bottom and both sides.
- (b) Indents and hanging indents, not tabs, are used to align text.

2.060 Formatting: Font

- (a) The color of the font is black. Exception: blue font used in the table of contents to show that the words are links.
- (b) Underlined text is used only for internal links.
- (c) Bold is used for the names and numbers of chapters, subchapters, and section headings.
- (d) Italics is used for subchapter headings, for emphasis, and for titles of published works.
- (e) Redline, strikeout, shadow, outline, embossed, engrave, and small capitalization and other specialty font types and text effects are not used. Superscripts are used to number footnotes.

2.061 Formatting: Numbering

The numbering and lettering within the Code shall be consistent with the following example:

Title I.

Subtitle A.

Chapter #. (Name)

Subchapter A.

ch#.001 Section Heading

(a) Subsection

(1) Paragraph

(2) Paragraph

(A) Subparagraph

(B) Subparagraph

(i) Subdivision

(ii) Subdivision

(b) Subsection

2.062 Formatting: Spacing

(a) Single spacing is used throughout the Code. Double spacing is not used.

(b) Line spacing for all body text is set at 14 point. For the table of contents, the line spacing is set at 3 point.

2.063 Formatting: Title Headings

(a) Title headings are aligned flush left.

(b) Title headings are 16-point regular Arial font.

(c) The spacing for title headings is set at 0 point before and 18 point after.

(d) Title headings are set at heading level 1.

2.064 Formatting: Subtitle Headings

- (a) A title with only one subtitle should not have any subtitle designation.
- (b) Subtitle headings are aligned flush left.
- (c) Subtitle headings are in 14-point regular Arial font.
- (d) The spacing for title headings is set at 0 point before and 18 point after.
- (e) Subtitle headings are set at heading level 2.

2.065 Formatting: Chapter Headings

- (a) Chapter headings are centered.
- (b) Chapter headings are in 14-point bold Arial font.
- (c) The spacing for chapter headings is set at 18 point before and 14 point after.
- (d) Chapter headings are set at heading level 3.

2.066 Formatting: Subchapter Headings

- (a) A chapter with only one subchapter should not have any subchapter designation.
- (b) Subchapter headings are aligned flush left.
- (c) Subchapter headings are in 11-point bold and Italicized Arial font.
- (d) The spacing for subchapter headings is set at 18 point before and 0 point after.
- (e) Subchapter headings are set a heading level 4.

2.067 Formatting: Section Headings

- (a) Sections are numbered sequentially throughout the chapter without regard to a change in subchapter unless sections are expressly reserved.
- (b) Section headings are aligned flush left.
- (c) Section headings are in 11-point bold Arial font.
- (d) The spacing for section headings are set at 18 point before and 0 point after.
- (e) Section headings are set at heading level 5.

2.068 Formatting: Section and Subsection Text

- (a) A section with only one subsection should not have any subsection designation. Subsection text is indicated by a lowercase letter encased in parenthesis.
- (b) All section text is aligned flush left. Indentation is set at 0 inches. Hanging indentation for subsections is set at 0.75 inches
- (c) All text at section level and below is in 12-point regular Arial font.
- (d) The spacing for section text is set at 6 point before and 6 point after. The spacing for subsection text is set at 6 point before and 3 point after.
- (e) Section and subsection text is set at body level.

2.069 Formatting: Paragraph and Subparagraph Text

- (a) A paragraph with only one subparagraph should not have any subparagraph designation. Paragraphs are indicated by an Arabic numeral encased in parenthesis. Subparagraphs are indicated by a capital letter encased in parenthesis.
- (b) All paragraph and subparagraph text is aligned flush left. Paragraph indentation is set at .75" from the left margin. Hanging indentation for paragraphs is set at 1.25" inches from the left margin.
- (c) Subparagraph indentation is set at 1.25" from left margin. Hanging indentions for subparagraphs is set at 1.75 inches from left margin.
- (d) Paragraph and subparagraph text is in 12-point regular Arial font.
- (e) The spacing for paragraphs is set at 6 point before and 0 point after. The spacing for subparagraphs and below is set at 3 point before and 3 point after.
- (f) Paragraph and subparagraph text is set at body level.

2.070 Formatting: Subdivision Text

- (a) Subdivisions of paragraphs are indicated with Roman numerals encased in parenthesis.
- (b) Subdivision text is aligned flush left. Indentation is set at 1.75" from the left margin. Hanging indentation for subdivisions is set at 2.25" inches from the left margin.
- (c) Subdivision text is in 12-point regular Arial font.
- (d) Spacing for subdivision text is set at 6 point before and 6 point after.

- (e) Subdivision text is set at body level.

2.071 Formatting: Borders, Shading and Columns

Borders, shading and columns are not used.

2.072 Formatting: Page Numbers

Use the format “page # of ##” at the bottom right of each page. Right align the page numbers.

2.073 Formatting: Table of Contents

- (a) The table of contents should be single-column, hyperlinked, and include page numbers.
- (b) Line spacing is set at 3 point.
- (c) The font is blue and set in 10-point Arial for subchapter headings and 9-point Arial for section headings.

Item #

30

Travis County Commissioners Court Agenda Request

Meeting Date: 08-17-2010

I. A. Requestor: Constable Ballesteros Phone # 854-9697

B. Specific Agenda Language:

Approval for Leander I.S.D. Interlocal Agreement requesting an additional SRO with Constable's Office Pct 2.

C. Sponsor: Eckhardt

County Commissioner or County Judge

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

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

Adan Ballesteros	854-9697

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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

From: Barbara Wilson
To: Edward Howell
Date: 7/16/2010 10:20 AM
Subject: Re: LISD Interlocal Agreement
Attachments: Interlocal Cooperation Agreement between Travis County, Texas, and the Leander Independent School Dis.DOC

Edward,

I have reviewed the contract you provided. When I looked on the County Attorney document management software, I found an earlier version of the agreement which Jim Connolly prepared. Because he is more familiar with the program, I am relying heavily on his work. When I read the document attached to your email the only differences I noted related to the number of deputies to be provided. Because Jim prepared most of your document and I did not find any obvious improvements to make, I am only commenting the two places in the document where the change from one to two deputies was not complete.

In the second line of II B, there was a reference to "this deputy" that I have changed to "these deputies" and in the Exhibit just before the total the word "in" did not seem to fit and was deleted. I am attaching a copy of the document that includes these changes.

With these two small changes, the document is ready to go.

Let me know if you would like further assistance with this before Jim returns.

Regards,

Barbara

>>> Edward Howell 7/12/2010 3:05 PM >>>
Barbara,

Lisa Schormann said that the next meeting is next week. She just wants to present this to the Board once so we can start the hiring process for the second SRO. Last year the process took longer than we had expected due to various corrections and approvals. I can't image your workload right now, but do I appreciate your willingness to help us if you can.

Edward C. Howell
Travis County Constable's Office
Precinct 2
Warrants Division Supervisor
Office:(512)854-4515
Fax:854-9196



INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY, TEXAS, AND
THE LEANDER INDEPENDENT SCHOOL DISTRICT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between the following parties: Travis County, Texas (the "COUNTY") and the LEANDER Independent School District (the "LISD").

WHEREAS, the LISD and COUNTY, acting through the Travis County Constable's Office of Precinct Two, desire to enter into an interlocal cooperation agreement pursuant to which Constable's deputies will be assigned to LISD campuses as School Resource Officers ("SRO's ") under the terms and conditions stated herein:

WHEREAS, the LISD and COUNTY have agreed to a cooperative approach in response to the problems with drugs and alcohol in which the SRO positions are an integral part;

NOW, THEREFORE, the COUNTY and the LISD agree as follows:

I.

A. The goals of this collaborative effort include, but are not limited to, the following:

1. Provide for the safety of students and staff;
2. Provide problem resolution and enforcement of laws when necessary;
3. Reduce delinquent behavior amongst youth in and around the schools;
4. Prevent and/or reduce incidents of school violence;
5. Form better communication between youth and law enforcement;
6. Establish officers as integral participants in planning efforts related to the Prevention, management, and follow-up efforts related to campus crime response and emergency response;
7. Establish officers as a resource and educational tool for campus / district staff on the recognition and consequences of criminal conduct;
8. Educate youth by providing relevant and informative educational programs.

B. All law enforcement officers, dispatchers and other personnel, who provide services pursuant to this interlocal cooperation agreement, are employees of the Constable, and the Constable shall maintain supervisory control and command over such employees. This Agreement shall not be construed to constitute an illegal restraint upon or delegation of the Constable's authority with regard to the performance of his/her duties and responsibilities under Texas law.

C. The Constable shall:

1. Engage in necessary law enforcement actions.
2. Provide for necessary officer supervision and training.



3. Provide, if desired, law enforcement related training to students by the officer in subjects agreed upon by Constable Office and LISD personnel.
4. Provide for replacement officers for those times when the primary officer assigned pursuant to this Agreement is absent due to extended sick time, vacation time, FMLA, Workers' Compensation, etc. Routine absences may not be covered due to staffing demands within the Constable's Office.

D. Each SRO is responsible for and subject to the following:

1. Reports to the campus / district administrator and is subject to assignments and duties and calendar as agreed upon by the campus / district administrator and the Constable.
2. Notify the campus / district administration in advance, when possible, regarding absences, court appearances and training.
3. During duty hours remain on school campus and attend to school activities.
4. Responses to local area law enforcement calls are to be limited to extreme emergencies and observation of criminal acts. Notification of campus administrators will be made upon departure and return when responding to local calls, circumstances permitting.
5. Provide the campus / district administration with a copy of activity reports weekly and monthly. This data will then be forwarded to the Constable's Office for compilation and reporting.
6. Attend campus meetings, briefings and training as requested by the campus / district administration.
7. Assist with the coordination of security for major school events and extracurricular activities.
8. Assist school officials in drills and simulations related to crises management, emergency response and threat mediation.
9. Perform duties consistent with law enforcement including administrative reports and duties, classroom visits and presentations, traffic enforcement and direction, security monitoring and consulting, investigation of campus crimes, parking lot monitoring, etc.
10. Participate in school safe behavior programs as appropriate.
11. Maintain confidentiality as it relates to student privacy under the Family Educational Rights and Privacy Act (FERPA).

II.

A. LISD agrees to pay COUNTY, FIFTEEN THOUSAND ONE HUNDRED SIXTY-FIVE AND 35/100 DOLLARS (\$15,165.35) for two deputies per month for services rendered by the Constable's Office pursuant to this Agreement, calculated in accordance with the itemization of costs of providing the required services set forth in Exhibit "A" which is attached hereto and made a part hereof. Services will be provided from August 15 through June 15 of each year. Any services rendered outside of these

dates will be paid at the deputy's daily rate of pay. Payment for services shall be on a monthly basis, with the months of August and June billed at half the regular monthly rate. The monthly charge includes "straight time" pay only; it does not include overtime pay required when an SRO officer works more than 40 hours in a week pursuant to this Agreement. LISD shall pay for services rendered by the COUNTY from current revenue funds available to LISD.

B. It is contemplated that TWO (2) full-time deputies will be assigned to provide the law enforcement services described herein and that these deputies shall be assigned to areas as agreed upon by the Constable's Office and the LISD.

C. In addition to the monthly charge set out in section A above, LISD will be responsible for any overtime charges associated with the provision of services under this Agreement in accordance with the rates set forth in Exhibit "A".

D. LISD shall pay the COUNTY at the rates set forth in Exhibit "A" for the accrual time spent by any substitute deputy as if they were the standard assigned deputy.

E. COUNTY shall invoice LISD monthly for the services rendered and the LISD shall pay COUNTY for the services rendered within thirty (30) days of the date the invoice is received by LISD.

F. The Parties acknowledge that the cost to the COUNTY of providing the services described herein may change over time. Hence, the Parties agree that the COUNTY may change the monthly compensation rates stated in this section II by giving LISD a written Notice of Rate Change delivered in accordance with section IV.B at least sixty (60) days prior to the effective date of the rate change. Such Notice of Rate Change shall include an itemization of costs as set for the in Exhibit "A". If LISD does not desire to continue to receive services at the rates stated in the Notice of Rate Change, it may terminate this Agreement prior to the effective date of the rate change by giving the COUNTY written notice delivered in accordance with section IV.B. If LISD does not terminate this Agreement, LISD will be deemed to have accepted the rate change and shall pay the rates states in the Notice of Rate Change for any services provided by the Constable's Office pursuant to this Agreement on or after the effective date of the rate change.

III.

A. Initial Term. The Initial Term of this Agreement shall commence on the date of execution and shall continue in full force and effect through August 14, 20____ unless sooner terminated by either party in accordance with this Agreement.

B. Renewal Terms. Subject to continued funding, this Agreement shall thereafter automatically renew each August 15 for subsequent one (1) year periods.

C. Termination. Either party may terminate this Agreement for any reason by giving the other party written notice at least thirty (30) days prior to the effective date of termination.

IV.

A. This is the entire Agreement between the COUNTY and the LISD. No other agreements, statements, or promises relating to the subject matter of this Agreement where are not contained herein shall be valid or binding. This agreement may not be amended, except in writing signed by both parties. NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO ALTER, AMEND OR MODIFY THE TERMS OF THIS CONTACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

B. All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

COUNTY: Constable Adan Ballesteros (or successor)
Constable, Precinct Two
10409 Burnet Road, Suite 150
Austin, Texas 78758

LISD: Dr. Bret Champion (or successor)
Post Office Box 218
Leander, Texas 78646

C. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: _____
Honorable Samuel T. Biscoe
Travis County Judge

Date

By: Adan Ballesteros
Constable Adan Ballesteros
Constable, Precinct Two

08/09/10
Date

LEANDER ISD:

By: Bret A. Champion

Name: Bret A Champion

Title: Superintendent

Date: 08/05/10

EXHIBIT "A"

I. The cost of providing 2 full-time deputies is \$15,165.34 per month, calculated on the basis of the following annual costs totaling \$151,653.54 for two deputies, effective as of the date of this agreement:

- A. Salary - \$126,152.04 for two deputies, including a base salary of \$46,322.02 and a benefit package of \$16,754 per deputy.
- B. Indirect Personnel Costs - \$4406.46, based on 3.5% of base salaries of two deputies, includes administrative costs of payroll, personnel, fiscal, training, and computer support totaling \$2,203.23 per deputy.
- C. Supplies: \$8395.04 for two deputies, including cost of uniforms, weapons and office supplies totaling \$4,197.52 per deputy.
- D. Vehicles: \$36,600.00 for a new vehicle, including purchase price of vehicle and associated equipment annualized over six years at the rate of \$6,100 per year.
- E. Vehicle Maintenance: \$6,600.00 annually for two vehicles, including fuel, lubricants, and routine maintenance.
- F. All unexpected costs related to fuel prices will be incurred by LISD.

II. If an extra deputy is required on a temporary basis, LISD shall reimburse Travis County at the following rates: Straight time rate of \$30.26 and an overtime rate of \$45.40 an hour.

III. If an extra patrol vehicle is required on a temporary basis, LISD shall reimburse the County \$20 per hour for the use of the patrol vehicle.

34

Travis County Commissioners Court Agenda RequestVoting Session 08/17/10
(Date)Working Session 08/17/10
(Date)I. A. Request made by: COUNTY ATTORNEY AJN Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

RECEIVE BRIEFING FROM COUNTY ATTORNEY AND AUTHORIZE COUNTY ATTORNEY TO ACCEPT, REJECT OR COUNTER SETTLEMENT OFFER AND/OR TAKE APPROPRIATE ACTION IN MATTHEW DOOLITTLE VS. JOHN CHARLES LOUGHRAN, INDIVIDUALLY AND AS REPRESENTATIVE OF THE TRAVIS COUNTY SHERIFF'S OFFICE, TRAVIS COUNTY SHERIFF'S OFFICE, AND TRAVIS COUNTY, (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B)).

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

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

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

Sheriff Greg Hamilton, TCSO, 854-9788
Dan Mansour, Risk Management, 854-9499

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 AUG 11 PM 2:47

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

C3Travis County Commissioners Court Agenda RequestVoting Session 08/17/10
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Approve setting a public hearing date for September 14, 2010, to receive comments on a revised plat for recording in Precinct 3: Red Wagon Ranchettes, Section 2, Revised Portion of Lot 12, Lot 12, Block B (Short form plat – 1 Lot – 1.923 acres – Trails End Road – No fiscal required with Travis County – Sewage service to be provided by On-Site Septic – City of Jonestown ETJ).

C. Approved by:

Karen Huber
Commissioner Karen Huber, Precinct 3

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

ABJ Anna Bowlin: 854-7561

Joe Arriaga: 854-7562

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 CLERK'S OFFICE
10 AUG 11 AM 8:50

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

July 23, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Manager, Development Services

SUBJECT: Red Wagon Ranchettes, Section 2, Revised Portion of Lot 12, Lot 12,
Block B, Precinct 3

PROPOSED MOTION:

Approve setting a public hearing date for September 14, 2010, to receive comments on a revised plat for recording in Precinct 3: Red Wagon Ranchettes, Section 2, Revised Portion of Lot 12, Lot 12, Block B (Short form plat – 1 Lot – 1.923 acres – Trails End Road – No fiscal required with Travis County – Sewage service to be provided by On-Site Septic – City of Jonestown ETJ).

SUMMARY AND STAFF RECOMMENDATION:

The owner of this property wishes to resubdivide a portion of Lot 12 to create an additional lot and to make the lot a legal lot. The owner already has a house built on the property and is intending to make this property a legal lot. Parkland fees are not applicable to this subdivision. There are no new linear feet of roadway being proposed. The proposed subdivision complies with the existing deed restrictions regarding land use.

As this revised plat meets all Travis County subdivision standards and has been approved by the City of Jonestown and barring any new information; TNR staff recommends approval of the plat.

ISSUES:

Staff has not received any calls from anyone on this revised plat.

BUDGETARY AND FISCAL IMPACT:

None.

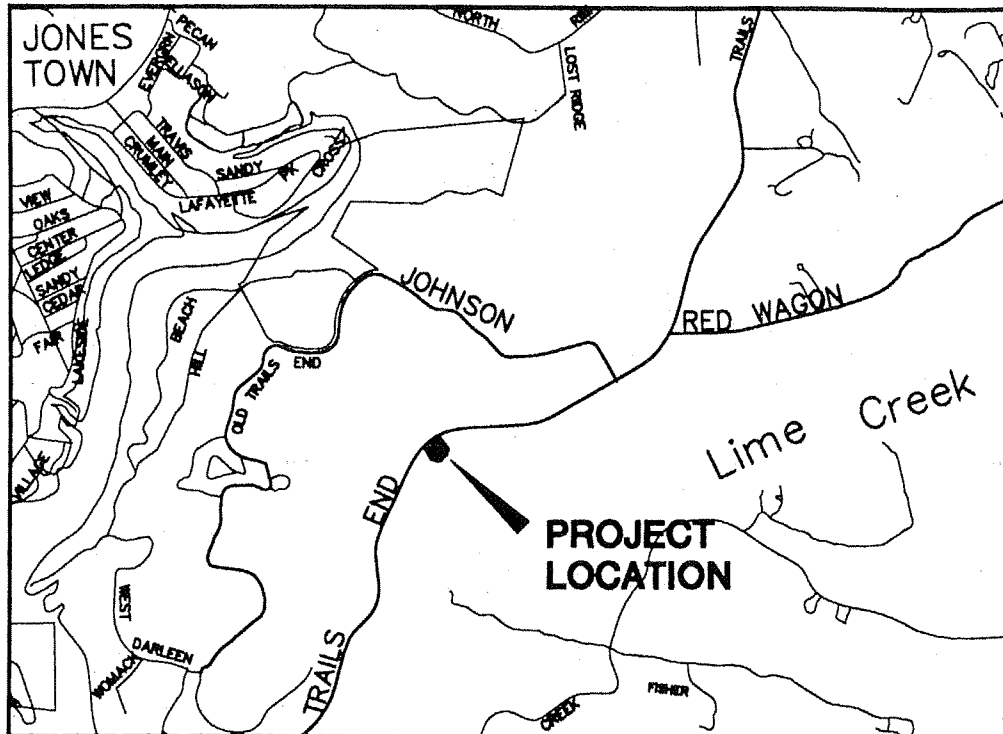
REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map, Plat

AMB: JLA/0410



LOCATION MAP
(N.T.S.)

50 100

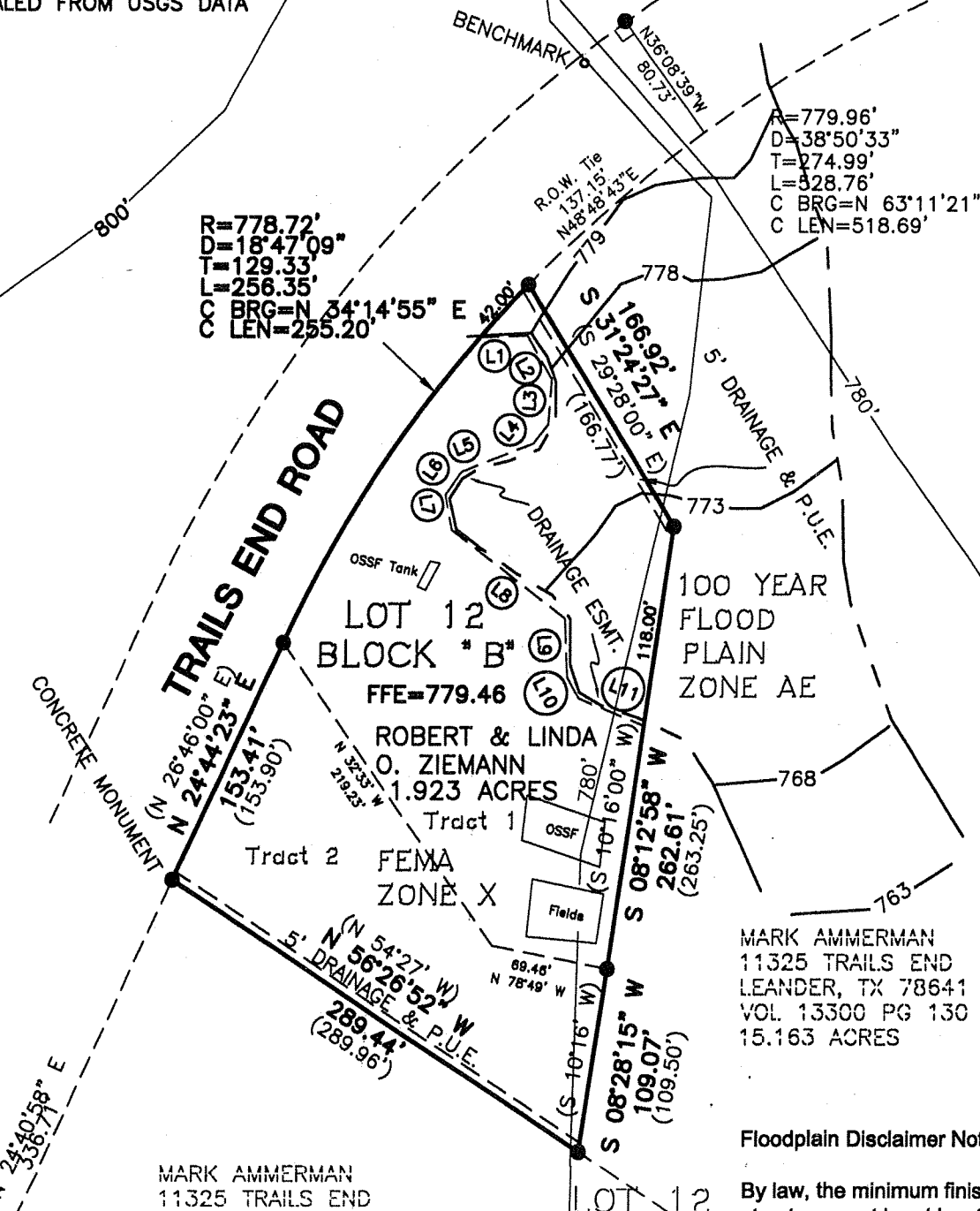
APPROXIMATE
IN FEET

UND

RIC
NCE
ES SHOWN HEREON
OBTAINED FROM USGS DATA

DRAINAGE EASEMENT

LINE	BEARING	DISTANCE
L1	N 88°01'39" E	27.64'
L2	N 29°50'27" W	29.32'
L3	N 03°49'01" E	26.96'
L4	N 37°46'05" E	14.06'
L5	N 68°17'51" E	45.58'
L6	N 34°24'03" E	16.52'
L7	S 10°53'31" E	20.98'
L8	N 52°13'52" W	84.91'
L9	N 02°28'28" W	34.59'
L10	S 29°12'58" E	13.97'
L11	N 67°27'14" W	41.95'

Proposed
Subd.

NOTES:

1. WATER S
2. ELECTRIC
3. TELEPHONE
4. THIS TR
5. ELEVATION
END RO
48453C
6. NO LOT
COMMUNI
7. NO LOT
WITH TRA
8. ALL PRO
NOTIFICA
MANAGEM
9. THIS SUI
10. THIS SL
RECORDS
11. ALL DR
12. NO OBJ
EXCEPT /

Floodplain Disclaimer Note:

By law, the minimum finished floor elevation (FFE) of any habitable structure must be at least one foot above the 100-year floodplain. C...

Original Subd.

SEPTIC TANK
Each house
to a septic tank

EASEMENTS:
Five (5) feet of
division is dea

RECAPITULATE:
150.39 acres
147.01 acres
50.07 acres
98.93 acres
84.72 acres
531.12 Total a

Survey Comple

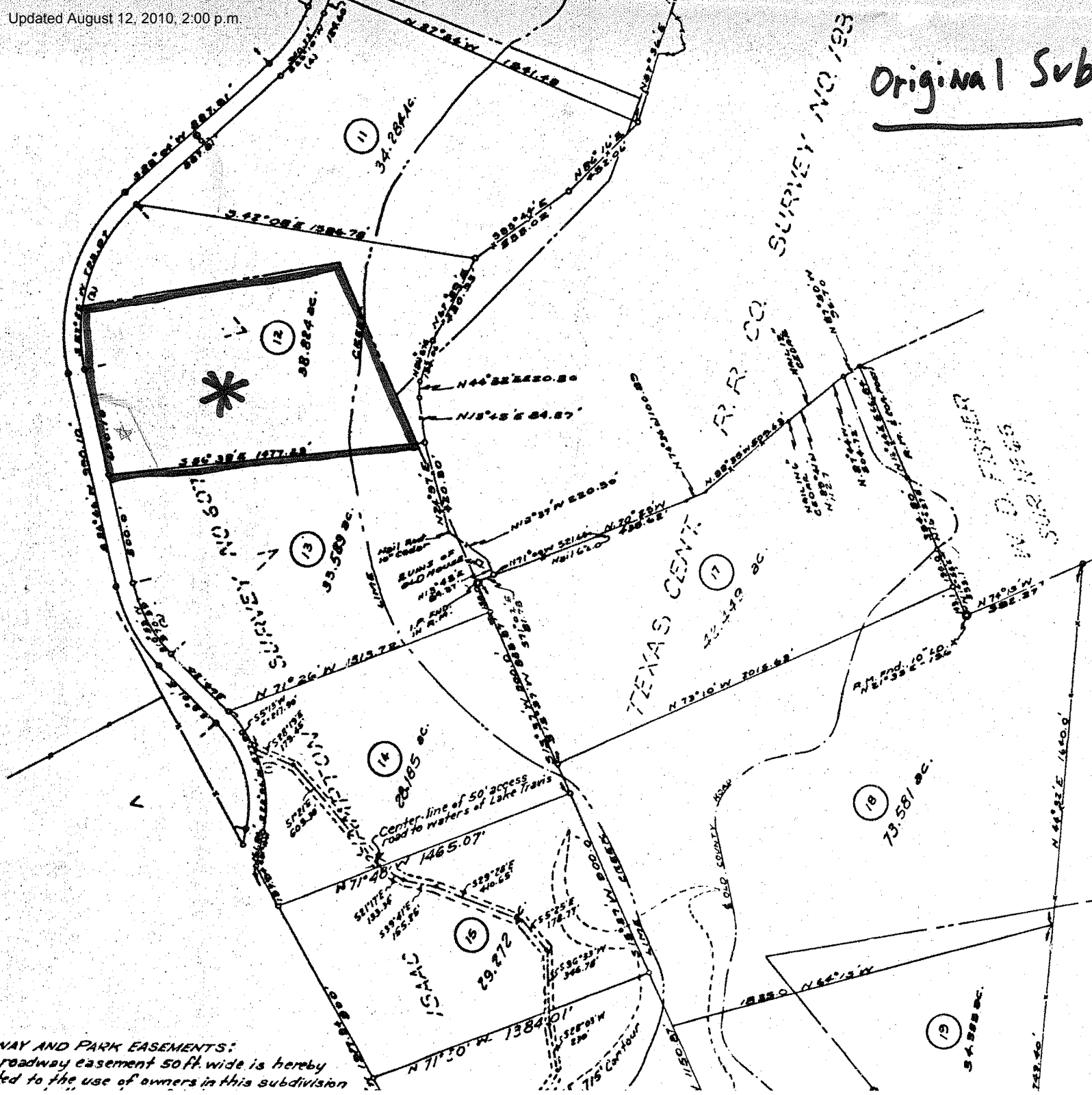
By: Claude F. 130
Reg. Public Sur

THE STATE OF TEXAS
COUNTY OF TRAVIS
I, Miss Emilie L.
on the 24 day of
an order authorizing
duly entered in the
WITNESS MY HAND
Miss Emilie L.
By: Stuart

THE STATE OF TEXAS
COUNTY OF TRAVIS
I, Miss Emilie L.
aforesaid, do hereby
authentication was
o'clock A.M. and of s
plat Records of s
WITNESS MY HAND
Miss Emilie L.
By: Clara
Deputy

FILED FOR
at 10:15 o'clock
Miss Emilie

ROADWAY AND PARK EASEMENTS:
A roadway easement 50 ft. wide is hereby
dedicated to the use of owners in this subdivision



TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session August 17, 2010 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Directors meetings of May 25, June 1, June 8, June 15, June 29, July 13 and July 27, 2010.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, MAY 25, 2010**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, May 25, 2010, at 1:38 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Margaret Gomez, Secretary was absent.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE PAYMENT TO TRAVIS COUNTY FOR ACCOUNTING AND ADMINISTRATIVE SERVICES.

The Board heard from: Harvey L. Davis, Manager

Motion: Director Eckhardt moved to approve the request.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	absent
Director Davis	yes

Staff Note: The payment is \$649.00.

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE A LETTER TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS REQUESTING AN EXTENSION OF THE 100%-FUNDS-COMMITTED DEADLINE OF THE NEIGHBORHOOD STABILIZATION PROGRAM FROM MAY 31, 2010 TO JULY 31, 2010.

The Board heard from: Harvey Davis, Manager and Mike Gonzalez, Sr. Financial Analyst

Motion: Director Eckhardt moved to approve the letter
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	absent
Director Davis	yes

Staff Note:

The approval includes authorization for President Biscoe to sign the letter.

ADJOURN

The meeting was adjourned at 1:41 p.m.

Ron Davis, Assistant Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, JUNE 1, 2010**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, June 1, 2010, at 1:39 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Margaret Gomez, Secretary was absent.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE CONTRACT FOR TRAVIS COUNTY TO PERFORM ADMINISTRATIVE, ACCOUNTING AND CLERICAL SERVICES FROM OCTOBER 1, 2010 TO SEPTEMBER 30, 2011.

The Board heard from: Harvey L. Davis, Manager

Motion: Director Biscoe moved to approve the contract.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	absent
Director Davis	yes

Staff Note: The cost for FY-11 is \$175,228.

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MINUTES OF BOARD OF DIRECTORS MEETINGS OF APRIL 27, MAY 4 AND MAY 11, 2010.

The Board heard from: Harvey Davis, Manager and Mike Gonzalez, Sr.
Financial Analyst

Motion: Director Huber moved to approve the minutes
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	absent
Director Davis	yes

3. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE A LETTER TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS REQUESTING AN AMENDMENT IN THE PROGRAM DESIGN OF THE NEIGHBORHOOD STABILIZATION PROGRAM.

The Board heard from: Harvey Davis, Manager; Mike Gonzalez, Sr. Financial Analyst; and Michael Willard, Executive Director, Austin Habitat

Motion: Director Biscoe moved to approve the letter and to authorize President Biscoe to sign the letter.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	absent
	Director Davis	yes

Staff Note: The letter requests a change in use of \$951,000 of NSP funds from home buyer assistance to redevelopment so the funds can be used by Austin Habitat.

ADJOURN

The meeting was adjourned at 2:07 p.m.

Ron Davis, Assistant Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, JUNE 8, 2010**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, June 8, 2010, at 12:15 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Margaret Gomez, Secretary was absent.

- 1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE RELEASE OF LIEN ON A HOME DOWN PAYMENT ASSISTANCE LOAN, AND REIMBURSEMENT PAYMENT TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS DUE TO REPAYMENT IN FULL OF A HOME DOWN PAYMENT ASSISTANCE LOAN.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Huber moved to approve the release of lien and reimbursement payment.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	absent
Director Davis	yes

Staff Note: The reimbursement amount is \$1,674.

ADJOURN

The meeting was adjourned at 12:16 p.m.

Ron Davis, Assistant Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, JUNE 15, 2010**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, June 15, 2010, at 1:52 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Margaret Gomez, Secretary was absent.

1. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE AN INVOICE FROM KROLL FACTUAL DATA.

The Board heard from: Mike Gonzalez, Sr. Financial Analyst

Motion: Director Davis moved to approve the invoice.
Director Eckhardt seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	absent
	Director Davis	yes

Staff Note: The invoice amount is \$285.37.

ADJOURN

The meeting was adjourned at 1:53 p.m.

Ron Davis, Assistant Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, JUNE 29, 2010**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, June 29, 2010, at 1:44 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Margaret Gomez, Secretary was absent.

- 1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO NOTIFY THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS THAT UNSPENT NEIGHBORHOOD STABILIZATION PROGRAM FUNDS WILL NOT BE USED BY THE CORPORATION FOR HOMEBUYER ASSISTANCE PROJECTS.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Davis moved to approve the request.
Director Eckhardt seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	absent
	Director Davis	yes

Staff Note: The estimated unspent funds are \$960,000. Austin Habitat plans to contract directly with TDHCA to use these funds.

ADJOURN

The meeting was adjourned at 1:47 p.m.

Ron Davis, Assistant Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, JULY 13, 2010**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, July 13, 2010, at 1:41 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; and Ron Davis, Assistant Secretary. Karen Huber, Treasurer; and Margaret Gomez, Secretary were absent.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MODIFICATION NO. 1 TO CONTRACT WITH THE OUTSIDE AUDITOR, LOCKART, ATCHLEY & ASSOCIATES, L.L.P.

The Board heard from: Harvey L. Davis, Manager

Motion: Director Eckhardt moved to approve the request.
Director Davis seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	absent
Director Gomez	absent
Director Davis	yes

Staff Note: The modification is an engagement letter prepared by the auditor.

2. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE INVOICES FROM SAGE REALTY CONSULTANTS.

The Board heard from: Harvey L. Davis, Manager

Motion: Director Eckhardt moved to approve the request.
Director Biscoe seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	absent
Director Gomez	absent
Director Davis	yes

Staff Note: The invoices total \$1,350.

ADJOURN

The meeting was adjourned at 1:43 p.m.

Ron Davis, Assistant Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, JULY 27, 2010**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, July 27, 2010, at 12:54 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Sarah Eckhardt, Vice President; and Margaret Gomez, Secretary were absent.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE CHANGES TO THE PROGRAM DESIGN OF THE 2008 HOMEBUYER ASSISTANCE PROGRAM.

The Board heard from: Mike Gonzalez, Sr. Financial Analyst

Motion: Director Huber moved to approve the request.
Director Davis seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	absent
Director Huber	yes
Director Gomez	absent
Director Davis	yes

Staff Note: The request is for a 90-day extension

2. CONSIDER AND TAKE APPROPRIATE ACTION ON PLAN TO CLOSE ON THE REMAINING HOMEBUYERS BEING ASSISTED WITH THE TEXAS NEIGHBORHOOD STABILIZATION PROGRAM.

The Board heard from: Mike Gonzalez, Sr. Financial Analyst

Motion: Director Biscoe moved to approve the request.
Director Davis seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	absent
Director Huber	yes
Director Gomez	absent
Director Davis	yes

Staff Note: The plan allows the Corporation to fund two mortgages that will be acquired and reimbursed by TDHCA.

ADJOURN

The meeting was adjourned at 12:56 p.m.

Ron Davis, Assistant Secretary

RECEIVED
COUNTY JUDGE'S OFFICE
TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST
TO AGENDA BOARD 11

Work Session _____ Voting Session August 17, 2010 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action to approve an invoice from Kroll Factual Data.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION



AGENDA MEMO

To: TCHFC Board of Directors
From: Miguel Gonzalez, Sr. Financial Analyst
Date: August 17, 2010
Re: Consider and possible action on an invoice from Kroll Factual Data.

Required Action

Approve attached invoice from Kroll Factual Data for a total of \$22.88 related to credit reporting services in conjunction with our NSP program.

Background

On November 4, 2009 the Board authorized staff to enter into an agreement for credit report services from Kroll Factual Data as required by Texas Department of Housing and Community Affairs for our Neighborhood Stabilization Program.

Credit reporting costs are reimbursable under the rules of the Neighborhood Stabilization Program, even for applicants who ultimately do not qualify. We will be invoiced monthly by Factual Data for only the services used.

Recommendation

Staff has reviewed the invoice and recommends approval and payment of the invoice presented by Kroll Factual Data in the amount of \$22.88.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Director
Harvey Davis, Manager
Leigh Ann Sledge, Sr. Financial Analyst

Updated August 12, 2010, 2:00 p.m.
KROLL FACTUAL DATA
5200 HAHNS PEAK DR
LOVELAND CO 80538

KROLL

Factual Data

Statement/Invoice

RETURN SERVICE REQUESTED

10 AUG -9 AM 11:02

PHONE: 800-255-2901

FAX: 970-663-7178

www.krollfactualdata.com

TRAVIS COUNTY HOUSING FINANCE CORPORATION
ATTN: ACCOUNTS PAYABLE
314 W 11TH STREET SUITE 540
AUSTIN TX 78701

TRAVIS COUNTY
PLANNING & BUDGET

Statement Date	07/31/2010
Account Number	4406HU1842
Invoice Number	4406HU18420710
Balance Due	\$22.88

Date	Units	Item	Amount	Adjustments	Balance
07/31/2010		Prior Balance	\$0.00	\$0.00	\$0.00
07/31/2010	1	Equifax Legislative Recovery Fee - Joint	\$46	\$0.00	\$46
07/31/2010	1	Experian Legislative Recovery Fee - Joint	\$46	\$0.00	\$92
07/31/2010	1	Factualid Mortgage - Joint	\$2.00	\$0.00	\$2.92
07/31/2010	1	Merged Credit Reports - Joint	\$19.50	\$0.00	\$22.42
07/31/2010	1	Transunion Legislative Recovery Fee - Joint	\$46	\$0.00	\$22.88

Current	1 - 30	31 - 60	61 - 90	Over 90	Total
\$22.88	\$0.00	\$0.00	\$0.00	\$0.00	\$22.88

Please return bottom portion with your payment (Allow 7-10 days for postal delivery)

STATEMENT DATE ACCOUNT NUMBER
07/31/2010 4406HU1842

ATTENTION PHONE INVOICE NUMBER
512-854-4743 4406HU18420710

AMOUNT ENCLOSED

\$ _____

PLEASE PAY THIS AMOUNT

\$22.88

Terms net thirty (30) days.

Please write your account number on your check.

Make check payable to:
KROLL FACTUAL DATA

REMIT TO:

KROLL FACTUAL DATA
PO BOX 731018
DALLAS TX 75373



4406HU1842071000000002288

Agenda Item No. _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session August 17, 2010 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve Resolution amending authorized representatives to perform transactions with TexPool.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

DATE: August 17, 2010
TO: Board of Directors
FROM: Harvey L. Davis, Manager
RE: TexPool Authorized Representatives

The purpose of this agenda item is to designate the following as personnel authorized to invest Corporation funds:

Harvey L. Davis, Manager
Deborah Laudermilk, Investment Manager
Leroy Nellis, Budget Director

Mike Gonzaelez is added as an authorized representative to perform only inquiry.

Summary:

Due to the retirement of Mary Mayes as Investment Manager, Travis County Housing Finance Corporation has only two representatives authorized to conduct investment business with TexPool. The attached Resolution adds Deborah Laudermilk as an authorized representative.

cc: Cliff Blount



RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, Travis County Health Facilities Development Corporation - 22739

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

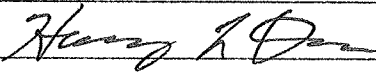
WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ *Texpool Prime*"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

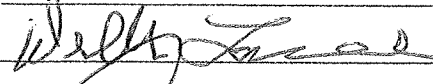
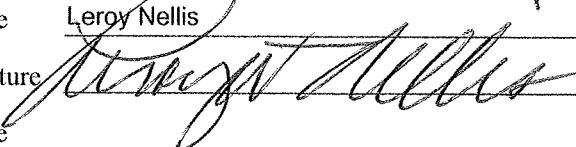
- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / *TexPool Prime* and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / *TexPool Prime* account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name	<u>Harvey L. Davis</u>	Title	<u>Manager</u>
Signature	<u></u>	Phone Number	<u>512-854-4743</u>

ORIGINALS REQUIRED

TEX – REP

2. Name Deborah Laudermilk Title Investment Manager
Signature  Phone Number 512-854-9779
3. Name Leroy Nellis Title Budget Director
Signature  Phone Number 512-854-9066
4. Name _____ Title _____
Signature _____ Phone Number _____

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Harvey L. Davis
Email harvey.davis@co.travis.tx.us Fax Number 512-854-4210

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name Miguel Gonzalez Title Senior Financial Analyst

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 17th day August, 20 10.

NAME OF PARTICIPANT: Travis County Health Facilities Development Corporation

BY: _____
Signature

Printed Name

President

Title

ATTEST: _____
Signature

Printed Name

Assistant Secretary

Title

This document supersedes all prior Authorized Representative designations.

ORIGINALS REQUIRED

TEX – REP



RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, Travis County Housing Finance Corporation - 22742

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and


WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool *Prime*"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

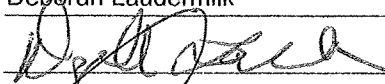
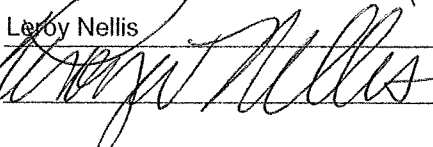
- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool *Prime* and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool *Prime* account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name	<u>Harvey L. Davis</u>	Title	<u>Manager</u>
Signature	<u></u>	Phone Number	<u>512-854-4743</u>

ORIGINALS REQUIRED

TEX – REP

2. Name	<u>Deborah Lauder milk</u>	Title	<u>Investment Manager</u>
Signature		Phone Number	<u>512-854-9779</u>
3. Name	<u>Leroy Nellis</u>	Title	<u>Budget Director</u>
Signature		Phone Number	<u>512-854-9066</u>
4. Name	_____	Title	_____
Signature	_____	Phone Number	_____

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name	<u>Harvey L. Davis</u>	Fax Number	<u>512-854-4210</u>
Email	<u>harvey.davis@co.travis.tx.us</u>		

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name	<u>Miguel Gonzalez</u>	Title	<u>Senior Financial Analyst</u>
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D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 17th day August, 20 10.

NAME OF PARTICIPANT: Travis County Housing Finance Corporation

BY: _____

Signature _____

Printed Name _____

President _____

Title _____

ATTEST: _____

Signature _____

Printed Name _____

Assistant Secretary _____

Title _____

This document supersedes all prior Authorized Representative designations.

ORIGINALS REQUIRED

TEX – REP

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session August 17, 2010 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meetings of June 1, June 8, and July 13, 2010.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, JUNE 1, 2010**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, June 1, 2010, at 2:08 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Margaret Gomez, Secretary was absent.

- 1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE CONTRACT FOR TRAVIS COUNTY TO PERFORM ADMINISTRATIVE, ACCOUNTING AND CLERICAL SERVICES FROM OCTOBER 1, 2010 TO SEPTEMBER 30, 2011.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Biscoe moved to approve the invoice
Director Davis seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	absent
Director Davis	yes

Staff Note: The payment for FY-11 will be \$55,000.00.

ADJOURN

The meeting was adjourned at 2:10 p.m.

Ron Davis, Assist. Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, JUNE 8, 2010**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, June 8, 2010, at 12:16 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Margaret Gomez, Secretary was absent.

**1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO
APPROVE TWO INVOICES FROM THE WELLNESS BUDGET.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Huber moved to approve the invoices.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	absent
Director Davis	yes

Staff Note: The two invoices total \$1,025.01.

ADJOURN

The meeting was adjourned at 12:17 p.m.

Ron Davis, Assist. Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, JULY 13, 2010**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, July 13, 2010, at 1:39 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; and Ron Davis, Assistant Secretary. Karen Huber, Treasurer; and Margaret Gomez, Secretary were absent.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MODIFICATION NO. 1 TO CONTRACT WITH THE OUTSIDE AUDITOR, LOCKART, ATCHLEY & ASSOCIATES, L.L.P.

The Board heard from: Harvey L. Davis, Manager

Motion: Director Biscoe moved to approve the modification.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	absent
Director Gomez	absent
Director Davis	yes

Staff Note: The modification is the auditor's engagement letter.

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE THREE INVOICES FROM THE WELLNESS BUDGET.

The Board heard from: Harvey L. Davis, Manager

Motion: Director Davis moved to approve the invoices.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	absent
Director Gomez	absent
Director Davis	yes

Staff Note: The invoices total \$477.45

ADJOURN

The meeting was adjourned at 1:41 p.m.

Ron Davis, Assist. Secretary

TRAVIS COUNTY DEVELOPMENT AUTHORITY
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

Work Session _____ Voting Session August 17, 2010 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meetings of June 1, and July 13, 2010.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, JUNE 1, 2010**

A regular meeting of the CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, June 1, 2010, at 2:08 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Margaret Gomez, Secretary was absent.

- 1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE CONTRACT FOR TRAVIS COUNTY TO PERFORM ADMINISTRATIVE, ACCOUNTING AND CLERICAL SERVICES FROM OCTOBER 1, 2010 TO SEPTEMBER 30, 2011.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Biscoe moved to approve the invoice
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	absent
	Director Davis	yes

ADJOURN

The meeting was adjourned at 2:10 p.m.

Ron Davis, Assist. Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
HELD ON TUESDAY, JUNE 1, 2010**

A regular meeting of the CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, June 1, 2010, at 2:08 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Margaret Gomez, Secretary was absent.

- 1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE CONTRACT FOR TRAVIS COUNTY TO PERFORM ADMINISTRATIVE, ACCOUNTING AND CLERICAL SERVICES FROM OCTOBER 1, 2010 TO SEPTEMBER 30, 2011.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Biscoe moved to approve the invoice
Director Davis seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	absent
Director Davis	yes

Staff Note: The payment for FY-11 will be \$500.00.

ADJOURN

The meeting was adjourned at 2:10 p.m.

Ron Davis, Assist. Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE
CORPORATION
HELD ON TUESDAY, JUNE 1, 2010**

A regular meeting of the TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION Board of Directors was held on Tuesday, June 1, 2010, at 2:08 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Margaret Gomez, Secretary was absent.

- 1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE CONTRACT FOR TRAVIS COUNTY TO PERFORM ADMINISTRATIVE, ACCOUNTING AND CLERICAL SERVICES FROM OCTOBER 1, 2010 TO SEPTEMBER 30, 2011.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Biscoe moved to approve the invoice
Director Davis seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	absent
Director Davis	yes

Staff Note: The payment for FY-11 will be \$1,000.00.

ADJOURN

The meeting was adjourned at 2:10 p.m.

Ron Davis, Assist. Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY DEVELOPMENT AUTHORITY
HELD ON TUESDAY, JUNE 1, 2010**

A regular meeting of the TRAVIS COUNTY DEVELOPMENT AUTHORITY Board of Directors was held on Tuesday, June 1, 2010, at 2:08 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Margaret Gomez, Secretary was absent.

- 1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE CONTRACT FOR TRAVIS COUNTY TO PERFORM ADMINISTRATIVE, ACCOUNTING AND CLERICAL SERVICES FROM OCTOBER 1, 2010 TO SEPTEMBER 30, 2011.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Biscoe moved to approve the invoice
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	absent
	Director Davis	yes

ADJOURN

The meeting was adjourned at 2:10 p.m.

Ron Davis, Assist. Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, JULY 13, 2010**

A regular meeting of the CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, July 13, 2010, at 1:41 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; and Ron Davis, Assistant Secretary. Karen Huber, Treasurer; and Margaret Gomez, Secretary were absent.

**1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO
APPROVE MODIFICATION NO. 1 TO CONTRACT WITH THE
OUTSIDE AUDITOR, LOCKART, ATCHLEY & ASSOCIATES, L.L.P.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Eckhardt moved to approve the request.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	absent
	Director Gomez	absent
	Director Davis	yes

Staff Note: The modification is an engagement letter prepared by the auditor.

ADJOURN

The meeting was adjourned at 1:43 p.m.

Ron Davis, Assist. Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY DEVELOPMENT AUTHORITY
HELD ON TUESDAY, JULY 13, 2010**

A regular meeting of the TRAVIS COUNTY DEVELOPMENT AUTHORITY Board of Directors was held on Tuesday, July 13, 2010, at 1:41 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; and Ron Davis, Assistant Secretary. Karen Huber, Treasurer; and Margaret Gomez, Secretary were absent.

**1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO
APPROVE MODIFICATION NO. 1 TO CONTRACT WITH THE
OUTSIDE AUDITOR, LOCKART, ATCHLEY & ASSOCIATES, L.L.P.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Eckhardt moved to approve the request.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	absent
	Director Gomez	absent
	Director Davis	yes

Staff Note: The modification is an engagement letter prepared by the auditor.

ADJOURN

The meeting was adjourned at 1:43 p.m.

Ron Davis, Assist. Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
HELD ON TUESDAY, JULY 13, 2010**

A regular meeting of the CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, July 13, 2010, at 1:41 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; and Ron Davis, Assistant Secretary. Karen Huber, Treasurer; and Margaret Gomez, Secretary were absent.

**1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO
APPROVE MODIFICATION NO. 1 TO CONTRACT WITH THE
OUTSIDE AUDITOR, LOCKART, ATCHLEY & ASSOCIATES, L.L.P.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Eckhardt moved to approve the request.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	absent
	Director Gomez	absent
	Director Davis	yes

Staff Note: The modification is an engagement letter prepared by the auditor.

ADJOURN

The meeting was adjourned at 1:43 p.m.

Ron Davis, Assist. Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE
CORPORATION
HELD ON TUESDAY, JULY 13, 2010**

A regular meeting of the TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION Board of Directors was held on Tuesday, July 13, 2010, at 1:41 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; and Ron Davis, Assistant Secretary. Karen Huber, Treasurer; and Margaret Gomez, Secretary were absent.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MODIFICATION NO. 1 TO CONTRACT WITH THE OUTSIDE AUDITOR, LOCKART, ATCHLEY & ASSOCIATES, L.L.P.

The Board heard from: Harvey L. Davis, Manager

Motion: Director Eckhardt moved to approve the request.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	absent
	Director Gomez	absent
	Director Davis	yes

Staff Note: The modification is an engagement letter prepared by the auditor.

ADJOURN

The meeting was adjourned at 1:43 p.m.

Ron Davis, Assist. Secretary